

## **Request for City Council for the City of Ingleside, Texas**

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**Subject:** Approve funding and purchase of 26 body cameras to equip police, animal control and code enforcement personnel in the amount of \$20,670. State Contract # DIR-TSO-2581

**Submitted By:** Stan Bynum, Chief of Police & Jim Gray, City Manager

**Date Submitted To City Manager:** 09-03-14

**For The Agenda Of:** 09-09-14

**Attachments:** Quote from Digital-Ally; Free software and \$795.00 per camera x 26 cameras: \$20,670.00 ttl cost.

**Approved By City Manager:** \_\_\_\_\_

**Summary Statement:** Due to the recent events receiving national attention from police officer interactions with suspects and the communities they serve, as well as the increasing loss of police officer lives in both small and large agencies throughout the country, it is recommended that the city invest in digital body cameras to be worn by officers to record officer interactions with citizens. As car cameras reduced citizen complaints and allegations of officer misconduct during traffic stops since their first inception, it has become necessary and best police practices to now video and audio record all police interactions with the public whenever practical. This will not only further reduce invalid citizen complaints, but also serve as additional protection for officers and the city from such things as false allegations of excessive force and other serious liability exposures that are inherent in police work. An added value is that the cameras will also reduce the amount of time and resources consumed in investigating simple or complex customer complaints of all types for the departments able to utilize them.

The purchase from this state contract vendor will provide for body camera data to be integrated with the car camera data storage computer at the PD via software included for free by the vendor.

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**Recommended Action:** Approval \$20,670.00 for 26 body cameras to equip the PD, Animal Control Officers, and Code Enforcement.

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9705 Loiret Blvd.  
Lenexa, KS 66219

**Customer**  
Ingleside Police Department  
Ronald Fraser

**Billing Address**  
2425 8th Street  
Ingleside TX 78362

**Contact Info**  
361-776-2531  
rfraser@inglesidets.gov

**Shipping Address**  
2425 8th Street

**End User**

Ingleside TX 78362

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
INGTX0	Tony Anderson		Net 30	Brad Lynn	90 Days

Qty	Product	List Price	Discount	Item Total	
26	FirstVu HD Complete Kit	\$995.00	\$200.00	\$20,670.00	
1	VuVault Client Software License - Single Computer	\$595.00	\$595.00	\$0.00	
Notes: Pricing Per Texas DIR-TSO-2581					
				Discount Total	\$5795.00
				Taxes	\$0.00
				Freight	\$0.00
				<b>Quote Total</b>	<b>\$20,670.00</b>

Thank you for your interest!

If you would like to place an order, please contact Digital Ally or your local rep.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

- 1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.
- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.
- 3. Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.
- 4. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing



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authority.

5. **Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. **Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. **Prevailing Party's Attorneys' Fees.** . In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.



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15. **Cancelled Orders and/or Returns.** All cancelled orders and/or product returns may be subject to a 20% restocking fee.

**VuVault System Requirements**

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

**Standalone Software (with or without wireless software)**

**Minimum Requirements**

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive
- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

**Recommended Specifications**

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

**Server Software (with or without wireless software)**

**Minimum Requirements**

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

**Recommended Specifications**



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- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

**Client/Viewer Software**

**Minimum Requirements**

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

**Recommended Specifications**

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit) or Windows 8
- 40GB Free Space (Boot Drive)
- DVD+/-RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

**Wireless Requirements and Recommendations**

**Minimum Requirements**

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA2-PSK w/AES encryption
- DHCP Component (Can be integrated to AP or external)