

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
9/20/2022

| | |
|---|------------------------------------|
| SUBJECT: | SUBMITTED BY: |
| Amendment to the agreement with Minuteman Security Technologies regarding mobile License Plate Reader | Shanon Gillette Chief of Police |

SYNOPSIS

A resolution has been prepared to amend the agreement with Minuteman Security Technologies to move the Mobile License Plate Reader (LPR) data from a local server at the Police Department to Minuteman's Regional Cloud.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services* and *Steward of Financial and Environmental Sustainability and Continual Innovation*.

FISCAL IMPACT

The total cost of the conversion is \$1,753.85. The proposed FY22 budget provides sufficient funds for this expenditure.

RECOMMENDATION

Approval on the September 20, 2022 consent agenda.

BACKGROUND

Currently, the police department uses a vehicle equipped with mobile LPR for parking enforcement. The digital license plate data from the LPR cameras on that vehicle is stored locally on a physical server located here at Village Hall. Converting the data to the cloud would eliminate the need for the server, as well as make the data transfer process more efficient and effective. Additionally, the data from the mobile LPR car would be merged with the LPR data from the fixed system, which will be collected on the same cloud storage service.

ATTACHMENTS

Resolution
Amendment to the Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN AMENDMENT TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND MINUTEMAN SECURITY TECHNOLOGIES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment (the "Agreement"), between the Village of Downers Grove (the "Village") and Minuteman Security Technologies (the "Provider"), for mobile license plate recognition services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**AMENDMENT TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
MINUTEMAN SECURITY TECHNOLOGIES**

The Village of Downers Grove, Illinois (the "Village") and Minuteman Security Technologies entered into an Agreement for the purchase of a mobile license plate recognition system with annual maintenance on or about February 16, 2021. The parties desire to amend that Agreement in accordance with the following terms:

1. **"Scope of Work"** shall be amended by adding services to move the Mobile LPR date from a local server at the Police Department to Minuteman's Regional Cloud as more fully described in the Proposal attached hereto as Exhibit A.
2. **"Fees"** shall be amended as follows: Fees for these additional services shall not exceed \$1,253.85, plus a recurring annual maintenance fee of \$500, as set forth in Exhibit B attached hereto.
3. All other terms from the February 16, 2021 Agreement remain in full force and effect.

VILLAGE OF DOWNERS GROVE

**MINUTEMAN SECURITY
TECHNOLOGIES**

Village Manager



Date: _____

Date: _____

8/25/2022



We have prepared a quote for you

Move Mobile LPR Car to MST Cloud

Quote # 017483
Version 1

Prepared for:

Downers Grove Police Department

James McGreal
jmcgreal@downers.us

8200 W. 185th St
Tinley Park , IL 60487
<https://www.minutemanst.com>
331-3013302

 **MINUTEMAN™**
SECURITY TECHNOLOGIES

 **N** Norris Fire

Thursday, August 25, 2022

Downers Grove Police Department
James McGreal
825 Burlington Ave
Downers Grove, IL 60515-4783
jmcgreal@downers.us

Dear James,

I wanted to take a moment to send you over the quote I put together for your review.

Please take a look and let me know if you have any questions or would like to see any adjustments made.

I'm available any time via phone or email to answer questions or address concerns.

As always, thank you for trusting Minuteman Security with your life-safety and security needs.

Shawn O'Connell

Shawn O'Connell
Executive Account Manager
Illinois

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302

 **MINUTEMAN**TM
SECURITY TECHNOLOGIES

 **N** Norris Fire

Scope of Work

Scope:

The Village of Downers Grove currently has a Mobile LPR car that sends all reads/hits to a local server at the PD. DGPD would like to move this system off the local server and have all reads/hits sent directly to Minuteman's Regional Cloud.

* How will the system offload reads and upload the hot lists, when it will occur, how and where?

The same as it does today. These lists are updated twice daily by ISP. When ISP emails you these updates our system will automatically send these updates to our system. As long as we have a copy of your MOU with Minuteman as your vender, we can grab these direct from ISP's SFTP site

* Can the system automatically upload the hotlist data to the car and offload the reads in a timely manner?

Yes, this is all done instantly.

* Does the system remotely via a router in the car or does it happen when the car gets to the PD? How many times a day does this happen?

All reads/hits are sent within a fraction of second to our cloud via a sim card in the laptop. This happens every time the camera reads a plate or gets a hit. If you have concerns about data usage, it can be configured to send plain old reads via hotspot. Hits and Hotlis5ts/permits are send immediately however

* Does the car currently have all the equipment to make the offload/upload process happen ? Is there a Cradelpoint already?

Yes, this is all done through the laptop sim card. Can you confirm what laptop you are using and that is has a sim card?

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302

 **MINUTEMAN™**
SECURITY TECHNOLOGIES

 **Norris Fire**

Scope of Work

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

8200 W. 185th St
 Tinley Park, IL 60487
<https://www.minutemanst.com>
 331-3013302



Recurring Services

| Description | Recurring | Price | Qty | Ext. Recurring | Ext. Price |
|---|-----------|----------|-----|----------------|------------|
| 1 Year Unity Subscription for Genetec Camera | \$500.00 | \$500.00 | 1 | \$500.00 | \$500.00 |

Recurring Subtotal: \$500.00

Subtotal: \$500.00

Section 1

| Description | Price | Qty | Ext. Price |
|--|------------|-----|------------|
| Head End Equipment & Software | | | |
| Hotlist-Permit List Updater Through Ftp/Http/Sft | \$153.85 | 1 | \$153.85 |
| Permit zone configuration services for AutoVu | \$1,100.00 | 1 | \$1,100.00 |

Subtotal: \$1,253.85

8200 W. 185th St
 Tinley Park, IL 60487
<https://www.minutemanst.com>
 331-3013302

MINUTEMANTM
 SECURITY TECHNOLOGIES

N Norris Fire

Move Mobile LPR Car to MST Cloud



Prepared by:

Illinois

Shawn O'Connell
 3314549656
 soconnell@minutemanst.com

Prepared for:

Downers Grove Police Department

825 Burlington Ave
 Downers Grove, IL 60515-4783
 James McGreal
 (630) 434-5685
 jmcgreal@downers.us

Quote Information:

Quote #: 017483

Version: 1
 Delivery Date: 08/25/2022
 Expiration Date: 09/30/2022

Quote Summary

| Description | Amount |
|--------------------|-------------------|
| Recurring Services | \$500.00 |
| Section 1 | \$1,253.85 |
| Total: | \$1,753.85 |

Recurring Expenses Summary

| Description | Amount |
|-------------------------|-----------------|
| Recurring Services | \$500.00 |
| Recurring Total: | \$500.00 |

Payment Terms: Net 30 Days

Illinois

Signature: Shawn O'Connell
 Name: Shawn O'Connell
 Title: Executive Account Manager
 Date: 08/25/2022

Downers Grove Police Department

Signature: _____
 Name: _____
 Date: _____

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302

 **MINUTEMAN**TM
SECURITY TECHNOLOGIES

 **Norris Fire**

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

8200 W. 185th St
 Tinley Park, IL 60487
<https://www.minutemanst.com>
 331-3013302

MINUTEMANTM
 SECURITY TECHNOLOGIES

N Norris Fire

▶ Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

8200 W. 185th St
Tinley Park, IL 60487
<https://www.minutemanst.com>
331-3013302



▶ Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, in the event of a delay in product availability or price increase of materials procured by any manufacturer and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufacturers or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.