RESOLUTION - ACTION REQUESTED 2017-92

MEETING: February 28, 2017

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Resolution Authorizing County Counsel to Enter into 3-Year Agreement with Westlaw

RECOMMENDATION AND JUSTIFICATION:
Approve a 3-Year Agreement with Westlaw to Provide Access to On-Line Legal Research; and Authorize the Board of Supervisors Chair to Sign the Agreement.

If this Agreement is approved in February Westlaw has an introductory offer of four months of payment-free service, beginning in March, to allow users the opportunity to familiarize and train on the new research capabilities.

This Agreement will allow County Counsel to eliminate several legal book subscriptions and access the same information on-line.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
$395/month

ATTACHMENTS:
Westlaw Agreement (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Dallin Kimble
Dallin Kimble, Interim CAO 2/23/2017
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Miles Menetrey, Rosemarie Smallcombe, Merlin Jones, Marshall Long
EXCUSED: Kevin Cann
# Order Form

Contact your representative ryan.galvin@thomsonreuters.com with any questions. Thank you.

**Order ID:** 870186

## Subscriber Information

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<tr>
<th>Account Address:</th>
<th>Shipping Address:</th>
<th>Billing Address:</th>
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<tr>
<td>MARIPOSA COUNTY COUNSEL</td>
<td>MARIPOSA COUNTY COUNSEL</td>
<td>MARIPOSA COUNTY COUNSEL</td>
</tr>
<tr>
<td>PO Box 189</td>
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<tr>
<td>MARIPOSA, CA 95338</td>
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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 "it".

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

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<th>Svc Mat #</th>
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<th>Unit</th>
<th>Minimum Term (Months)</th>
<th>Term and Increase</th>
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<tr>
<td>41940140</td>
<td>Government Plan (Westlaw PRO™) (Banded)</td>
<td>1</td>
<td>Atty(s)</td>
<td>36</td>
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### 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.

During my subscription terms, I am 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.

## Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. 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: $395.00
Estimated total Monthly Charges for the initial 12 months: $395.00

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.

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, TREVES 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.

The General Terms and Conditions, apply to all products ordered, except print and is located at [http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf](http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf). The General Terms and Conditions for Federal Subscribers, is located at [http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf](http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf). 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.

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](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.

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

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

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.
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 three (3) complete calendar months for 41940140 at $0.00. The Bridge period(s) will not apply to any CLEAR transactional product. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the above.

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

**Additional Contract Information**

**Non Availability of Funds Addendum to Order Form for Online, CD-ROM, Practice Solutions and Software Orders- Government Accounts**

You may cancel with 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 communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

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

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

**Signature for Order ID: 870186**

**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.

**Signature of Authorized Representative for order**

Marshall Long

**Printed Name**

**Title**

Board Chair

**Date**

2/28/17

**APPROVED AS TO FORM:**

STEVEN W. DAHLEM
COUNTY COUNSEL

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**THOMSON REUTERS**

**Attachment**

Contact your representative ryan.galvin@thomsonreuters.com with any questions. Thank you.

**Order ID: 870186**

**Payment and Shipping Information**

Payment Method: WestAccount
Account Number: 1000105457

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

**Additional Information**

Created By: 0153752
Order Source: 27
Revenue Channel: 01
Order Date: 2/10/2017 9:51:56 AM
P.O. Number:
Additional Data B: 1
Product and User Details

Banded Products for all users below

41940140 Government Plan (Westlaw PRO™) (Banded)

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<tr>
<td>Steve Dahlem</td>
<td>Attorney</td>
<td><a href="mailto:sdahlem@mariposacounty.org">sdahlem@mariposacounty.org</a></td>
</tr>
<tr>
<td>Rhonda Scherf</td>
<td>Non-Attorney</td>
<td><a href="mailto:rscherf@mariposacounty.org">rscherf@mariposacounty.org</a></td>
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CustomPro Product Details

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Order Contact Information

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<td>Rhonda</td>
<td>Scherf</td>
<td><a href="mailto:rscherf@mariposacounty.org">rscherf@mariposacounty.org</a></td>
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<td>Rhonda</td>
<td>Scherf</td>
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<td>Rhonda</td>
<td>Scherf</td>
<td><a href="mailto:rscherf@mariposacounty.org">rscherf@mariposacounty.org</a></td>
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Additional Contract Information included on Order. See below.

Exception Approval Code: E562549

Worksheet Custom Pro: https://ordermation.west.thomson.com/esigs/of.aspx?
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