



**NORTHGLENN POLICE DEPARTMENT  
COUNCIL MEMORANDUM #2014-04**

**DATE:** June 9, 2014

**TO:** Honorable Mayor Joyce Downing and City Council Members

**FROM:** John R. Pick, City Manager   
James S. May, Jr., Chief of Police 

**SUBJECT:** CR #45 – Acceptance of VALE Grant; Simunition Training Equipment

**RECOMMENDATION:**

Staff recommends the adoption of the attached Resolution allowing the Mayor to accept a Municipal VALE Grant approved by Northglenn Municipal VALE Board for the purchase of Simunition Training Equipment.

**BACKGROUND:**

Funding was approved by the VALE Board for the purchase of Simunition equipment which will be used to train new police recruits, patrol officers and the SWAT team. The Simunition training equipment is a brand of specially engineered weapons, conversion kits, ammunition and protective equipment designed to work with officer's own real life weapons systems.

The benefit of training through use of Simunitions is officers are exposed to simulated real life scenarios which provide them with "stress inoculation". This allows officers to be exposed repeatedly to realistic use of force scenarios in which they can make mistakes and corrections, and then appropriately react to the level of resistance they face. When officers face a similar situation in real life, they will revert back to their training and react appropriately based on the experience they received through training. The amount awarded for this Simunition training equipment is \$23,945.98.

**BUDGET IMPLICATIONS:**

There is a financial cost to the City initially. The funds awarded by the Northglenn Municipal VALE Board will be reimbursed upon proof of purchase and verification of training utilizing the Simunition equipment. All receipts associated with this equipment will be forwarded to the Northglenn Municipal VALE Board prior to release of the award monies. Funds to initially cover the purchase of the equipment are in the 2014 Police Department (GF) Administration Division budget.

**STAFF REFERENCE:**

If Council members have any comments or questions they may contact Chief James S. May, Jr. at (303) 450-8967 or [jmay@northglenn.org](mailto:jmay@northglenn.org), or Commander Beth Carmosino at (303) 450-8819 or [bcarmosino@northglenn.org](mailto:bcarmosino@northglenn.org).

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-45  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE NORTHGLENN MUNICIPAL VALE BOARD

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council of the City of Northglenn hereby accepts a grant award from the Northglenn Municipal Victim Assistance and Law Enforcement (VALE) Board in the amount of twenty-three thousand nine hundred forty-five dollars and ninety-eight cents (\$23,945.98) for the grant application submitted by the Police Department for the purchase of simunition training equipment.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney



*Northglenn Municipal Court  
11701 Community Center Drive  
P.O. Box 330061  
Northglenn, CO 80233-8061  
Phone (303) 450-8701  
FAX (303) 450-8758*

June 3, 2014

Jim May, Chief of Police  
Northglenn Police Department  
11701 Community Center Drive  
Northglenn, CO 80233

Dear Jim,

The City of Northglenn V.A.L.E. Board (the "Board") met on April 22, 2014. Please let this correspondence confirm the decisions made by the Board as described below:

**Grant Application 2014-03/31-12                      Simunition Equipment**

**Award: \$23,945.98**

Funding was approved for the Northglenn Police Department to purchase simunition equipment which will be used to train new recruits, patrol officers and the SWAT team. The Simunition training equipment is a brand of specially engineered weapons, conversion kits, ammunition and protective equipment designed to work with officer's own real life weapons systems.

A memorandum of agreement is attached. Funds will be available upon return receipt of the signed agreement and City Council approval.

Should you have any questions, please feel free to contact me.

Sincerely,

Tammy Sutton, Ex-Officio  
Northglenn V.A.L.E. Board

cc:        File

## MEMORANDUM OF AGREEMENT

The City of Northglenn V.A.L.E. Board (the "Board") hereby awards funds in the amount of **\$23,945.98** for the calendar year 2014 to the Northglenn Police Department [hereafter "Recipient"].

Funds will go towards purchasing simunition equipment that will be used to train new recruits, patrol officers and the SWAT team -- allowing police officers to train in a realistic manner and participate in force-on-force scenarios.

In order to facilitate the distribution of the grant funding provided herein, and to assure accurate reporting of the disbursement of these funds, this Memorandum of Agreement is being executed. Northglenn Police Department by accepting the award of this grant assumes distribution and reporting responsibilities of same, with the following special conditions being required:

Consenting Parties: Northglenn V.A.L.E. Board

and, **Northglenn Police Department**

Effective Date of Agreement: 06/03/14

Grant Application No: 2014-03/31-12

NOW THEREFORE, in consideration of the receipt by Recipient of the grant funding set forth herein, Recipient is and shall be subject to the following terms, conditions and obligation in order to obtain distribution of the grant proceeds set forth above:

A. **Reporting Requirements.** The Recipient shall provide the Board with reports on activities performed with the assistance of funds provided under this Memorandum of Agreement. Each such report shall set forth the progress of work under this Memorandum of Agreement and any other information reasonably requested by the Board, and shall be submitted in such a format as may be designated by the Board. Such reporting requirements shall include the following:

1. Recipient is required to submit a year-end report by 5:00 PM on January 31, 2015
2. The report shall include the following categories of information:
  - a. Summary of services provided by your grant project; and
  - b. The number of people served by your grant;
  - c. Problems you have encountered; and
  - d. Budget information including a summary of all money actually spent and all expenditures by category.

B. The Recipient further agrees to the following additional requirements:

1. **Independent Contractor.** Recipient is and shall be an independent contractor.
2. Recipient shall not assign any provision of this Memorandum of Agreement to a subcontractor unless agreed upon by the VALE Board.

3. No Board Liability. Any other provision of this Memorandum of Agreement notwithstanding, in no event shall the Board be liable for payment for services rendered and expenses incurred by the Recipient under the terms of this Agreement for any amount in excess of the Grant Amount.

4. Review of Records. The Recipient shall permit the Board to monitor and review the Recipient's performance under this Memorandum of Agreement. Unless such information is confidential as a matter of law, the Recipient shall make available to the Board for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Memorandum of Agreement in order to coordinate the performance of services by the Recipient in accordance with the terms of this Memorandum of Agreement.

5. Discontinuance of Grant Proceeds. The Board has the right to discontinue the provision of Grant Proceeds for a breach of the provisions of this Memorandum of Agreement. Recipient shall not have any reasonable expectation of the receipt of such Grant Proceeds from the Board, and the discontinuance of the provision of Grant Proceeds may occur upon a finding by the Board of a breach of the provisions of this Memorandum of Agreement.

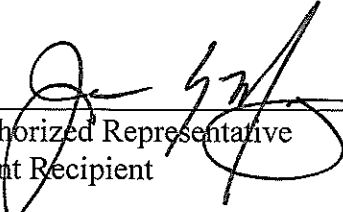
6. Illegal Aliens. Recipient shall execute the attached **Certificate Regarding Employing or Contracting with an Illegal Alien**.

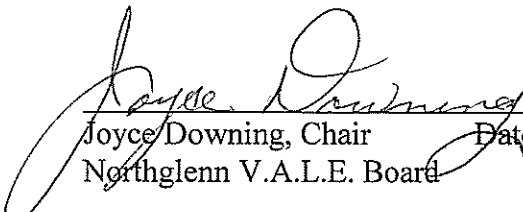
7. Indemnity. Recipient shall indemnify and hold the Board harmless on account of any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Memorandum of Agreement by Recipient or by conditions created thereby, or based upon any violation of any statute, regulation, and the defense of any such claims or actions by Recipient.

8. Non-Discrimination. Recipient agrees to take all steps to assure non-discrimination in all areas of performance under this Agreement. Recipient therefore agrees it shall not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

C. Colorado Governmental Immunity Act. In relation to the Memorandum of Agreement, the Board is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

Recipient hereby agrees to the above conditions for the purpose of accepting the Northglenn VALE Board Grant in the amount of **\$23,945.98**.

  
\_\_\_\_\_  
Authorized Representative      Date  
Grant Recipient                      6/14/2014

  
\_\_\_\_\_  
Joyce Downing, Chair      Date  
Northglenn V.A.L.E. Board      6/31/14