



# MARIPOSA COUNTY

Victim Witness • 209 966 3626



## RESOLUTION - ACTION REQUESTED 2018-185

MEETING: April 24, 2018  
TO: The Board of Supervisors  
FROM: Thomas Cooke, District Attorney  
RE: Three (3) Year Subscription Agreement

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### RECOMMENDATION AND JUSTIFICATION:

Approve a Three (3) Year Subscription Agreement with Thomson Reuters for Internet Legal Research (Westlaw Proflex) for the period of June 1, 2018, through June 30, 2021, and Authorize the Board of Supervisors Chair to Sign the Agreement.

The current three (3) year contract with Thomason Reuters (Westlaw Next) expires on March 31, 2019; however, Thomason Rueters has improved the existing software and has renamed the program as Westlaw Proflex. By signing the new software contract and voiding the existing contract, our office will save approximately \$1,500. If we choose to wait until renewal in March of 2019, our monthly fee will increase by approximately \$170.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved Legal Research agreements with Thomson Reuters (Westlaw Next), which is available to the District Attorney's (DA) Office.

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. If the board choses not to approve the subscription agreement at this time, there will be a negative financial impact on the District Attorney's 2018-2019 budget of approximately \$2,000.

### FINANCIAL IMPACT:

**\$6,457- per year (currently budgeted within the District Attorney's and County Counsel budgets)**

### ATTACHMENTS:

**Westlaw Proflex Contract 2018-2021 (PDF)**

## Resolution - Action Requested 2018-185

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]

**MOVER:** Merlin Jones, District II Supervisor

**SECONDER:** Kevin Cann, District IV Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey



THOMSON REUTERS

# Order Form

# Order ID: Q-00195486

Contact your representative [molly.schuetzle@thomsonreuters.com](mailto:molly.schuetzle@thomsonreuters.com) with any questions. Thank you.

### Account Address

Account #: 1000631873  
MARIPOSA COUNTY  
DISTRICT ATTORNEY  
PO Box 730

MARIPOSA  
CA, 95338-0730  
US

### Shipping Address

Account #: 1000631873  
MARIPOSA COUNTY  
DISTRICT ATTORNEY  
PO Box 730

MARIPOSA  
CA, 95338-0730  
US

### Billing Address

Account #: 1000631873  
MARIPOSA COUNTY  
DISTRICT ATTORNEY  
PO Box 730

MARIPOSA  
CA, 95338-0730  
US

RES. NO. 18-185

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", or "I". Subscription terms, if any, follow the ordering grids below.

### ProFlex Products

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$538.05	36	3%

### Minimum Terms

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post Minimum Terms

**For Online/Practice Solutions/Software /ProFlex Products:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online 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.

**Automatic Renewal Term for Window Products.** 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 our then-current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. 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 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.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**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

**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, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**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. 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 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.

**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.

**Excluded Charges.** If you access 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 at the links below. Excluded Charges may change after at least 30 days written or online notice.

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

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**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>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. 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.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. 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

**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.

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

## Additional Order Form Terms and Conditions

### 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**

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 the Subscriber.

  
Signature of Authorized Representative for order

Board Chair  
Title

Rosemarie Smallcombe  
Printed Name

4/24/18  
Date

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This Order Form will expire and will not be accepted after 6/11/2018.

**APPROVED AS TO FORM:**

  
**STEVEN W. DAHLEM**  
**COUNTY COUNSEL**



THOMSON REUTERS

# Attachment

# Order ID: Q-00195486

Contact your representative [molly.schuetzle@thomsonreuters.com](mailto:molly.schuetzle@thomsonreuters.com) with any questions. Thank you.

Order ID: Q-00195486

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000631873

**Order Confirmation Contact (#28)**

Contact Name: Windy Gonzalez  
Email: [wgonzalez@mariposacounty.org](mailto:wgonzalez@mariposacounty.org)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**eBilling Contact**

Contact Name WINDY GONZALEZ  
Email [wgonzalez@mariposacounty.org](mailto:wgonzalez@mariposacounty.org)

#### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000631873	MARIPOSA COUNTY	MARIPOSA CA, 95338-0730	New

#### ProFlex Product Details

Quantity	Unit	Service Material #	Description
5	Attorneys	42077751	Gvt National Primary Core
5	Attorneys	42077868	Gvt State Analytical
5	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PRO™)
5	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)

#### Online Contact Information

User	Email Address	Contact Description
WINDY GONZALEZ	<a href="mailto:wgonzalez@mariposacounty.org">wgonzalez@mariposacounty.org</a>	EML PSWD CONTACT

#### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40988733	Government Select Level 1 States (WestlawNext™)