

Commissioners Court Meeting**Meeting Date:** 05/08/2017

Thomson Reuters-MIS

Submitted for: Erika Bueno**Submitted By:** Erika Bueno**Department:** County Attorney

Subject:

Discussion and possible action to amend the Thirty Six (36) month (July 11, 2016 through July10, 2019) Software Subscription Agreement between Thomson Reuters and Webb County for the Webb County Management Information Technology Department for Online/Practice Solutions/Software (WestlawNext) that was approved by the court on July 11, 2016 at a total cost of Three Thousand Nine Hundred Sixty Seven Dollars and Forty Nine Cents (\$4,433.95). An additional user was needed for the newly appointed Judge Victor Villarreal of County Court at Law II. The yearly subscription over the term of the agreement will now be at a cost of Four Thousand Six Hundred Fifty Four Dollars and Fifty-Four Cents (\$4,654.54), subject to annual budget appropriating and authorizing the County Judge to sign and execute all relevant documents. **[Requested by Rafael Pena, Director, Information Technology Department; Account #001-0500-6010]**

Background:

N/A

Previous Court Action:

Fiscal Impact**Budget Account Number:** 001-0500-6010**Funding Source:** N/A**Balance:** N/A**Financial Impact:**

N/A

AttachmentsThomson Reuters-MIS



THOMSON REUTERS™

Order Form

Order ID: Q-00025816

Contact your representative dan.ramirez@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000448809
WEBB COUNTY MIS-COMPUTER DEPT
WESTLAW ONLINE
1110 WASHINGTON ST STE 304
LAREDO
TX, 78040-4471
US

Shipping Address

Account #: 1000448809
WEBB COUNTY MIS-COMPUTER DEPT
WESTLAW ONLINE
1110 WASHINGTON ST STE 304
LAREDO
TX, 78040-4471
US

Billing Address

Account #: 1000448809
WEBB COUNTY MIS-COMPUTER DEPT
WESTLAW ONLINE
1110 WASHINGTON ST STE 304
LAREDO
TX, 78040-4471
US

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.

Policy Terms See Attachment for Details

Service Material	Product	Quantity	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	1	\$4,654.54	36	5%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and 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

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 NON-ProFlex Online/Practice Solutions/Software 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 retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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

Post Minimum Term 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/sch-a-caselogistix.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 pay 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



Title

TANO E. TIJERINA

Printed Name

May 11, 2017

Date

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This Order Form will expire and will not be accepted after 6/25/2017.



THOMSON REUTERS™

Attachment

Contact your representative dan.ramirez@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00025816

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000448809

PO Number:

SA ID:

GSA Funding:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Tano Tijerina

Email: ebueno@webbcountytx.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000448809	WEBB COUNTY MIS-COMPUTER DEPT	1110 WASHINGTON ST STE 304 LAREDO TX, 78040-4471	New

ProFlex Product Details			
Unit will refer to Number of Concurrent Users vs. Allys when ordering a Patron Access Product			
Quantity	Unit*	Service Material #	Description
75	Attorneys	41933476	National Core For Government (Westlaw PRO™)
75	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
75	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
75	Attorneys	41931317	Analytical Premier For Government (Westlaw PRO™)

Online Contact Information			
User		Email Address	Contact Description
Tano	Tijerina	ebueno@webbcountytx.gov	EML PSWD CONTACT

IP Address					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address