



**COLORADO**

State Patrol

Department of Public Safety

Date June 07, 2022

City of Pueblo Police Department  
Project Director Captain Dan Anderson  
Transmitted by Electronic Mail

**RE: Funding Award Letter for State Fiscal Year (SFY) 2023**

Dear Captain Anderson,

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 City of Pueblo Police Department has been awarded **\$76,271.00.00** for the State FY23 grant cycle. The grant period is **July 1, 2022 through June 30, 2023**. 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](mailto:battlepayments@state.co.us).**

Please fill in your DUNS number and address on the first page of the Award Funding agreement. Please return your signed Funding Award agreement no later than June 30, 2022. Failure to sign your award may result in delayed reimbursements.

Please contact Captain Michael Ryan at [michael.ryan@state.co.us](mailto:michael.ryan@state.co.us) or 303-273-1773 or Barbara J. Davis at [barbara.davis@state.co.us](mailto: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,

Captain Michael Ryan  
Colorado State Patrol, BATTLE Project Director  
Barbara J. Davis, Financial Officer

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INITIALS: \_\_\_\_\_



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## Colorado State Patrol Statement of Funding Award

**Partner Agency Name:** City of Pueblo Police Department

**Partner Agency DUNS #** \_\_\_\_\_

**Project Director:** Sergeant Eric Gonzales

**Financial Officer:** Kayleigh McKenzie

**Project Director Address:** \_\_\_\_\_

**Grant Number:** FY23CPPD

**Date of Issue:** July 1, 2022

**Total Approved Budget:** \$76,271.00

**Grant Period:** July 1, 2022 through June 30, 2023

**BATTLE Region:** South

### Partner Agency Approved Budget

BUDGET CATEGORY	ORIGINAL/CURRENT AMOUNT	REVISION	CURRENT ALLOCATION
Overtime	55,000.00	\$0.00	\$55,000.00
Supplies & Operating	1,800.00	\$0.00	\$1,800.00
Equipment	19,471.00	\$0.00	\$19,471.00
<b>TOTAL ALLOCATION</b>	<b>\$76,271.00</b>	<b>\$0.00</b>	<b>\$76,271.00</b>

### Line Item Qualifying Expenses

- **Supplies & Operating**
  - TELECOMM Cell Service Current 3 TG800 trackers @ 600/year ea.= \$1,800.00
- **Equipment**
  - One Portable ALPR = 19471.00

### Note:

- 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.



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*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.

## **Reimbursement Requests**

1. **BATTLE Financial Payment Request Form.** All reimbursement requests submitted by the Grantee shall use the approved BATTLE Financial Payment Request Form.
2. **Monthly Reimbursement Requests.** Monthly reimbursement requests shall be completed and submitted to the Grants Management Office (GMO) within fifteen (15) days after the end of each month.
3. **Final Reimbursement Requests.** All invoices and overtime payroll shall be paid by SFY23 June 30, 2023. Final reimbursement requests shall be completed and submitted to CSP GMO within ten (10) days after June 30, 2023. Reimbursement requests received beyond this time will be subject to denial.
4. **Documentation.** The Partner Agency shall submit all backup documentation to the BATTLE email. The Partner Agency shall keep on file and make available for review all backup documentation at the discretion of GMO.

## **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.



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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 the budget line items or purchase equipment or other 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 shall 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 email address. Any operational reports or other related working information are sent to the BATTLE Regional Coordinator and not through the BATTLE email address.
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 SFY23 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 submit its inventory list to the BATTLE Regional Coordinator within fifteen (15) days.
  - C. *Purchase of New Capital Equipment.* When new equipment is purchased, the Partner Agency has ten (10) days from the reimbursement request to return the inventory certification form to the BATTLE Regional Coordinator. The 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 per unit**. 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 FY23 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.
- v. **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 resolution of litigations, claims, or audit findings 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 shall make, keep, maintain a complete file of all records, documents, communications, notes, and other written materials. The record should also include electronic media 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. **Final Audit Report** – The Partner Agency shall promptly submit to GMO a copy of any final audit report performed on Partner Agency's records that relates to or affects this Funding Award, whether it is from CSP or a third party.
4. **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).
5. **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).
6. **Subawarding 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.
7. **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.
8. **Conflicts of Interest**



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- A. *Actual Conflicts of Interest.* The Partner Agency 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 Partner Agency under this Agreement. Such a conflict of interest would arise when the Partner Agency's employee, officer or agent were to offer or provide any tangible personal benefit to an employee, or any member of his or her immediate family or his or her partner, related to the award management or oversight of this Agreement.
- B. *Apparent Conflicts of Interest.* Partner Agency acknowledges that, concerning this Funding Award, even the appearance of a conflict of interest shall be harmful to CSP's interests. The Partner Agency shall refrain from any practices, activities, or relationships that reasonably appear to conflict with the full performance of Partner Agency's obligations under this Funding Award, unless prior written approval is obtained from CSP.
- C. *Disclosure to the State* - If a conflict or the appearance of a conflict arises, or if Partner Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Partner Agency shall submit to CSP a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or follow the CSP's direction regarding the actual or apparent conflict constitutes a breach of this Funding Award.



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**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.

***SIGNATURES***

PARTNER AGENCY

COLORADO STATE PATROL

\_\_\_\_\_  
Legal Name of Partner Agency

\_\_\_\_\_  
Name of Official, Title

\_\_\_\_\_  
Michael Ryan, Captain  
BATTLE Project Director

06/24/2022

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date signed