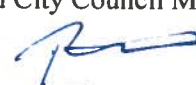



**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #2015-22**

DATE December 14, 2015

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David Willett, Acting City Manager 
James S. May, Chief of Police 

SUBJECT: **Council Resolution 175**
VALE Grant Acceptance - Mobile Bug Device/CALLYO

RECOMMENDATION:

Staff recommends the approval of the attached Resolution allowing the Mayor to accept a Municipal VALE Grant approved by the Northglenn Municipal VALE Board for the purchase of eight phone lines and 4 mobile bug transmitters for the Callyo Mobile Bug Device.

BACKGROUND:

Funding of \$2,499 was approved by the Municipal VALE Board to fund the purchase of the Callyo Mobile Bug Device that will allow investigators to conduct covert investigations in sex offenses and other cases, as necessary. With Callyo and the victim's consent, the program can be set up to record all communication between a suspect's phone and the victim's phone, to include audio, text, SMS messages and pictures. The Callyo Mobile Bug is designed for an investigator to use a 3-way "pre-text" phone call where the victim calls the suspect while the investigator is listening. The suspect is unaware that an investigator is listening and recording the conversation for later use as evidence in court.

BUDGET/TIME IMPLICATIONS:

Funds to initially cover the expenses are in the 2016 Police Department Administration budget. All receipts associated with this purchase will be forwarded to the Northglenn Municipal VALE Board prior to release of the award monies.

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.

msn

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-175
Series of 2015

Series of 2015

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 \$2,499 for the grant application submitted by the Police Department for the purchase of Callyo Mobile Bug Device equipment.

DATED, at Northglenn, Colorado, this _____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



NORTHGLENN V.A.L.E.
VICTIM ASSISTANCE & LAW ENFORCEMENT BOARD
P.O. BOX 330061
NORTHGLENN, CO 80233-8061

October 21, 2015

*Chair
Honorable,
Joyce Downing*

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

*Vice Chair
Pat Marquez*

Dear Jim,

*Secretary
Leslie Carrico*

The City of Northglenn V.A.L.E. Board (the "Board") met on October 15, 2015. Please let this correspondence confirm the decision made by the Board as described below:

*Member
Donna Planert*

Grant Application 2016-09/25-11 Mobile Bug Device - CALLYO

Award: \$2,499.00

*Member
Ashley Witkovich*

Funding was approved for the Northglenn Police Department to purchase eight phone lines for the Callyo Mobile Bug Device. This equipment will allow investigators to conduct covert investigations anywhere the investigator and victim may be.

*Alternate Member
Vacant*

*Ex-officio
Tammy Sutton*

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 **\$2,499.00** for the calendar year 2016 to the Northglenn Police Department [hereafter "Recipient"]. Funds will allow the Northglenn Police Department to purchase eight phone lines for the CALLYO Mobile Bug Device to help when conducting investigations.

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: 01/01/16

Grant Application No: 2016-09/25-11

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, 2017
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.

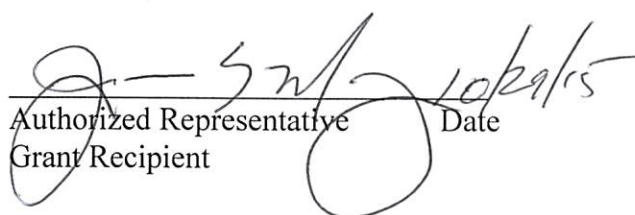
6. Illegal Aliens. Recipient shall execute the attached **Certificate Regarding Employing or Contracting with an Illegal Alien**.

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.

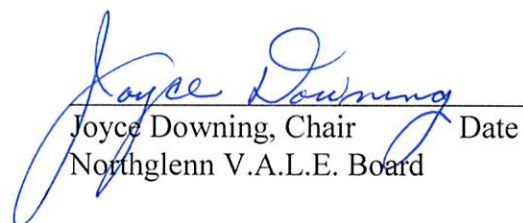
8. Non-Discrimination. Recipient agrees to take all steps to assure non-discrimination in all areas of performance under this Agreement. Recipient therefore agrees it shall not discriminate on the basis of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

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 \$2,499.00.



Authorized Representative Date
Grant Recipient



Joyce Downing, Chair Date
Northglenn V.A.L.E. Board

**PROSPECTIVE GRANT RECIPIENT'S CERTIFICATE REGARDING
EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Northglenn Police Department
(Recipient)

TO: Northglenn V.A.L.E. Board
11701 Community Center Drive
Northglenn, CO 80233

As a prospective Grant Recipient for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Memorandum of Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Memorandum of Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 29th day of October, 2015.

Prospective Grant Recipient Northglenn Police Department

By: [Signature]
Title: Police Chief

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Memorandum of Agreement, I certify that I will comply with the lawful presence verification requirements outlined in that Memorandum of Agreement.

OR

I, James S May am an owner/member/shareholder of Town of Glenn Police Dept. ~~at municipal level~~ [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Memorandum of Agreement, I certify that I will comply with the lawful presence verification requirements outlined in that Memorandum of Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

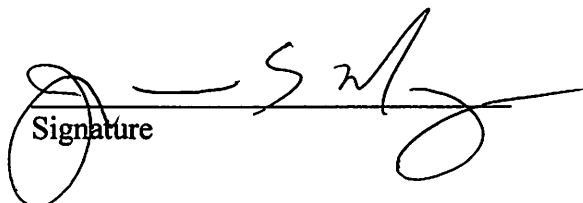
The Board must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the Authority's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Grant Recipient must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the Board.


Signature

10/29/15
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, JAMES S. MAY, JR., as a Grant Recipient with the V.A.L.E. Board (the "Board"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this Memorandum of Agreement with the Board within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Memorandum of Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Memorandum of Agreement.

[Handwritten Signature]
Grant Recipient Signature

10/29/15
Date

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 29th day of October, 2015, by MADELINE M. NORCONK as Notary Public of State of Colorado.

My commission expires: 10-04-2018

(SEAL) **MADELINE M. NORCONK**
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064040271
MY COMMISSION EXPIRES OCTOBER 4, 2018

[Handwritten Signature]
Notary Public