# POLICE COMMITTEE REVISED-RESCHEDULED AGENDA June 4, 2012 6:00 P.M. City Hall Council Chambers 1702 Plainfield Road

- 1. Call to Order
- 2. Public Comment and Communications
- 3. Approval of Meeting Minutes May 3, 2012
- 4. Livescan Maintenance & Support Agreement
- 5. Purchase of New TASERS
- 6. Department Report
  - a. Overview of Monthly Activity
  - b. Monthly Comparison May 2011 & May 2012
- 7. Car Project Update
- 8. Next Meeting Date, Thursday, July 5<sup>th</sup> at 6:00 p.m.
- 9. Adjournment

#### POLICE COMMITTEE MEETING MINUTES May 3, 2012

Call to Order

Chairman McIvor called the meeting to order at 6:00 p.m. in the Council Chambers of the Darien City Hall. In attendance: Chairman McIvor, Alderman Poteraske and Alderman Joerg Seifert, Chief Brown, Deputy Chief John Cooper, Administrator Vana.

#### **Public Comment and Communications**

There were no public comment or communications presented.

#### **Minutes**

The minutes of the April 2, 2012, Police Committee meeting were approved 3-0.

#### Sale of Surplus Property

Staff requested that that three vehicles and miscellaneous property from the evidence room be declared as surplus property and auctioned using an on-line auction service such as Public Surplus, or disposed of. The Police Committee unanimously recommended approval of the ordinance.

#### Crossing Guard Proposal - Andy Frain

The Police Committee reviewed a proposal from Andy Frain Services out of Aurora, Illinois for Crossing Guard Services starting next school year. Staff advised currently Darien employs crossing guards and when a guard calls in sick or is on vacation the police department ends up using the CSO or Sworn Officers to staff these crossings. Staff advised that a number of communities are contracting with Andy Frain as an alternative to staffing and managing their own crossing guard employees. Two residents, who currently serve as crossing guards spoke in favor of continuing the current practice of using our own employees as crossing guards. Staff advised that Andy Frain would hire our current guards but pay them at a lower rate than we are. The committee discussed why we provide crossing guards for the schools. Staff advised it is only done as a continued past practice. Staff advised that the city provides crossing guard service for only one of the local school districts in Darien. The committee asked staff to discuss this issue with school district 61 and let them know the city believes that the school should be providing and paying for crossing guard services. The committee made no recommendation at this time. Staff advised they would mention this issue at the council meeting prior to contacting the school district.

#### **Home Security Checks**

Staff provided an update on the home security check service that the police department provides to residents upon request.

#### **Department Report**

The staff reviewed the activities for the month of April 2012.

#### Workload Analysis/ Crime Analysis Reports

Chief Brown presented two documents to the committee. The first document was the Workload Analysis. Chief advised that an analysis of police workload, including citizen and officer initiated activities, allows communities to show how actual workload compares to deployment, providing objective data on staffing and scheduling requirements. The second document presented by the Chief was a Crime Analysis Report. The crime analysis report was prepared following the completion of the workload analysis report. Analyzing crime is done on two levels. First, the very general level involves a *crime trend analysis*. This analysis reviews information as to a general trend of overall crime. For example, a *crime trend analysis* will examine crimes reported, arrests made, and the use of weapons while committing crimes. The second level of crime analysis is *incident analysis*. The *incident analysis* examines where specific types of incidents are occurring geographically, what time of day, and what day of the week. Our current focus at crime analysis will assist with the development of appropriate strategies to prevent it. Chief Brown answered several questions from the committee.

#### **Next Meeting Date**

Chairman McIvor announced that the next scheduled committee meeting would be on Thursday, June 7, 2012, 6:00 p.m. in the City Council Chambers and noted that she is not available that evening. The committee changed the next meeting date to Monday June 4, 2012 from six to seven, prior to the Council meeting.

#### **Adjournment**

The committee meeting was adjourned at 8:05 p.m.

Approved:	Alderman:	
Date		Joerg Seifert
Chairman:	Alderman:	
Sylvia McIvor		John Poteraske

# AGENDA MEMO Police Committee June 4, 2012

#### **ISSUE STATEMENT**

Approval to purchase a three-year extension of the Maintenance and Support Agreement that currently covers the police department's Livescan electronic fingerprint scanner.

#### BACKGROUND/HISTORY

In 2005, the police department purchased a Livescan device that was funded with the combination of grant money and City funds. Livescan allows for the automated digital submission of fingerprints to the State Bureau of Identification.

In 2009, MorphoTrak was paid \$11,604 for a three year extension on the service contract for Livescan ending in June 2012. The expense for a three year service contract was approved in the FYE13 Budget in Line Item 01-40-4225, Maintenance-Equipment in the amount of \$12,183.00. The new service contract will expire on 6/30/2015.

The Livescan system is very specialized and would be very cost prohibitive if we did not have the service contract. MorphoTrak is a sole source provider of service of this system.

#### STAFF/COMMITTEE RECOMMENDATION

The Staff recommends approval of the expenditure for a three year extension of the warranty on the police department's Livescan electronic fingerprint scanner.

#### **ALTERNATE CONSIDERATION**

The alternate consideration would be to not continue the warranty or extend it on a yearly basis.

#### **DECISION MODE**

This item will be placed on the June 18, 2012, agenda for formal Council consideration and approval.



### MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, inc., ("MorphoTrak" or "Seller") having a principal place of business at 113 South Columbus Street, 4<sup>th</sup> Floor, Alexandria, VA 22314, and Darin Police Department("Customer"), having a place of business at 1710 Plainfield Road, Darien, IL 60561, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

#### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

#### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, Inc.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Releases" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A

"Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

#### Section 3. SCOPE AND TERM OF SERVICES

- 3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.
- 3.2. The Term of this Agreement will commence upon the Start Date and will continue until the fourth anniversary of the Effective Date unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.
- This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.
- 3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.
- 3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.
- 3.6. Seller will provide to Customer Technical Support Services and Releases as follows:
- 3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

- 3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.
- 3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.
- 3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.
- 3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).
- 3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:
- 3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.
- 3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.
- 3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.
- 3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.
  - 3.7.5. Accessories, custom or Special Products; modified units; or modified Software.
- 3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

- 3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.
- 3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.
- 3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
- 3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.
- 3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.
- 3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.
- 3.7.13. Third-party software unless specifically listed on the Description of Covered Products.
- 3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.
- 3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.
- 3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.
- 3.8. The Customer hereby agrees to:
- 3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.
- 3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.
- 3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.
- 3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up,

updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

- 3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.
- 3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.
- 3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.
- 3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### Section 5. PRICING, PAYMENT AND TERMS

- 5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.
- 5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.
- 5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

#### Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

#### Section 7. DEFAULT/TERMINATION

- 7.1. If MorphoTrak breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider MorphoTrak to be in default. If Customer asserts a default, it will give MorphoTrak written and detailed notice of the default. MorphoTrak will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If MorphoTrak provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.
- 7.2. If Customer breaches a material obligation under this Agreement (unless MorphoTrak or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, MorphoTrak may consider Customer to be in default. If MorphoTrak asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to MorphoTrak. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of MorphoTrak's approval of the plan.
- 7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.
- 7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information

regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

#### Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: Darien Police Department	Seller:	MorphoTrak, Inc.
Attn: John B. cooper	Attn:	Law Department
1710 Plainfield Rd.		33405 8 <sup>th</sup> Avenue South.
Darien, IL 60561		Federal Way, WA 98003
Phone:(630) 353-8359	Ph	one: (253)383-3617 Fax: (253)591-8856

- 8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.
- 8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 8.4. Customer may not assign any of its rights under this Agreement without MorphoTrak's prior written consent.
- 8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).
- 8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

#### Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

#### Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

MorphoTrak, Inc.:	Darien Police Department:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

#### **Exhibit A DESCRIPTION OF COVERED PRODUCTS**

MAINTENANCE AND SUPPORT AGREEMENT NO. SA 002971-000
CUSTOMER: Darien Police Department

The following table lists the Products under maintenance coverage:

Product	Description	Version	Qty
LSS-3000N	LiveScan Station 3000N	DARIENLV01	1
Printer			1

#### MAINTENANCE AND SUPPORT AGREEMENT NO. SA 002971-000

#### **Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. <u>Services Provided</u>. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL		RESPONSE TIME	TARGET RESOLUTION TIME
I	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
	component is not functioning, but the System is still useable for its intended purpose, or there is a	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
	System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
	functionality is the responsibility of Seller's Product	Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

- 1.1 <u>Reporting a Problem.</u> Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.
- Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

- 1.3 <u>Error Correction Status Report</u>. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.
- 2. <u>Customer Responsibility.</u>
- 2.1 Customer is responsible for running any installed anti-virus software.
- 2.2 <u>Operating System ("OS") Upgrades</u>. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.
- Seller Responsibility.
- 3.1 <u>Anti-virus software</u>. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.
- 3.2 <u>Customer Notifications</u>. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 3.3 <u>Account Reviews</u>. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 3.4 <u>Remote Installation</u>. At Customer's request, Seller will provide remote installation advice or assistance for Updates.
- 3.5 <u>Software Release Compatibility</u>. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases
- 3.6 <u>On-Site Correction</u>. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4. <u>Compliance to Local, County, State and/or Federal Mandated Changes</u>. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable <u>only</u> when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

- 5. <u>On-site Product Technical Support Services</u>. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.
- 5.1 <u>Seller Response</u>. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

#### **Exhibit C** SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement #	002971-000	Date January	12, 2012
New Term Effective Start	7/1/2012	End _6/30/2015	5 (3-Year Term)
CUSTOMER: Darien Police Address (1): 1710 Plainfield Address (2): Darien, IL 605 CONTACT NAME: John B. Coop CONTACT TITLE Deputy Police TELEPHONE: 630-353-8359 FAX: 630-971-4326 Email: jcooper@darie	d Road 61 <b>ber</b> Chief	BILLING AGENCY: SAME Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	
For support on products below, please conta	ct Customer Support a	at (800) 734-6241 or email at cscenter@morphotrak	.com.
☐ AFIS System	LiveScan™ Station	☐ Printrak™ BIS System	
STANDARD SUPPORT			ANNUAL FEE
♦ Unlimited Telephone Support	<ul> <li>Supplemental Releases</li> <li>Standard Releases &amp; l</li> <li>Automatic Call Escalat</li> <li>Standard Releases</li> </ul>	Updates    Telephone Response: 2 Hour	4,061.00
		andard Support Term 7/1/2013 to 6/30/2014	4,061.00
	Sta	andard Support Term 7/1/2014 to 6/30/2015 STANDARD SUPPORT TOTAL	4,061.00 \$ 12,183.00
SUPPORT OPTIONS		STANDARD SUPPORT TOTAL	\$ 12,183.00 Annual fee
<ul> <li>✓ On-Site Hardware Support</li> <li>◆ 8 a.m. – 5 p.m. Monday-Friday PPM</li> <li>◆ Next day PPM On-site Response</li> <li>◆ Hardware Vendor Liaison</li> </ul>	<ul> <li>Defective Parts Re</li> <li>Escalation Support</li> <li>Hardware Custome</li> </ul>	Product Repair	\$ Included
<ul> <li>✓ Parts Support "Best Effort Basis"</li> <li>♦ Parts Ordered &amp; Shipped Next Business D</li> <li>♦ If customer is providing their own on-site has a Customer Orders &amp; Replaces Parts</li> </ul>	ardware support, the foli	stomer Alert Bulletins Howing applies: e Technical Support for Parts Replacement Available	\$ Included
<ul> <li>☐ UPLIFTS</li> <li>Increase PPM to</li> <li>Increase Response Time to</li> </ul>		SUPPORT OPTIONS TOTAL	\$ N/A \$ N/A Included as checked
THIRD PARTY SUPPORT  THIRD PARTY VENDOR NAME:			ANNUAL FEE \$ N/A
		THIRD PARTY SUPPORT TOTAL	\$ N/A
USERS CONFERENCE - NORTH AMERICA			ANNUAL FEE
☐ Users Conference Attendance (\$2,950 p	er Attendee) Year	Number Attendees Requested	\$ N/A
<ul> <li>Registration fee</li> <li>Roundtrip travel for event</li> <li>Ground transportation to/from the airport to the conference hotel</li> </ul>	conference	<ul> <li>Hotel accommodations</li> <li>Daily meal allowance</li> </ul> USERS CONFERENCE TOTAL	\$ N/A
OTHER AVAILABLE OPTIONS			ANNUAL FEE
☐ LiveScan 3000 Prism Protection \$1,500 un	it/year – Covers labor an	d material fee for replacement of one (1) prism per year	\$ N/A
		OTHER AVAILABLE OPTIONS TOTAL	\$ N/A
Prepared by: Rosario Hernandez, 714-	·238-2071, rosario.	hernadnez@morpho.com	

SUPPORT TOTAL (3 YEAR TERM) IF PREPAID IN ADVANCE\* \$ 12,183.00

USERS CONFERENCE TOTAL \$ N/A

FULL TERM FEE GRAND TOTAL\* \$ 12,183.00

\*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

		Exhibit D	
	CURRENT	BILLABLE RATES	
MAINTENANCE	AND SUPPORT AGREEMENT NO.	002971-000	
CUSTOMER:	Darien Police Department		

The following are Seller's current billable rates, subject to an annual change.

\$150 per hour, 2 hours minimum	

COVERAGE HOURS (PPM)	BILLABLE RATES
	(WITHOUT AN AGREEMENT)
8 a.m5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum



1250 N. Tustin Ave. Anaheim, CA 92807 Tel: (714) 238-2000 Fax:(714) 238-2078

May 29, 2012

John Copper Darien Police Dept. 1710 Plainfield Rd Darien, IL 60561

RE:

Sole Source

Dear Deputy Police Chief Cooper,

MorphoTrak, Inc. is the leader in Automated Fingerprint Identification Systems Worldwide. Our equipment is manufactured and integrated at 1250 North Tustin Avenue Anaheim, CA 92807. The systems we manufacture are a combination of commercial off-the-shelf products and proprietary hardware and software components, which combine to make up the AFIS systems we sell and deliver to law enforcement agencies. Such is the case with the system located at the Darien Police Dept.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other companies authorized to perform maintenance services on our systems. Therefore, our support contracts must be considered a sole source item of procurement for the Darien Police Dept. and any other agency that requires support services to be performed on their AFIS products.

Thank you for your continued support of MorphoTrak. We look forward to a long partnership with you.

Sincerely,

Paula Rodriguez

Contracts Administration

MorphoTrak, Inc.

#### AGENDA MEMO Police Committee June 4, 2012

#### **ISSUE STATEMENT**

Approval to purchase ten (10) new TASERS-Model X2, accompanying holsters, cartridges, 4-year extended warranties and one data-port download kit from Ray O'Herron Co. in the amount of \$14,548.60.

#### **BACKGROUND/HISTORY**

The police department budget includes \$16,800 for the purchase of new tasers and equipment. The plan is to trade in our current tasers as part of the purchase. The new X2 model offers a redesign that allows officers to deploy (2) cartridges without manually changing out cartridges and allows for drive stuns without removing the cartridge. These are both safety enhancements.

The budgeted amount for this purchase under Capital Equipment, Line Item 40-4815 is \$16,800.00. TASER is offering a trade in value of the X26 TASERS of \$250.00 each, or \$2,250.00, if traded in by June 30, 2012. Our total expenditure would be \$14,548.60. Ray O'Herron is the local distributor for this TASER product and TASER establishes this set price.

#### STAFF/COMMITTEE RECOMMENDATION

The Staff recommends approval to purchase ten (10) new TASERS-Model X2, accompanying holsters, cartridges, 4-year extended warranties and 1 data-port download kit from Ray O'Herron Co in the amount of \$16,800 and trade in our X26 tasers in an amount of \$2,250.

#### ALTERNATE CONSIDERATION

The alternate consideration would be to not purchase new tasers at this time.

#### **DECISION MODE**

This item will be placed on the June 18, 2012, agenda for formal Council consideration.

# Quotation / Order Form Ray O'Herron Co.

3549 North Vermilion St. Danville, IL 61834 800-223-2097

Prepared By: Dan Yara Sales Representative

Email: dpyara@comcast.net

Office #708-532-5712 Fax #708-532-5714

Order Information;

PO#

Name / Badge #

Terms: Net 30 Days

Date: 05/31/2012

Quotation #0512 Darien Police

Attn: DC John Copper

Phone# Fax#

Price effective through: June 30, 2012

Ray O'Herron is pleased to submit the following proposal:

ay O'Herron ts	O'Herron is pleased to submit the following proposal:		Terms: Net	Terms: Net <b>30</b> Days	
ITEM#	QTY	DESCRIPTION	PRICE	TOTAL	
		X2 TASER Trade-In Package Quote			
22002	10	TASER X2 Black	\$950.00	\$9,500.00	
22010	10	Performance Power Magazine (PPM)	\$49.95	\$499.50	
22500	10	Holster X2, RH, Blade-Tech	\$59.95	\$599.50	
22503	1+	(Chose one of 3 styles) Holster X2, LH, Blade-Tech			
22503	1+	Holster X2, RH, Blackhawk			
22504	1+	Holster X2, LH, Blackhawk			
22502	1+	Holster X2 RH, Safariland			
22505	1+	Holster X2 LH, Safariland			
22151	105	25' Live Smart Cartridge	\$28.95	\$3,039.75	
		You can pick any of the cartridges but you ha a minium of (4) per gun.	ive to purcha	ıse	
22014	10	4-Year Extended Warranty	\$299.99	\$2,999.90	
22013	1	X2 Dataport Download Kit	\$159.95	\$159.95	
		Tota	<u>al</u>	\$16,798.60	
		Trade-In Program		-	
Upgrade	9	Trade-In value of X26 Tasers	\$250.00	(\$2,250.00)	
		Grand total after trad	<u>le</u>	\$14,548.60	
		Option:			
22150	1+	15' Live Smart Carridge	\$26.95	-	

22157	1+	25' Training Cartridge Non-Conductive	\$27.95	
22151	1+	25' Live Smart Carridge	\$28.95	
22152	1+	35' Live Smart Carridge	\$29.95	
	1			
	1			
We look forward to	your order	į		

#### John Cooper

From:

David Mesri [dmesri@taser.com]

Sent:

Monday, May 14, 2012 11:57 AM

To: Subject: John Cooper

Attachments:

**TASER Sole Source Letter** TASER-Sole Source Letter.pdf

Chief,

Nice speaking with you. Please find the sole source letter attached.

Let me know if you have any questions in the future. Take care!

David

David Mesri Senior Associate

#### TASER INTERNATIONAL, INC.

17800 North 85th Street Scottsdale, Arizona 85255

Phone: 480-515-6336

Mobile: 217-377-5938

Fax: 480-991-0791

Visit Us: TASER.com | TASER Blog | Press Room | Facebook | LinkedIn | Twitter | YouTube

TASER: Protect Life. Protect Truth.

As of today, more than 88,000 people have been saved from potential death or serious injury using TASER® devices.



17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.taser.com

#### May 7, 2012 SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER brand products:

- Electronic control devices (ECDs):
  - 1. TASER X2™ Models: 22002, and 22003.
  - 2. TASER X3® Models: 33209, and 33210.
  - 3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
  - 4. TASER X3W™ Models: 33228, and 33229.
- Optional Extended Warranties for ECDs:
  - 1. X2 ECD 4-year extended warranty, item number 22014.
  - 2. X26 ECD 1-year extended warranty, item number 26730.
  - 3. X26 ECD 4-year extended warranty, item number 26744.
  - 4. X3 ECD 1-year extended warranty, item number 33500.
  - 5. X3 ECD 3-year extended warranty, item number 33501.
  - 6. X3W ECD 1-year extended warranty, item number 33503
  - 7. X3W ECD 2-year extended warranty, item number 33502
- TASER ECD cartridges compatible with the X26, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):
  - 1. 15-foot Model 34200.
  - 2. 21-foot Model 44200.
  - 3. 21-foot non-conductive Model 44205.
  - 4. 25-foot Model 44203.
  - 5. 35-foot Model 44206.
- TASER Smart cartridges compatible with the X2, X3, and X3W ECDs (required for these ECDs to function in the probe deployment mode):
  - 1. 15-foot Model 22150.
  - 2. 25-foot Model 22151.
  - 3. 35-foot Model 22152.
  - 4. Inert Simulator 25-foot Model 22155.
  - 5. 25-foot non-conductive Model 22157.
- TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio).
  - 1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.
- TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.
  - 1. TASER CAM HD replacement battery, Model 26764.
  - 2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
  - 3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
- Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.
- Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203

TASER International, Inc. Sole Source Letter Revised March, 2012 / Page 1

- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

Smart<sup>™</sup>, TASER CAM<sup>™</sup>, X2<sup>™</sup>, X3W<sup>™</sup>, and X26<sup>™</sup> are trademarks of TASER International, Inc., and TASER®, and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

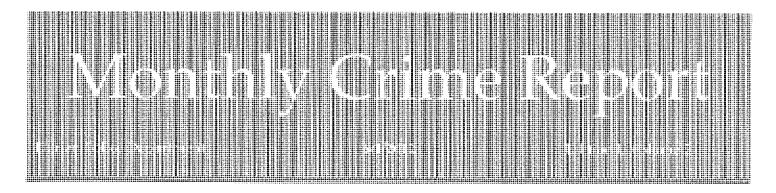
AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
TASER International, Inc.	TASER International, Inc.
17800 N. 85 <sup>th</sup> Street	17800 N. 85 <sup>th</sup> Street
Scottsdale, AZ 85255	Scottsdale, AZ 85255
Phone: 480-905-2000 or 800-978-2737	Phone: 480-905-2000 or 800-978-2737
Fax: 480-991-0791	Fax: 480-991-0791

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

Jim Halsted

Vice President, LE Sales TASER International, Inc.



## May 2012 Numbers: Events catalogued

1,929 events catalogued for the month of May.

425 Events on first watch (11:00/p.m.-7:00/a.m.)

> 77 or 18% were the result of a 911 call

922 Events on second watch (7:00/a.m.-3:00/p.m.)

212 or 23% were the result of a 911 call.

582 Events on the third watch (3:00/p.m.-11:00/p.m.)

> 275 or 47% were the result of a 911 call

As the summer approaches we are entering a time of the year that requires vigilance in our day to day activities. PLEASET be sure to lock your vehicle and remove all valuables from plain view.

Detectives from the Darien Police Department are actively pursuing leads in the robbery of a local Speedway gas station that occurred this month. TIPS!

## ON CRIME PREVENTION

Thefts or burglaries from a motor vehicle:

In the analysis of this type of crime event, it presents itself as a crime of opportunity. There are two factors:

- Either the vehicle's doors were left unlocked
- 2. Valuable items were left in plain view.

The best defense is to think offensively and ensure that you lock your doors, DO NOT leave packages, GPS units, radios in plain view, THESE ITEMS ATTRACT THIEVES!!!

Residential and Garage Burglary incidents.

These crime categories are only slightly different, but equally defensible.

- ➤ If you go on vacation, designate someone to collect newspapers and mail. Uncollected items attract criminals.
- Place your lights on staggered timers.
- Whenever you go to bed for the night ensure that your garage and all access points to your home are locked.
- Wherever possible avoid patterns of behavior, If you have a pattern it can be tracked.
- Ensure that your dead bolts have sufficient length so that they cannot easily be pried open.

#### MONTHLY CRIME COMPARISON:

#### MAY 2011 VS MAY 2012

CLASSIFICATION	2011	2012	DIFFERENCE	% OF CHANGE
Total Events	1,730	2679	+949	+54%
Total Minutes Expended	52,966.44	149,869.63	+96,903.19	+183%
Events Req. P.D. Response	1,174	1929	+755	+64%
Minutes Expended	49,244.13	139,466.79	+90,222.66	+ 183%
Busiest Overall- Events	SUNDAY	Tuesday	DNA	DNA
Busiest Overall Hour	4:00/p.m.	3:00/p.m.	DNA	DNA
911 Calls	592	564	-28	-4.7%
Minutes Expended	23,775.3	69,625.36	+45,850	+193%
Busiest Weekday	SUNDAY	Friday	DNA	DNA
Self-Generated	582	1,365	+783	+134%
Minutes Expended	25,468.83	69,841.43	44,372.6	+172%
Busiest Weekday	TUESDAY	Tuesday	DNA	DNA
CASE REPORTS	210	240	+30	+14.2%
ARRESTS	93	110	+17	+18.2%
Resident Percentage	17%	20.9%	DNA	DNA
Victim Resident %	67%	78%	DNA	DNA
Traffic Stops	414	474	+60	+14.4%
Average length TS	26 minutes	37 minutes	+11	+42%
Citations Written	306	309	+3	+.9%

#### Part I offenses:

Crime Category	2011	2012	Difference	Percentage
Homicide	0	0	0	N/C*
Rape	2	0	-2	-100%
Robbery	0	1	+1	+100%
Aggravated Batter	0	0	0	N/C
Burglary	19	17	-2	-10%
Larceny-theft	30	13	-17	-56%
Motor vehicle theft	3	2	-1	-33%
Arson	0	0	0	N/C

<sup>\*</sup>N/C= No Change