RESOLUTION - ACTION REQUESTED 2016-74

MEETING: February 16, 2016

TO: The Board of Supervisors

FROM: Thomas Cooke, District Attorney

RE: Three (3) Year Subscription Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a Three (3) Year Subscription Agreement with Thomson Reuters for Internet Legal Research (Westlaw Next) for the period of April 1, 2016, through March 31, 2019, and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved Legal Research agreements with LexisNexis, which is available to the District Attorney’s (DA) Office and to County Counsel. The current three (3) year contract with LexisNexis expires on March 31, 2016.

The DA’s Office is contracting with Thomson Reuters instead of LexisNexis as Westlaw Next can be intergraded into the DA’s case management system Prosecutor by Karpel (PbK).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The above-recommended action is fully funded within the District Attorney’s and County Counsel budgets.

FINANCIAL IMPACT:
$5,582- per year (currently budgeted within the District Attorney’s and County Counsel budgets)

ATTACHMENTS:
Westlaw Next Contract  (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
Order ID: 759626

**Subscriber Information**

<table>
<thead>
<tr>
<th>Account Address:</th>
<th>Shipping Address:</th>
<th>Billing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account #: 1000631873 MARIPOSA COUNTY DISTRICT ATTORNEY PO Box 730 MARIPOSA, CA 95338 US 209-966-3626</td>
<td>Account #: 1000631873 MARIPOSA COUNTY DISTRICT ATTORNEY PO Box 730 MARIPOSA, CA 95338 US 209-966-3626</td>
<td>Account #: 1000631873 MARIPOSA COUNTY DISTRICT ATTORNEY PO Box 730 MARIPOSA, CA 95338 US 209-966-3626</td>
</tr>
</tbody>
</table>

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

**Online/Practice Solutions/Software and Print/ProView eBooks Programs**

<table>
<thead>
<tr>
<th>Svc Mat #</th>
<th>Product</th>
<th>Qty</th>
<th>Unit</th>
<th>Minimum Term (Months)</th>
<th>Term Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>40988733</td>
<td>Government Select Level 1 States (WestlawNext™) (Banded)</td>
<td>5</td>
<td>Atty(s) 10 Pswrds</td>
<td>36</td>
<td>Year2-2% Year3-2%</td>
</tr>
</tbody>
</table>

**Print/ProView eBooks Programs**

<table>
<thead>
<tr>
<th>Svc Mat #</th>
<th>Product</th>
<th>Qty</th>
<th>Unit</th>
<th>Minimum Term (Months)</th>
<th>Term Increases</th>
</tr>
</thead>
<tbody>
<tr>
<td>40666420</td>
<td>West Complete Library</td>
<td>1</td>
<td>Package</td>
<td>36</td>
<td>Year2-5% Year3-5%</td>
</tr>
</tbody>
</table>

**Subscription Services for Print/ProView eBook Programs**

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

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

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

**Minimum Terms**

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.
For Online/Practice Solutions/Software: 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% increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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.

Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. 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.

| Order charges for print/eBook products not on subscription: | N/A |
| Initial order charges for print/eBooks products with updates billed upon shipment: | N/A |
| Initial Monthly Charges for Products under 36 month Minimum Term: | $473.50 |
| Estimated total Monthly Charges for the initial 12 months: | $51.50 |

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year’s Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

**Miscellaneous**

**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.

**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.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card or debit and 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.

**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, TRES and Serengeti charges are not refundable. Please see [http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf](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.

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

**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-a-westlaw.pdf](http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf) and [http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf](http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf). Excluded Charges may change after 30 days written or online notice.

**The General Terms and Conditions, located at [http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf](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 of a conflict 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.**
Banded Products Subscriptions The number of 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 ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

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.lisolutions.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 Libraries / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

Additional Bridge Terms

1. You will receive access to the West product(s) designated above for the Bridge Monthly Charges shown below beginning on the effective date of this Order Form and continuing for a "Bridge Period" of one (1) complete calendar month for 40988733 at $0.00. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the Order Form.

2. All other terms and conditions of the Order Form remain unchanged.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 759626

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Three (3) year Subscription for the period of April 1, 2016, through March 31, 2019.

District Attorney

Signature of Authorized Representative for order

THOMAS K. COOKE

Printed Name

District Attorney

February 5, 2016

Date

© 2016 West, a Thomson Reuters business. All rights reserved.

County of Mariposa:

John C. Carr, Chair

Board of Supervisors

Approved as to Form:

STEVEN DAHLEM, County Counsel
**Order ID: 759626**

**Payment and Shipping Information**

Payment Method: WestAccount  
Account Number: 1000631873

Shipping Information:  
Shipping Method: Ground Shipping - U.S. Only

**Additional Information**

Created By: 0153752  
Order Source: 27  
Revenue Channel: 01  
Order Date: 2/5/2016 10:49:53 AM  
P.O. Number:  
Additional Data B: 5

---

**Product and User Details**

**Banded Products for all users below**

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Banded</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>40988733 Government Select Level 1 States (WestlawNext™)</td>
<td>Banded</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>User</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betty Oliver</td>
<td>Non-Attorney</td>
<td><a href="mailto:boliver@mariposacounty.org">boliver@mariposacounty.org</a></td>
</tr>
</tbody>
</table>

---

**West Complete Products**

<table>
<thead>
<tr>
<th>Material #</th>
<th>Products</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>16282717</td>
<td>CA DESKTOP EVIDENCE CODE SUB</td>
<td>1</td>
</tr>
<tr>
<td>16282717</td>
<td>CA DESKTOP EVIDENCE CODE SUB</td>
<td>2</td>
</tr>
<tr>
<td>40452498</td>
<td>CA JURY INSTRUCTIONS CA CRIMINAL SUB</td>
<td>1</td>
</tr>
<tr>
<td>16282725</td>
<td>CA DESKTOP PENAL CODE SUB</td>
<td>2</td>
</tr>
<tr>
<td>16282725</td>
<td>CA DESKTOP PENAL CODE SUB</td>
<td>7</td>
</tr>
<tr>
<td>40452498</td>
<td>California Jury Instructions—Criminal (CALCRIM)</td>
<td>0</td>
</tr>
</tbody>
</table>

---

**CustomPro Product Details**

<table>
<thead>
<tr>
<th>Material ID</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>40982444</td>
<td>Primary Law with KeyCite®: All — California (WestlawNext™)</td>
</tr>
<tr>
<td>40983340</td>
<td>Appellate Court Briefs — California (WestlawNext™)</td>
</tr>
<tr>
<td>40980477</td>
<td>California Analytical Library (WestlawNext™)</td>
</tr>
<tr>
<td>41134276</td>
<td>Drafting Assistant Litigation with Case Notebook Research Only</td>
</tr>
<tr>
<td>40982364</td>
<td>Federal Materials — California (WestlawNext™)</td>
</tr>
</tbody>
</table>

---

**Order Contact Information**

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Email Address</th>
<th>Contact Description</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betty</td>
<td>Oliver</td>
<td><a href="mailto:boliver@mariposacounty.org">boliver@mariposacounty.org</a></td>
<td>Order Confirmation Contact</td>
<td>28</td>
</tr>
<tr>
<td>Betty</td>
<td>Oliver</td>
<td><a href="mailto:boliver@mariposacounty.org">boliver@mariposacounty.org</a></td>
<td>Primary Password Contact</td>
<td>24</td>
</tr>
<tr>
<td>Betty</td>
<td>Oliver</td>
<td><a href="mailto:boliver@mariposacounty.org">boliver@mariposacounty.org</a></td>
<td>Quickview Contact</td>
<td>Quickview</td>
</tr>
<tr>
<td>Betty</td>
<td>Oliver</td>
<td><a href="mailto:boliver@mariposacounty.org">boliver@mariposacounty.org</a></td>
<td>LVN/CNB/CLX/DA Tech Contact</td>
<td>03</td>
</tr>
</tbody>
</table>
Government Accounts Only

Addendum to West Order Notification

Subscriber: MARIPOSA COUNTY
Account #: 1000631873

Date of Order Form: April 1, 2016

The parties agree to modify the Order Notification and the underlying General Terms and Conditions (collectively "the Agreement"), as follows:

Non-Availability of Funds. You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

All terms used in this Addendum have the same meanings as in the Agreement. If there is a conflict between the Agreement and this Addendum, this Addendum controls. All other terms and conditions of the Agreement remain unchanged.

West, a Thomson Reuters business

Accepted by: [Signature]
Title: [Title]
Date: [Date]

Subscriber
I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber:

Signed: [Signature]
Name (please print): [Name]
Title: [Title]
Date: [Date]