

**CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Police
AGENDA DATE: July 21, 2015
CONTACT PERSON/PHONE: Michelle Gardner, Police Assistant Chief, 564-7301
Bruce D. Collins, Purchasing Director, (915) 212-1180
DISTRICT (S) AFFECTED: All

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City

SUBJECT:

The El Paso Police Department recommends that the City Council approve the purchase of 115 yellow class III X26P Tasers, Blackhawk holsters and 115 battery packs pursuant to the Texas Local Government Exemption Code 252.022 (a) (2), a procurement necessary to preserve and protect the public safety of the City's residents for the total amount of \$150,790.63.

BACKGROUND / DISCUSSION:

The El Paso Police Department will have a recruit class in session June 2015 and another in FY2016. Each recruit will be issued a Taser upon graduation. The Department has used the Taser brand for the past 14 years.

PRIOR COUNCIL ACTION:

Yes. Council previously approved the purchase of Taser on January 28, 2014 in the amount of \$102,010.15 pursuant to the Texas Local Government Exemption Code 252.022 (a) (2), a procurement necessary to preserve and protect the public safety of the City's residents

SELECTION SUMMARY:

N/A

AMOUNT AND SOURCE OF FUNDING:

Department: Police
Amount: \$150,790.63
Funds Available: Dept: 321 Div: 21020 Acct: 531090 Fund: 1000 Program: P2140
Funds Source: General Fund – Ammunition supplies

BOARD / COMMISSION ACTION: N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:

GREGORY ALLEN, CHIEF OF POLICE

**COUNCIL PROJECT FORM
(EXEMPTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **JULY 21, 2015.**

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City

Discussion and action on a request that the Purchasing Director of Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Taser International, Inc. for the purchase of 115 yellow class III X26P Tasers, Blackhawk holsters and 115 battery packs.

Department:	Police
Award to:	Taser International, Inc. Scottsdale, AZ
Total Estimated Award:	\$150,790.63
Account No.:	321-21020-531090-1000-P2140
Funding Source:	General Funds - Ammunition Supplies
District(s):	All
Sole Source No.:	2015-1019

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, unit price contract.

Additionally it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related documents and agreements necessary to effectuate this award.

*******ADDITIONAL INFO BELOW*******



El Paso Police Department

Mayor
Oscar Leeser

City Council

District 1
Ann Morgan Lilly

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz

District 7
Lily Limón

District 8
Cortney C. Niland

City Manager
Tommy Gonzalez

TO: Bruce Collins – Purchasing Director

FROM: Peter Pacillas – Assistant Chief 

DATE: June 2, 2015

RE: Public Safety Option

This memo is addressing the need for the El Paso Police Department to stay with the Taser X26P and using the Public Safety option to purchase additional Taser X26P. This is the current Taser product that replaced other Taser products.

The operation and function of the Taser X26P is the same as previously purchased Taser products; thus requiring little to no training for our officers. This is important with the 15 years of using the Taser product by the EPPD. A change to a different manufacture and product would require the re-training of the department at approximately 8,336 training hours with an estimated additional staff re-training expense of \$250,080.00. This extensive training demand is needed for all officers to understand the new product, its operations and the re-conditioning of 15 years of training/muscle memory/gross motor skills on a new product's operation and electronic control device (ECD) delivery. We cannot allow for officers to become familiar with a Use of Force weapon in field conditions.

The supporting logistics would require the department to purchase additional software for collection of data when using a new product, not to mention re-training officers as repair technicians for minor maintenance and repair. With the requirements of the Michael Morton Act, law enforcement agencies are required to maintain data, video, documents, files and more for a substantial amount of time e.g. years. If we continue to add additional data sources and files the potential for system failures attributed to disparate systems will cause inefficiencies and may become cost prohibitive to stay up-to-date with current and possibly additional case law, Code Criminal Procedures, and other legal requirements into the future.

The Taser is deployed in dynamic and stressful field situations where officers cannot hesitate to determine which device they or their peers are currently issued and using in the field. It is very difficult, if not impossible, to effectively recondition muscle memory after 15 years of use. Often times the backup officers will deploy lethal cover should the Taser or other less lethal options fail. If an officer misreads or is confused on which system is being used and the function of the "new" device; an officer may misread the suspect's reaction as a device failure and escalate their use of force up to deadly force.

Therefore, I am requesting the Public Safety option be approved so we can continue the use of this Taser product.

Gregory K. Allen, Chief of Police
911 N. Raynor | El Paso, Texas 79903 | (915) 564-7000

"Delivering Outstanding Services"

**ADDENDUM TO THE CITY OF EL PASO
PURCHASE ORDER TERMS AND CONDITIONS**

The City of El Paso ('City") and TASER International, Inc. hereby agree to modify the City's Purchase Order Terms and Conditions through this Addendum as follows:

1. **INDEMNIFICATION.** The City and the Contractor mutually agree that Section 3 INDEMNIFICATION be revised to read as follows:

3. INDEMNIFICATION

Contractor or its insurer will indemnify, defend and hold the City, its officers, agents and employees, **HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS)** for any damage to OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING BY REASON OF CONTRACTOR'S NEGLIGENCE, INTENTIONAL TORT, OR PRODUCT DEFECT OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

2. **ADDITIONAL REMEDIES.** The City and the Contractor mutually agree that Section 8 ADDITIONAL REMEDIES be revised to read as follows:

8. ADDITIONAL REMEDIES

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have the right to purchase the goods from another vendor in substitution for those due from the Contractor.

3. **INTERPRETATION-PAROLE EVIDENCE.** The City and the Contractor mutually agree that Section 13 INTERPRETATION-PAROL EVIDENCE be revised to read as follows:

13. INTERPRETATION-PAROL EVIDENCE

The City's Purchase Order Terms and Conditions, this Addendum, along with the Contractor's product warranty, herein after Exhibit "A", is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties

and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial is used in this contract, the definition contained in the Code is to control.

4. **ADVERTISING.** The City and the Contractor mutually agree that Section 15 ADVERTISING be revised to read as follows:

15. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government or as required for Contractor's financial reporting obligations.

5. **RIGHT OF INSPECTION.** The City and the Contractor mutually agree that Section 27 RIGHT OF INSPECTION be revised to read as follows:

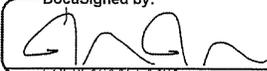
27. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them. In no event will acceptance by the City be later than 10 days after receipt of the products by the City.

6. **FTA Clause.** The City and the Contractor mutually agree that Section 33 FTA Clause is deleted.

7. **RATIFICATION.** Except as herein amended, all other terms and conditions of the City of El Paso's Purchase Order Terms and Condition not specifically changed by this Addendum, shall remain unchanged and in full force and effect.

TASER INTERNATIONAL, INC.

DocuSigned by:

ECEZE16AAEF-A494... 7/8/2015

Printed Name: Joshua Isner
Title: EVP Global Sales

City of El Paso

Printed Name: _____
Title: _____