



**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #2015-01**

DATE: January 12, 2015

TO: Honorable Mayor Joyce Downing and City Council Members

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

SUBJECT: CR #2 – Acceptance of VALE Grant; Cellebrite UFED 4 PC Ultimate Analyzer

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 a Cellebrite UFED 4 PC Ultimate Analyzer.

BACKGROUND:

Funding was approved by the Municipal VALE Board for the purchase of a Cellebrite UFED 4 PC Ultimate Analyzer which will be utilized by members of the Northglenn Police Department while investigating reported crimes which may have evidence stored on cell phones. This equipment is used to download data from suspects, victims and witnesses phones to preserve evidence vital in these investigations.

The majority of cases the Northglenn Police Department investigates involve the use of cell phones in various capacities. There are often communications between suspects, victims and witnesses whether by phone calls, text messages, through email, social media, videos or photos. Suspects, victims and witnesses often give consent to download their phones to preserve evidence.

Through experience, it has been determined suspects, victims and witnesses will delete part or all of the evidence on their phones in an attempt to give a certain perception favorable to them of the event. The Cellebrite UFED 4 PC Ultimate Analyzer copies the entire memory on the cell phone, including recently deleted data, thus providing more accurate information for the investigator to hold suspects accountable and protect victims. This item is one more tool for investigators to use in determining the truth in regard to the incident being investigated. The amount awarded for the Cellebrite UFED 4 PC Ultimate Analyzer is \$9,065.00.

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 receipt of the Cellebrite UFED 4 PC Ultimate Analyzer. 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 2015 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, or Commander Beth Carmosino at (303) 450-8819 or bcarmosino@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-2
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 nine thousand sixty-five dollars (\$9,065.00) for the grant application submitted by the Police Department for the purchase of a Cellebrite UFED 4PC Ultimate Analyzer system.

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

November 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 October 16, 2014. Please let this correspondence confirm the decision made by the Board as described below:

Grant Application 2014-09/10-13 Cellebrite Analyzer

Award: \$9,065.00

Funding was approved for the Northglenn Police Department to purchase a Cellebrite Logical Analyzer. This equipment is used to download data from suspects, victims and witnesses phones to preserve evidence.

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

*Chair
Honorable,
Joyce Downing*

*Vice Chair
Pat Marquez*

*Secretary
Leslie Carrico*

*Member
Donna Planert*

*Member
Vacant*

*Alternate Member
Vacant*

*Ex-officio
Tammy Sutton*

MEMORANDUM OF AGREEMENT

The City of Northglenn V.A.L.E. Board (the "Board") hereby awards funds in the amount of **\$9,065.00** for the calendar year 2014 to the Northglenn Police Department [hereafter "Recipient"]. Funds will be used to purchase a Cellebrite Analyzer. This equipment will be used to download data from cell phones from suspects, victims and witnesses allowing the police department to preserve evidence.

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: 11/03/14
Grant Application No: 2014-09/10-13

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.

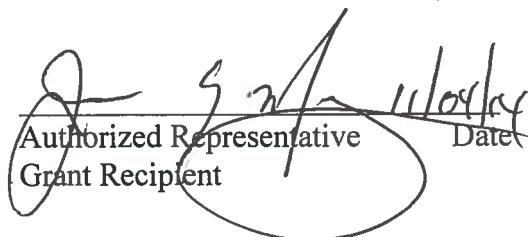
6. Illegal Aliens. Recipient shall execute the attached **Certificate Regarding Employing or Contracting with an Illegal Alien**.

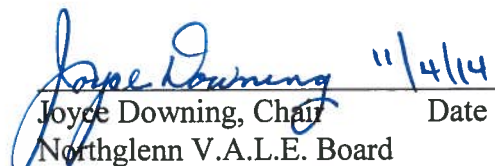
7. Indemnity. Recipient shall indemnify and hold the Board harmless on account of any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this Memorandum of Agreement by Recipient or by conditions created 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 \$9,065.00.


Authorized Representative
Grant Recipient


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

11/4/14
Date

**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 4 day of November, 2014.

Prospective Grant Recipient Northglenn Police Department

By: [Signature]

Title: Police Chief

**ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION
FOR THE NO EMPLOYEE AFFIDAVIT**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

