

NOV 23 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Amy Pardo

TODAY'S DATE: 11/12/2020

DEPARTMENT:

County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD:

Amy Pardo

REQUESTED AGENDA DATE:

November 23, 2020

SPECIFIC AGENDA WORDING: Consideration of renewal of contract with Thomson Reuters for West Complete Library Plan- County Attorney's Office

PERSON(S) TO PRESENT ITEM: Amy Pardo or Bill Moore

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 2 min.

ACTION ITEM: X
WORKSHOP _____

(Anticipated number of minutes needed to discuss item)

CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR: X

PURCHASING DEPARTMENT: X

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR: X

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____



<u>Check West account status below as applicable:</u>		Rep Name & Number <u>Daniel Johnson 6042663</u>		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000198165</u>	Quote # _____	PO # _____	Date <u>11/4/2020</u>	I F N E E D E D
Name/Subscriber <u>Johnson County Attorney</u>		Bill To Acct # <u>1000198165</u>		
Order Confirmation Contact Name <u>Amy Pardo</u>				
E-Mail <u>AmyP@johnsoncountytexas.org</u>				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
Permanent Address Change <input type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>	I F N E E D E D
Name _____ Attn: _____				
Address _____ Suite/Floor _____				
City _____ State _____ County _____ Zip _____				

West Complete Print

Program ID: **WCMP**

Full Svc #	Print Products	List Charges	Other	Monthly Charges
40666420	West Complete			1354.97

See Attachment (988.dot) for print product detail, which is incorporated by reference.

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes Subscriber's ("you" or "I") order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the term of complete calendar months you initial below ("Minimum Term").

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Initial below to select the Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ **60 month Minimum Term.** Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

RA 120 month Minimum Term. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months; Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after 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 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 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.

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

West Complete Print Renewals	
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Sub Matl #	Print Products	Current Monthly Charges *
40666551	West Complete	

Notes:

* I am aware that the 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 and may include products from Attachment (988.dot) which, if applicable, is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initial below to select Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be 8% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 8% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be 5% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 5% over the first 12 months; Monthly Charges for the third 12 months will be 5% over the second 12 months.

_____ **60 month Minimum Term.** Monthly Charges for the first 12 months will be 3% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 months will be 3% over the second 12 months; Monthly Charges for the fourth 12 months will be 3% over the third 12 months; Monthly Charges for the fifth 12 months will be 3% over the fourth 12 months.

_____ **120 month Minimum Term.** Monthly Charges for the first 12 months will be 1% over the Monthly Charges in effect the month before the Renewal Term starts. Monthly Charges for the second 12 months will be 1% over the first 12 months; Monthly Charges for the third 12 months will be 1% over the second 12 months; Monthly Charges for the fourth 12 months will be 1% over the third 12 months; Monthly Charges for the fifth 12 months will be 1% over the fourth 12 months; Monthly Charges for the sixth 12 months will be 1% over the fifth 12 months; Monthly Charges for the seventh 12 months will be 1% over the sixth 12 months; Monthly Charges for the eighth 12 months will be 1% over the seventh 12 months; Monthly Charges for the ninth 12 months will be 1% over the eighth 12 months Monthly Charges for the tenth 12 months will be 1% over the ninth 12 months.

_____ **Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Renewal 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 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 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.

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

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

Miscellaneous	
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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. Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

3. 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.

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 product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor 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 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 rates.

7. **Applicable Law.** 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 non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. 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. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

9. **Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at legalsolutions.com/ThomsonReuters-General-Terms-Conditions.pdf. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

10. **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 legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PST.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.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

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

Printed Name Roger Harmon

Title County Judge

Date 11-23-2020

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.

West Order Form Attachment
 West Complete Additional Components
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000198165	Account Name	JOHNSON COUNTY ATTORNE
Sub/Full Svc #	Print Products	Quantity	New or Existing
13504165	TX TRIAL HNDBK SUB	1	Existing
13510726	TX PENAL CODE ANNO SUB	2	Existing
14690159	TX ENVIR LAWS ANNO PAM SUB	1	Existing
14690159	TX ENVIR LAWS ANNO PAM SUB	1	Existing
14691813	TX ESTATE CODE ANNO SUB	1	Existing
14691813	TX ESTATE CODE ANNO SUB	1	Existing
14850571	TX FAMILY CODE ANNO SUB	2	Existing
14850571	TX FAMILY CODE ANNO SUB	6	Existing
14850571	TX FAMILY CODE ANNO SUB	1	Existing
14926063	TX RULES APPELLATE PROC ANNO CARLSON SUB	1	Existing
15347784	TX CR STATE V1 SUB	6	Existing
17408489	TX CASES 3D SUB	1	Existing
17833333	TX CR S/F V1-2 SUB	1	Existing
21013595	TX PENAL CODE PAM SUB	3	Existing
21013595	TX PENAL CODE PAM SUB	10	Existing
21013595	TX PENAL CODE PAM SUB	1	Existing
21014966	TX CRIM PROC CODE & RULES PAM SUB	4	Existing
21044954	TX VERN STAT SUB	1	Existing
21056626	TX PR V35-36A COUNTY & DIST LAW SUB	2	Existing
21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1	Existing
21085979	TX VERN RULES ANNO CIV SUB	1	Existing
40048881	TX CRIM & MOTOR VEHICLE CODE SUB	4	Existing
40048881	TX CRIM & MOTOR VEHICLE CODE SUB	1	Existing

West Order Form Attachment
West Complete Additional Components
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



This Attachment is incorporated by reference into and made a part of the underlying Order Form.

Account #	1000198165	Account Name	JOHNSON COUNTY ATTORNE
Sub/Full Svc #	Print Products	Quantity	New or Existing
	These are titles and quantity to be lapsed:		
21007609	TX FAMILY CODE PAM SUB	3	Lapse
21007609	TX FAMILY CODE PAM SUB	3	Lapse
21014966	TX CRIM PROC CODE & RULES PAM SUB	2	Lapse
21014966	TX CRIM PROC CODE & RULES PAM SUB	3	Lapse
21025372	TX LEGAL UPDT SUB	1	Lapse
21064335	TX ESTATE CODE PAM SUB	1	Lapse
40048881	TX CRIM & MOTOR VEHICLE CODE SUB	2	Lapse



**Addendum to Order Form
For West Complete and Assured Print Pricing Orders**

Subscriber: Johnson County Attorney

Account #: 1000198165

For the product(s) listed below, the language on the Order Form pertaining to the end of the Minimum Term and/or Renewal Term will not be applicable to you and is replaced with the following:

Your subscription will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Applicable Product(s): West Complete Library

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

Subscriber

Signed 

Name (please print) Roger Harman

Title County Judge

Date 11-23-2020

For Internal Office Use Only
No Cust Initial req on Post Min Term
Chk Addend Sign
Chk OutCl Box per sub