

WHERE HISTORY & PROGRESS MEET

NOTICE

PUBLIC AFFAIRS COMMITTEE

Monday, September 27, 2021 7:00 P.M. – Council Chambers

AGENDA

- 1. Call to Order, Roll Call, and Establishment of a Quorum
- 2. Approval of Minutes
 - A. Public Affairs Committee of August 30, 2021
- 3. Public Participation / Presentations
- 4. Items for Consent
 - A. Resolution No. 21-R-0082 A Resolution Approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for TASERs.
 - B. Resolution No. 21-R-0084 A Resolution Approving the Purchase of an Apex Officer Training Simulator from GOVRED Technology, Inc.
 - C. Frosty Fest
 - D. Frosty 5K Run
- 5. Items for Discussion
- 6. Unfinished Business
- 7. New Business
- 8. Reports from Staff
 - A. West Chicago Police Department Monthly Report
- 9. Adjournment

MINUTES

PUBLIC AFFAIRS COMMITTEE

Monday August 30, 2021 7:35 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum.

Chairman Chassee called the meeting to order at 7:35pm. Roll Call found Alderman Brown, Hallett, Swiatek, Short and Jakabcsin.

Alderman Birch Ferguson joined the meeting at 7:37pm.

2. Approval of Minutes.

A. Public Affairs Committee Minutes of July 26, 2021. Alderman Brown made a motion, seconded by Alderman Jakabcsin to approve the minutes of the Public Affairs Committee meeting. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabcsin. Voting Nay: 0. Motion carried.

3. Public Participation / Presentations.

The following residents of West Chicago have expressed their concerns and opposition against Video Gaming.

Richard Vigsnes
Patrick McCormack
Brendan McCormack
Jim Beifuss
Heidi Kuharich, 140 East Pomeroy Street
Julie Harper, 645 Wildwood Lane

4. Items for Consent.

A. Halloween Festivities - Alderman Brown made a motion, seconded by Alderman Swiatek to direct this item to City Council for approval. Voting Aye: Chairman Chassee, Alderman Brown, Hallett, Birch Ferguson, Swiatek, Short and Jakabesin. Voting Nay: 0. Motion carried.

5. Items for Discussion.

6. Unfinished Business.

A. City Museum – City Administrator Michael Guttman explained the contract with Phalen Consulting, Inc. Ms. Sara Phalen did follow up with an explanation of the contract.

Alderman Short suggested a change in hours to have more availability in the evenings and on weekends. Ms. Phalen did mention that she has been looking into extending the weekend hours.

Mr. Guttman mentioned the contract will continue as presented. Ms. Phalen and Tom Dabareiner, Community Development Director, will talk about the extended hours and will report to the Committee.

B. Video Gaming – Chief Fleury gave a report on information obtained from surrounding cities in the Dupage County area on video gaming. Data contains total number of machines, revenue and criminal activities. A survey was conducted with the business in West Chicago that hold liquor licenses and asked if they would be interested in having video gaming in their establishments. Out of the twenty businesses, eleven were interested, two were not, one is out of business due to Covid and the remaining were left messages for a call back with their vote.

The direction of the Committee is to Staff is to take this discussion item to City Council with recommendations. Yes: Chairman Chassee, Alderman Brown, Birch Ferguson, Swiatek and Short. No: Alderman Hallett and Jakabesin.

7. New Business.

- A. The speeding on Sophia Street item was withdrawn from the agenda. The enforcement action taken has satisfied the person who had previously requested the enforcement.
- B. Alderman Short asked for additional traffic enforcement on the corner of Bishop and Forest. Chief Fleury will add additional enforcement at the intersection.

8. Reports from Staff.

- A. West Chicago Police Department Monthly Report. Chief Fleury will provide the Joliet Street study report.
- **9. Adjournment.** Alderman Hallett made a motion to adjourn, seconded by Alderman Birch Ferguson. The motion was approved by voice vote, and the meeting adjourned at approximately 8:55pm.

Respectfully submitted,

Yahaira Bautista Administrative Assistant to Chief of Police West Chicago Police Department

CITY OF WEST CHICAGO				
PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY				
ITEM TITLE: Resolution No. 21-R-0082 A Resolution approving the Master Services and Purchasing Agreement with Axon Enterprises, Inc. for TASERs	AGENDA ITEM NUMBER: FILE NUMBER: COMMITTEE AGENDA DATE: September 27, 2021 COUNCIL AGENDA DATE: October 4, 2021			
PREPARED BY: Colin Fleury, Chief of Police	SIGNATURE			
APPROVED BY: Michael Guttman, City Administrator	SIGNATURE			
ITEM SUMMARY: The Police Department currently owns 15 conducted energy wear model name X26P, were purchased from Axon Enterprises, Inc. (our TASERS are no longer under warranty; the remaining six wi TASERs are not subject to a service contract. Any supplies training/certification equipment and cartridges (these contain the contract)	Axon) in piecemeal fashion between 2015-2018. Nine of ll be out of warranty within the next 12-24 months. Our s needed for these devices such as holsters, batteries,			

as-needed basis.

Axon currently offers an upgraded TASER, known as the TASER 7. The TASER 7 includes several desirable upgrades from the X26P. For instance, the TASER 7 has two cartridges loaded and available for use, while the X26P contains one. Further, one of the cartridges loaded in the TASER 7 is designed for close-quarter use (as close as 4'), while the second is specific to longer distances (11.5' and greater).

Additionally, the TASER 7 is designed to be stored in an internet-connected docking station. The docking station allows for daily download of data, charging of the battery and transmission of software updates to the device. The X26P, by contrast, is powered by a non-rechargeable battery, and data downloads/software uploads are done manually by staff on a quarterly basis. This process requires each X26P unit to be taken out of service, plugged into a computer and the resulting data downloaded and stored. To the point of data storage, the TASER 7 utilizes the same data storage platform as our Body Worn Cameras (BWCs) and in-car camera system (both of which are also Axon products).

Finally, the proposed contract includes several advantageous provisions, including a warranty on the TASERs for the life of the contract as well as the cost of all replacement cartridges (both those needed for annual training, as well as those for use in the field) over the course of five years.

Staff is requesting to enter into a Master Services and Purchasing Agreement with Axon for the purchase and use of Axon products and services associated with 15 TASERs for an amount not to exceed \$75,749.97 (payable over the course of a five year contract). This proposed purchase will be made using money from the Drug Asset Forfeiture Fund, which is a restricted fund from which only eligible equipment purchases may be made; no personnel/benefit, non-police-related capital or other routine operating expenses may be paid from the Drug Asset Forfeiture Fund.

Please see the attached Quote and Master Services and Purchasing Agreement for further information.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 21-R-0082

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0082

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN CONTRACT WITH AXON ENTERPRISES, INC.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain contract between Axon Enterprises, Inc. and the City of West Chicago, a copy of which is attached hereto as Exhibit "A."

APPROVED this 4th day of Octol	per, 2021.
AYES:	
NAYES:	
ABSTAIN:	
ABSENT:	
	Mayor Ruben Pineda
ATTEST:	
City Clerk Nancy M. Smith	
ATTEST: City Clerk Nancy M. Smith	



This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- Term. The start date is based on the initial shipment of TASER 7 hardware ("Start Date"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("Term"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- Unlimited Duty Cartridge Plan. If the Quote includes "Unlimited Duty Cartridge Plan", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- Training. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "Training Content"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- Payment. Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- Shipping. Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- Hardware Limited Warranty. Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start

Title: TASER 7 Agreement (Online)

Page 1 of 8



Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

Warranty Limitations. Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- Spare Products. For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to agency in accordance with the shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- Trade-In. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date		
Less than 100 officers	30 days		
100 to 499 officers	90 days		
500+ officers	180 days		

- 11 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.
- Design Changes. Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.

Title: TASER 7 Agreement (Online)



- **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - **13.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - **13.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- Delays. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- **Export Compliance**. Each party will comply with all import and export control laws and regulations.
- **Assignment**. Agency may not assign or transfer this Agreement without Axon's prior written approval.
- 18 <u>Governing Law; Venue</u>. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- Entire Agreement. This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	Agency	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

Title: TASER 7 Agreement (Online)



TASER 7 Axon Evidence Terms of Use Appendix

1 <u>Definitions</u>.

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

- 2 <u>Subscription Term.</u> The TASER 7 Axon Evidence Subscription Term begins on the Start Date.
- Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of endusers than the Quote specifies.
- Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 Privacy. Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a

Title: TASER 7 Agreement (Online)

Page 4 of 8



current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- Storage. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- <u>Location of Data Storage</u>. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
 - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

- Axon Evidence Warranty. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- Axon Evidence Restrictions. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - **12.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - **12.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement:
 - **12.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - **12.7.** use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 After Termination. Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There

Title: TASER 7 Agreement (Online)

Page 5 of 8



will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

- Post-Termination Assistance. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- U.S. Government Rights. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Title: TASER 7 Agreement (Online)



Professional Services Appendix (only applies if Agency purchases CEW Professional Services)

1 <u>Utilization of Services</u>. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

<u>CEW Services Packages</u>. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Agency
- For the CEW Starter Package: Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

3 <u>Smart Weapon Transition Service</u>. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 <u>Out of Scope Services</u>. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

Title: TASER 7 Agreement (Online)

Page 7 of 8



- **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("Installation Site") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- Acceptance. When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Title: TASER 7 Agreement (Online)



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 **United States** VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

Q-336074-44455.844DE

Quote Expiration: 09/30/2021

EST Contract Start Date: 10/01/2021

Payment Terms: N30 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-325 Spencer St	West Chicago Police Department - IL
325 Spencer St	325 Spencer St
West Chicago, IL 60185-3154	West Chicago, IL 60185-3154
USA	USA
	Email:

PRIMARY CONTACT	SALES REPRESENTATIVE
	Dan Effinger
Phone: (630) 293-2222 Email: cfleury@westchicago.org Fax:	Phone: Email: deffinger@axon.com Fax:
T un.	Tax.

THE WARRENT PROPERTY.	
Program Length	60 Months
TOTAL COST	\$75,749.97
ESTIMATED TOTAL W/ TAX	\$75,749.97

Bundle Savings	\$31,390.26
Additional Savings	\$4,600.00
TOTAL SAVINGS	\$35,990.26

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	\$14,969.99
Year 2	Nov, 2022	\$14,969.99
Year 3	Nov, 2023	\$14,969.99
Year 4	Nov, 2024	\$14,969.99
Year 5	Nov, 2025	\$14,969.99

Q-336074-44455.844DE 1

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle Summar	y	为"数"的"数"的"数"的"数"的"数"的"数"。
Item	Description	QTY
T7AO	2021 T7 Cert Add-On (Shared Handles)	25
T7Cert	2021 Taser 7 Certification Bundle	15
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 T7 Cert Ac	dd-On (Shared	Handles) Quantity: 25 Start: 10/1/2021 Er	nd: 9/30	/2026 Total:	26250.02 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	75	\$21.68	\$21.68	\$1,626.36
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	75	\$21.68	\$21.68	\$1,626.36
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	25	\$27.96	\$27.96	\$699.05
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	25	\$27.96	\$27.96	\$699.05
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-	50	\$21.68	\$21.68	\$1,084.24

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		DEGREE) NS		TO THE REAL PROPERTY.		
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	50	\$21.68	\$21.68	\$1,084.24
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$21.68	\$21.68	\$1,084.24
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	50	\$21.68	\$21.68	\$1,084.24
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$21.68	\$21.68	\$1,084.24
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	50	\$21.68	\$21.68	\$1,084.24
Duty Cartridge Replenishment Plan	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	25	\$85.60	\$85.60	\$2,139.95
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	25	\$171.20	\$171.20	\$4,279.89

Bundle: 2021 Taser 7 C	ertification Bun	idle Quantity: 15 Start: 10/1/2021 End: 9/3	30/2026	Total: 49499	9.95 USD	
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	15	\$244.91	\$244.91	\$3,673.67
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	\$1,404.16	\$1,254.16	\$18,812.39
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	\$31.02	\$31.02	\$1,396.00
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	45	\$31.02	\$31.02	\$1,396.00
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	\$40.00	\$40.00	\$600.03
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	15	\$40.00	\$40.00	\$600.03
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$244.91	\$244.91	\$244.91
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$122.46	\$122.46	\$122.46
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$61.23	\$61.23	\$61.23

Q-336074-44455.844DE

3

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	\$31.02 \$31.02		\$930.66	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	30	\$31.02 \$31.02		\$930.66	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	30	\$31.02 \$31.02		\$930.66	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	30	\$31.02	\$31.02	\$930.66	
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	18	\$70.21	\$70.21	\$1,263.74	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	\$31.02	\$31.02	\$930.66	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	\$31.02	\$31.02	\$930.66	
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	\$31.02	\$31.02	\$930.66	
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	\$31.02	\$31.02	\$930.66	
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	15	\$122.46	\$122.46	\$1,836.84	
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,224.56	\$1,224.56	\$1,224.56	
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$35.84	\$35.84	\$35.84	
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1- BAY / 6-BAY DOCK	1	\$8.53	\$8.53	\$8.53	
Other	80395	EXT WARRANTY, TASER 7 HANDLE	15	\$244.91	\$244.91	\$3,673.67	
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	\$16.46	\$16.46	\$296.25	
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$244.91	\$244.91	\$244.91	
Holsters	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	15	\$65.31	\$65.31	\$979.65	

Q-336074-44455.844DE

Bundle: Dynamic Bundle	Quantity: 1	Start: 10/1/2021 End: 9/30/2026 Tot	tal: 0 USD			
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	\$0.00	\$0.00
Other	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	11	\$80.00	\$0.00	\$0.00
Other	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	9	\$80.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature	Date Signed

9/16/2021

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CITY OF WEST CHICAGO

PUBLIC AFFAIRS C AGENDA ITEM S	
ITEM TITLE: Resolution No. 21-R-0084 A Resolution approving the purchase of an Apex Officer Training Simulator from GOVRED Technology, Inc.	AGENDA ITEM NUMBER: 4. B
	COMMITTEE AGENDA DATE: September 27, 2021 COUNCIL AGENDA DATE: October 4, 2021
PREPARED BY: Colin Fleury, Chief of Police	SIGNATURE
APPROVED BY: Michael Guttman, City Administrator	SIGNATURE

ITEM SUMMARY:

The adoption of the "SAFE-T Act" by Governor Pritzker on January 22, 2021 brought challenges to several areas of law enforcement, with training being one of those areas. As part of the new mandates, we will be required to do 30 extra hours of training every three years to include:

- 1) At least 12 hours of hands on, scenario-based role-playing.
- 2) 6 hours on Use of Force, including de-escalation techniques
- 3) 6 hours of high risk traffic stops
- 4) Specific training on Officer safety techniques, including cover, concealment and time

These new mandates, along with an increasing emphasis in the law enforcement profession on quality training in general, is going to create a demand that our existing sources for training likely will be hard-pressed to effectively meet.

In the past several years, significant strides have been made in the delivery of law enforcement-related training using virtual reality (VR) technology. To that end, we are proposing the purchase of a VR system named "Apex Officer." Apex Officer (hereafter, Apex), sold by GOVRED Technology, Inc., is an interactive crisis intervention, de-escalation and force options training simulator.

The purchase of the Apex system will allow us to fulfill many State training mandates while providing a significant upgrade to the training we already receive. A study by Dr. Narendra Kini, CEO of Miami Children's Health Systems, determined the use of VR technology to deliver training for certain medical procedures resulted in a retention level of 80% one year later. The Apex system is able to create thousands of different outcomes in hundreds of different scenarios because it is based on VR technology.

Also factored into the decision to pursue the purchase of this system is the fact while use of force training is obviously important, exposing officers to situations in which force does not become necessary based on effective de-escalation efforts is of paramount importance as well. The Apex system allows training to be delivered in which not every scenario culminates with a use of force. This "shoot don't shoot"/decision-based training is key to the continued development of a baseline mindset of our officers that de-escalation, when tactically appropriate, is the preferred approach to conflict resolution.

Additionally, the Apex system allows officers to utilize and train with both lethal and less lethal equipment. The fact the system operates in a virtual world will allow us to deliver high-impact training without the associated cost for ammunition (which is becoming increasingly expensive with longer lead times to obtain) as well as reduce the likelihood of injury during training to officers.

CITY OF WEST CHICAGO

Opportunities for VR-based training via external training partners are rare. Owning such a system will allow the Department to train when it wants, as often as it wants. We will not be beholden to the schedules and limits of other organizations and equipment. This will ultimately cut down on our overtime costs while drastically increasing the training officers receive.

Additionally, use of the VR simulator could also help promote goodwill within the community. The Department could use the simulator for the Citizens Police Academy, the West Chicago Police Explorer Program, National Night Out and other events in which it would be beneficial to provide members of the public a realistic experience on what it is like to be a police officer.

Finally, staff has researched other law enforcement-related VR systems and has determined the system sold by GOVRED Technology, Inc. is by far the most realistic, versatile and highest overall quality such product currently available.

Staff is requesting to purchase an Apex Officer VR simulator for an amount not to exceed \$62,500.00. There are no recurring fees associated with this training system and all software upgrades for the life of the system are included in the quoted price. This proposed purchase will be made using money from the Drug Asset Forfeiture Fund, which is a restricted fund from which only eligible equipment purchases may be made; no personnel/benefit, non-police-related capital or other routine operating expenses may be paid from the Drug Asset Forfeiture Fund.

Please see the attached quote and terms and conditions for further information.

ACTIONS PROPOSED:

Staff recommends approval of Resolution No. 21-R-0084.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0084

A RESOLUTION AUTHORIZING THE PURCHASE OF A LAW ENFORCEMENT-RELATED VIRTUAL REALITY TRAINING SYSTEM

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to approve and the City Clerk is authorized to attest the approval of the purchase of a law enforcement-related virtual reality training system, details of which are contained in the attached quote and terms and conditions information.

APPROVED this 4 th day of October	r, 2021.
AYES:	
NAYES:	
ABSTAIN:	
ABSENT:	
	Mayor Ruben Pineda
ATTEST:	
City Clerk Nancy M. Smith	
City Clork Ivalley Ivi. Dilliul	



Apex Officer Training Simulator

Interactive Crisis Intervention, De-Escalation, and Force Options Training Simulator

Proposal Prepared For:

Ed Berg

West Chicago Police Department

325 Spencer St, West Chicago, IL 60185

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Dear Ed Berg,

Thank you for your interest in the interactive Apex Officer virtual reality training simulator from Govred Technology, Inc. This proposal and attached sole source letter will provide you with the requested system information, specifications, pricing, and details for the system and equipment you've inquired about.

The Apex Officer training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario-based exercises with detailed debriefing and after-action reviews. Each Apex Officer system is designed to increase trainee knowledge, skills, and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our history of providing innovative interactive simulation training solutions, Apex Officer has become widely regarded as a low-risk, highly reliable contracting, and business partner. We have the industry's most dedicated and customer-committed sales and support team on staff and all Apex Officer customers receive the best technical service in the business, including free software updates, newly developed and released training content with new exercises and environments to keep trainee interest high and skills sharp.

On behalf of the entire Apex Officer team, I sincerely appreciate the consideration of our proposal for this requirement and also to have the opportunity to be of service to the men and women of West Chicago Police Department.

Respectfully sent on August 27, 2021.

Chase Dittmer
Founder and CEO

GOVRED Technology, Inc. Direct: 702-901-5344 chase@apexofficer.com www.apexofficer.com

APEX OFFICER - PRO TRAINING SIMULA	OTA	R SUITE
Description	Qty	Price
Apex Officer – Pro Training Simulator System Includes:	1	\$95,868.00
Apex Officer Content Library Every Apex Officer training system includes 24/7 access to Apex Officer's proprietary content library. Apex Officer's content library of virtual reality police and law enforcement training scenarios is the most extensive in the industry. With our unique blend of randomization, artificial intelligence, and voice recognition Apex Officer provides police departments and law enforcement agencies an infinite number of training opportunities and scenarios.	Inc.	
High-Performance VR-Ready Workstation Every Apex Officer simulator comes equipped with the world's most powerful wearable workstation – optimized for free-roam experiences. Each workstation computer is capable of delivering a truly immersive virtual reality experience at a smooth 90 frames per second to the headset. Intel Core i7 Processor Nvidia GeForce GTX Graphics Card 16GB DDR4 RAM NVMe Solid State Storage Windows 10 Pro 64-Bit Operating System Hot-Swappable Batteries	Inc.	

Virtual Reality Head Mounted Display (HMD) Apex Officer utilizes a state-of-the-art virtual reality head-mounted display to create the world's most realistic and immersive judgmental training simulator. With our HMD, we're capable of producing active engagements from a 360-degree environment surrounding the trainees. Our systems utilize Dolby Atmos multi-directional audio technology and seamless software simulations that simulate different environments and situations that will challenge trainees.	Inc.	
Virtual Training Accessories Apex Officer proprietary Virtual Training Weapons and accessories are designed to look, weigh, and feel just like their real-life counterpart. We worked hand and hand with multiple engineers in designing the firearms and training equipment used in our simulations. VR-Training Accessories Included: • Apex-VTW-U1 (Universal Device) • Apex-VTW-G1 (Pistol) • Apex-VTW-T26 (Taser) • Apex-VTW-R1 (Rifle) Every Apex Officer Virtual Training Weapon is equipped with: • Up to 32 low power, ASIC sensors, for 360-degree coverage • Built-in 1000Hz IMU for low latency, high-resolution tracking • Bluetooth and wireless connectivity • Rechargeable battery	Inc.	
Apex Wireless (AW) The Apex Wireless system is a proprietary combination of wireless networking systems working in harmony to deliver a fully immersive wireless virtual reality experience. • 4x Wireless Base Stations • Bluetooth Transmitters and Receivers	Inc.	
After Action Debriefing (AAD) Our After-Action Debriefing system provides real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the Apex Officer line of simulators.	Inc.	

Advanced Officer Analytics (AOA) Our Advanced Officer Analytics system provides law enforcement agencies with the opportunity to optimize their recent training activities and provides unprecedented learning opportunities for every officer using the simulator. With the AOA, police departments can track training results and behaviors for each individual officer that runs through the simulator. With this data, the departments have an unprecedented insight into the strengths and weaknesses of each individual officer; thus, allowing for follow-up training exercises.					
Apex Reporting and Monitoring Audio and picture in picture color video capture of trainee's actions in a scenario that can be used for immediate or later debriefing and review. All footage can be scheduled for permanent deletion at a specified time interval (i.e. 24 hours, 72 hours, etc.).					
Apex Officer Training with Setup Instructor/Operator Master course covering the Apex Officer system, hardware setup, software updates, troubleshooting, and more for up to 6 students.	Inc.				
Apex Officer – Pro Training Simul	ator:	\$95,868.00			
First In Illinois Disco		-\$48,368.00			
	\$47,500.00				
OPTIONAL UPGRADES					
Apex Officer X2 – Hardware Upg		\$25,000.00			
First In Illinois Disco	ount:	-\$10,000.00			
	otal:	\$15,000.00			
Grand Total W/ Upgra	ades:	\$62,500.00			

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-See Important Terms and Conditions Below-

Standard Terms and Conditions

- 1. Please make purchase order (PO) out to GOVRED Technology, Inc.
- 2. Payment Terms: Net 30 from date of invoice.
- 3. Budgetary Pricing: This document is intended for budgeting purposes only and does not constitute a firm-fixed-price offer nor binding agreement.
- 4. U.S. Delivery Lead Time:
 - a. Standard Production System: 30 Days ARO
 - b. Custom System Production: 120-180 ARO dependent on the level of customization and component requirements.
- 5. Warranty: 12 Months from date of shipment.
- 6. If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority. However, we may collect Sales Tax for the following states: CA, FL, HI, IA, KY, MA, MI, NV, NY, UT, WA, WV.
- 7. Quote Valid: 30 days.
- 8. All prices quoted in US Dollars (\$USD).
- 9. Late Payment Penalties: Invoices not paid within 30 days of the invoice date will accrue interest at 2% per week.

Purchasing/Contracting Information

- 1. Company Name: GOVRED Technology, Inc.
- 2. Company Address: 5006 Bond St, Las Vegas, NV 89118
- 3. Order POC: Chase Dittmer
- 4. Order Email: chase@apexofficer.com
- Phone: 702-901-5344
 Cage Code: 7Z1H2
 Tax ID: 82-1742313
 DUNS: 080742556

Business Sensitive: This document is confidential information and contains proprietary information belonging to Govred Technology Inc., and further acknowledges its obligation to comply with the provisions of this notice.

Sole Source Letter

Govred Technology, Inc. 5006 Bond St, Las Vegas, NV 89118

Phone: 702-901-5344

https://www.apexofficer.com

RE: Sole Source Letter August 27, 2021 To Whom It May Concern:

This letter is to confirm that the Apex Officer – Pro Training Simulator and Apex Officer X1, X2, X3, and X9 – Pro Training Simulator are all sole-source products, manufactured, sold, and distributed exclusively by Govred Technology, Inc. Currently, Govred Technology, Inc. is the sole manufacturer and provider of Apex Officer; nor any other company makes a similar or competing product. This product must be purchased directly by institutions from Govred Technology, Inc. at the address provided below. There are no agents or dealers authorized to represent this product.

There are no other like item(s) or product(s) available for purchase that would serve the same purpose or function because of the proprietary and exclusive Apex Officer content library, training modules, dynamic scenario generator, haptic feedback system, backpack-mounted modular workstations, virtual reality training technology accessories and more.

If you desire additional information, do not hesitate to contact me at 702-901-5344 at any time or visit our website at https://www.apexofficer.com. Thank you for your interest in our products.

Sincerely, Chase Dittmer Co-Founder

Govred Technology, Inc.

5006 Bond St, Las Vegas, NV 89118

Phone: 702-901-5344

Email: chase@apexofficer.com https://www.apexofficer.com/

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Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line; d	to not leave this line blank																
	Govred Technology, Inc. 2 Business name/disregarded entity name, if different from above																	
page 3.										certain entities, not individuals; se instructions on page 3):								
ype. tions on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	ist/es	tate	Exempt payee code (if any)														
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.									C is code (if any)								
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See	5006 Bond St																	
	6 City, state, and ZIP code																	
	Las Vegas, NV 89118																	
	7 List account number(s) here (optional)																	
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2. I an Ser	e number shown on this form is my correct taxpayer identification num n not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a failu longer subject to backup withholding; and	ickup withholding, or (b) I have i	not b	een n	otifie	d by	the I	ntern	al Re	evenu that	ue I am						
3. I an	n a U.S. citizen or other U.S. person (defined below); and																	
	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA report	ing is con	rect.														
Certifi you ha acquis other t	ication instructions. You must cross out item 2 above if you have been rave failed to report all interest and dividends on your tax return. For real estition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification,	notified by the IRS that y state transactions, item tions to an individual ref	you are cu 2 does no tirement a	rrent ot ap	tly sub ply. Fo	r mo	tgage	gen	rest perally	paid,	ment	s						
Sign Here			Date ►	1	10	/	7/	17	20	2	0							
Ge	neral Instructions	• Form 1099-DIV (ofunds)	dividends	, inc	luding	thos	e fron	n sto	cks	or m	utual							
Section noted	on references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC proceeds)	(various	type	s of in	com	e, priz	tes,	awar	ds, o	r gro	ss						
relate	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted	Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)																
	hey were published, go to www.irs.gov/FormW9.	Form 1099-S (proceeds from real estate transactions)																
Pur	pose of Form	• Form 1099-K (me							- 1	insac	tions	s)						
	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	• Form 1098 (home 1098-T (tuition)																
identi	fication number (TIN) which may be your social security number	• Form 1099-C (ca	anceled de	ebt)														
	, individual taxpayer identification number (ITIN), adoption yer identification number (ATIN), or employer identification number	• Form 1099-A (ac	quisition o	or ab	andor	ment	of se	cure	d pro	pert	y)							
	to report on an information return the amount paid to you, or other	Use Form W-9 c	only if you	are	a U.S	pers	on (ir	cluc	lina a	resi	dent							

alien), to provide your correct TIN.

later.

If you do not return Form W-9 to the requester with a TIN, you might

be subject to backup withholding. See What is backup withholding,

amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

CITY OF WEST CHICAGO

CIT OF WEST CHICAGO						
	AIRS COMMITTEE					
ITEM TITLE: Frosty Fest	AGENDA ITEM NUMBER: 4. C. FILE NUMBER: COMMITTEE AGENDA DATE: September 27, 2021 COUNCIL AGENDA DATE:					
STAFF REVIEW: Tom Dabareiner	SIGNATURE					
APPROVED BY CITY ADMINISTRATOR: Michael Guttman	SIGNATURE					
ITEM SUMMARY:						
Frosty Fest is scheduled for Saturday, December 4, 2021 from 4:00 - 7:00 p.m. in Downtown West Chicago.						
This event is free to the public, sponsored by the City with the support of community partners. Frosty Fest includes, but is not be limited to: a Frosty Procession, visits with Santa and Mrs. Claus, decorated streets and storefronts, horse-drawn wagon rides, carolers, an official tree lighting ceremony, and live reindeer.						
The event will take place outside along Main Street	t and at participating indoor locations.					
Certificates of Insurance naming the City as additional insured and/or hold harmless waivers will be secured as necessary.						
ACTIONS PROPOSED:						
 Approval for: Use of Police and Public Works services to support the event. Closure of Main Street from Chicago Street to Washington Street from 12:00 p.m. – 7:30 p.m. Rolling closure for procession on Main Street beginning at eastern access drive to the Metra parking lot to Center Street from 4:00 – 4:30 p.m. Center Street to High Street to Galena Street for horse-drawn ride from 4:00 – 7:00 p.m. Street closure begins at 12:00 p.m. in preparation for the event. 						

COMMITTEE RECOMMENDATION:

City of West Chicago SPECIAL EVENT PERMIT APPLICATION for City-sponsored Events



Name of Event: Frosty Fest
Location of Event: Main St. – Downtown West Chicago
Date(s) of Event: December 4, 2021 Hours of Event: 4:00 p.m. to 7:00 p.m. Est. Attendance: 1,000
Name of Sponsoring Organization(s): City of West Chicago
Contact person from sponsoring organization: Nicolette Stefan
Cell Phone: 847-361-0121 E-mail: nstefan@westchicago.org
Is this an annual event? x Yes □ No If Yes, provide next year's event date: <u>December 3, 2022</u>
Signatory agrees to abide by the State of Illinois Firearm Concealed Carry Act. *All applications must be signed.
(Signature*) (Print Name of Signatory) (Date)
FOR OFFICE USE ONLY

Based on the information which has been submitted, the request for a permit has been:
☐ Approved Permit No ☐ Denied Remarks:
Authorized Signature
Title Date

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY							
ITEM TITLE: Frosty 5k	AGENDA ITEM NUMBER: FILE NUMBER: COMMITTEE AGENDA DATE: September 27, 2021 COUNCIL AGENDA DATE:						
STAFF REVIEW: Tom Dabareiner	SIGNATURE						
APPROVED BY CITY ADMINISTRATOR: Michael Guttman	SIGNATURE						
ITEM SUMMARY:							
Frosty 5k Walk/Run event is scheduled for Saturday, December 4, 2021. The course route takes place on City streets, starting and ending on Turner Court. Registration opens at 7:30 a.m., the 5k race starts at 8:30 a.m. The event is expected to end at approximately 10:30 a.m.							
the cost it takes to produce the event. Discount	n fees in order to participate. These fees help alleviate ed rates are available to students and West Chicago ailable. This event is sponsored by the City with the						
Certificates of Insurance naming the City as adsecured as necessary.	ditional insured and/or hold harmless waivers will be						
ACTIONS PROPOSED:							
 Approval for: Use of City streets for the 5k race. Use of Police and Public Works services to Rolling street closure during the 5k race. 	support the event.						
COMMITTEE RECOMMENDATION:							

City of West Chicago SPECIAL EVENT PERMIT APPLICATION for City-sponsored Events



Name of Event: Frosty 5k	
Location of Event: West Chicago City streets	
Date(s) of Event: <u>December 4, 2021</u> Hours of Event:	6:00 a.m. to 10:30 a.m. Est. Attendance: 300
Name of Sponsoring Organization(s): City of West Chi	cago
Contact person from sponsoring organization: Nicole	tte Stefan
Cell Phone: 847-361-0121 E-mail: nstefan(@westchicago.org
Is this an annual event? X Yes ☐ No If Yes, provide Signatory agrees to abide by the State of *All applications m	Illinois Firearm Concealed Carry Act.
Man	
(Signature) Micolake	Name of Signatory) (Date)
(Plint	Name of Signatory) (Date)
**************************************	**************************************
Based on the information which has been submitted, the requ	uest for a permit has been:
☐ Approved Permit No	☐ Denied Remarks:
Authorized Signature	
Title Date	
Title Date	

WEST CHICAGO POLICE DEPARTMENT MONTHLY REPORT



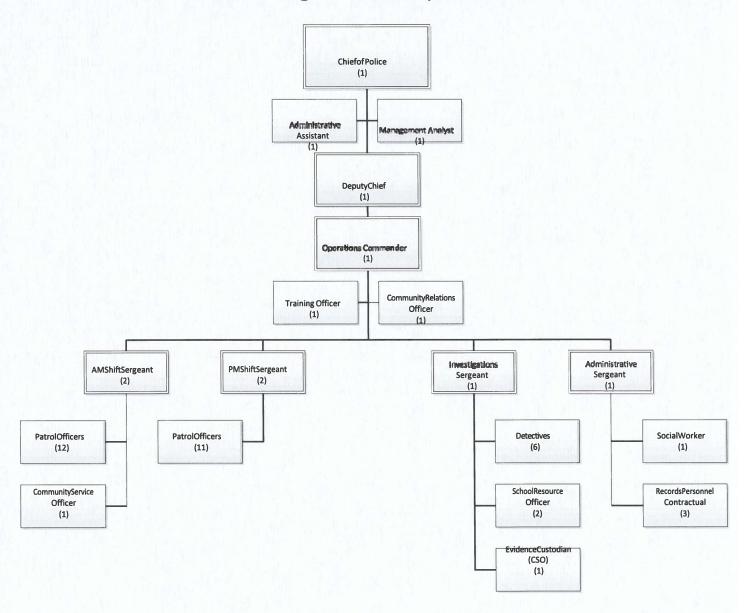
AUGUST 2021
Colin Fleury, Chief of Police

TABLE OF CONTENTS

Organizational Chart	3
Department Overview	4
Personnel	5
Criminal Activities	
Monthly Totals	10
Officer Activities	11

Organizational Chart

West Chicago Police Department



Department Overview

The Mission of the West Chicago Police Department is to Protect Life and Liberty, Provide Quality Police Services, and Forge Community Partnerships with Integrity and Professionalism.

There are three divisions in the Police Department: the Office of the Chief of Police, the Operations Division and the Support Services Division.

The primary responsibility of the Office of the Chief of Police is to provide general management direction and control for the Department. The Office of the Chief of Police consists of the Chief of Police, the Management Analyst and the Administrative Assistant.

The Operations Division consists of Uniformed Patrol Officers, Community Service Officers, Detectives, School Resource Officers, Evidence/Property, the Training Officer and the Community Relations Officer.

The Support Services Division consists of Vehicle and Building Maintenance, Records and Social Services.

Personnel

On August 16th, Officer Zepeda began an assignment as the School Resource Officer position for District 33.

On August 20th, members of the West Chicago Police Department participated in the Coffee for Champions at Dunkin Donuts locations in the City. The fundraiser for Special Olympics of Illinois raised almost \$10,000.00.



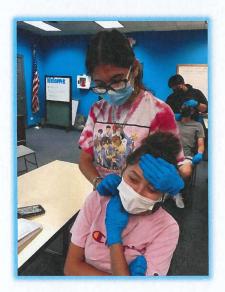
On August 20th, Chief Fleury and Mayor Pineda delivered coffee and donuts as part of the Meet the Chief Coffee & Donut Delivery. The Department wishes to thank the following businesses for participating: A.R.M. & Associates, Action Plumbing, Airhart Construction Corporation, American Standard Circuits, AT&T (Streamwood location), B&B Networks, Barco Stamping, Boost Auto Parts, Chicago Industrial Fasteners, Chihuahua Tire Shop, CTC Machine Shop, Daniel and Associates Real Estate, Domino's Pizza, DS Containers, ESM Products, Flolo Corporation, FNBC Bank, Frain Industries, Gary Spielman Plumbing, Groebner, Haggerty Ford, Hawthorne's Backyard, HFI, Integrated Control Technologies, Jel Sert, Jiffy Lube, Joshua's Pest Control, Kentucky Fried Chicken, KRK Mechanical, Marcy Laboratories, Metro Self Storage, Mineral Masters, Orgchem LLC, Perfect Plastic, Resto Paint, Rite Way Automotive Service, Royal Polish Nail & Salon, S.S. Schwarz Construction, St. Andrews Golf Course, WCCHS Physical Education Teacher, We Grow Dreams, West Chicago Professional Center, West Chicago Social Club, and the Western DuPage Chamber of Commerce.





On August 25th, The Police Explorers received training on defensive tactics. Officer Jones provided information to the youths on pressure points.





On August 28th, the Explorers provided assistance at the West Chicago Food Festival.



Criminal Activities

Aggravated Discharge of a Firearm:

Person(s) unknown fired a bullet into the garage of a residence in the 1200 block of S. Oak St. A bullet hole and bullet were found in the garage. A shell casing was located on the street near the residence and a second shell casing was found further down the street. Witnesses heard an argument involving a male on foot. A white SUV was also reported in the area around the same time. Investigation is ongoing.

Person(s) unknown fired five shots at a residence in the 500 block of Kenwood Ave. Officer on an unrelated traffic stop heard five guns shots to the west of his location and began to drive to the area from where the shots emanated. While en route, the residents called and advised five shots had been fired at the house. Investigation is ongoing.

Criminal Damage to Property:

A known person damaged vehicles parked in the 800 block of High Ridge Drive. The offender showed up to confront the victim. When the victim refused to answer the door, the offender grabbed a rock and shattered the windshields of two vehicles owned by the victim. The suspect was located and issued two local Ordinance violations for Criminal Damage to Property.

A known person damaged the door to an apartment in the 200 block of N. Neltnor Blvd. The suspect forced open the door to the apartment, entered the unit and then left. Investigation is ongoing.

Person(s) unknown damaged a vehicle parked in the 500 block of Carriage Dr. The rear window to the car had been broken by unknown means.

Criminal Defacement:

Person(s) unknown spray painted non-gang related graffiti on the street in the 200 block of W. Brown St.

Person(s) unknown spray painted gang-related graffiti on a fence on the north side of a residence in the 400 block of Glen Ave.

Person(s) unknown spray painted gang-related graffiti on a fence in the backyard of a residence in the 600 block of Joliet St.

Fraud:

Person(s) unknown made numerous unauthorized charges to the victim's debit account. A Meijer Door Dash Order totaled \$268.73, two Walmart charges totaled \$1,400.00 and there was a \$25.00 Grub Hub delivery from the Jewel at Roosevelt and Canal in Chicago. The victim, of the 700 block of S. Neltnor Blvd., was able to have these charges denied/refunded. A \$2,900 Zell payment is still outstanding. Investigation is ongoing.

Person(s) unknown called the victim at a residence located in the 400 block of W. Blair St. The caller stated the victim was "in trouble" with law enforcement. The victim as directed to purchase \$400.00 in Google Play Cards and provide the card information to the caller. The victim provided the card information to the caller. The victim was later requested to provide his social security and address information to the caller.

Person(s) unknown emailed the victim at her residence in the 1600 block of Orchard Ct. The email appeared to be an invoice and had a number to call. The victim called the number and was convinced to purchase \$700.00 in prepaid Best Buy cards and provide the suspect with the card numbers and redemption codes.

Motor Vehicle Theft:

Person(s) unknown removed a vehicle from a parking lot in the 1200 block of Kings Circle. The owner stated the keys were lost and the car had not been moved for about two weeks. The owner was also unsure as to if the car had been locked. Aurora Police Detectives advised the vehicle had been used in an Aggravated Battery with a Firearm incident in their city.

Person(s) unknown removed a vehicle from The Crusher, located at 651 W. Washington St. The vehicle had been purchased at auction for \$5,000.00 and left unsecured in the lot with a key fob under the front seat. Surveillance video shows a suspect entered the vehicle and removed it on August 6th. Officer learned Lemont Police had run the vehicle's plate on the 19th. The vehicle had been parked in Lemont with the keys in the car for a week. The owner was notified and sent a tow truck to recover the vehicle.

Theft of Cargo Container:

Person(s) unknown removed a semi-trailer from a lot in the 1100 block of Harvester Rd.

Burglary:

Person(s) unknown entered the garage of a residence in the 800 block of Appletree Ln. The homeowners belatedly reported that on July 26th at 1 AM, a vehicle pulled into the victim's driveway. Four subjects wearing ski masks and gloves exited the vehicle one possibly armed with what appeared to be a firearm. One suspect entered the victims' unsecured vehicle parked in the driveway and utilized the garage door opener kept in the car. The other three subjects entered the garage. All four of the suspects are then seen quickly entering the vehicle they arrived in and then leaving the area. The only object known to have been taken was the garage door opener. Investigation is ongoing.

Burglary from Motor Vehicle:

Person(s) unknown entered the unsecured vehicle parked in the 300 block of S. Neltnor Blvd. Removed was a 35mm camera and a lens. The loss is estimated at \$221.00. Investigation is ongoing.

Person(s) unknown entered an unsecured vehicle parked in the 100 block of Ainsley Dr. Removed were two Bluetooth headphones valued at 4100.00 and a wallet valued at \$50.00. The wallet contained a driver's license, credit card, debit card and insurance card.

Theft Under \$500.00:

A known person(s) removed two packages containing \$65.00 worth of clothing from the mailing room of an apartment building in the 700 block of Forest Ave. The victim received notification from Amazon that her items had been delivered. When she went top pick them up, they were missing. Surveillance video captured the suspect removing the victim's packages. Management was able to provide still photos and identify the suspect. The suspect was located, interviewed, admitted to the theft and was issued a local ordinance citation for Theft.

Person(s) unknown removed the victim's bicycle from the gazebo at Reed Keppler Park located at 241 W. National St. The owner left the BMX bicycle valued at \$300.00 unsecured while he went swimming. When he returned, the bicycle was missing.

Theft of Lost/Mislaid Property:

Person(s) unknown removed the victim's wallet from the 900 block of Lorlyn Dr. The victim had placed items on the ground before entering the apartment. She picked up the items and entered the building, later realizing the wallet was left outside. Returning to retrieve the item, it was found to be missing. The wallet contained \$130.00 U.S.C, a debit card and Mexican Metricula card. The victim learned the debit card had been used for a \$1.83 purchase at Mr. A's Liquors and for \$29.01 at the Citgo gas station. Investigation is ongoing.

Theft of Motor Vehicle Parts/Accessories:

Person(s) unknown removed the catalytic converters from two vehicles parked at a business in the 800 block of Industrial Dr.

Person(s) unknown removed the catalytic converter from a vehicle parked in the 1600 block of Downs Dr.

Person(s) unknown removed the catalytic converter from a vehicle parked in the 100 block of Wycliffe Dr.

Aggravated Assault:

A known person is alleged to have confronted the victim while armed with a handgun at a residence in the 600 block of Sherman St. The victim stated he was in the house when the suspect entered possessing a firearm and stated he was "ready to shoot" the victim. The victim left then for work and no one was at the residence when officers arrived. Investigation is ongoing.

Monthly Totals

Activities	May 2021	Jun 2021	Jul 2021	Aug 2021	YTD 2021	YTD 2020	Total 2020
Traffic Stops	519	503	506	456	3,959	2,596	4,646
Traffic Citations	151	175	275	155	1,258	1,058	1,849
Traffic Warnings	251	194	155	176	1,631	1,499	2,516
Parking Citations	424	373	230	382	2,827	836	1,293
Traffic Crashes	79	81	54	70	523	434	700
Incident Reports	236	271	283	209	1,875	1,685	2,652

Officer Activities

On July 20th, officers responded to a residence in the 1200 block of S. Oak St for a report of bullet hole found in a garage door. Officers located a spent bullet and two shell casings near the residence. While conducting a canvas of neighbors in the area, officers learned that gunshots were heard and around that same time a white SUV was seen driving through the area. Information was received that a resident who was in the area may have been targeted in the shooting. Detectives Calabrese and Flanigan interviewed two individuals. One denied being shot at. The second person admitted that she had been in the area with another individual who engaged in an argument with suspects who exited a white SUV with a black hood. The suspect returned to the vehicle, produced a handgun and fired two rounds at the victims before fleeing scene. Detectives were able to obtain surveillance video from a residence in the 1200 block of Oak St showing the white SUV with a black hood. The vehicle was recognized as frequenting West Chicago driven by a specific individual. On August 3rd, this vehicle was observed and stopped in the area of Oak St. and Forest Ave. Detectives Calabrese, Flanigan, Herbert and Bowers and Officers Alaniz and O'Neil all arrived to assist as the SUV was occupied by four individuals and a strong odor of cannabis was emanating from the vehicle. The driver was known to have a suspended license and was placed under arrest. The occupants were removed and a search of the vehicle located three loaded handguns. All occupants were placed under arrest and transported to the Police Station. The DuPage County State's Attorney's Office approved charges of Aggravated Unlawful Use of a Weapon and Possession of a Stolen Firearm against one offender and Aggravated Unlawful Use of a Weapon and Unlawful Use of a Weapon against a second suspect. As juveniles, they were both transported to the Kane County Youth Home.

In December 2019, a subject purchased a Mercedes Benz from Haggerty Ford. It was later learned the purchase had been made utilizing fictitious documents. The vehicle was later recovered in Lansing. In attempting to identify the offender, Detective Herbert uncovered an elaborate operation involving stolen identities, fraudulent credit applications, and fraudulent driver's license and social security card manufacturing. The crimes perpetrated by the offenders occurred in DuPage, Cook and Lake Counties as well as into to Wisconsin, Iowa, Indiana and Michigan. Those involved in these crimes included sales associates with car dealerships and low-level street crime offenders, all led by a lead suspect from Lansing. The suspect has a lengthy criminal history including a conviction for murder. Detective Herbert along with a Barrington detective continued working the case. As the evidence against the main suspect mounted, Detective Herbert reached out to the Illinois Attorney General's Office and U.S. Secret Service for assistance. In January of 2021, a large multi-jurisdictional operation led by Detective Herbert and Barrington's detective recovered several stolen vehicles, driver's license manufacturing equipment and cash. The main suspect fled the area but was later arrested in Indiana for possession of a stolen motor vehicle and released on bond before fleeing to Atlanta. Detective Herbert received information on August 29th that the offender may have returned to the Lansing area. On august 30th, Detectives Herbert, Flanigan, Calabrese, the Barrington detective and other investigators began surveillance near the suspect's home. Detective Herbert observed the suspect outside a residence and asked for assistance from other agencies. The U.S. Secret Service, the U.S. Marshalls, Lansing PD and Barrington PD assisted with taking the suspect into custody on a \$1,000,000.00 warrant. The Illinois Attorney General's Office approved charges against the suspect including Identity Theft, Aggravated Possession of a Stolen Motor Vehicle and Being the Organizer of a Continuing Financial Crimes Enterprise. In total, the suspect was charged with two Class X, three Class 1 and one Class 3 felonies. Detective Herbert's efforts in this case resulted in a 26-count indictment, including a total of five Class

X felonies against the lead suspect and seven of his accomplices. Assisting in the case were all WCPD Detectives, TFO Potapczak, Officer's Levato, Fuller, Nielsen and CSO/Evidence Custodian Fabiani.

On August 4th, Officers Kowalik and Smurawski responded to a residence in the 1600 block of Appletree Ln. A victim there had been battered by her ex-boyfriend who then fled the scene. The victim was bleeding profusely and was transported to Northwestern Medicine Central DuPage Hospital by West Chicago Fire Protection District personnel for treatment. Medical personnel advised the victim had suffered a left orbital wall fracture, spinal fracture, scalp contusion and knee and elbow abrasions. Due to the severity of the injuries, the DuPage County State's Attorney's Office approved charges of Aggravated Domestic Battery against the suspect. Detective Peterson obtained an arrest warrant for the suspect with no geographic limitations. Detective Herbert and Officer Kowalik made unsuccessful attempts to serve the warrant on the suspect at both his residence and place of employment. Due to the difficulty in locating the offender, Detective Herbert requested that the suspect's cell phone be "pinged". The return on the location came back to a specific area in Jacksonville, Florida. A search of records of calls made on the offender's cell phone determined that the suspect had called an individual who lived at an address in the 12200 block of Amanda Cove Trail in Jacksonville. The Jacksonville Sheriff's Office was contacted, advised of the no bond warrant and agreed to conduct surveillance on the Cove Trail residence. On August 25th, the offender was arrested on the warrant as he exited the residence and taken to the Jacksonville County Jail where he will be held pending extradition back to Illinois.