



Town of Frederick
Board of Trustees Agenda
Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, February 7, 2023

5:30 P.M.

Work Session

Snow Removal – Kent VanDyne, Public Works Director

Special Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Consent Agenda:

- A. Acceptance of the Rural Violent Crime Reduction Initiative Grant Award – Dave Egan, Commander

Mayor and Trustee Reports

Executive Session:

For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; regarding the Town Manager Annual Evaluation.

Adjournment:

Built on What Matters.



TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Acceptance of the Rural Violent Crime Reduction Initiative Grant Award

Agenda Date:

Town Board Meeting – February 07, 2023

Attachments:

Rural Violent Crime Reduction Initiative (RVCRI) Award Number: 15PBJA-21-GK-03942-RURA Notification Letter

Finance Review:

_____ Administrative Services

Submitted by:

_____ Commander Dave Egan

Approved for Presentation:

_____ Bryan Ostler
Town Manager

Quasi-Judicial

Legislative

Administrative

Strategic Plan Alignment:

Safe & Secure- Residents of Frederick experience safety and peace of mind knowing they live in the safest community.

Summary Statement:

This funding request will partially support a full-time Outreach Victim Advocate to serve the City of Dacono and the Town of Mead. The two jurisdictions serve a rural area in which Victim Services have not been consistently provided. The goal is to provide 24/7 on-call services, outreach to all victims of crimes covered by the Colorado Victim Rights Amendment, and intensive follow-up services to victims who need more ongoing support. The Outreach Victim Advocate funded by this grant will primarily provide services to the citizens of Dacono and Mead but will also provide on-call support to Frederick and Firestone.

Built on What Matters.

Detail of Issue/Request:

The municipalities of Dacono, Firestone, Frederick, and Mead were notified by the Weld County Sherriff's Office that the office will discontinue victim services due to staffing shortages starting 01/01/23. After the notification, the four (4) municipalities collaborated to develop a new victim services program and submitted a grant application to support the program which includes the position of the Victim Outreach Victim Advocate and the Victim Assistance Coordinator.

The new Carbon Valley, Mead Victim Assistance Program (CVMVAP) program will provide community resources to survivors and family members of VRA crimes (Assault, Murder, Sexual Assault, Battery, Crimes Against Children, Court Related, Domestic Violence, Robbery, and Other). Community resources include linkage to behavioral health services, financial services, and criminal justice services.

The program will perform the following duties:

1. Respond to the emotional and physical needs of crime victims.
2. Assist primary and secondary victims of crime to stabilize their lives after a victimization.
3. Assist victims to understand and participate in the criminal justice system.
4. Provide victims of crime with a measure of safety and security.

Legal Comments:

Alternatives/Options:

The Carbon Valley, Mead Program will seek monthly reimbursement to support additional program costs for the advocate position.

Proposed Motions:

The following motions are proposed for the convenience of the Board of Trustees.

Motion to Accept Award:

Accept the Rural Violent Crime Reduction Initiative Grant Award in the amount of \$138,632.00.

Motion to Decline the Award:

Decline the Rural Violent Crime Reduction Initiative Grant

Financial Considerations:

The total amount of the award is \$138,632.00. The grant period of performance is from February 1, 2023, to January 31, 2025. The awards support the salary (\$128,960) and overtime pay (9,762.00) for the advocate.

Staff Recommendation:

The Frederick Police Department and the Grant Administrator's office seeks board approval for the RVCRI Award Number: 15PBJA-21-GK-03942-RURA in the amount of \$138,632.00. The grant period of performance is from February 1, 2023, to January 31, 2025.



GRANT NOTIFICATION LETTER

January 25, 2023

Dear Chief Todd Norris,

Congratulations! On behalf of the National Policing Institute (the Institute) and the Bureau of Justice Assistance (BJA) (Award Number: 15PBJA-21-GK-03942-RURA), it is my pleasure to inform you that your application for the Rural Violent Crime Reduction Initiative (RVCRI) grant has been approved! The approved grant amount is **\$138,632.00**. The grant period of performance is from February 1, 2023, to January 31, 2025.

This unique program is intended to help rural agencies access federal funds to support their crime reduction efforts. The Institute will work closely with each awardee to ensure that all federal requirements are met while creating a supportive environment where awardees can ask questions and get the support they need to be successful. The Institute has streamlined the documentation process and will provide all required information to awardees via this award notification and certification package. If, at any point, you need assistance with any section of this package, please contact us at RuralVCRI@policinginstitute.org, and we will assist you.

AWARD ACCEPTANCE FORMS

This award notification and certifications package must be electronically signed by the Chief or Executive Officer and submitted via email within **ten business days** of receipt. Attached are the required forms that need to be submitted along with award acceptance. These forms include:

1. Award Notification and Certifications Package – This outlines the grant's terms, conditions, and certifications.
2. Direct Deposit – This allows us to set up your direct deposit for reimbursement.
3. Federal Financial Assistance and Transparency Act (FFATA) Reporting Form – This allows us to comply with FFATA reporting.
 - a. You will need a SAM's registration and DUNS/UEI number to complete this form. If you do not have these numbers, please register at SAM.gov before submitting this form.
 - b. Attached is a Quick Start Guide for registering in SAM. Additional resources can be found [here](#).
4. W-9 – This must be filled out for the department/agency. As a note, the W-9 and the name on the bank account on the direct deposit form should match. If there is a "doing business as" name, please note it on both.
5. Personnel Rate Letter – This confirms the personnel name, rank/title, and pay rates for all supported personnel. Each person should have a separate letter.
6. Travel Policy and Guidelines – This outlines the Travel Policies and Guidelines that must be followed if travel is a part of your grant. This is for information purposes only and does not need to be returned.
7. Grant Special Condition – This outlines the Special Conditions of the grant that all subrecipients of the National Policing Institute are required to adhere to. These Special Conditions are written to apply to the National Policing Institute and thus will have BJA requirements that subrecipients are not required to



follow, such as budget approval from the Office of the Chief Financial Officer. This is for information purposes only. This form does not need to be returned.

Award acceptance and the completed forms should be submitted to the RVCRI team at RuralVCRI@policinginstitute.org.

ONGOING REQUIREMENTS

As a part of the award, awardees are required to:

- Provide regular reporting updates, including crime data
- Participate in regular check-in calls with the Rural VCRI team
- Purchase equipment and services in a manner compliant with federal and local procurement guidelines
- Request reimbursement for the above purchases in a manner consistent with the Reimbursement and Invoicing Guidelines of the grant
- Participate in the development of a final report that includes a discussion of project successes, challenges, and sustainability

FEDERAL REQUIREMENTS

In addition to the above requirements, grantees must agree to abide by all award conditions of 15PBJA-21-GK-03942-RURA, before accepting the award. The award conditions are included as part of this package. Please note that award requirements include not only the conditions and limitations outlined in this letter and attachments but also compliance with assurances and certifications related to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important issues (e.g., specific restrictions on the use of funds). Therefore, all key staff should receive the award conditions, assurances, certifications, and applications to understand the award requirements. Information on all pertinent award requirements must also be provided to any subrecipient of the award. If needed for auditing purposes, the Catalog of Federal Domestic Assistance (CFDA) number is 16.039.

Should you accept the award and fail to comply with an award requirement, the Institute will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds. The RVCRI team is here to support you throughout the grant, provide clarity, and answer any questions you may have.

Congratulations on your successful application! We look forward to working with you. If you have any questions, please contact the RVCRI team at RuralVCRI@policinginstitute.org.

Congratulations! We look forward to working with you,

A handwritten signature in black ink that reads "RSEngel".

Signature

Date

AWARD CERTIFICATIONS

The below sections outline grant assurances, certifications, and special conditions that must be abided by to ensure compliance with 15PBJA-21-GK-03942-RURA. These requirements encompass financial, administrative, and programmatic matters, as well as other important issues (e.g., specific restrictions on the use of funds). Therefore, all key staff should receive the award conditions, assurances, certifications, and applications to understand the award requirements. Information on all pertinent award requirements must also be provided to any subrecipient of the award. These certifications should be acknowledged by the Chief or Executive Officer.

AWARD CERTIFICATIONS

I, **Todd Norris**, certify that the **Frederick, Colorado Police Department** will, understands, and agrees to:

- Provide regular reporting updates, including crime data, to the Institute on a monthly basis.
- Participate in regular check-in calls with the RVCRI team to provide reporting updates, implementation updates, receive training and technical assistance (TTA), and ask questions to ensure efficient and effective implementation of the RVCRI proposal.
- Purchase equipment and services in a manner compliant with federal and local procurement guidelines.
- Comply with all the Institute invoicing and reimbursement requirements, including invoicing for reimbursement within 30 days of purchase and/or submitting monthly invoices by the fifth of the following month for ongoing expenses, such as personnel support. Invoices will include detailed descriptions of items requested for reimbursement as outlined in the approved proposal narrative and budget.
- Understands that payments will only be made upon submission of an approved invoice. Submitting invoices via email will facilitate the timely processing of payments. Invoices will be submitted to RuralVCRI@policinginstitute.org. The Institute uses Bill.com for payments. Payments will be made to the agency via ACH unless checks are required. The Direct Deposit form has been provided.
- Participate in report development as required by the Institute on a schedule determined by the Institute. This will include participation in the development of a final report that includes a discussion of project successes, challenges, and sustainability.
- Understands that the Institute may terminate this grant if the agency fails to comply with the requirements, certifications, and special conditions of this grant. The Institute may terminate this grant upon termination of the prime federal award. Such termination shall be effective immediately upon written notice. Upon termination or expiration of this grant for any reason, the grantee shall promptly return all copies of any Institute data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the Institute, return all federal funds, and furnish all work in progress or portions thereof, including all incomplete work.
- Follow the Institute travel policy and guidelines for any travel expenditures covered by the grant as outlined in the approved proposal narrative and budget. The travel policy and guidelines are provided below. In the absence of an established travel policy, the organization must comply with the Federal Travel Regulations (see 2 C.F.R. § 200.474).
- Shall not use any of the funds from this grant in a manner inconsistent with the terms of this grant. Specifically, the **Frederick, Colorado Police Department** may not engage in any of the activities listed



below or any other activities that would result in jeopardizing the status of the Institute under Internal Revenue Code Section 501(c)(3), including:

- a. carrying on propaganda or otherwise attempting to influence legislation,
 - b. influencing the outcome of any specific public government election,
 - c. inducing or encouraging violations of law or public policy, or
 - d. causing any private inurement or improper private benefit to occur.
- Understands that if any of the provisions of this grant are ruled illegal, invalid, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this grant shall continue to be in full force and effect. No waiver of any breach of any provision of this grant shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
 - Understands that this grant is governed and construed in all respects in accordance with the laws of Virginia.
 - Understands that the grantee and the Institute are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this grant to create an agency, partnership, or joint venture between them. Nothing in this grant shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Institute and the agency.
 - Agrees not to disclose to any third party any proprietary information without the prior written consent of the disclosing party. The grantee and the Institute further agree to take the same care with proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation shall survive beyond the effective termination date of this grant. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction. This paragraph shall not supersede or replace any separate confidentiality or nondisclosure agreement signed by the agency, nor shall any such separate agreement supersede or replace this paragraph, but rather all such confidentiality obligations shall remain in force.
 - Agree that all data and materials developed or provided while working on this grant are the property of BJA but that the agency will have the opportunity to review any publications before distribution. Further, the agency will assign to the Institute the entire interest in, and the copyright, patent, or any similar rights to, and such data and related materials, together with, but not limited to, the right to secure renewals, reissues, and extensions of any copyright, patent, or similar rights. The agency agrees that the publication of data, written, oral, or other, concerning this Project, shall be at the sole discretion of the Institute with such credit to the agency as the Institute, in its discretion, shall determine.
 - Agree not to take any legal action against the Institute, its affiliates, directors, officers, employees, agents and representatives, and any other party acting on behalf of the Institute alone or in conjunction with another party, unless the agency has given the Institute prompt notice of the dispute and discussed such



matter in good faith with the Institute for a period of at least sixty (60) days and attempted to resolve such matter through means other than legal action.

- Confirms that it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the U.S. Patriot Act of 2001 and Executive Order 13224.
- Agrees to defend, indemnify, and hold harmless the Institute, its affiliate, directors, officers, employees, agents and representatives, and any other party acting on behalf of the Institute from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs, and expenses of any kind or nature including, without limitation, reasonable attorney's fees or disbursements, arising out of, or relating to the **Frederick, Colorado Police Department's** performance or breach of this award acceptance or negligent or wrongful act or omission (or alleged act or omission) in connection with the grant. The agency agrees to provide the Institute with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this grant may be made.
- Acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the Institute, must determine whether the agency has been excluded from the system and any federal funding received or to be received by the Institute in relation to this grant prohibits the Institute from contracting with any agency that has been so listed. In the event the agency is debarred or suspended under the SAM, the agency shall notify the Institute in writing of such determination within five (5) business days as set forth in the grant. The Institute shall have the right, in its sole discretion, to declare the grant terminated for breach upon receipt of the written notice.
- Read, acknowledges, understands, and will abide by all Special Conditions and terms outlined in the Special Conditions document provided with this acceptance package under BJA Award Number: 15PBJA-21-GK-03942-RURA.

Signature

Date