



Date: July 01, 2024

Ft. Collins Police Services
Project Director Lieutenant Adam Ruehlen
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2025

Dear Lieutenant Adam Ruehlen,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Ft. Collins Police Services has been awarded **\$50,000.00** for the SFY25 grant cycle as a partner agency. The grant period is **July 1, 2024, through June 30, 2025**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Barbara J. Davis at barbara.davis@state.co.us or 303-919-1079 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Barbara J. Davis, Financial Officer

Colorado State Patrol Statement of Funding Award

Partner Agency Name: Ft. Collins Police Services

Project Director: Lieutenant Adam Ruehlen

Financial Officer: Zach Mozer

Project Director Address:

Grant Number: FY25FTCPS

Date of Issue: July 1, 2024

Total Approved Budget: \$50,000.00

Grant Period: July 1, 2024 through June 30, 2025

BATTLE Region: NORTH

Partner Agency Approved Budget

Ft. Collins PS - SFY25 BATTLE 07.01.2024			
BUDGET CATEGORY	ORIGINAL/CURRENT ALLOCATION	REVISION	REVISED CURRENT ALLOCATION
Overtime	\$50,000.00	\$0.00	\$50,000.00
Supplies & Operating	-	-	-
Travel	-	-	-
Equipment	-	-	-
TOTAL	\$50,000.00	\$0.00	\$50,000.00

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only.** The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory.

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2023. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
- Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY25 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY25 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

~~See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).~~

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.
2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.
3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in

...er supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

All invoices and overtime payroll must be paid by SFY June 30, 2025. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2025. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY25 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.

The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **\$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than \$5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership.* Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment.* Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall

C. *Purchase of New Capital Equipment.* Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. *Inventory Removal of Capital Equipment.* The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

- i. **Equipment Lapses Retention Period.** Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.
- ii. **Equipment Value is Less than \$5,000 per unit.** Equipment may be removed from inventory when it has depreciated to a value **less than \$5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY25 CATPA Grant Manager's Guidance Manual.
- iii. **Equipment Loss, Theft, or Damage.** Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.
- iv. **Equipment Trade or Sale.** Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.
- iv. **Equipment Transfer.** The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. Partner Agency Records and Retention

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until

DocuSign Envelope ID: 2A53ACB5-6D8A-447E-8F2A-EC31D410F0DC and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

- B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency’s office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days’ notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).
4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.
6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee’s own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently

(iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

C. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

D. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

E. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit ___ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges

If a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C. R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

13. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement. The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY

COLORADO STATE PATROL

City of Fort Collins
Police Services

DocuSigned by:
Kelly DiMartino

Kelly DiMartino, City Manager

7/23/2024

Date Signed



Wesley Kartus, Captain
BATTLE Project Director

7-10-2024

Date signed

Approved To Form

DocuSigned by:
Dawn Downs 7/17/2024
CCA6944058AC42C...

Name: Dawn Downs

Title: Managing Attorney, Public Safety and Prosecution Section

Entity: City of Fort Collins

From: Bachtel - CDPS, Aleah <aleah.bachtel@state.co.us>
Sent: Wednesday, July 17, 2024 2:19 PM
To: Jason Lang <jlang@fcgov.com>
Cc: barbara.davis@state.co.us; Wesley Kartus - CDPS <wesley.kartus@state.co.us>
Subject: [EXTERNAL] Re: Exhibit A

Hi Detective Lang,

Thank you so much for reaching out. That section should have been removed in our review. The section was meant to reference the checklist we mentioned in the kick off meeting.

The checklist will be provided as a tab, along with the workbook at the end of the month. The checklist is not a requirement, more a tool to assist in completing an invoice. Fort Collins PD has always been great with invoice submissions so most of it will not be new. For the time being more forward as you would have in BATTLE FY24, and at the end of the month we will send over the workbook with all the other useful documents.

Please let me know if you have any other questions.

Cheers,

On Wed, Jul 17, 2024 at 1:22 PM Jason Lang <jlang@fcgov.com> wrote:

Barb/Aleah,

Looking at the BATTLE grant award letter, there is an Exhibit A that is referenced in the middle of page 3 at the bottom of the section titled Notes. I do not see that document anywhere. Could one of you please send it to me? Thanks!

Detective Jason Lang
Badge #FC297
Property Crimes Unit
Fort Collins Police Department
2221 S Timberline Rd.
Fort Collins, CO 80525
970-416-2052 Office
jlang@fcgov.com

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Aleah Bachtel

(She/Hers)

Grants Specialist

Grants Management Office



COLORADO

State Patrol

Department of Public Safety

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Work hours: Tue - Fri, 7:00 am to 5:00 pm