

MARIPOSA COUNTY

County Counsel • (209) 966-3222



RESOLUTION - ACTION REQUESTED 2019-468

MEETING: August 13, 2019
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: Ratify Amendment to Agreement with Thomas Reuters for West Proflex

RECOMMENDATION AND JUSTIFICATION:

Ratify Signature on Amendment 1 of Agreement Between Mariposa County and Thomas Reuters for West Proflex Which Provides the County Counsel Office with the Ability to Perform Legal Research Digitally.

The County Counsel Office currently has an agreement with Thomas Reuters for this service. However, with the addition of staff the office needed to add two users at an additional cost of \$4,305 per year for two years. This cost is still substantially cheaper than maintaining a physical law library

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County Counsel Office switched from maintaining a physical law library to a digital law library in the Spring of 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:

Budgeted

ATTACHMENTS:

Proflex Agt (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey



Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you!

Account Address

Account #: 1000105457
MARIPOSA COUNTY COUNSEL
RHONDA SCHERF
PO BOX 189
MARIPOSA CA 95338-0189 US

Shipping Address

Account #: 1000105457
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RHONDA SCHERF
PO Box 189
MARIPOSA CA 95338-0189 US

Billing Address

Account #: 1000105457
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MARIPOSA, CA 95338-0189 US

(Amendment #1)

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

Table with 5 columns: Service Material, Product, Monthly Charges, Minimum Term (Months), Year Over Year Increase During Minimum Term. Row 1: 40757482, WEST PROFLEX, \$764.64, 24, 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.

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.

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: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days 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.

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.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account.

payments.

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, Peer Monitor, and Data Privacy Advisor 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. 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-government entity, 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 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>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-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 <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.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
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- 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 60 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-00521672


Signature of Authorized Representative for order

Steven W. Dahlem
Printed Name

County Counsel
Title

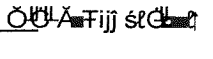
7-2-19
Date



THOMSON REUTERS

Attachment

Order ID: Q-005210 / 2

Contact your representative michael.t.johnson@thomsonreuters.com 

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000105457

Order Confirmation Contact (#28)

Contact Name: RHONDA SCHERF
Email: rscherf@mariposacounty.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000105457	MARIPOSA COUNTY COUNSEL	MARIPOSA CA 95338-0189 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
2	Attorneys	42077751	Gvt - National Primary Core
2	Attorneys	42077868	Gvt - State Analytical
2	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
RHONDA	SCHERF	rscherf@mariposacounty.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42076680	Gvt - National Primary Core
42077867	Gvt - State Analytical
41933493	GVT Practical Law For Government (Westlaw PRO™)
40757481	West Proflex