

Urbana Police Department Memorandum

To: Mayor and City Council

From: Chief Patrick J. Connolly

Re: Justice Assistance Grant – Forensic Computer Resources, and Related Budget Amendment

Date: July 13, 2015

Background

In 2010 the Urbana Police Department (UPD) began an in-house forensic computer program. Prior to that time, UPD had to farm out digital forensic computer and cell phone research work to be done offsite by other, mostly federal, agencies. This led to delays, both in investigations and prosecutions.

Inv. Tim McNaught, who was the assigned school resource officer at the time, had made arrangements with the Attorney General's Office of Illinois to obtain both equipment and training at little to no cost to UPD. Over the course of the intervening years, this equipment has been and continues to be used in a variety of cases, including child pornography, robberies, and murders, and not just for Urbana police cases but other local agencies as well. As this equipment has aged, so has the software needed to run on the equipment. As such, this proposal is predominantly aimed at obtaining a new version of computer forensic software (including three years' worth of software maintenance and upgrades) and the training money needed to provide a back-up technician for Inv. McNaught.

Forensic Toolkit (FTK) by AccessData

FTK is software designed to provide very detailed analysis of computers seized during the course of investigations. According to their website, "FTK is a court-cited digital investigations platform built for speed, stability and ease of use." Five years ago, UPD received FTK as part of its initial issue of software from the AG's office, FTK version 3.0. Due to the limited maintenance agreement, UPD was only able to upgrade to version 3.2. FTK is currently selling version 5.5.

In addition, the annual maintenance agreement can be included at a much reduced cost if the buyer is willing to extend the timeframe and purchase the maintenance agreement and upgrades at the time of the original investment. As such, the latest version of FTK with three years of maintenance and upgrades is about \$6,000. The exact cost may fluctuate due to the precise deals being offered at the time of the purchase.

FTK Training for Back-Up Investigator

While Inv. McNaught has done the heavy lifting with regards to UPD's computer forensic program, it is the intent of UPD to train a second investigator. The cost of 5-days of tuition-only FTK training is currently \$2,500. Clearly, this is needed in order to alleviate some of the internal back log, as well as to

provide a second source of internal expertise, not only for the department but as a sounding board for Inv. McNaught.

Internet Evidence Finder (IEF) by Magnet Forensics

IEF is another software device that is needed in UPD's computer forensic toolbox. Currently, Inv. McNaught borrows Champaign Police Department's IEF when needed. IEF is a tool that is able to locate and carve out digital evidence in larger pieces than the very detailed FTK product. IEF is a tool that specializes in messaging and chats, pictures, and internet searches and histories. In addition to its usage on computers, IEF is quite capable of similar workups on cell phone data, especially Android-based phones (which account for over one-half of the US smartphone market and about three-quarters worldwide, according to recent estimates). IEF costs about \$1,600.

It should be noted here, however, that UPD has also made a recent request to the Illinois AG's Office for this product. If UPD does receive IEF through the AG's office, UPD is recommending the amount set aside for IEF be put towards storage drives, as described immediately below.

Storage Hard Drives

In order to conduct forensic examinations of computers, the technician does not examine the actual hard drive taken from the targeted computer. Rather, the technician makes a copy of the drive onto another storage hard drive and then examines the copy using the various forensic tools. With the recent increase in storage on various computers, the need for corresponding large storage drives has also increased. Therefore, five storage drives costing about \$800 are being requested in this proposal. As mentioned above under the IEF section, further storage drives will be purchased if IEF is ultimately provided by the AG's office.

FireWire Write Blocker

A write blocker is a forensic tool, either hardware or software, that allows on-scene examination of a drive without making any alterations to the drive, thus preserving the integrity of the evidence. The listed FireWriter Write Blocker essentially functions as a bridge from UPD's forensic machine to the target machine and allows for on-scene previewing without changing any data. Currently, Inv. McNaught must borrow this piece of hardware from the Champaign police when needed, especially when conducting investigations involving Mac products. This tool costs about \$400.

Summary of Costs

Access Data FTK 5.5	\$6,000
FTK training	\$2,500
Internet Evidence Finder	\$1,500
Storage hard drives	\$800
<u>FireWire Write Blocker</u>	<u>\$400</u>
TOTAL	\$11,200

Budget Amendment

The 2015/2016 fiscal year budget will be amended to reflect the revenues and related expenditures associated with this grant.

RESOLUTION NO. 2015-07-032R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
(JAG Program – City of Urbana, City of Champaign, and Champaign County)**

WHEREAS, each of the parties to the Intergovernmental Agreement between the City of Urbana, City of Champaign and the County of Champaign is a body politic organized, operating and maintaining offices within the boundaries of Champaign County, Illinois; and

WHEREAS, the City of Urbana (the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the statutes of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enable the parties to enter into and execute agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City recognizes that it is appropriate and beneficial for the City and its departments to apply for and receive grants from private, state and federal agencies; and

WHEREAS, the U.S. Department of Justice, office of Justice Programs has created and operates the Edward Byrne Memorial Justice Assistance Grant Program for local units of government which maintain and operate law enforcement departments; and

WHEREAS, the U.S. Department of Justice, office of Justice Programs, has announced that it is taking applications for grant funding for FY 2015; and

WHEREAS, if received, the proceeds of the Edward Byrne Memorial Justice Assistance Grant Program is intended to fund the acquisition and/or replace of equipment useful in and beneficial to law enforcement activities; and

WHEREAS, in the past, the City has joined with one or more other communities as allocated by the U.S. Department of Justice, office of Justice Programs, in applying for and receiving grant funding from the said Edward Byrne Memorial Justice Assistance Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, resolves as follows:

Section 1.

An Intergovernmental Agreement between the Cities of Champaign and Urbana and the County of Champaign for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, **2015.**

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT
JAG PROGRAM**

(City of Champaign, City of Urbana, and Champaign County)

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), City of Urbana, an Illinois Municipal Corporation ("Urbana"), and Champaign County, an Illinois Unit of Local Government ("County"), - (herein after collectively referred to as "the parties"), effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, Champaign, Urbana, and County desire to apply for JAG funds to fund individual projects in the City of Champaign, the City of Urbana, and Champaign County

NOW, THEREFORE, the parties agree as follows:

Section 1. The Funds. The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all parties is SIXTY-SIX THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS (\$66,522.00).

Section 2. Grant Disposition. Proceeds from the grant shall be distributed by Champaign to Urbana and County for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A. Urbana and County shall notify Champaign prior to expenditure of any funds indicating the purpose of the expenditure. If Champaign determines the purpose is not, or may not be, within the JAG program guidelines, the parties shall discuss the purchase and no purchase shall be made until the parties have resolved the issue.

Section 3. Lead Agency. The City of Champaign is hereby designated the Lead Agency for this Agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, distributing funds to Urbana and County, and preparing required reports.

Section 4. Representative; Information Requirements. Each participant shall designate one representative to fulfill the requirements of this Agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

Section 5. Fund Restriction. The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that the funds will not supplant existing budgeted funds.

Section 6. Liability. Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

Section 7. Amendments. Amendments to this Agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principles of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this Agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of Champaign, Urbana, and County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney CB 2015-_____

State's Attorney

CITY OF URBANA

By: _____

Date: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney CB 2015-_____

EXHIBIT A
(City of Champaign, City of Urbana, and Champaign County)

JAG AWARD DISPOSITION

The 2015 JAG funds will be distributed to the Champaign Police Department, the Urbana Police Department, and the Champaign County Sheriff's Office to fund individual projects meeting the guidelines of the JAG grant.

Champaign Police Department	\$50,900.06
Urbana Police Department	\$11,630.62
Champaign County Sheriff's Office	\$3,991.32
TOTAL	\$66,522