

CONTRACT ROUTING SHEET

Date Prepared: 5/5/16

Need Date: 5/13/16

PROCESSING DEPARTMENT:

Department: COUNTY COUNSEL

Dept. Contact: MOLLY JOHNSTON

Phone #: 5781

Department: _____

Head Signature: 

CONTRACTOR:

Name: WEST, A Thomson Reuters Business

Address: 610 Opperman Drive

P.O. BOX 64833

EAGAN, MN 55123-1803

Phone: (800) 328-4880

CONTRACTING DEPARTMENT: COUNTY COUNSEL

Service Requested: On-line legal publications

Contract Term: 7/1/2016-6/30/2019 Contract Value: \$100,760

Compliance with Human Resources requirements? Yes: X No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 5/12/16 By: D. Livingston 

Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: 5-18-16 By: 

Approved: _____ Disapproved: _____ Date: _____ By: EUC HR/RISK

NOTHING FOR RISK
NOT IN EBIX

16 MAY 19 PM 01:37

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNTY COUNSEL
MICHAEL J. CICOZZI

CHIEF ASS'T. COUNTY COUNSEL

PRINCIPAL ASS'T. COUNTY COUNSEL
JUDITH M. KERR

SR. DEPUTY COUNTY COUNSEL
PAULA F. FRANTZ
DAVID A. LIVINGSTON

EL DORADO COUNTY
OFFICE OF
THE COUNTY COUNSEL



COUNTY GOVERNMENT
CENTER
330 FAIR LANE
PLACERVILLE, CA
95667
(530) 621-5770
FAX# (530) 621-2937

DEPUTY COUNTY COUNSEL
LESLEY B. GOMES
KATHLEEN A. MARKHAM
JANETH D. SANPEDRO
ABIGAIL L. ROSEMAN
LAUREN C. BOWERS
JOMO K. STEWART

May 13, 2016

Board of Supervisors
County of El Dorado
330 Fair Lane
Placerville, CA 95667

RE: Agreement 059-01711 with West, A Thomson Reuters Business for On-Line Legal Publications/Research

Honorable Supervisors:

Recommendation:

County Counsel recommends that the Board of Supervisors approve the submitted agreement for on-line legal publications/research with West, A Thomson Reuters Business, in an amount not to exceed \$100,760.

Reason for Recommendation:

West provides on-line legal data bases which contain a variety of legal publications, treatises, legal resources and case law. County Counsel has been using comparable services either through West or Lexis Nexis since the late 1980's. This agreement is a three year term which will realize the greatest long term savings in both on-line research and print publications. With the three year agreement West will reduce the monthly fee by 17%, for a savings of \$546 per month, as indicated in the agreement in addition to reducing much of our print publications by 48%, for a savings of \$13,658 per year.

We are requesting that the Chairperson ratify the signature on the agreement of Michael J. Ciccozzi which indicates acceptance to the specifics and usage terms of this agreement.

This agreement contains a fiscal out clause with 30 days written notice.

Fiscal Impact:

Fiscal year cost of Agreement is \$31,961.64 for fiscal year 16/17 with a 5% increase to be incurred in fiscal years 17/18 and 18/19.

Actions to be Taken After Board Approval:

Chairperson of the Board to sign the agreement with West, ratify Michael J. Ciccozzi's signature on said agreement and forward to County Counsel for processing.

Sincerely,



MICHAEL J. CICOZZI
County Counsel

MJC:mdj
Attachments

Agmt 059-01711



Order Form

Contact your representative todd.henderson@thomsonreuters.com with any questions. Thank you.

Order ID: **783449**

Subscriber Information

Account Address:

Account #: 1000630612
 EL DORADO COUNTY COUNSEL
 MICHAEL J CICCOZZI
 330 FAIR LN
 PLACERVILLE, CA 95667
 US
 (530) 621-5770

Shipping Address:

Account #: 1000630612
 MICHAEL J CICCOZZI
 330 FAIR LN
 PLACERVILLE, CA 95667
 US
 (530) 621-5770

Billing Address:

Account #: 1000630612
 EL DORADO COUNTY COUNSEL
 MICHAEL J CICCOZZI
 330 FAIR LN
 PLACERVILLE, CA 95667
 US
 (530) 621-5770

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

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term Increases
40988737	Government Select Level 1 States (WestlawNext™) (Banded) <small>See Attachment for Select Product details</small>	12	Atty (s)			\$3,209.00	17%	\$2,663.47	36	Year2-5% Year3-5%

Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term Increases
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package	Gov WP to WCMP 601817076373	601817076373	\$1,391.88		\$1,391.88	36	Year2-5% Year3-5%

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.

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 30 days notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

N/A **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% price 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: \$4,055.35

Estimated total Monthly Charges for the initial 12 months: \$4,055.35

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, 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 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> and <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> 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.

16-0548 A 5 of 12

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.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.

- 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 Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

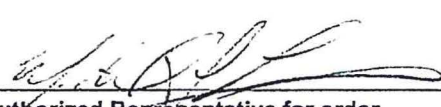
If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)


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

Signature for Order ID: 783449

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.

<p> _____ Signature of Authorized Representative for order</p> <p>Michael V. Ciccozzi _____ Printed Name</p>	<p>County Counsel I _____ Title</p> <p>5/20/16 _____ Date</p>
---	---

AUTHORIZED WEST REPRESENTATIVE
 Signature: 
 Printed Name: Cheryl Housh
 Title: Sr. Sales Counselor
 Date: 5/20/2016

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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.

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- 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 Contract Information

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If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

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Signature for Order ID: 783449

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Signature of Authorized Representative for order

Michael V. Ciccozzi
Printed Name

County Counsel
Title

5/20/16
Date

See attached Board signature page

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Agreement: 059-01711
Contract Term: 7/1/16-6/30/19
West, A Thomson Reuters Business
610 Opperman Drive
P. O. Box 64833
Eagan, MN 55123-1803
(800) 328-4880

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____

Dated: _____



THOMSON REUTERS™

Attachment

Contact your representative todd.henderson@thomsonreuters.com with any questions. Thank you.

Order ID: **783449**

Payment and Shipping Information

Payment Method:
 Payment Method: **WestAccount**
 Account Number:

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

Additional Information

Created By: **0009318**
 Order Source: **27**
 Revenue Channel: **01**
 Order Date: **4/29/2016 2:49:47 PM**
 P.O. Number:
 Additional Data B: **12**

Product and User Details

Banded Products for all users below

40988737 Government Select Level 1 States (WestlawNext™) (Banded)

User	Position	Email
Lauren C Bowers	Attorney	lauren.bowers@edcgov.us
Michael J Ciccozzi	Attorney	michael.ciccozzi@edcgov.us
Paula F Frantz	Attorney	paula.frantz@edcgov.us
Lesley B Gomes	Attorney	lesley.gomes@edcgov.us
Molly Johnston	Non-Attorney	molly.johnston@edcgov.us
Judith M Kerr	Attorney	judith.kerr@edcgov.us
David A Livingston	Attorney	david.livingston@edcgov.us
Kathleen A Markham	Attorney	kathleen.markham@edcgov.us
Abigail L Roseman	Attorney	abigail.roseman@edcgov.us
Janeth D SanPedro	Attorney	janeth.sanpedro@edcgov.us
Jomo K Stewart	Attorney	jomo.stewart@edcgov.us

West Complete Products

Material #	Products	Quantity	
		Exist	New
22010901	CA ANNO CODE V32-37B GOVERNMENT CODE ALL (40) SUB	1	0
22010901	CA ANNO CODE V32-37B GOVERNMENT CODE ALL (40) SUB	3	0
22010901	CA ANNO CODE V32-37B GOVERNMENT CODE ALL (40) SUB	1	0
40439262	CA DESKTOP GOVERNMENT CODE PAMPHLET SUB	1	0
16282733	CA DESKTOP PROBATE CODE SUB	1	0
11226777	TRG CA PRACTICE GUIDE CIVIL PROCEDURE BEFORE TRIAL CH 1-14 TABLES AND INDEX SUB	1	0
22061301	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAMPHLET SUB	1	0
13514285	GRAND JURY LAW AND PRACTICE SUB	1	0
16625584	NEPA LAW AND LITIGATION SUB	1	0
13515946	NORTON BANKRUPTCY LAW AND PRACTICE SUB	1	0
14526465	NORTON QUICK REFERENCE BANKRUPTCY CODE AND RULES SUB	1	0
22040614	CA ANNO CODE SUB	1	0
16282717	California Evidence Code, 2016 ed. (California Desktop Codes)	0	1

CustomPro Product Details

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™)
40980477	California Analytical Library (WestlawNext™)
40980367	Federal Primary Law Library (WestlawNext™)
40983467	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — California (WestlawNext™)
40981701	Municipal Law Practitioner Counselor — California (WestlawNext™)
41024657	Related Documents (WestlawNext™)
40983346	State Briefs Plus — California (WestlawNext™)

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0119250610	40988636

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Molly	Johnston	molly.johnston@edcgov.us	Order Confirmation Contact	28
Molly	Johnston	molly.johnston@edcgov.us	Primary Password Contact	24
Molly	Johnston	molly.johnston@edcgov.us	Quickview Contact	Quickview

Office Use Only

- Worksheet West Complete:<https://ordermation.west.thomson.com/esigs/of.aspx?pordegroupid=c17b85efd8c242aba45f2a97e00c9bc9&pfv=true>
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordegroupid=5fa3bc59f24a45558f531d6f48bb3b99&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=7f448f12c8d2457486bcd70a04446928&isofview=yes>



**Addendum to West Order Form/Order Notification
For West Complete, Assured Print Pricing and Library Savings Plan Orders**

Subscriber: El Dorado County Counsel

Account #: 1000630612

1. **Effect of Addendum.** The underlying applicable West Order Form/Order Notification between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification to Order Form/Order Notification.** For the Product(s) listed below, the parties agree that the language set forth on the West Order Form/Order Notification pertaining to the conclusion of the Minimum Term and/or Renewal Term shall not be applicable to Subscriber. The language set forth below shall replace such deleted language and shall be applicable to Subscriber and this West Order Form/Order Notification:

Upon conclusion of the Minimum Term or Renewal Term, as applicable, Monthly Charges are billed thereafter at up to then-current rates, and either party may terminate this Order Form/Order Notification by providing the other party with 30 days prior written notice of such termination.

Applicable Product(s): West Complete

Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form/Order Notification.

West, a Thomson Reuters business
Chuck W. Hamaker
Accepted by: Chuck Hamaker
Title: SR State Counselor
Date: 5/20/2016

Subscriber
Signed: [Signature]
Name (please print): Michael J. Ciccori
Title: County Counsel
Date: 5/20/16



**Addendum to West Order Form/Order Notification
For West Complete, Assured Print Pricing and Library Savings Plan Orders**

Subscriber: El Dorado County Counsel

Account #: 1000630612

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Applicable Product(s): West Complete

Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form/Order Notification.

West, a Thomson Reuters business

Accepted by: _____

Title: _____

Date: _____

Subscriber

Signed: 

Name (please print): Michael J. Ciccori

Title: County Counsel

Date: 5/20/16