

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19419

Sponsor(s): Alfred Jordan

Date: March 13, 2017

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing a Sixty Month Contract for the purchase of Less Lethal Electrical Source Weapons (Tasers) for the Sheriff's Office from Taser International of Scottsdale, Arizona at a cost of \$33,376.49 for the first twelve months as a Sole Source purchase.</u></p>										
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$33,376.49</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$33,376.49</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$33,376.49</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: 004-4201-58170 Road & Bridge Fund, Sheriff's Office, Other Equipment</td> <td>\$33,376.49</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>This will be a Sixty Month Contract; the first annual payment is \$33,376.49. The remaining years funding is subject to annual appropriation. Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$33,376.49	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$33,376.49	Amount budgeted for this item * (including transfers):	\$33,376.49	Source of funding (name of fund) and account code number: 004-4201-58170 Road & Bridge Fund, Sheriff's Office, Other Equipment	\$33,376.49
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>										
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p>REQUEST SUMMARY</p>	<p>The Sheriff's Office inventory of Less Lethal Electrical Source Weapons were purchased between 2004 and 2009; these models are no longer in production and will no longer be supported by the manufacturer after 2019. The Sheriff's Office is requesting approval of a Sixty Month Contract with Taser International of Scottsdale, Arizona, the manufacturer of the weapons, to replace and upgrade their inventory.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the Sixty Month Contract to replace and upgrade these weapons with Taser International of Scottsdale, Arizona for the Sheriff's Office as a Sole Source purchase. Research by the Sheriff's Office and the Purchasing Department indicates there are no other manufacturers of less lethal electrical source weapons for law enforcement on the market at this time.</p>										
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p>ATTACHMENTS</p>	<p>A recommendation memorandum from Captain Dave Epperson of the Sheriff's Office and the quote and contract from Taser, International</p>										
<p>REVIEW</p>	<table border="1"> <tr> <td>Department Director:</td> <td>Date:</td> </tr> <tr> <td>Finance (Budget Approval): If applicable:</td> <td>Date: 3/3/17</td> </tr> <tr> <td>Division Manager:</td> <td>Date: 3/8/17</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director:	Date:	Finance (Budget Approval): If applicable:	Date: 3/3/17	Division Manager:	Date: 3/8/17	County Counselor's Office:	Date:		
Department Director:	Date:										
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Division Manager:	Date: 3/8/17										
County Counselor's Office:	Date:										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Barbara Casamento

FROM: Captain Dave Epperson

DATE: 02/09/2017

SUBJECT: TASER Sole Source memorandum

Ms. Casamento,

I am sending this memorandum to request the above listed business, TASER International 17800 North 85th Street Scottsdale, Arizona 85255, to be considered a Sole Source for the Jackson County Sheriff's Office purchase of conducted electrical source weapons in 2017.

The Jackson County Sheriff's Office requested and received first year funding for the purchase of 100 TASER X2 electrical source weapons (less lethal) for use throughout the Sheriff's Office, with the package including maintenance and replacement cartridges. This program is called the TASER 60 plan, as illustrated in documentation provided by our Firearms Specialist Sergeant Charles Degroff in the attached memorandum, allowing the Sheriff's Office to replace outdated units which will not be supported after 2019. TASER International is the sole source manufacturer of the X2 system and has provided this equipment and maintenance to the Sheriff's Office for several years.

Thank you for your consideration reference this request,



TASER International*Protect Life. Protect Truth.*

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 658-0724

Chuck DeGross
 (816) 220-3274
 (816) 524-4340
 cdegross@jacksongov.org

**Quotation**

Quote: Q-100472-2
Date: 2/3/2017 1:17 PM
Quote Expiration: 3/15/2017
Contract Start Date*: 2/3/2017
Contract Term: 5 years

AX Account Number:
 109638

Bill To:
 Jackson County Sheriff's Office - MO
 4001 NE Lakewood Court
 Lees Summit, MO 64064
 US

Ship To:
 Chuck DeGross
 Jackson County Sheriff's Office - MO
 4001 NE Lakewood Court
 Lees Summit, MO 64064
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Dolby	4805026214	ddolby@taser.com	Fedex - Ground	Net 30

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

YEAR 1, DUE NET 30 DAYS + SHIPPING

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 10,000.00	USD 33,200.00
93	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
560	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 0.00	USD 176.49

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
7	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
YEAR 1, DUE NET 30 DAYS + SHIPPING Total Before Discounts:						USD 43,376.49
YEAR 1, DUE NET 30 DAYS + SHIPPING Discount:						USD 10,000.00
YEAR 1, DUE NET 30 DAYS + SHIPPING Net Amount Due:						USD 33,376.49

FREE SPARE

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22002	HANDLE, BLACK, CLASS III, X2	USD 1,103.31	USD 1,103.31	USD 1,103.31	USD 0.00
1	80137	TASER 60 X2 UNLIMITED	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 58.38	USD 58.38	USD 58.38	USD 0.00
FREE SPARE Total Before Discounts:						USD 1,161.69
FREE SPARE Discount:						USD 1,161.69
FREE SPARE Net Amount Due:						USD 0.00

YEAR 2, 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
YEAR 2, 2018 Total Before Discounts:						USD 43,200.00
YEAR 2, 2018 Net Amount Due:						USD 43,200.00

YEAR 3, 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
YEAR 3, 2019 Total Before Discounts:						USD 43,200.00
YEAR 3, 2019 Net Amount Due:						USD 43,200.00

YEAR 4, 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
YEAR 4, 2020 Total Before Discounts:						USD 43,200.00
YEAR 4, 2020 Net Amount Due:						USD 43,200.00

YEAR 5, 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
100	85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	USD 432.00	USD 43,200.00	USD 0.00	USD 43,200.00
YEAR 5, 2021 Total Before Discounts:						USD 43,200.00
YEAR 5, 2021 Net Amount Due:						USD 43,200.00
Subtotal						USD 206,176.49
Estimated Shipping & Handling Cost						USD 515.44
Grand Total						USD 206,691.93

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.taser.com/legal>, and the terms and conditions of TASER's Master Services and Purchasing Agreement do not apply to this order. 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.

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 Master Services and Purchasing Agreement posted at <http://www.taser.com/legal>. 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): _____

Quote: Q-100472-2

Please sign and email to David Dolby at ddolby@taser.com or fax to (480) 658-0724

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
 © 2013 TASER International, Inc. All rights reserved.



Certificate of Destruction

Agency Name:	_____		
Quote/PO Number:	_____		
Product/ Quantity to be destroyed:	M26: _____	X26: _____	Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.

TASER 60 Unlimited Plan -program benefits-

Plan includes; CEW, batteries, holster, training cartridges, duty cartridges, and 5 years' total warranty on all devices.

- Unlimited batteries, to cover all 5 years with use. You get choice of any battery; PPM, TPPM, XPPM, APPM, XAPPM, SPPM.
- 3- training cartridges per year for 5 years for each officer for TASER re-certification and training. You get your choice of cartridges.
- Unlimited- duty cartridges could cover your agency for the next 5 years. You get your choice of cartridges.
- Extended Warranty on all CEWs for the full 5-year period.
- FREE SPARE CEW to put on your shelf for immediate replacement of a broken unit. Return the broken unit and put the replacement back on the shelf.
- Purchase today and pay for the units over 5 years without any interest.
- Purchasing of all units/cartridges/batteries at today's price and avoids future price increases.
- Gives a "line item" for the budget with a known expenditure.

TASER International, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

TASER 60 Term. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (**Term**).

Payment Terms. TASER invoices for the TASER 60 Plan on an annual basis. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

Taxes. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

Shipping; Title; Risk of Loss; Rejection. TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency. The Agency is responsible for all freight charges. Shipping dates are estimates only.

Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

Warranty Limitations.

The warranties do not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

TASER's cumulative liability to Jackson County for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will TASER or Jackson County be liable to the other for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website www.taser.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

TASER 60 Warranty Coverage. TASER 60 includes extended warranty coverage for TASER manufactured products as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

Spare Product. For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 30 days of the end of the Term, the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

TASER 60 Termination. If an invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.

Once TASER 60 coverage is terminated for any reason, then:

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.

TASER International, Inc.'s TASER 60 Terms and Conditions

2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to TASER within 30 days of the date of termination.
3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TASER 60. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

Excusable Delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

Assignment. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Entire Agreement. This Agreement and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER International, Inc.'s TASER 60 Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc.

Jackson County, Missouri

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Q. Troy Thomas
Title: Chief Financial Officer
Date: _____

APPROVED AS TO FORM:

ATTEST:

W. Stephen Nixon, County Counselor

Mary Jo Spino, Clerk of the Legislature