## REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Ralph McBroom TODAY'S DATE: May 16, 2022

**DEPARTMENT:** Purchasing

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: May 23, 2022

SPECIFIC AGENDA WORDING: Consider approval of Thomson Reuters Order Form Order ID Q-01221962 with Library Patron Access in the Law Library.

PERSON(S) TO PRESENT ITEM: Ralph McBroom

SUPPORT MATERIAL: See attachment

TIME: 5 min

ACTION ITEM: X
WORKSHOP
CONSENT:
EXECUTIVE:

**STAFF NOTICE:** 

COUNTY ATTORNEY: X

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS: OTHER: Law Library

\*\*\*\*\*\*\*\*This Section to be completed by County Judge's Office\*\*\*\*\*\*\*

**COMMISSIONERS COURT** 

ASSIGNED AGENDA DATE:

MAY 2 3 2022

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE

COURT MEMBER APPROVAL

Approved



### **Order Form**

Order ID: Q-01221962

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

Sold To Account Address Account #: 1000347932 JOHNSON COUNTY LAW LIBRARY MICHELLE SCOGIN 204 S BUFFALO AVE 3F CLEBURNE TX 76033-5404 US

"Customer"

Shipping Address

Account #: 1000347932 JOHNSON COUNTY LAW LIBRARY MICHELLE SCOGIN 204 S BUFFALO AVE 3F CLEBURNE TX 76033-5404 US Billing Address

Account #: 1000347932 JOHNSON COUNTY LAW LIBRARY MICHELLE SCOGIN 204 S BUFFALO AVE 3F CLEBURNE, TX 76033-5404

US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <a href="https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf">https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf</a> 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.

#### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$649.00	36

#### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

#### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### Miscellaneous

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 Customer, United States federal law will apply and any claim may be brought in any federal court.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <a href="http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf">http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</a> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

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 <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf</a>. 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
- 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

#### Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01221962  Signature of Authorized Representative for order	County Judge
Printed Name Harmon	5-23-22 Date

This Order Form will expire and will not be accepted after 6/19/2022.

Authorized West Publishing Representative

Signature: Charles W Holmsten

Printed Name: Chuck Holmsten

Title: Senior SCM Consultant

Date: 5/16/2022



# Attachment

Order ID: Q-01221962

Contact your representative cody.miller@thomsonreuters.comwith any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account Account Number: 1000347932

This order is made pursuant to: Texas MSA Contract No.

DIR-LGL-CALIR-02: Internal use only (TXMS)

Order Confirmation Contact (#28) Contact Name: Hewlett, Sydney

Email: shewlett@johnsoncountytx.org

eBilling Contact

Contact Name Sydney Hewlett

Email shewlett@johnsoncountytx.org

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details				
Account Number	Account Name	Account Address	Action	
1000347932	JOHNSON COUNTY LAW LIBRARY	204 S BUFFALO AVE 3F CLEBURNE TX 76033-5404 US	New	

ProFlex Product Details				
Quantity	Unit	Service Material #	Description	
1	Each	40757482	West Proflex	
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPROTM)	
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPROTM)	

Account Contacts					
Account Contact	Account Contact	Account Contact	Account Contact		
First Name	Last Name	Email Address	Customer Type Description		
Sydney	Hewlett	shewlett@johnsoncountytx.org	EML PSWD CONTACT		
Sydney	Hewlett	shewlett@johnsoncountytx.org	PATRON ACC TECH CONT		

 IP Address Information

 From IP Address
 To IP Address
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Charges During Minimum Term Monthly Monthly Monthly Monthly Monthly Material Product % incr % incr % incr % incr Year 1 Year 2 Year 3 Year 4 Year 5 # Name Yr 1-2\* Yr 2-3\* Yr 3 4\* Yr 4-5\* Charges Charges Charges Charges Charges West 40757482 \$648.99 3.00 \$668.47 \$688.52 3.00 N/A \$N/A N/A \$N/A Proflex

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.