



# DARIEN POLICE



JOSEPH MARCHESE  
Mayor

GREG THOMAS  
Chief of Police

JASON NORTON  
Deputy Chief

1710 Plainfield Road  
Darien, Illinois 60561-5044  
Administration 630.971.3999  
FAX 630.971.4326  
Police Response 9-1-1  
[www.darien.il.us](http://www.darien.il.us)

## **POLICE COMMITTEE**

**June 20, 2022**

**6:00 P.M.**

**Police Department Training Room  
1710 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes from May 16, 2022
4. Agenda Memo – A resolution authorizing the purchase of Consulting Services from MP Preparedness Consulting, Inc. for the development of an Emergency Operations Plan using Department of Justice award money in the amount of \$11,550
5. Agenda Memo - An ordinance authorizing the sale or disposal of surplus property.
6. District 86 Township High School Intergovernmental Agreement
7. Next Meeting Date – July 18, 2022
8. Adjournment



# DARIEN POLICE



JOSEPH MARCHESE  
Mayor

GREG THOMAS  
Chief of Police

JASON NORTON  
Deputy Chief – Operations Commander

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**POLICE COMMITTEE**  
**May 16, 2022**  
**Meeting Minutes**  
**Police Department Training Room**  
**1710 Plainfield Road**

1. Call to Order  
**The meeting was called to order at 6:00 p.m. in attendance were Chairman Joe Kenny, Alderman Thomas Chlystek and Deputy Chief Jason Norton.**
  
2. Public Comment and Communications  
**There was no public comment.**
  
3. Approval of Meeting Minutes from the February 22, 2022 meeting.  
**Alderman Chlystek motioned to approve the minutes seconded by Chairman Kenny. The minutes were approved 2-0.**
  
4. Agenda Memo - A motion authorizing the expenditure of budgeted funds to purchase ammunition from Kiesler Police Supply in the amount of \$18,763.60.  
**Deputy Chief Norton advised that staff is requesting approval to purchase ammunition for fiscal year 2023 because of the high demand and limited supply of ammunition which is causing a shortage. The range sergeant was told that delivery times are estimated at 12 months or more. Kiesler has the state bid for contract and therefore are the sole source. A discussion ensued regarding using a backup supplier.**  
**The motion was unanimously approved.**
  
5. Adjournment  
**The meeting was adjourned at 6:06 p.m.**

Approved: \_\_\_\_\_  
Date

Alderman: \_\_\_\_\_  
Thomas Chlystek

Chairman: \_\_\_\_\_  
Joseph Kenny

Alderman: \_\_\_\_\_  
Lester Vaughan

**AGENDA MEMO**  
**Police Committee**  
**June 20, 2022**

**ISSUE STATEMENT**

A resolution authorizing the purchase of consulting services from MP Preparedness Consulting Inc. for the purpose of updating the City of Darien Emergency Operations Plan (EOP) in the amount of \$11,550.

**BACKGROUND/HISTORY**

The City’s EOP plan was last updated in 2018. There have been many required changes made to the Illinois Emergency Management Agency’s Administrative Code 301 EOP section. Staff recommends hiring MP Preparedness Consulting Inc. to bring the City of Darien’s EOP in compliance with the state. They will also generate a comprehensive real world after action report for the tornado that went through Darien in June of 2021. The city is required to administer a large-scale disaster scenario every four years and this requirement would be fulfilled with the completion of this after action report.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department’s regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$200,695 as of May 31, 2022.

<b>Item</b>	<b>Federal Equitable Fund</b>	<b>Actual Cost</b>
EOP Consulting Services	17-41-4213	\$11,550

<b>Proposals Bids</b>	
<b>COMPANY</b>	<b>AMOUNT</b>
MP Preparedness Consulting, Inc.	\$11,550
Integrated Solutions Consulting	\$29,516

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the resolution to purchase consulting services from MP Preparedness Consulting Inc. for the purpose of updating the City of Darien Emergency Operations Plan (EOP) in the amount of \$11,550

**ALTERNATE CONSIDERATION**

As recommended by Staff.

**DECISION MODE**

This item will be placed on the July 5<sup>th</sup>, 2022 agenda for formal Council consideration and approval.

**CITY OF DARIEN**  
**Police Department**  
**MEMO**

**To: D.C. Norton**

**From: Sgt Steve Liss**

**Date: 5/25/2022**

**Subject: Darien EOP Bids**

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As you know, the last time the city's EOP had been updated was 2018 and there have been many required changes since then. Due to the overwhelming amount of required changes, the decision was made to have an outside vendor bring our EOP in compliance with the state of Illinois', Illinois Administrative Code 301 EOP section.

I reached out to several companies to obtain bids to get the EOP in compliance with Illinois Administrative Code 301 EOP section. I received replies from IEM, The Mier Group, Integrated Solutions Consulting Corporation and MP Preparedness Consulting Inc. Out the four companies only two submitted bids, which are listed below.

Integrated Solutions Consulting Corporation - \$29,516

MP Preparedness Consulting Inc. - \$11,550

After reviewing the two bids, I would recommend that we use MP Preparedness Consulting Inc. Not only will MP Preparedness Consulting Inc. bring the City of Darien's EOP in compliance with the state, they will generate a comprehensive real world after action report for the tornado that went through Darien on June 20, 2021. The city is required to administer a large-scale disaster scenario every four years; however, this requirement would be fulfilled with the completion the after action report.

DC Norton

After reviewing your Emergency Operations Plan within the DuPage County CEMP, I have put together a list of items to update your EOP for review and approval by DuPage County OHSEM, When completed and approved your EOP will be compliant with the State of Illinois,' 29 Illinois Administrative Code 301 EOP section. I have estimated the number of hours to complete each item, based on updating other municipal EOP documentation.

EOP ITEM	HOURS
EM Planning meeting and doc prep for hazard assessment	3
Basic Plan Review and Update	15
Community Profile	5
IL CATT Threat Hazard Identification Risk Assessment	50
Direction, Control and Coordination Annex	10
Communication Annex	10
Warning & Emergency Information Annex	10
Mass Care Annex	12
COOP and COG Supporting Documentation	10
CEMP Entry / PDR linking After Darien approval of all documentation	40
Updates to EOP and CEMP after initial County OHSEM review	5

**TOTAL EOP Update Hours : 170**

Completing the above work and having DuPage County approve all documentation is one portion of Title 29 Part 301 requirements. The other portion has to do with the training and exercise of your emergency operation plan. The requirement states you must conduct or participate in an IEMA approved exercise and exercise all 32 FEMA Core Capabilities within a four-year cycle, including at least one full-scale exercise.

**NOTE:** *A real world event may fulfill this requirement if an After Action Report/Improvement Plan (AAR/IP) is written and submitted to DuPage County for review. The City of Darien's recent tornado may qualify with an AAR/IP. My suggestion is to complete the above items for EOP updating first and then complete a comprehensive AAR/IP on the recent tornado as your full-scale exercise.*

If you would like me to complete an After Action Report / Improvement Plan on your real world tornado, I would be happy to develop that document. I estimate 40 hours to complete the document.

Work Description	Hours	Cost
EOP Update	170	\$9,350
Tornado AAR / IP	40	\$2,200

**TOTAL : 210            \$11,550**

My Fee is \$55 an hour. and I would invoice once a month unless you require something different. These hours are an estimate, and I may be able to complete in less time or may need a few additional hours. Of course, we would be in weekly contact with updates on work completion.

If you need further information or have any questions, please let me know.

Sincerely,

Mary Pratt, President  
MP Preparedness Consulting Inc.



## Darien IL EOP Update

**Date:** May 9, 2022

**Submitted via Email:** Steven Liss at [sliss@darienil.gov](mailto:sliss@darienil.gov)

**RE:** Request for Price Quote: Darien IL EOP Update

**Attention:**

Steven M. Liss  
Sergeant, #315  
MERIT Canine Response Unit  
Darien Police Department  
1710 Plainfield Road  
Darien, IL 60561  
Desk 630-353-8315

On behalf of Integrated Solutions Consulting, Inc. (ISC), I am pleased to submit our price quote to the Darien Illinois Police Department for services to update the City Emergency Operations Plan.

### **Project Scope**

Integrated Solutions Consulting (ISC) recognizes the importance and challenges in ensuring the Emergency Operations Plan (EOP) is current, compliant with authoritative mandates, and provide operational guidance during emergencies and disasters.

ISC will coordinate with a designated Darien project team lead to ensure project transparency, work plan, and schedule are adhered to. The following price quote includes:

1. Document review
2. Project and Stakeholder meetings
3. Draft EOP Update submitted for comment to the Darien project lead
4. Final EOP Update

To expedite the project and transparency ISC shall reactivate the Darien CEMP instance for the purpose of this project for one year at no cost. All updates and project meeting minutes will be made in this environment. Upon conclusion ISC will print one PDF copy of the updated plan for the client.

Upon engagement ISC will provide a detail workplan and project schedule.

ISC will be glad to provide references upon request.

### **Project Quote**

ISC will complete a update of the Darien Illinois Emergency operations Plan for a fixed cost of **\$29,516.00**.



## Summary

We appreciate the opportunity to provide this quote on this critical engagement and look forward to working closely with the Darien Illinois Police Department on this project. I will be available to discuss any issues and or concerns with you at your convenience.

*George DeTella*

George DeTella, Managing Director  
Integrated Solutions Consulting  
P.O. Box 304  
Prospect Heights, IL 60070  
Phone: 630/885.5979  
Email: [George.detella@i-s-consulting.com](mailto:George.detella@i-s-consulting.com)

**AGENDA MEMO**  
**Police Committee**  
**June 20, 2022**

**ISSUE STATEMENT**

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

**BACKGROUND/HISTORY**

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

<b>ITEM</b>	<b>EXPLANATION</b>
1. (2) Office Chairs	No longer useful to the City
2. (8) Unity Spotlamp bulbs #U-7682	No longer needed
3. (2) Cherry Wood Finish Desks	No longer needed
4. (1) Desk Hutch Cabinet	No longer needed
5. (1) Small Table Stand	No longer needed
6. (1) Large File Cabinet	No longer useful to the City
7. (1) Lithium Polymer Battery for Fujitsu Q737	No longer operable
8. (1) Toshiba eStudio 527s copier printer	No longer needed
9. (7) Batteries for Zebra Printers	No longer charging
10. (2) Zebra RW420 Printers	Not working
11. (2) Zebra ZQ520 Printers	No longer working
12. (3) Bracket vehicle mounts for RW420 Zebra printers	No longer needed
13. (2) Zebra Power Adapter/Battery Eliminators	No longer operable
14. (1) ZQ520 Software Disc	No longer needed

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

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the July 5, 2022 City Council Agenda for formal approval.

**AGENDA MEMO**  
**Police Committee**  
**June 20, 2022**

**ISSUE STATEMENT**

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for the Reciprocal Reporting of Criminal Offenses Committed by Students.

**BACKGROUND/HISTORY**

The School District and the City of Darien Police Department (“Department”) have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District.

The *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1 ) the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student.

The *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the agreement.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 20, 2022 City Council agenda for formal consideration.

6-8-22 Final

**INTERGOVERNMENTAL AGREEMENT  
BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86  
AND  
THE CITY OF DARIEN  
  
FOR THE  
RECIPROCAL REPORTING OF CRIMINAL OFFENSES  
COMMITTED BY STUDENTS**

**THIS AGREEMENT** is by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as "School District" or "District") and the CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS (hereinafter referred to as "the Department") (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Department has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

**WHEREAS**, the School District and the Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

**WHEREAS**, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

**WHEREAS**, Section 10-20.14 of *The School Code* mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

**WHEREAS**, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1 ) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such

information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

**WHEREAS**, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

**WHEREAS**, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

**NOW, THEREFORE**, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

**1. LIAISON**

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

**2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE**

**A.** The School District will release information to the Department as follows:

- 1) The School District shall report to the Department specific conduct of students when required by law, including, but not limited to, possession of firearms on school property (105 ILCS 5/10-27.1A), battery of a staff member (105 ILCS 5/10-21.7), or defined drug incidents on school property (105 ILCS 127/).
- 2) Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds,

at a school sponsored activity, or against school personnel, the School District liaison may notify the Department liaison, subject to any limitations imposed by law.

- 3) The School District may release student record information to the Department in an emergency when necessary to protect the health or safety of the student or other individuals.

To the extent information reported by the School District to the Department constitutes a student record or is derived from a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, when required by law.

**B.** The Department will release information as follows:

Whenever the Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.

- C.** Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.
- D.** Upon request of the School District, the Department shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.
- E.** The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to situations in which the Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and the records shall pertain to minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:
  - (i) any violation of Article 24 of the Criminal Code of 1961 or the Criminal

Code of 2012 (i.e., weapons violations);

- (ii) a violation of the Illinois Controlled Substances Act;
- (iii) a violation of the Cannabis Control Act;
- (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
- (v) a violation of the Methamphetamine Control and Community Protection Act;
- (vi) a violation of Section 1-2 (harassment through electronic communications) of the Harassing and Obscene Communications Act;
- (vii) a violation of the Hazing Act (recategorized and renumbered as Section 12C-50 of the *Criminal Code*); or
- (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.



- F.** Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the local law enforcement officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

- G.** Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.
- H.** Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Department's records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or School District liaison, if identified as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.

- I. The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- J. Pursuant to the *Juvenile Court Act of 1987* (705 ILCS 405/5-901), following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961 or the Criminal Code of 2012, the State's Attorney shall ascertain whether the minor respondent is enrolled in school in the District and, if so, shall provide a copy of the sentencing order to the principal of the school. Access to such juvenile records shall be limited to the principal of the school and any school counselor designated by him or her.
- K. Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.
- L. In accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, if the City commences usage of officer-worn body cameras, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while an officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law.

### 3. **CONFIDENTIALITY**

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another

party, except as provided under state and federal law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law). This representation shall be deemed to constitute the written certification by the Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

**4. TERM**

The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2023-2024 school term.

**5. NOTIFICATION**

- A.** Any and all notices required hereunder to be sent to the School District shall be served in writing to the following address:

Office of the Superintendent  
Hinsdale Township High School District No. 86  
5500 S. Grant Street  
Hinsdale, IL 60521

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

To the City:  
City of Darien Police Department  
1710 Plainfield Rd.  
Darien, IL 60561  
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return

receipt requested, or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

**6. MODIFICATION**

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

**7. ASSIGNMENT**

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

**BOARD OF EDUCATION**

**CITY OF DARIEN**

**HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86  
DUPAGE AND COOK COUNTIES,  
ILLINOIS**

**DUPAGE COUNTY, ILLINOIS**

By: \_\_\_\_\_  
**Its President**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Secretary**

Attest: \_\_\_\_\_