

RESOLUTION NO. 15 - 2289

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2014/2015 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$9,642.54 FROM THE FORFEITURE FUND FOR THE PURCHASE OF 6 (SIX) TASERS X2 DEVICES AND ACCESSORIES FOR THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statutes Section 932.7055, define the purposes and procedures for the appropriation and expenditure of funds from the Police Confiscation Fund; and

WHEREAS, the tasers that the Police Department currently uses are outdated, unrepairable and no longer under warranty; and

WHEREAS, necessary funds are available in the Police Confiscation Fund - State of Florida and Federal Asset Forfeiture Program – to purchase six new tasers and accessories.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Confiscation Fund Expenditures. Based on the attached Certificate of the Police Chief (see Exhibit “A”), the Town Commission hereby authorizes and approves the Fiscal Year 2014/2015 Police Confiscation Fund expenditure in the amount of \$9,642.54 from the Forfeiture Fund for purchase of software and accessories for the new patrol laptops (See Exhibit “B”).

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of April, 2015.

Motion by Commissioner Karukin,

Second by Mayor Dietch.

FINAL VOTE ON ADOPTION

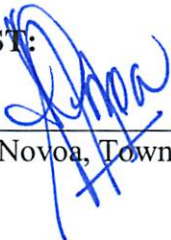
Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

yes
yes
yes
yes
yes



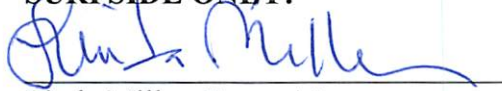
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE TOWN OF
SURFSIDE ONLY:**



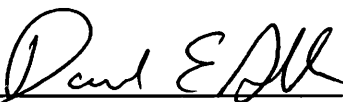
Linda Miller, Town Attorney

EXHIBIT "A"

CERTIFICATE OF CHIEF OF POLICE

I, **DAVID E. ALLEN**, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$9,642.54 from the Town of Surfside Confiscation Fund, for the 2014/2015 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated: April 14, 2015



David E. Allen
Chief of Police

TASER International

Protect Truth

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

Patrick McKenna
 (305) 861-4862
 pmckenna@townofsouthsidefl.gov

**Quotation**

Quote: Q-25985-2
Date: 3/27/2015 11:35 AM
Quote Expiration: 4/30/2015
Contract Start Date*: 5/6/2015
Contract Term: 1 year

Bill To:
 Surfside Police Dept.- FL
 9293 HARDING AVE.
 Miami Beach, FL 33154
 US

Ship To:
 Patrick McKenna
 Surfside Police Dept.- FL
 9293 HARDING AVE.
 Miami Beach, FL 33154
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Wendy Fann	480-463-2173	wfann@taser.com	Fedex - Ground	Net 30

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

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
6	22002	HANDLE, BLACK, CLASS III, X2	USD 1,029.95	USD 6,179.70	USD 0.00	USD 6,179.70
6	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 54.50	USD 327.00	USD 0.00	USD 327.00
6	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 65.85	USD 395.10	USD 0.00	USD 395.10
12	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 31.50	USD 378.00	USD 0.00	USD 378.00
12	22150	CARTRIDGE, PERFORMANCE, SMART, 15'	USD 29.50	USD 354.00	USD 0.00	USD 354.00
Hardware Total:						USD 7,633.80
Hardware Net Price:						USD 7,633.80

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
6	22014	WARRANTY, 4 YEAR, X2	USD 318.25	USD 1,909.50	USD 0.00	USD 1,909.50
Extended Warranties Total:						USD 1,909.50
Extended Warranties Net Price:						USD 1,909.50

Subtotal USD 9,543.30

Estimated Shipping & Handling Cost	USD 99.24
Grand Total	USD 9,642.54

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 <http://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at http://www.taser.com/images/support/downloads/downloads/evidence_materials/Professional_Services_Agreement.pdf. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <http://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: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Wendy Fann at wfann@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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