



# VILLAGE OF KEY BISCAYNE

## Office of the Village Manager

*Village Council*  
Mayra P. Lindsay, *Mayor*  
Franklin H. Caplan, *Vice Mayor*  
Luis F. de La Cruz  
Theodore Holloway  
Michael E. Kelly  
Edward London  
James Taintor

*Village Manager*  
John C. Gilbert

DATE: November 10, 2015  
TO: Honorable Mayor and Members of the Village Council  
FROM: John C. Gilbert, Village Manager  
RE: Agreement to purchase a Police Department-Wide Body-Worn Camera Program

### RECOMMENDATION

It is recommended that the Village Council consider the Police Department's request to purchase a departmental body-worn camera comprehensive program from Taser International. The purpose of this request is to help improve the high-quality public service expected of our Police Officers and promote the perceived legitimacy and sense of procedural justice that residents and visitors of the Village have for the Police Department. The funding source shall be the Federal Asset Sharing Fund, not to exceed \$41,243, plus \$128.16 in shipping charges.

### BACKGROUND

Law Enforcement Agencies are presently using body-worn cameras in various ways. This program improves evidence collection to strengthen the Officers' performance and accountability. In addition, it will enhance agency transparency to document encounters between the Officers and the public in order to investigate, resolve complaints and Officer involved incidents. The Police Chief is confident of the benefits of this program.

Taser International provides a comprehensive body-worn program that includes a bumper-to-bumper warranty, one-day service and unlimited secure storage space and camera replacement after thirty (30) months. If approved, the cost of the Taser Body-Worn Camera Program will be funded by the Key Biscayne Police Department Federal Asset Sharing Fund.

The proceeds of the Village of Key Biscayne Police Department Federal Asset Sharing Fund are the result of seized assets from joint investigations between the Department, Federal and Local Law Enforcement Agencies. Said proceeds may be used for programs that are supportive of and consistent with a law enforcement efforts, policies or initiatives.

As of October 28th, 2015, the balance of the Federal Asset Sharing Fund is \$70,581.06.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Pastoriza Cole & Boniske as to form and legal sufficiency.

**RESOLUTION NO. 2015-**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, APPROVING THE PURCHASE OF A DEPARTMENT-WIDE BODY-WORN CAMERA PROGRAM INCLUDING, ONE-DAY SERVICE, WARRANTY AND UNLIMITED STORAGE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne, Florida (the “Village”) desires to authorize the expenditure of Village funds for a capital project to implement a departmental body-worn camera program (“Program”) from Taser International; and

**WHEREAS**, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to adopt this Capital Project Authorizing Resolution (“Capital Project Resolution”) to authorize the expenditure of Village funds to purchase the Program; and

**WHEREAS**, pursuant to Section 2-85 of the Village Code of Ordinances (the “Village Code”), the Village Council determines that it is impractical to apply competitive bidding procedures to purchase the Program and desires to waive such procedures; and

**WHEREAS**, the Village Council finds that Taser International is the only company providing the comprehensive Program, which includes warranty, one-day servicing, unlimited secure storage space and camera replacement camera replacement after thirty (30) months; and

**WHEREAS**, the Village desires to use funds not to exceed \$41,243.00, plus \$128.16 shipping charges from the Federal Asset Sharing Fund to purchase the Program, as detailed by the quotation attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Capital Project Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

**Section 1. Recitals Adopted.** The recitals stated above are hereby adopted, confirmed and incorporated herein.

**Section 2. Purchase of Project Authorized; Specification of Funds.** That the purchase of the Program from Taser International as described herein is approved and authorized, subject to the condition that the cost of the Program shall not exceed \$41,243.00, plus \$128.16 in shipping charges. The funding source for purchasing the Program shall be from the Federal Asset Sharing Fund.

**Section 3. Waiver of Competitive Bidding.** That pursuant to Section 2-85 of the Village Code, competitive bidding procedures required by the Village Code are waived for the purchase of the Program.

**Section 4. Village Manager Authorized.** The Village Manager is authorized to execute a purchase order, consistent with the proposal attached hereto as Exhibit "A," for the purchase of the Program at a cost not to exceed \$41,243.00, plus \$128.16 in shipping charges.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2015.

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MAYOR MAYRA PEÑA LINDSAY

ATTEST:

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CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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VILLAGE ATTORNEY

EXHIBIT A

**TASER International**

*Protect Life. Protect Truth.*

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: (888) 708-8634



**Jose Monteagudo**  
 (305) 365-8949  
 (305) 365-8937  
 jmonteagudo@kbpd.net

**Quotation**  
 Quote: Q-29133-1  
 Date: 10/26/2015 11:32 AM  
 Quote Expiration: 10/30/2015  
 Contract Start Date\*: 10/30/2015  
 Contract Term: 5 years

**Bill To:**  
 Key Biscayne Police Dept. - FL  
 88 W. McIntyre Street  
 Key Biscayne, FL 33149  
 US

**Ship To:**  
 Jose Monteagudo  
 Key Biscayne Police Dept. - FL  
 88 W. McIntyre Street  
 Key Biscayne, FL 33149  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kelscy Donohue	(480) 905-2074	kdenzer@taser.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Upfront hardware/Unlimited Year 1/  
 Net30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	73002	CAMERA SYSTEM, AXON BODY	USD 399.00	USD 11,571.00	USD 0.00	USD 11,571.00
29	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 27,492.00	USD 5,800.00	USD 21,692.00
580	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	73002	CAMERA SYSTEM, AXON BODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	85014	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 0.00	USD 2,000.00
4	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 5,980.00	USD 0.00	USD 5,980.00
4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 140.00	USD 140.00	USD 0.00
<b>Upfront hardware/Unlimited Year 1/Net30 Total Before Discounts:</b>						USD 47,183.00
<b>Upfront hardware/Unlimited Year 1/Net30 Net Amount Due:</b>						USD 41,243.00

Unlimited Year 2- due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 27,492.00	USD 0.00	USD 27,492.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
580	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Unlimited Year 2- due 2016 Total Before Discounts:</b>						USD 27,492.00
<b>Unlimited Year 2- due 2016 Net Amount Due:</b>						USD 27,492.00

Unlimited Year 3- due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 27,492.00	USD 0.00	USD 27,492.00
580	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Unlimited Year 3- due 2017 Total Before Discounts:</b>						USD 27,492.00
<b>Unlimited Year 3- due 2017 Net Amount Due:</b>						USD 27,492.00

Unlimited Year 4- due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 27,492.00	USD 0.00	USD 27,492.00
580	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Unlimited Year 4- due 2018 Total Before Discounts:</b>						USD 27,492.00
<b>Unlimited Year 4- due 2018 Net Amount Due:</b>						USD 27,492.00

Unlimited Year 5- due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
29	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 27,492.00	USD 0.00	USD 27,492.00
580	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<b>Unlimited Year 5- due 2019 Total Before Discounts:</b>						USD 27,492.00
<b>Unlimited Year 5- due 2019 Net Amount Due:</b>						USD 27,492.00

<b>Subtotal</b>	USD 151,211.00
<b>Estimated Shipping &amp; Handling Cost</b>	USD 128.16
<b>Grand Total</b>	USD 151,339.16

SIG

### TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:  Date: 26 OCT 14  
Name (Print): CHARLES R. RES Title: CHIEF OF POLICE  
PO# (if needed): \_\_\_\_\_

Please sign and email to Kelsey Donohue at [kdenzer@taser.com](mailto:kdenzer@taser.com) or fax to (888) 708-8634

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