

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract for the furnishing, installation, and repair of emergency equipment for use by the Sheriff's Office to 911 Custom of Overland Park, KS, as a sole source purchase.

**RESOLUTION NO. 19098**, March 14, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Sheriff's Office has a need for the acquisition, installation, and repair of Whelan emergency equipment now used in its patrol vehicles; and,

WHEREAS, the Sheriff's Office desires to continue to use Whelan equipment to ensure ease of maintenance, and to avoid the need to stock replacement parts from multiple manufacturers; and,

WHEREAS, research by the Finance and Purchasing and Public Works Departments indicates that 911 Custom of Overland Park, KS, is the only authorized dealer in the metropolitan area capable of providing Whelan emergency equipment and service for the existing Whelan equipment used by the Sheriff's Office; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a twelve-month term and supply contract for the furnishing, installation, and repair of emergency equipment to 911 Custom of Overland Park, KS, as a sole source purchase; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19098 of March 14, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino  
Clerk of Legislature

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 is subject to annual appropriation.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:  
 Res/Ord No.: 19098  
 Sponsor(s): Alfred Jordan  
 Date: March 14, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the Purchase, Installation and Repair of Emergency Equipment for use by the Sheriff's Office to 911 Custom of Overland Park, Kansas as a Sole Source.</u></p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$</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>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></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 checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:      Department: Sheriff's Office Estimated Use: \$100,000.00</p> <p>Requesting approval by the Legislature of the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Estimated usage figures are for</p> <p>Prior Year Budget (if applicable):      Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):          Prior resolutions and (date): 18709, February 9, 2015</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<b>REQUEST SUMMARY</b>	<p>The Sheriff's Office requires a Term and Supply Contract to Purchase, Install and Repair Emergency Equipment on their patrol vehicles. 911 Custom of Overland Park, Kansas is the only authorized dealer in the Kansas City Missouri Metropolitan Areas for the Whelan Equipment utilized by the Sheriff's Office. Several attempts have been made to bid this equipment and the services for it, resulting in only one bidder responding.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the Purchase, Installation and Repair of Emergency Equipment for the Sheriff's Office to 911 Custom of Overland Park, Kansas as a Sole Source.</p> <p>This Award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<b>ATTACHMENTS</b>	<p>Sole Source Memorandum from Capt. David Epperson of the Sheriff's Office</p>										
<b>REVIEW</b>	<table border="1"> <tr> <td>Department Director:</td> <td>Date: 2/9/16</td> </tr> <tr> <td>Finance (Budget Approval): If applicable N/A Mary Rasmussen</td> <td>Date: 2/3/16</td> </tr> <tr> <td>Division Manager: Mary Lou Brown</td> <td>Date: 3/9/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director:	Date: 2/9/16	Finance (Budget Approval): If applicable N/A Mary Rasmussen	Date: 2/3/16	Division Manager: Mary Lou Brown	Date: 3/9/16	County Counselor's Office:	Date:		
Department Director:	Date: 2/9/16										
Finance (Budget Approval): If applicable N/A Mary Rasmussen	Date: 2/3/16										
Division Manager: Mary Lou Brown	Date: 3/9/16										
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 David Epperson  
**DATE:** 02/06/2016  
**SUBJECT:** Sole Source request

Ms. Casamento,

The Jackson County Sheriff's Office has a current need for police vehicle emergency equipment to include; emergency lighting, sirens, wig wags, prisoner transport apparatus, computer stands, rifle and shotguns mounts, flashers and electrical wiring for the equipment.

The Sheriff's Office recently obtained thirteen Dodge Charger emergency vehicles from the Missouri State Highway Patrol and we plan to utilize monies from our funding line 4201-004-56530 to outfit the vehicles with needed equipment.

The Sheriff's office requests that 911 Customs, LLC, 6970 W. 152<sup>nd</sup> Terrace Overland Park, Kansas 66223, Telephone # (913) 390-8540, fax # (913) 390-7889 continue to be utilized as our sole source provider of the above listed equipment. Over the past several years we have utilized 911 Customs as our provider and we would like to continue to do so. This company is the sole provider of Whelan equipment in our area and they provide a warranty reference repairs in case of equipment failure.

The Sheriff's office has requested estimates from 911 Customs for the above mentioned equipment and installation, with an estimated cost currently totaling around \$46,000. These estimates will be provided along with other necessary documentation upon request.

It is my recommendation that we use 911 Customs, LLC, as our sole source vendor for this equipment.

Approved: Co. [Signature] 2-8-2016

Cap D. Epperson

Approved MCS 2/10/16

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$40,000.00 within the 2016 Health Fund to cover the costs of forensic pathologist consultation services within the Medical Examiner's Office.

**RESOLUTION NO. 19099**, March 14, 2016

**INTRODUCED BY** Scott Burnett, County Legislator

WHEREAS, because of a higher than anticipated caseload, the Medical Examiner's Office has experienced a budget shortfall in its accounts to cover the costs associated with forensic pathologist consultation services; and,

WHEREAS, a transfer is necessary to cover this shortfall; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 Health Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Health Fund			
Medical Examiner			
002-2001	55010 – Regular Salaries	\$40,000	
002-2001	56060 – Medical & Dental Srvs		\$40,000



Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

*Jay D. Holden*  
Chief Deputy County Counselor

*W. Stephen Nixson*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19099 of March 14, 2016, as duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 002 2001 55010  
ACCOUNT TITLE: Health Fund  
Medical Examiner's Office  
Regular Salaries  
NOT TO EXCEED: \$40,000.00

*March 9, 2016*  
Date

*[Signature]*  
Director of Finance and Purchasing



# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19099

Sponsor(s): Scott Burnett

Date: March 14, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: A resolution requesting a transfer within the Medical Examiner's budget to cover contract agreements for Forensic Pathologist services, and forensic consultations due to high volume of cases.</p>																
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$40,000.</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$40,000.</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 002-2001-55010 Health Fund, Medical Examiner, Regular Salaries</td> <td>FROM ACCT \$40,000.</td> </tr> <tr> <td>TO: 002-2001-56060 Health Fund, Medical Examiner, Medical &amp; Dental Services</td> <td>TO ACCT \$40,000.</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>Prior Year Budget (if applicable): \$  Prior Year Actual Amount Spent (if applicable): \$</p>	Amount authorized by this legislation this fiscal year:	\$40,000.	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$40,000.	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM: 002-2001-55010 Health Fund, Medical Examiner, Regular Salaries	FROM ACCT \$40,000.	TO: 002-2001-56060 Health Fund, Medical Examiner, Medical & Dental Services	TO ACCT \$40,000.				
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):  Prior resolutions and (date):</p>																
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Diane C. Peterson, MD., Director (816) 881-6600</p>																
<b>REQUEST SUMMARY</b>	<p>Project/Title: A resolution requesting a transfer within the Medical Examiner's budget to cover contract agreements for Forensic Pathologist services, and forensic consultations due to high volume of cases.</p>																
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<b>REVIEW</b>	<table border="1"> <tr> <td>Department Director:</td> <td><i>Diane Peterson MD</i></td> <td>Date:</td> <td><i>2/29/16</i></td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i></td> <td><i>Mary Rasmussen</i></td> <td>Date:</td> <td><i>3/3/16</i></td> </tr> <tr> <td>Division Manager:</td> <td><i>Mary Jo Brown</i></td> <td>Date:</td> <td><i>3/9/16</i></td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> <td></td> </tr> </table>	Department Director:	<i>Diane Peterson MD</i>	Date:	<i>2/29/16</i>	Finance (Budget Approval): <i>If applicable</i>	<i>Mary Rasmussen</i>	Date:	<i>3/3/16</i>	Division Manager:	<i>Mary Jo Brown</i>	Date:	<i>3/9/16</i>	County Counselor's Office:		Date:	
Department Director:	<i>Diane Peterson MD</i>	Date:	<i>2/29/16</i>														
Finance (Budget Approval): <i>If applicable</i>	<i>Mary Rasmussen</i>	Date:	<i>3/3/16</i>														
Division Manager:	<i>Mary Jo Brown</i>	Date:	<i>3/9/16</i>														
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.





Jackson County Medical Examiner's Office  
950 East 21<sup>st</sup> Street  
Kansas City, Missouri 64108  
(816) 881-6600 fax (816) 881-6641

## MEMO

To: Mary Lou Brown, Chief Administrative Officer  
Gary Panethiere, Chief Operating Officer

From: Diane C. Peterson, MD., Chief Medical Examiner

Date: January 26, 2016

I am requesting approval to submit an RLA regarding a transfer within the Medical Examiner's budget. Over the next few months, during the process of selecting a new Deputy Medical Examiner, the office must continue to provide this specialty service of Board Certified Forensic Pathologist coverage each day. To avoid a backlog of cases I would like the ability to increase contract amounts with Pathologists to help cover peak times.

This transfer will also help cover contract services of Board Certified Forensic Dentists & Anthropologists, Cardiac Pathologists & Neuropathologists. As our case load increases, so does our need for these specialized services. As a National Association of Medical Examiners (NAME) accredited office, we are required to provide complete, reliable, reputable and credible forensic services. Also, as required by NAME, these services do require certification in select specialty fields.

Over the last few years, our office has exceeded the budgeted amount for these specialty services. However, due to changes in staffing, this money will be covered as a salary savings and should not affect our budget. With your approval, please see attached RLA proposal.

Please contact me if you have any questions. Thank you for your consideration.

Regards,

Diane C. Peterson, MD  
Chief Medical Examiner

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a twelve-month term and supply contract for the furnishing of on-line legal research services for use by the Department of Corrections to Thomson Reuters (Westlaw) of St. Paul, MN, as a sole source purchase.

**RESOLUTION NO. 19100**, March 14, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, section 1030.1 also requires notification of and approval by the Legislature on such sole source purchases exceeding \$25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends a term and supply contract with Thomson Reuters (Westlaw) of St. Paul, MN, for the furnishing of on-line legal research services for use by the Department of Correction's Inmate Law Library; and,

WHEREAS, the Director of Finance and Purchasing further recommends that it not take competitive bids with regard to said contract for the reason that Thomson Reuters is the only supplier of its proprietary Westlaw on-line legal research services, which services best meet the needs of the Detention Center; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the contract, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19100 of March 14, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

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 is subject to annual appropriations.

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing



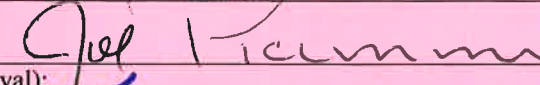
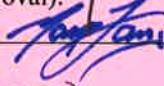
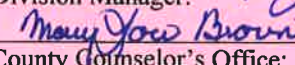
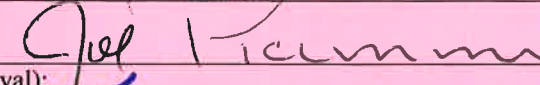
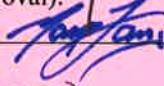
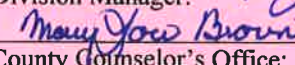
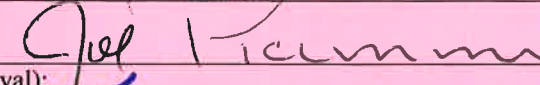
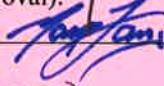
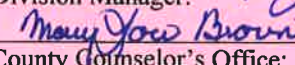
# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19100

Sponsor(s): Alfred Jordan

Date: March 14, 2016

<b>SUBJECT</b>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case Law for the Inmates Law Library at the Jackson County Detention Center from Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source</u></p>															
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> <td>\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> <td></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 checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Department of Corrections Estimated Use: \$29,115.00</p> <p>Prior Year Budget (if applicable): \$25,842.00          Prior Year Actual Amount Spent (if applicable): \$25,842.00</p>	Amount authorized by this legislation this fiscal year:		\$	Amount previously authorized this fiscal year:		\$	Total amount authorized after this legislative action:		\$	Amount budgeted for this item * (including transfers):		\$	Source of funding (name of fund) and account code number:		
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Source of funding (name of fund) and account code number:																
<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date):          Prior resolutions and (date): 18892 July 27, 2015</p>															
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>															
<b>REQUEST SUMMARY</b>	<p>The Department of Corrections requires a Term and Supply Contract for Legal Research Services for Case Law for the Inmate Law Library at the Jackson County Detention Center. Research by the Department of Corrections and the Purchasing Department has determined that there is no other vendor currently providing these services.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case Law for the Inmate Law Library at the Jackson County Detention Center to Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>															
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>															
<b>ATTACHMENTS</b>	<p>Memorandum from Ms. Laura Scott, Manager of Jail Services for the Department of Corrections and the Subscription Agreement from Thomson Reuters/West Law.</p>															
<b>REVIEW</b>	<table border="1"> <tr> <td>Department Director:</td> <td></td> <td>Date: 3-2-16</td> </tr> <tr> <td>Finance (Budget Approval): If applicable</td> <td></td> <td>Date: 3/3/16</td> </tr> <tr> <td>Division Manager:</td> <td></td> <td>Date: 3/9/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td></td> <td>Date:</td> </tr> </table>	Department Director:		Date: 3-2-16	Finance (Budget Approval): If applicable		Date: 3/3/16	Division Manager:		Date: 3/9/16	County Counselor's Office:		Date:			
Department Director:		Date: 3-2-16														
Finance (Budget Approval): If applicable		Date: 3/3/16														
Division Manager:		Date: 3/9/16														
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.

**Jackson County Department of Corrections**  
**MEMO**



**To:** Barbara Casamento, Purchasing Supervisor  
**CC:** Joseph Piccinini, Acting Director  
Marvin Walker, S.S. Supervisor  
**Date:** 2/29/16  
**From:** L. J. Scott, Manager of Jail Services  
**Subject:** Sole Source

Thompson Reuters – Westlaw Correctional Facilities - is currently the sole source provider of case law for the inmate law library at JCDC. This system provides inmates with legal reference material as required by federal law. Case law is provided via software, internet services, and supplemental book updates. This is the exclusive vendor providing the National Reporter System; the National Digest System; the West Key Number System; Editorial Enhancements; a Correction and Verification Process; KeyCite Citator Service and 24/7 technical support. Corrections would like to renew this contract for one year.

The base contract fee for the next 12 months is \$26,580.34, however supplemental book purchases up to \$2,500 will also be made. This contract and supplemental purchases will be funded in account 001-2701- 57020 and 008-2701-57020.

**WEST ORDER FORM**  
 610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000

Res. 19100

THOMSON REUTERS

**Check West account status below as applicable:**

Rep Name & Number Stinson U0075778

New  (NACI Form attached) Existing with Increase Credit Limit  (NACI Form attached)  
 Existing with no changes  Existing with changes  (Permanent name change must attach a Customer Name Change Form)

Acct # 1003394299 Quote # \_\_\_\_\_ PO # \_\_\_\_\_ Date 2/29/16

Name/Subscriber Jackson County Department of Correction Bill To Acct # \_\_\_\_\_

Order Confirmation Contact Name Laura J. Scott

E-Mail LjScott@jacksongov.org

Password Contact Name (for password delivery) Laura J. Scott

E-Mail LjScott@jacksongov.org

Time and Billing Contact Name Laura J. Scott

E-Mail LjScott@jacksongov.org

\*\*\* R E Q U I R E D \*\*\*

Permanent Address Change  One-Time Ship To  Additional Ship To  Additional Bill To

Name \_\_\_\_\_ Attn: \_\_\_\_\_

Address \_\_\_\_\_ Suite/Floor \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

I F N E E D E D

**Online/CD-ROM/Practice Solutions/Software Products**

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges

Notes:

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ \_\_\_\_\_

**Online/CD-ROM/Practice Solutions/Software Products Subscriptions**

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below for a longer Minimum Term.

\_\_\_\_\_ 24 month Minimum Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ 36 month Minimum Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

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When your Minimum Term terminates, the following will apply:

**Government Subscribers Post-Minimum Term.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

	<b>West LegalEdcenter Products Subscriptions</b>	
--	--	--

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

**Initial below for a longer Minimum Term.**

\_\_\_\_\_ **24 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

\_\_\_\_\_ **36 month Minimum Term.** Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

**Post Minimum Term.** Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

\_\_\_\_\_ **West LegalEdcenter annual billing (please check if requested)**

	<b>CD-ROM Products</b>	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, note that Westlaw charges may be modified after 30 days written or online notice.

\_\_\_\_\_ **Initials for Post Minimum Term Subscription Services.** I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

\_\_\_\_\_ **CD-ROM/DVD annual billing (please check if requested)**

	<b>Banded Products Subscriptions</b>	
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You have \_\_\_\_\_ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

<b>Internal Corporate Use Only</b>	<b>BND</b>
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**Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator**

Technical Contact Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Patron Access: IP Address: \_\_\_\_\_

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range \_\_\_\_\_

\* Orders submitted without IP Address information may delay set up and access

\_\_\_\_ Subscriber Initials \_\_\_\_\_ Terminals will be used for Patron Access (not required for Campus Research).

\_\_\_\_ Subscriber Initials \_\_\_\_\_ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. We reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

**For Internal Office Use Only**

**OF Instructions:** Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

	<b>Online/Practice Solutions/Software Renewals</b>	
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Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
41725238	Westlaw Correctional	\$2070.12

**Notes:** Exception Order Number: 344664 (Approved)

\* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

**Initial below to select the Renewal Term.**

**12 month Renewal Term.** Monthly Charges for the first 12 months will be 7 % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

**24 month Renewal Term.** Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months.

**36 month Renewal Term.** Monthly Charges for the first 12 months will be \_\_\_\_\_% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be \_\_\_\_\_% over the first 12 months; Monthly Charges for the third 12 months will be \_\_\_\_\_% over the second 12 months.

When this Renewal Term expires the following will apply.

**Government Subscribers Post-Renewal Term.** If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

3 of 5

Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-mail \_\_\_\_\_

Print/CD-ROM Products						
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other Charges	Print Subscription Service (y/n)	

Notes:

Total Charges \$ \_\_\_\_\_

       Initial for Subscription Services. I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rate. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access	

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

       Initial to block roaming access



Miscellaneous

1. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-u-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-g-concourse-firm-central-caselogistics.pdf>. Excluded Charges may change after 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Transportation Charges.** Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Hosted Practice Solutions
- CD-ROM Products / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature   X   \_\_\_\_\_

For Credit Card Transactions only:                      Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
 Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge for this Order \_\_\_\_\_  
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)  
 By signing and completing below the Rep certifies that he/she discussed subscription terms with Subscriber and has initialed the subscription services sections above on behalf of the Subscriber.  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Name of Customer Placing Order: \_\_\_\_\_  
 Signature of Rep: \_\_\_\_\_

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** transferring \$116,706.00 within the 2016 General Fund to cover budget shortfalls for the Kansas City Election Board.

**RESOLUTION NO. 19101**, March 14, 2016

**INTRODUCED BY** Dennis Waits, County Legislator

WHEREAS, the Kansas City Election Board has experienced a budget shortfall in its accounts, including budget lines for postage and equipment repair; and,

WHEREAS, a transfer is necessary to cover this shortfall; and,

WHEREAS, the County Executive recommends this transfer; now therefore,

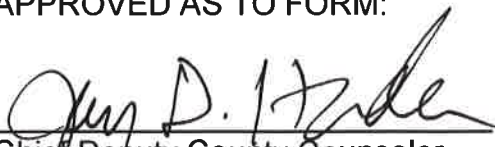
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2016 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Kansas City Election Board			
001-5401	55010 – Regular Salaries	\$107,526	
001-5401	55040 – FICA	\$ 9,180	
001-5401	55060 – Insurance Benefits		\$ 7,226
001-5401	56101 – Auditing & Accounting		\$ 5,000
001-5401	56020 – Legal Services		\$ 8,000
001-5401	56110 – Postage		\$14,900
001-5401	56120 – Car Allowance & Local Mileage		\$ 250
001-5401	56230 – Printing Services		\$ 9,850
001-5401	56310 – Property Damage		\$13,750
001-5401	56430 – Telephone Utility		\$12,000
001-5401	56440 – Water		\$ 225
001-5401	56520 – Maint & Repair Equipment		\$29,950
001-5401	56530 – Maint. & Repair Autos		\$ 55

001-5401	56620 – Rent Buildings	\$ 5,000
001-5401	56710 – Dues & Memberships	\$ 500
001-5401	56750 – Education Benefits	\$ 1,200
001-5401	56790 – Other Contractual Services	\$ 4,175
001-5401	57010 – Office Supplies	\$ 3,250
001-5401	57020 – Reference Books & Pub	\$ 100
001-5401	57110 – Gasoline	\$ 400
001-5401	57160 – Food	\$ 600
001-5401	57230 – Other Operating Supplies	\$ 275

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19101 of March 14, 2016, as duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 5401 55010  
ACCOUNT TITLE: General Fund  
Kansas City Election Board  
Regular Salaries  
NOT TO EXCEED: \$107,526.00

ACCOUNT NUMBER: 001 5401 55040  
ACCOUNT TITLE: General Fund  
Kansas City Election Board  
FICA  
NOT TO EXCEED: \$9,180.00

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19101

Sponsor(s): Dennis Waits

Date: March 14, 2016

<b>SUBJECT</b>	Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance  Project/Title: 2016 Budget transfers											
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="331 548 1170 905"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$116,706</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$116,706</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: See attached. TO: See attached.</td> <td>\$116,706</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$894,998</p> OTHER FINANCIAL INFORMATION:  <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: \$  Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):		Amount authorized by this legislation this fiscal year:	\$116,706	Amount previously authorized this fiscal year:	0	Total amount authorized after this legislative action:	\$116,706	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number: FROM: See attached. TO: See attached.	\$116,706
Amount authorized by this legislation this fiscal year:	\$116,706											
Amount previously authorized this fiscal year:	0											
Total amount authorized after this legislative action:	\$116,706											
Amount budgeted for this item * (including transfers):												
Source of funding (name of fund) and account code number: FROM: See attached. TO: See attached.	\$116,706											
<b>PRIOR LEGISLATION</b>	Prior ordinances and (date): Prior resolutions and (date):											
<b>CONTACT INFORMATION</b>	Shelley McThomas / Shawn Kieffer – Directors 816-842-4820											
<b>REQUEST SUMMARY</b>	Requesting a reallocation of funds between existing KCEB budget accounts.											
<b>CLEARANCE</b>	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)											
<b>ATTACHMENTS</b>	KCEB / RLA											
<b>REVIEW</b>	<table border="1" data-bbox="331 1661 1219 1871"> <tr> <td>Department Director: <i>Shelley McThomas</i></td> <td>Date: 3-3-16</td> </tr> <tr> <td>Finance (Budget Approval): If applicable <i>Mary Rasmussen</i></td> <td>Date: 3/5/16</td> </tr> <tr> <td>Division Manager: <i>Mary Jo Brown</i></td> <td>Date: 3/9/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>		Department Director: <i>Shelley McThomas</i>	Date: 3-3-16	Finance (Budget Approval): If applicable <i>Mary Rasmussen</i>	Date: 3/5/16	Division Manager: <i>Mary Jo Brown</i>	Date: 3/9/16	County Counselor's Office:	Date:		
Department Director: <i>Shelley McThomas</i>	Date: 3-3-16											
Finance (Budget Approval): If applicable <i>Mary Rasmussen</i>	Date: 3/5/16											
Division Manager: <i>Mary Jo Brown</i>	Date: 3/9/16											
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.

**Fiscal Note:  
Jackson County, Missouri**

Funds sufficient for this transfer are available from the sources indicated below.

Date:	March 5, 2016	PC# _____	RES # 19101 _____
<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>General Fund - 001</b>			
5401 - KC Election Board	55010 - Regular Salaries	107,526	
5401 - KC Election Board	55040 - FICA	9,180	
5401 - KC Election Board	5060 - Insurance Benefits		7,226
5401 - KC Election Board	56010 - Auditing & Accounting		5,000
5401 - KC Election Board	56020 - Legal Services		8,000
5401 - KC Election Board	56110 - Postage		14,900
5401 - KC Election Board	56120 - Car Allowance & Local Milea		250
5401 - KC Election Board	56230 - Printing Services		9,850
5401 - KC Election Board	56310 - Property Damage		13,750
5401 - KC Election Board	56430 - Telephone Utility		12,000
5401 - KC Election Board	56440 - Water		225
5401 - KC Election Board	56520 - Maint & Repair Equipment		29,950
5401 - KC Election Board	56530 - Maint & Repair Autos		55
5401 - KC Election Board	56620 - Rent Buildings		5,000
5401 - KC Election Board	56710 - Dues & Memberships		500
5401 - KC Election Board	56750 - Education Benefits		1,200
5401 - KC Election Board	56790 - Other Contractual Services		4,175
5401 - KC Election Board	57010 - Office Supplies		3,250
5401 - KC Election Board	57020 - Reference Books & Pub.		100
5401 - KC Election Board	57110 - Gasoline		400
5401 - KC Election Board	57160 - Food		600
5401 - KC Election Board	57230 - Other Operating Supplies		275
		116,706	116,706

  
Budgeting



KANSAS CITY BOARD OF ELECTION COMMISSIONERS  
 RLA  
 March 3, 2016

<u>FUND</u>	<u>DEPT</u>	<u>ACCOUNT</u>	<u>ADOPTED BUDGET</u>	<u>TRANSFERS TO</u>	<u>FROM</u>	<u>RLA BUDGET</u>
		<b>PERSONAL SERVICES</b>				
001	5401	5010 - Salaries	\$545,139.00		\$107,526.00	\$437,613.00
001	5401	5020 - Temporary Services	\$0.00			\$0.00
001	5401	5025 - Part-time Salaries	\$10,400.00			\$10,400.00
001	5401	5030 - Overtime	\$0.00			\$0.00
001	5401	5040 - FICA taxes	\$42,499.00		\$9,180.00	\$33,319.00
001	5401	5060 - Health and Life Insurance	\$86,500.00	\$7,226.00		\$93,726.00
001	5401	5061 - Pension	\$49,062.00			\$49,062.00
001	5401	5070 - Unemployment Insurance	\$2,723.00			\$2,723.00
		<b>Total Personal Services</b>	<b>\$736,323.00</b>			<b>\$626,843.00</b>
		<b>CONTRACTUAL SERVICES</b>				
001	5401	6010 - Auditing and Accounting	\$2,500.00	\$5,000.00		\$7,500.00
001	5401	6020 - Legal Expenses	\$5,000.00	\$8,000.00		\$13,000.00
001	5401	6110 - Postage	\$0.00	\$14,900.00		\$14,900.00
001	5401	6120 - Automobile Allowance	\$0.00	\$250.00		\$250.00
001	5401	6230 - Printing	\$0.00	\$9,850.00		\$9,850.00
001	5401	6310 - Property Damage Insurance	\$2,000.00	\$13,750.00		\$15,750.00
001	5401	6430 - Telephone & Telegraph	\$4,500.00	\$12,000.00		\$16,500.00
001	5401	6440 - Water	\$225.00	\$225.00		\$450.00
001	5401	6510 - Maint & Repair (Building)	\$0.00			\$0.00
001	5401	6520 - Maint. & Repair (Equipment)	\$4,000.00	\$29,950.00		\$33,950.00
001	5401	6530 - Rent (Auto Equipment)	\$200.00	\$55.00		\$255.00
001	5401	6620 - Rent (Building)	\$140,000.00	\$5,000.00		\$145,000.00
001	5401	6710 - Dues & Memberships	\$250.00	\$500.00		\$750.00
001	5401	6750 - Education Benefits	\$0.00	\$1,200.00		\$1,200.00
001	5401	6790 - Other Contractual Services	\$0.00	\$4,175.00		\$4,175.00
		<b>Total Contractual Services</b>	<b>\$158,675.00</b>			<b>\$263,530.00</b>
		<b>COMMODITIES</b>				
001	5401	7010 - Office Supplies	\$0.00	\$3,250.00		\$3,250.00
001	5401	7020 - Ref. Books, Pub., and Maps	\$0.00	\$100.00		\$100.00
001	5401	7110 - Gasoline	\$0.00	\$400.00		\$400.00
001	5401	7160 - Food	\$0.00	\$600.00		\$600.00
001	5401	7230 - Other Operating Supplies	\$0.00	\$275.00		\$275.00
		<b>Total Commodities</b>	<b>\$0.00</b>			<b>\$4,625.00</b>
		<b>TOTAL</b>	<b>\$894,998.00</b>	<b>\$116,706.00</b>	<b>\$116,706.00</b>	<b>\$894,998.00</b>

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the furnishing of X1 Social Discovery Software licenses for use by the Prosecuting Attorney's Office to X1 Discovery, Inc., of Pasadena, CA, at a cost to the County not to exceed \$2,691.00, as a sole source purchase.

**RESOLUTION NO. 19102**, March 14, 2016

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Prosecuting Attorney recommends the purchase of X1 Social Discovery Software to assist with discovery requests related to social media content from social media networking sites, email, and other web sources, at a cost to the County not to exceed \$2,691.00; and,

WHEREAS, the attached Agreement with X1 Discovery, Inc., for the purchase of this software includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, X1 Discovery, Inc., is the sole provider of the necessary proprietary software; and,

WHEREAS, execution of this Agreement with X1 Discovery, Inc., is in the best interests of

the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Agreement with X1 Discovery, Inc., for the furnishing of X1 Social Discovery Software licenses, and any other documents needed to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
Chief Deputy County Counselor

  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19102 of March 14, 2016, was duly passed on \_\_\_\_\_, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

Abstaining \_\_\_\_\_

Absent \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Jo Spino  
Clerk of Legislature

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.

ACCOUNT NUMBER: 010 4142 56661  
ACCOUNT TITLE: Grant Fund  
2015 JAG Grant  
Software  
NOT TO EXCEED: \$2,691.00

  
Date

  
Director of Finance and Purchasing



QUOTE

Company Address 130 W Union  
Pasadena, CA 91103  
US

Created Date 3/3/2016  
Expiration Date 3/31/2016  
Quote Auto Number Q-1603-102528

Prepared By Jason Kleinberg  
Phone (626) 229-3073  
Email jkleinberg@x1discovery.com

Contact Name Caleb Clifford  
Phone 8165887941  
Email cclifford@jacksongov.org

Bill To Name Jackson County  
Bill To Eastern Jackson County Courthouse  
308 W Kansas  
Independence, MO 64050

Product	Date	List Price	Sales Price	Quantity	Discount	Total Price
X1 Social Discovery Single Annual License	3/3/2016	USD 1,495.00	USD 1,495.00	2.00	10.00%	USD 2,691.00
		Subtotal	USD 2,990.00			
		Total Price	USD 2,691.00			

Training is available for X1 Social Discovery via Digital Shield, Inc. at <http://digitalshield.net/x1discovery.php>.

Initial Term

Support shall include updates, patches and bug fixes made generally available by X1 Discovery to its customers as part of X1 Discovery's maintenance and support services. Support shall be on business days from 9AM - 5PM PST.

For Credit Card Payment (otherwise, an invoice will be issued):

*Purchase Order will be issued.*

Credit Card Type: American Express Visa MasterCard Credit Card Number: \_\_\_\_\_

Credit Card Holder: \_\_\_\_\_ Expiration Date: \_\_\_/\_\_\_/\_\_\_

Please confirm that the billing address above is accurate for this card.

I agree to pay the above charges according to the card issuer's agreement. I understand that my signature on this contract will serve as my authorization on the credit charge slip and as a signature on file for all authorized charges and outstanding balance now and in the future. I understand that using a credit card fraudulently is illegal and charges will be pursued to the full extent of the law.

Signature of Cardholder (if different than the individual below) Name/Title Date

In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree to the terms and conditions set forth in this Order as well as the X1 Discovery Standard Terms and Conditions (together, the "Agreement") at [http://x1discovery.com/eula.html#X1SD\\_EULA](http://x1discovery.com/eula.html#X1SD_EULA)

Licensee

Signature \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_



Unified Search &amp; Discovery for Virtual, Cloud &amp; Physical Enterprises

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## Privacy & Terms

[Website Privacy Policy](#) [API Privacy Policy](#) [Terms of Service](#) [EULA](#) [Submissions](#)

### \* Website Privacy Policy

X1 Discovery, Inc. ("X1") is committed to protecting the privacy of your information. This Privacy Policy describes how we collect, store and use information from and about users of the website you are on now (the "Site") and any services and software products available via the Site ("Services"). This Privacy Policy is subject to the Terms of Service posted on the Site, located at <http://www.x1.com/terms/service.html>, which are incorporated herein by reference. By using our Site or Services, you expressly consent to X1's collection, storage, use and disclosure of your information as described in this Privacy Policy. If you disagree with anything in this privacy policy, you should not use the Site or the Services.

#### INFORMATION COLLECTED

- Automatic Collection:** Like most other websites, we use common internet technologies such as *cookies* and *Web beacons* to keep track of users' interactions with the Site and the Services. This may include your internet protocol (IP) address, Referring website addresses, browser type and access times and mobile carrier or internet access provider.
- Volunteered:** If you register with us, subscribe to or use downloadable software or web-based applications, fill out a profile page, purchase products or services, send us an email, or share personal information with us in any other way, we will collect and store whatever information you share. This obviously depends on what information you choose to provide but it may include your name, email address, credit card information or other billing information. The collection of this information is part of regular business practices and is necessary in order to complete transactions and properly run and administer these services. You do not have to share this information with us, but without it you may not be able to access certain content or features or participate in certain areas of the Site.
- Publicly Posted:** If you post information on public areas of the Site (or elsewhere on the internet) that information may be collected, stored and used by anyone, including us. We strongly recommend that you do not post any information that allows strangers to identify or locate you. Posting such information may result in unsolicited messages or contact from others, to say the least.
- Installation Numbers.** X1 software products may use a system of authentication and identification during installation of the software and on an ongoing basis to confirm that the user of the X1 software products is an authorized licensee. This phone home functionality is used to authenticate the server or device utilizing the X1 Services.
- Support.** X1 Services do not transmit results of any searches conducted by the user back to X1. **To be clear, your case related information or other content is not provided back to X1.** However, if you experience an error, the X1 Services will send log information to X1 for service and support purposes and such log data may include information about a user's profile, computer or device, and search history.
- Credit Card Security.** Providing you with a secure ordering experience is a high priority. When you submit an order through the Site, the order information is encrypted when it is transmitted for credit card processing to X1 (and its credit card services provider). Encryption is a process by which we use software to scramble information in transit. The Site is also registered with site identification authorities to enable your browser to confirm X1's identity before any transmission is sent. The identity of our site is automatically confirmed behind the scenes prior to the transmission of any customer information requested to complete an online order so that your data reaches your intended target. When confirming an order to you by email, we reveal only the last four digits of your credit card numbers. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

#### HOW DO WE USE THE INFORMATION WE COLLECT

We use this information to provide you with better service. It also helps our advertisers and partners provide you with more relevant offers, which in turn helps cover the cost of our services to you. Among other things, the information we collect enables X1 to:

- customize the content you see
- fulfill your requests for products and services and validate your user rights
- improve services
- contact and communicate with you
- conduct research and analysis
- provide anonymous reporting for internal and external clients
- provide you with additional information we think is of interest to you

#### WHEN DO WE SHARE OR DISCLOSE YOUR INFORMATION?

- **Anonymous Information.** Anonymous information is information that does not identify you personally, like your IP address and Referring website addresses. We may share anonymous information with others, such as advertisers, sponsors and business partners.
- **All Information (Both Anonymous and Personally Identifiable).** In certain circumstances, we may share information we have collected, including personally identifiable information. For example:
  - We might share your personally identifiable information during due diligence or in preparation for or after a sale, merger, consolidation, change in control, transfer of substantial assets, reorganization or liquidation.

- If you give us permission, we may share your personally identifiable information with third parties who might send you marketing and promotional information.
- Your personal information may be transferred to anyone who is helping us make the Site and Services available and functional, like technical agents, payment processing vendors, other subcontractors, and our affiliates and consultants.
- As in any transaction, if you provide your credit card information to us for purchases, your credit card company will be provided with all relevant information about us, item(s) purchased, cost and other information necessary to process the transaction.
- We may disclose your personal information if permitted or required by law or is necessary to comply with the law enforcement or in response to a search warrant, subpoena or other legal process or where we believe such action is necessary in order to protect or defend our interests or the interests of our users or business partners.

#### **CHILDREN UNDER 13**

The Site is not intended for children under age 13, or for anyone under age 18 without involvement of a parent or guardian. The Site includes unmonitored content posted by users and sourced from other third parties and as you can imagine, such content may be unsuitable for children. We do not knowingly collect or distribute information from or about children under 13.

#### **THIRD PARTIES**

- Like most other websites, we may engage third parties to directly gather non-personally identifiable information from users of the Site through automated means such as cookies. For example, we may engage a third party to help us track and analyze anonymous information from users who visit the Site or use the Services. This Privacy Policy does not cover how third parties use cookies or other technologies or any information they gather through such technologies.
- We may also engage third party service providers to assist us with advertising in connection to the Site and to facilitate retargeting advertising on other sites after you interact with this Site. Our third party advertising partners will place their cookies on visitors of this Site, but such cookies do not collect personal information such as your name, email address, postal address, or telephone number. If you do not wish to have cookies placed on your computer, you can disable them through the settings of your web browser.
- The Sites and Services may contain links to websites or other properties and content operated by third parties over which X1 has no control. Their privacy policies may be different from our Privacy Policy, and you access such linked websites or third-party content at your own risk.

#### **SECURITY**

Information that X1 collects is stored on servers that X1 manages, using standard security procedures and practices appropriate to the nature of the information. Please be aware that no data transmission over the Internet can be guaranteed to be 100% secure. As a result, X1 cannot guarantee or warrant the security of any information you transmit on or through the Sites or Services and you do so at your own risk.

#### **FOREIGN COUNTRIES**

Your personal information may be transferred to and maintained on servers or databases located outside your state or country or to a jurisdiction where the privacy laws may not be as protective as those in your location. If you are located outside of the United States, please be advised that X1 processes and stores information in the United States and your use of our Site or Services constitutes your consent to and understanding of this processing.

#### **CHANGES TO PRIVACY POLICY**

X1 reserves the right to change this Privacy Policy at any time, and will do so by posting changes to this Privacy Policy on the Site. The new Privacy Policy will apply to all current and past users of the Site and will replace any prior Privacy Policies that are inconsistent.

#### **DISPUTE RESOLUTION**

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and performed in California, excluding the application of the conflict of laws provisions.

#### **CALIFORNIA PRIVACY RIGHTS**

Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice describing what categories of personal customer information we share with third parties or affiliates for those third parties or affiliates' direct marketing purposes. That notice will identify the categories of information shared and will include a list of the third parties and affiliates with which it was shared, along with their names and addresses. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: X1 Discovery, Inc.; Attn: Privacy Policy; 130 West Union Street; Pasadena, CA 91103. In your request, please specify that you want a "California Privacy Rights Notice." Please allow at least thirty days for a response.

#### **CONTACT US**

If you have any questions about this Privacy Policy or X1's privacy practices, please contact us at <http://www.x1.com/contact/>

Or you can contact us by mail at:

X1 Discovery, Inc.  
130 West Union Street  
Pasadena, CA 91103

In addition, if you wish to exclude your personal information from our direct marketing, or if you would like to update or delete your email address, mailing address or other personal information, or otherwise manage communications you receive from X1, please contact us at the above.

#### **Glossary**

- **Cookie** : When you visit the Site or utilize X1 Services, X1's servers send a cookie (a small file with a string of characters) to your computer. Standing alone, cookies do not personally identify you but they recognize your individual web browser. Unless you choose to identify yourself to X1 (through an account or otherwise), you will remain anonymous to us. Most web browsers are initially set up to accept cookies, but you can disable your web browser's ability to accept cookies. However, if you do so, certain features may not work.
- **Web beacon** : A web beacon is an electronic image on a web page that recognizes certain types of information on your computer when you visit that particular web page.



- **IP address** : An Internet Protocol Address is a numerical label that is assigned to each computer on the Internet.
- **Referring website address** : A referring website address identifies the address of the webpage you were on previously, before you came to the Site.
- **Browser** : A browser is a software application used for retrieving, presenting and traversing information resources on the World Wide Web.

REVISED: March 31, 2013

**PRODUCTS**

- X1 Search
- X1 Search Virtual Edition
- X1 Rapid Discovery
- X1 Social Discovery

**PARTNERS**

- Become a Partner
- Partner Application
- Partner Portal Log In

**ABOUT**

- Case Studies
- The X1 Story
- Management Team
- News

**SUPPORT**

- X1 Search
- X1 Professional Client
- X1 Social Discovery

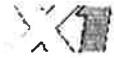
**CONTACT**

- BLOG**
- REQUEST DEMO**
- SITE MAP**



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[Privacy & Terms](#)



Virtual Search & eDiscovery for Virtual, Cloud & Hybrid Environments

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## Privacy & Terms

- Website Privacy Policy
- API Privacy Policy
- Terms of Service
- EULA
- Submissions



### API Privacy Policy

X1 Discovery, Inc. ("X1") respects the privacy of your information. This Privacy Policy describes information about the use of Application Programming Interfaces (APIs) published and provided by social media platforms such as Facebook, Twitter and LinkedIn by the X1 Social Discovery software product (the "Software").

The Software is licensed to end users for its intended purpose to enable compliance with regulatory requirements, corporate policies and legal requirements such as of court discovery rules arising out of pending and potential litigation matters. The Software utilizes APIs made available by social media providers, subject to the terms and conditions provided by those providers for application developers such as X1. Via the APIs, the Software provides its licensed end users with the ability to search and collect all publically available information and information made available by the social media provider. The APIs works within the privacy settings of social networking account holders and accordingly the Software does not search for or access data not authorized by the privacy settings of those account holders. The Software does not collect passwords of social media account holders in any manner and does collect usernames on an automated basis.

The licensed end user of the Software maintains custody and control of all data collected by the Software. X1 does not have access to any data collected and maintained by its end-users, except for very limited information when the licensed end user requests technical support related to error reports and software bug fixes.

#### CHANGES TO PRIVACY POLICY

X1 reserves the right to change this Privacy Policy at any time, and will do so by posting changes to this Privacy Policy on the Site. The new Privacy Policy will apply to all current and past users of the Site and will replace any prior Privacy Policies that are inconsistent.

#### DISPUTE RESOLUTION; INTEGRATION

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and performed in California, excluding the application of the conflict of laws provisions. This Privacy Policy is subject to the Terms of Service posted on the Site, located at <http://www.x1.com/terms/service.html>, which are incorporated herein by reference.

#### CONTACT US

If you have any questions about this Privacy Policy or X1's privacy practices, please contact us at <http://www.x1.com/contact/>

Or you can contact us by mail at:

X1 Discovery, Inc.  
130 West Union Street  
Pasadena, CA 91103

#### SCOPE

This Privacy Policy addresses only the collection of information published and provided by social media platforms through use of those social media providers' APIs by the X1 Social Discovery software product (the "Software"). For information about information collected by X1, please refer to X1's Privacy Policy is located at [http://www.x1.com/terms/website\\_privacy.html](http://www.x1.com/terms/website_privacy.html).

#### PRODUCTS

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- X1 Search Virtual Edition
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- X1 Social Discovery

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- X1 Social Discovery

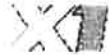
#### CONTACT

- BLOG
- REQUEST DEMO
- SITE MAP



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Privacy & Terms



Unified Search & eDiscovery for Files, Cloud & Hybrid Environments

PRODUCTS SOLUTIONS PARTNERS ABOUT SUPPORT CONTACT BLOG

## Privacy & Terms

Website Privacy Policy API Privacy Policy Terms of Service EULA Submissions

### \* Terms of Service

This is a binding legal contract that applies to anyone who visits the website x1.com ("Site") and/or uses any of our products and services ("Services"). If you do not agree to all of these terms, please do not use the Site or the Services. BY ACCESSING THE SITE OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY THE AGREEMENT, AS DEFINED BELOW.

#### Our Agreement.

In addition to these terms, your agreement with X1 Discovery, Inc. ("X1") also includes the specific additional terms that apply to any Services you use. Throughout the Site and in all of our documentation, whenever we refer to the "Agreement" we mean these terms and the applicable additional terms, which include:

- End User License Agreement:** Use of X1 Search is subject to an End User License Agreement, located here.
- End User License Agreement:** Use of X1 Rapid Discovery is subject to an End User License Agreement, located here.
- End User License Agreement:** Use of X1 Social Discovery is subject to an End User License Agreement, located here.
- Privacy Policy.** Use of our Site and Services is subject to our Privacy Policy, located here.

**Changes.** We are constantly developing our Site and Services. This means that we may change or discontinue either or both without notice or liability to you. In addition, we may change all or part of the Agreement at any time, including these terms. We may make changes by posting the changed terms on the Site. YOUR CONTINUED USE OF THE SITE AND/OR OUR SERVICES WILL CONSTITUTE ACCEPTANCE OF THE CHANGED TERMS.

**Third Party Content and Links.** X1 provides Services that allow you to view content on third party services. X1 is not a content provider and does not control the content or websites of such third party services. You acknowledge and agree that any third-party products or services are not the responsibility of X1 and are subject to the terms of such third-party at its sole discretion. Furthermore, you acknowledge and agree that nothing herein is a grant of license to (i) the third-party products or services; (ii) any products, processes or technology described in or offered by the third-party products or services; or (iii) any copyright, trademark, patent or other intellectual property right in the third-party products or services. We disclaim any responsibility for any harm resulting with respect to viewing or using of any third-party content or third-party products or services.

#### Things You Cannot Do.

1. Give false or misleading information to us or anyone else in connection with your use of the Site or the Services, including giving false information in your account registration. You are entirely responsible for all content that you upload, post or otherwise transmit via the Site.
2. Upload, post or otherwise transmit via the Site any content that: (i) is harmful, obscene, indecent, pornographic, defamatory, racist, violent, offensive, threatening, harassing, or otherwise objectionable to Evolution or other users of the Site; (ii) includes unauthorized disclosure of personal information; (iii) violates or infringes anyone's intellectual property rights; or (iv) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. X1 reserves the right to edit or remove content that violates this Agreement.
3. Do anything that smacks of bad online citizenship, such as use our Services for spam or attempt to reverse engineer or hack into our systems.
4. Access or scrape the Site or the Services by any automated means unless you are a search engine crawling the Site for the sole purpose of creating a publicly accessible search index; or bypass any technical protections or throttling that we institute.
5. Copy, modify, create derivative works from or distribute any content from the Site (whether the content has been posted by us or a third party); copy, display or use our trademarks in any way; or use the Site for any purpose not explicitly authorized in the Agreement.
6. Link to the Site using any HTML techniques that display the Site within a frame, partial window, popup, pop-under, or any other non-standard linking method, or present or redistribute content from the Services, except as provided authorized by X1.
7. Anything we ask you not to do.

**Third Party Applications.** X1 may offer its Services utilizing application program interfaces available from other third party providers ("API"). Such APIs may also offer to display content provided by other third-party products and services (a) through APIs, "feeds" or other mechanisms provided by such third-party products and services, or (b) by accessing your accounts with such third-party products and services as authorized by you during your use of the Services ("User Content"). As to User Content we access through the APIs, you hereby authorize X1 to access your account for the purpose of obtaining and Using such User Content. The use of such APIs made available by third parties is subject to the terms and conditions provided by those providers for application developers such as X1. We make no representations or warranties regarding the performance of such third-party services, their compliance with applicable laws and regulations, or any other aspect of such third-party services. Your use of third-party services is at your own risk. You acknowledge and agree that the third-party services and any related third-party terms of

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REVISED: March 31, 2013

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# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 19102

Sponsor(s): Alfred Jordan

Date: March 14, 2016

SUBJECT	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Authorizing the purchase of two X1 Social Discovery Software licenses for use by the Prosecutor's Office from X1 Discovery, Inc.</u></p>												
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="321 516 1203 890"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2,691.00</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>\$2,691.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number;</td> <td></td> </tr> <tr> <td><b>FROM</b> 010 - Grant Fund; 4142 - 2015 JAG Grant; 56661 - Software</td> <td><b>FROM ACCT</b> \$2,691.00</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>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$2,691.00	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$2,691.00	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number;		<b>FROM</b> 010 - Grant Fund; 4142 - 2015 JAG Grant; 56661 - Software	<b>FROM ACCT</b> \$2,691.00
Amount authorized by this legislation this fiscal year:	\$2,691.00												
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Source of funding (name of fund) and account code number;													
<b>FROM</b> 010 - Grant Fund; 4142 - 2015 JAG Grant; 56661 - Software	<b>FROM ACCT</b> \$2,691.00												
PRIOR LEGISLATION	<p>Prior ordinances and (date): Ordinance 4782 10/15</p> <p>Prior resolutions and (date):</p>												
CONTACT INFORMATION	<p>RLA drafted by (name, title, &amp; phone): Gina Robinson, Chief of Operations 881-3369</p>												
REQUEST SUMMARY	<p>Authorizing the Prosecutor's Office to purchase two X1 Social Discovery license from X1 Discovery, Inc. X1 Social Discovery will help the prosecutor's office effectively address social media content from leading social media networking sites, websites and email when processing discovery requests. Contact information: Jason Kleinberg, Social Discovery &amp; Channel X1 Discovery, Inc., 130 West Union, Pasadena, CA 91103.</p> <p>Funding source is 010-4142-56661.</p>												
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>												
ATTACHMENTS	<p>Quote, License Agreement, Terms of Service, Privacy Policies</p>												

REVIEW	Department Director: <i>Calvin Clifford on behalf of Sam Rife BSA</i>	Date: <i>2/8/16</i>
	Finance (Budget Approval): <i>If applicable</i>	Date: <i>3/8/16</i>
	Division Manager: <i>AS JB</i>	Date: <i>3/10/16</i>
	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 #*4782*
- Funds sufficient for this transfer and 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.

