

THE CASS COUNTY COMMISSION

Date and time posted 9-21-16 at 12:00 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting
on
Thursday, September 22, 2016
at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

2:30PM *Commission Meeting*

- 1. Call to Order*
- 2. Roll Call*
- 3. Pledge*
- 4. Accept the Agenda as Presented*
- 5. Approval of Minutes of September 15, 2016 Meeting*
- 6. Resolution No. 16-43 – Authorizing a Cooperative Agreement for Improvement and Maintenance of Roadway with Deer Creek Township, Bates County, Missouri*
- 7. Recommendation from Cass County Sheriff's Office for Taser Bids – Lt. David Rodgers – Award to Taser Co.*
- 8. Misc*
- 9. Public Comment*
- 10. Commissioner Communications*
- 11. Adjourn*

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and **610.021.17 (Confidential Communications with Auditor)**; 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

Commission Meeting Minutes September 15, 2016

The Cass County Commission convened on September 15, 2016 at 2:30 P.M. for the 12th day of the July term, with those present as follows:

Jeff Cox	Presiding Commissioner
Luke Scavuzzo	Associate Commissioner District 1
Jimmy Odom	Associate Commissioner District 2
Mike Vinck	County Clerk

Presiding Commissioner Jeff Cox called to order the regular meeting at 2:30 pm.

1. Call To Order:

2. Roll Call:

Presiding Commissioner Jeff Cox – present

Associate Commissioner District 1 Luke Scavuzzo – present

Associate Commissioner District 2 Jimmy Odom – present

3. Pledge:

4. Accept the Agenda as Presented:

Commissioner Scavuzzo made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

5. Approval of Minutes of September 8, 2016 Meeting:

Commissioner Odom made a motion to approve the minutes of September 8, 2016 meeting. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

6. Resolution No. 16-41 – Approval of Memorandum of Understanding Between Missouri Department of Health and Senior Services and Cass County Health Department:

Commissioner Odom made a motion to approve Resolution No. 16-41. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

7. Resolution No. 16-42 – Approval of Contract with Wiedenmann Inc. – School Road Repair Project:

Commissioner Scavuzzo made a motion to approve Resolution No. 16-42. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands. Cass County Road and Bridge Director Terry Faulkenberry gave a brief on this item.

8. Recommendation on Bids for Scanner Kit – Cass County Road and Bridge Department – AE Tool & Computers:

Commissioner Odom made a motion to accept recommendation and award bid to AE Tool & Computers. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands. Cass County Road and Bridge Director Terry Faulkenberry gave a brief on this item.

9. Proclamation – Pink-Tober-Fest – Breast Cancer Awareness:

Commissioner Scavuzzo made a motion to approve proclamation. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

10. Proclamation – Manufacturing Day in Cass County (October 7, 2016):

Commissioner Odom made a motion to approve proclamation. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

11. Misc:

None.

12. Public Comment:

None.

13. Commissioner Communications:

None.

14. Adjourn:

Executive Session:

Presiding Commissioner Cox moved to enter Executive Session and that the meeting and record be closed at 2:37 pm pursuant to RSMo. 610.021.1 (Legal) and 610.021.17 (Confidential Communications With Auditor). Commissioner Odom seconded the motion and it passed unanimously by a roll call vote.

Commissioner Scavuzzo moved to adjourn from Executive Session and reconvene into regular session at 3:24 pm. Commissioner Odom seconded the motion and it passed unanimously by roll call vote.

.....
Commissioner Odom made a motion to adjourn the Commission meeting at 3:24 pm. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.
.....

(CDs are available in the County Clerk’s Office of all Public Hearings and Meetings for a fee of (\$5.00)

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner District 1

Jimmy Odom
Associate Commissioner District 2

Michael J. Vinck
County Clerk

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the July Term, 2016, held on the 22nd day of September, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-43 OF THE CASS COUNTY COMMISSION

**AUTHORIZING A COOPERATIVE AGREEMENT FOR IMPROVEMENT AND
MAINTENANCE OF ROADWAY WITH DEER CREEK TOWNSHIP, BATES
COUNTY, MISSOURI**

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF
CASS COUNTY, MISSOURI, THAT,***

That the Cass County Commission hereby approves the Cooperative Agreement for Improvement and Maintenance of Roadway with Deer Creek Township, Bates County, Missouri, a copy of which is attached hereto and incorporated herein by reference, and further authorizes the Presiding Commissioner to execute the same on behalf of Cass County.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:

SEAL:



Michael J. Vinck, County Clerk
Clerk of the Commission

Pursuant to Section 50.660, RSMo, I certify that there is an unencumbered balance to the credit of the appropriation to which this agreement is to be charged, and an unencumbered cash balance in the treasury to the credit of a fund from which the payment is to be made sufficient to meet the obligation incurred.

Ryan Wescoat
Cass County Auditor

Dated: _____

**COOPERATIVE AGREEMENT FOR IMPROVEMENT
AND MAINTENANCE OF ROADWAY**

This Cooperative Agreement is made by and between the Deer Creek Township, Bates County, Missouri, hereinafter referred to as "Township", and Cass County, Missouri, hereinafter referred to as "Cass County".

In consideration of the mutual covenants and agreements set forth herein, the parties hereby mutually agree as follows:

PART I: SPECIFIC TERMS AND CONDITIONS

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between the parties for the improvement and maintenance of approximately 1 mile of road on 355th Street between East Outer Road and 993 Road, in accordance with the terms and conditions set forth herein.
2. **License to use right-of-way.** The parties grant to each other a license to use that portion of the other's public right-of-way in order to allow the performance of the Project in accordance with the terms of this Agreement.
3. **Obligations of the Township.** The Township agrees to the following: Provide all needed aggregates, cross culverts, entrance pipes on south side of road and do all mowing and removal of mailboxes prior to excavating, all at its expense.
4. **Obligations of Cass County.** Cass County agrees to the following: Provide labor forces, equipment, and provide entrance pipes on north side of road, all at its expense.

PART II: GENERAL TERMS AND CONDITIONS

1. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the Project.
2. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.
3. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
4. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

5 **Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

6. **Binding Effect and Beneficiaries.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party. There are no 3d party beneficiaries to this Agreement.

7. **Representations.** The parties certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

Cass County, Missouri:

By: _____

Jeff Cox

Presiding County Commissioner

Date: _____

ATTEST TO:

By: _____

Mike Vinck

County Clerk

Deer Creek Township, Bates County, Missouri:

By: _____

Printed Name: _____

Its: _____

Date: _____

ATTEST:

Clerk

Award Recommendation for procurement of X2 Tasers and supplies

I. Project Overview

Cass County Sheriff's Office is requesting sealed proposals from individuals, firms, partnerships, and corporations to provide Taser X2 ECW's and supplies.

II. Objectives

The objective of this solicitation was to select the most competitive and qualified vendor capable of providing Taser X2 products. The requirements of this bid were to provide the following products:

- 24 Taser X2 ECW's
- 24 extended warranties for Taser X2 ECW's
- 24 Performance Power Magazines
- 24 X2 Blackhawk Holsters
- 48 25 foot Smart Duty Cartridges
- 48 Smart Training Cartridges
- 1 Data Download Kit

I recommend that Taser International be recommended for this purchase. Taser International was the only entity that submitted a bid and meets all the requirements of this solicitation.

ORIGINAL

REQUESTS FOR SEALED BIDS

for

Taser X2 ECW

for

CASS COUNTY SHERIFF'S OFFICE

2501 W. Mechanic St. Harrisonville Mo 64701
Harrisonville, Missouri

GENERAL INFORMATION AND REQUIREMENTS

Cass County is requesting sealed proposals to provide Taser ECW's and supplies to the Cass County Missouri Sheriff's Office.

Submission of Proposals

One original and two copies of the sealed proposal must be delivered to:

Cass County Commissioner's Office, at 102 East Wall, Harrisonville Mo 64701

Sealed proposals must be delivered no later than (5 P.M.) on (09-19-16). Proposals received after the above date and time will be returned and unopened.

The proposal must be sealed and must be plainly marked in the lower left-hand corner of the corner "**Taser ECW Sealed Proposal.**" Failure to submit a proposal in a properly marked envelope may eliminate the proposal from consideration.

All proposals submitted shall be binding for sixty (60) calendar days following the due date, unless the vendor(s) upon request of the county agree to the extension.

Opening of Proposals

Proposals will be opened and read on by the Cass County Commission. Proposals will be evaluated and an award, if any, will be made to the proposer who best meets the requirements and is judged best able to provide Taser ECW's to the Cass County Sheriff's Office.

Other Information

Cass County is not liable for any costs incurred in replying to the Request for Proposal. The county reserves the right to reject any and all proposals and to select the proposal considered most advantageous to Cass County.

Contacts

Questions concerning this Request for Proposal must be directed to:

Name Lieutenant David Rodgers

Address 2501 W. Mechanic St. Harrisonville Mo 64701

Phone 816-380-8607

648@cassmosheriff.org

The deadline to submit questions is 09-15-16

I. Project Overview

Cass County Sheriff's Office is requesting sealed proposals from individuals, firms, partnerships, and corporations to provide Taser X2 ECW's and supplies.

II. Objectives

The objective of this RFP is to select the most competitive and qualified vendor capable of providing Taser X2 products. The selected proposal must be able to provide the following items:

- 24 Taser X2 ECW's
- 24 extended warranties for Taser X2 ECW's
- 24 Performance Power Magazines
- 24 X2 Blackhawk Holsters
- 48 25 foot Smart Duty Cartridges
- 48 Smart Training Cartridges
- 1 Data Download Kit

Cass County reserves the right to negotiate with the provider who, in the county's opinion, offers the best program of service.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-378-6269

David Rodgers
(816) 380-8607
648@cassmosheriff.org



Quotation

Quote: Q-80813-4
Date: 9/9/2016 12:10 PM
Quote Expiration: 11/18/2016
Contract Start Date*: 8/19/2016
Contract Term: 1 year

AX Account Number:
112451

Bill To:
Cass County Sheriff's Office - MO
2501 West Mechanic, Suite 100
Harrisonville, MO 64701
US

Ship To:
David Rodgers
Cass County Sheriff's Office - MO
2501 West Mechanic, Suite 100
Harrisonville, MO 64701
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kevin Knudsen	480-905-2061	kknudsen@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	DISCOUNT (\$)	NET TOTAL
24	22002	HANDLE, BLACK, CLASS III, X2	USD 1,066.00	USD 25,584.00	USD 0.00	USD 25,584.00
24	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 56.41	USD 1,353.84	USD 0.00	USD 1,353.84
24	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 68.15	USD 1,635.60	USD 0.00	USD 1,635.60
48	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 32.60	USD 1,564.80	USD 0.00	USD 1,564.80
48	22150	CARTRIDGE, PERFORMANCE, SMART, 15'	USD 30.53	USD 1,465.44	USD 0.00	USD 1,465.44
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 170.52	USD 170.52	USD 0.00	USD 170.52
Hardware Total Before Discounts:						USD 31,774.20
Hardware Net Amount Due:						USD 31,774.20

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	22014	WARRANTY, 4 YEAR, X2	USD 329.39	USD 7,905.36	USD 0.00	USD 7,905.36
Extended Warranties Total Before Discounts:						USD 7,905.36
Extended Warranties Net Amount Due:						USD 7,905.36
Subtotal						USD 39,679.56
Estimated Shipping & Handling Cost						USD 199.96
Grand Total						USD 39,879.52

**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 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-80813-4

Please sign and email to Kevin Knudsen at kknudsen@taser.com or fax to 480-378-6269

THANK YOU FOR YOUR BUSINESS!

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