



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

POLICE COMMITTEE
April 15, 2024
6:00 P.M.
Police Department Training Room
1710 Plainfield Road

1. Call to Order
2. Public Comment and Communications
3. Approval of meeting minutes from February 20, 2024
4. A resolution approving the mutual termination agreement between the City of Darien and Vigilant Solutions, LLC
5. A resolution to approve the purchase of License Plate Recognition cameras from Flock Group Inc.
6. Approval of an ordinance authorizing the sale or disposal of surplus property.
7. Next Meeting Date – May 20, 2024
8. Adjournment



DARIEN POLICE



JOSEPH MARCHESE
Mayor

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Chief of Police

JASON NORTON
Deputy Chief – Operations Commander

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POLICE COMMITTEE
February 20, 2024
Regular Meeting Minutes
Police Department Training Room
1710 Plainfield Road

1. Call to Order

The meeting was called to order at 6:00 p.m. in attendance were Aldermen Joseph Kenny, Ralph Stompanato and Eric Gustafson along with Chief of Police Greg Thomas.

2. Public Comment and Communications

Alderman Kenny brought up a question regarding a recent press release and the detail provided on two similar arrests. Chief explained that in one incident the suspect did not have an ID and the other did which was why one person was arrested and the other was cited and released.

3. Approval of Meeting Minutes from the December 18, 2023 meeting.

Alderman Stompanato motioned to approve seconded by Alderman Gustafson. The minutes were unanimously approved.

4. Review of the FYE2025 Proposed Budget

Chief briefed the committee on a few points regarding the budget. A discussion ensued regarding various items in the budget.

5. Next Meeting Date – March 18, 2024

6. Adjournment

Alderman Stompanato motioned to adjourn seconded by Alderman Gustafson. The meeting was adjourned at 6:21 p.m.

Approved: _____
Date

Alderman: _____
Eric Gustafson

Chairman: _____
Joseph Kenny

Alderman: _____
Ralph Stompanato

AGENDA MEMO

Police Committee

April 15, 2024

ISSUE STATEMENT

A resolution approving the mutual termination agreement between the City of Darien and Vigilant Solutions, LLC which requires the City of Darien to return License Plate Recognition equipment and Vigilant Solutions LLC to reimburse the City of Darien \$82,279.79.

BACKGROUND/HISTORY

The Darien Police Department is requesting the termination of an agreement between the City of Darien and Vigilant Solutions, LLC. The City of Darien entered into an agreement on 01/18/21 whereby the City of Darien purchased License Plate Recognition (LPR) cameras and related equipment from Vigilant Solutions LLC for \$82,279.79.

After three years Vigilant Solutions LLC has yet to install a single LPR camera. At this time the Darien Police Department desires to terminate the agreement and will seek another vendor who can deliver on the contractually agreed upon terms. The Darien Police Department will return the unused / unopened cameras and related equipment and Vigilant Solutions LLC will reimburse the City of Darien. The funds used were Equitable Sharing Funds (ESF), thus the funds must be reimbursed to the ESF account.

The termination agreement, attached was negotiated by the City's attorney, John Murphey.

STAFF / COMMITTEE RECOMMENDATION

Staff recommends approval of the termination agreement.

ALTERNATE CONSIDERATION

As recommended by staff.

DECISION MODE

This item will be placed on the April 15th, 2024 City Council agenda for formal consideration.

**MUTUAL TERMINATION AND RESOLUTION AGREEMENT
BETWEEN THE CITY OF DARIEN AND
VIGILANT SOLUTIONS, LLC**

THIS TERMINATION & RESOLUTION AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Darien, DuPage County, Illinois (“City”), whose address is 1702 Plainfield Road, Darien, Illinois 60561, and Vigilant Solutions, LLC (“Vigilant”).

RECITALS

A. The City and Vigilant have entered into Quote SAB-0691-02 which is governed by Vigilant’s standard terms and conditions located at https://www.motorolasolutions.com/en_us/about/legal (“Master Agreement) pursuant to which Vigilant provided the City with certain equipment consisting primarily of 22 L6Q solar cameras and 22 L6Q solar panel expansion batteries (the “Equipment”), software solutions (including Vehicle Manager and the Investigative Data Platform), and various deployment services (collectively “Products”).

B. The parties now desire to mutually terminate the Master Agreement and any other agreements between Vigilant and the City in accordance with the terms of this Agreement.

Accordingly, it is hereby agreed by and between the City and Vigilant as follows:

Section 1. Incorporation of Recitals. The recitals set forth above are true and correct and said recitals are incorporated herein by reference.

Section 2. Termination of Contractual Relationship. The parties hereby mutually terminate the Master Agreement as well as any and all contractual agreements of any nature between City and Vigilant. It is the mutual intent of the parties to completely sever the contractual relationship.

Section 3. Equipment Return and Refund. City will return all Equipment, in good and working condition, including but not limited to, twenty (22) L6Q Solar Cameras, and twenty two (22) L6Q Solar Panel Expansion batteries within thirty (30) days of the Effective Date. Within forty-five (45) days of Equipment receipt, as required by this Section 3, Vigilant will tender the City the sum of EIGHTY-TWO THOUSAND TWO HUNDRED SEVENTY-NINE & 79/100 (\$82,279.79) DOLLARS (“Refund Amount”) either in bank-certified funds or by way of a wire transfer to an account designated by the City.

Section 4. Customer Data Retrieval and Software Access. Vigilant has no obligation or responsibility to retrieve the Customer’s Data prior to or upon termination of the Master Agreement. As no LPR Cameras have been installed under the Master Agreement, no Customer Data is available for retrieval and software access and investigative data platform access will be terminated immediately upon the Effective Date.

Section 5. Failure to Perform; Venue; Attorney’s Fees. In the event either party breaches this Agreement by failing to perform its obligations under this Agreement, the non-breaching party may bring suit to enforce this Agreement. The parties agree that venue shall be the Eighteenth Judicial Circuit, DuPage County, Illinois. In such litigation, the losing party shall be required to pay the prevailing party’s reasonable attorney’s fees in addition to any relief ordered by the Court.

Section 6. Mutual Release. Except as provided hereinabove in Section 4, each party, on behalf of itself, each party’s directors, officers, employees, parent company, wholly-owned subsidiaries, partners, their successors and assigns, voluntarily hereby fully and forever release, acquit discharge the other party from any and all claims, demands, judgment, suits, actions and causes of action whatsoever and of any kind or description, whether in law or in equity, whether

known or unknown, whether contingent or non-contingent, or whether past, present or future, which a party may now or hereafter have or assert against the other party, its partners, its successors or assigns, for, on account of, or related to any and all liability, damage, loss, injury, cost, expense, matter or cause each party has asserted or could have asserted related to the subject matter of this Agreement including, without limitations, the Master Agreement, quotes, proposals, statements of work, and the matters discussed prior letters and communications.

Section 7. **Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

Section 8. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois.

Section 9. **No Third Party Beneficiaries.** Nothing herein shall be construed as conferring upon or giving to any other person or entity any rights or benefit hereunder or by reason of this Agreement.

Section 10. **Notices.** Any notices required or contemplated under this Agreement shall be sent via recognized commercial service such as Federal Express or U.P.S. addressed as follows:

If to the City:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attention: Bryon Vana, City Administrator

With a Copy to:
John B. Murphey, City Attorney
Odelson, Murphey, Frazier & McGrath, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

If to Vigilant:
Vigilant Solutions, LLC
____ 500 West Monroe St _____
____ Chicago IL, 60661 _____
____ 40th Floor/Motorola Solutions _____
Attention: ____ Ravi Suthar _____

Section 11. Entire Agreement. This Agreement embodies and sets forth all the provisions, agreements, conditions, covenants, terms, and understandings between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by both parties. This Agreement supersedes all previous agreements, understandings, commitments, or writings.

VIGILANT SOLUTIONS, LLC

CITY OF DARIEN

By: ____  _____

By: _____
Byron Vana, City Administrator

Its: ____ Ravi Suthar, Area Sales Manager _____

AGENDA MEMO

Police Committee

April 15, 2024

ISSUE STATEMENT

A resolution to approve the purchase of License Plate Recognition (LPR) cameras and related equipment from Flock Group Inc. using Department of Justice award money in the amount of \$35,500.

BACKGROUND/HISTORY

The Darien Police Department is requesting the City of Darien to enter into an agreement with Flock Group Inc. to purchase (10) LPR cameras and related equipment so the police department can monitor for stolen vehicles, vehicles wanted in commissions of crimes and other crime prevention activities.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$232,845 as of March 31, 2024.

The police department believes a sole source purchase is in order due to:

- Flock Safety is the only LPR provider to officially partner with Axon to be natively and directly integrated into evidence.com. We use Axon for Tasers, Body Worn Cameras, Fleet Cameras (with new vehicles) and our digital evidence storage.
- Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars.
- Ability to access additional cameras from other Flock Customers, including: Willow Brook, DuPage County Sheriff, Woodridge, Naperville, Lemont, Burr Ridge, Westmont and others.

STAFF / COMMITTEE RECOMMENDATION

Staff recommends the purchase of LPR from Flock Group Inc.

ALTERNATE CONSIDERATION

As recommended by staff.

DECISION MODE

This item will be placed on the April 15th, 2024 agenda for formal Council consideration and approval.

Flock Safety + IL - Darien PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety



EXHIBIT A
ORDER FORM

Customer: IL - Darien PD
Legal Entity Name: IL - Darien PD
Accounts Payable Email: jnorton@darienil.gov
Address: 1710 Plainfield Rd Darien, Illinois 60561

Initial Term: 12 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	8	\$5,200.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	2	\$300.00

Subtotal Year 1:	\$35,500.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$35,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$35,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$35,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Darien PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

AGENDA MEMO
Police Committee
April 15, 2024

ISSUE STATEMENT

Approval of an ordinance authorizing the sale or disposal of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals.com, or disposed of:

ITEM	EXPLANATION
1. (1) Toshiba eStudio 457	No longer operable
2. (3) Chairs	Broken
3. (1) 2015 Ford Taurus Black	No longer needed
4. (1) 2015 Ford Taurus Grey	No longer needed
5. (1) 2016 Ford Taurus Grey	No longer needed
6. (1) 2016 Ford Taurus Blue	No longer needed
7. (1) Podium on Wheels	No longer useful
8. (1) Ford Explorer Push Bar	No longer needed
9. (1) APC Power Backup	No longer operates
10. (1) Haier Air Filter	No longer works

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the April 15, 2024 City Council Agenda for formal approval.