## CONTRACT ROUTING SHEET



## WEST ORDER FORM FOR WESTPACK PRODUCTS

610 Opperman Dnve
St. Paul, MN 55164-1803
Tel: $651 / 687.8000$

WEST.
A Thomson Reuters business


Total Monthly Charges \$ 1467.00


Quantity of WestPack Tittes.

| Full Sve $\ddagger$ | WestPack Print and CD-ROM Products | New * | Existing ** | $\begin{gathered} \text { List/CD-ROM } \\ \text { Charges } \\ \hline \end{gathered}$ | Other | Total List/CDROM Charges |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Please see attached |  |  |  |  |  |
|  | SEE EXHTBIT A-2 |  |  |  |  |  |
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$\dagger$ Total Charges $\qquad$

[^0]Monthly WestlawRRO Charges and CD-ROM Charges are billed on the date West processes Subseriber's order and continue for the minimum term elected by Subserifer with hisher initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subseriptions to the WestPack print products (new andor existing as set forth above) during the Mininun Tem and the charges for Subscriber's Wespack print products (both inital print charges ("Inital WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges") shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monhly WestawpBo Charges, CD-ROM Charges and WestPack Subscription Charges are bited wereatter at up to then-current rates. Excluded Charges and Monthly WestawPRO Charges (atter the Minimum Term) may be modified as set forth in the Subseriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred

## Subscriber's Initals for 12,24 or 36 Month Minimum Term

12 Month Minimum Term for WestawPRO, WestPack Print and CD-ROM Products - $20 \%$ WestPack Print and CD-ROM Product discount (new and existing)
24 Month Minimum Term for WestawPRO, WestPack Print and CD-ROM Products - $30 \%$ WestPack Print and CD-ROM Product discount (new and existing) shaphty WestawpRO Charges for second 12 months not to increase by more than $\qquad$ \% over Monthly WestlawPRO Charges for initial 12 months.
4856 Month Minimum Term) Hor WestawPro, Westack Print and CD-ROM Products -. 50\% WestPack Print and CD-ROM Product discount (new and existing) Monthly WestawpRO Charges for second 12 months not to increase by more than $5 \%$ over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to merease by more than $5 \%$ over Monthly WestlawPRO Charges for second 12 months.
As Hubscriber's Initials $11-15$ atomeys or corporate users are demployed by Subscriber at the location identifed above. If West leams that the number of subscriber's almiated attomeys exceets wis number, West reserves the right to inerease Subseriber's Monthly WestlawPRO Charges as applicable.


Technical Contact for Westlaw Patron Access and Campus Research Name (please print):
Telephone:
E-Mail Address:
Current Account \#:
Patron Access: IP Address:
One IP Adtress pet (cminal Additional pages may be athached if nexded
Campus Research: IP Address Range

* Orders submitted without IP Address information may delay set up and access

Sabseriber Intials
Terminals will be used for Patron Access (not required for Campus Research).
W. WestlawPRO Renewals

| WestlawPROProducts | Current Monthly WestlawPRO Chargea |
| :--- | :---: | :---: |
|  |  |
| Notes: |  |

L_ Subscriber's Initials for 12 Month Renewal Term * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such aldinional 12 months shall be $\quad \%$ more than the current Monthly WestlawPRO Charges.

Subscriber's Initials for 24 Month Renewal Term * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be $\%$ more than the current Monthly Westlawpro Charges and the Monthly WestlawPro Charges for the second additional 12 months shall be ___ \% nore than the Monthly WestlawPRO Charges for the first additional 12 months.
$\qquad$

## additional

$\qquad$
$\qquad$ be $\%$ more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be \% more than the Monthly WestlawPRO Charges for the second additional 12 months.
In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subseriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at thencurrent rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subseriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be govemed by the Subscriber Agreement.

| Whytux | Westlaw Passwords and QuickViewt |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Last Name | First Name, M.I. | Alty | Lib | Para | Other | Product(s) |
| Please see attached |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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Subscriber shall authorize which Westlaw password(s) shall have access to QuickViewt. Acual chages billed by West may vary from charges reported on Quick Viewt, Subscriber shall pay charges as bilted. West does not wamant and has no liability with respect to the accuracy of charges or other information on QuickViewt.

| Authorized QuickView | Password |  | Authorized Acct. \# |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Wrymer | Additional Non-WestPack WestlawPRO, CD-ROM and West LegatEdcenter Products |  |  |  |  |  |
| Full Suc\# | Non-Westack WestlawPRO/ CD. ROM/WLEC Products | \# or Puds <br> Conc. CD Users | Mo. Banded Base Rate | Per User/Conc. User Rate | Total MonthlyWesthavPRO/CD/WLEC Charges |  |
|  |  |  |  |  |  |  |
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| Notes: |  |  |  |  |  |  |

## Total Monthly Charges \$

Monthly WextlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a 12 month Minimum Term. Upon conctusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-curren rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPro Charges and/or West LegalEdcenter Charges will be billed as set forth berein. Upon conclusion of the WestlawPro and/or West Legallidcenter Minimun Term, Monthly WestlawPRO Charges andor West LegalEdeenter Charges are billed thereafter at to to then-current rates. Excluded Charges and Monthly WestawPRO Charges (after the Minimum Term) may be modffed as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 24 Month WestawPRO and/or West Legaledcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges andor West LegalEdeenter Charges for the second 12 months not to increase by more than $\qquad$ \% over the Monthly WestuwPRO Charges and/or West LegalEdcenter Charges for the intial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than $\%$ over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the inital 12 montis and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 nonths not to increase by more than $\qquad$ \% over the Monthly WestlawPRO Charges andfor West LegatEdcenter Charges for the second 12 months.
$\qquad$ Subseriber's Initials $\qquad$ attomeys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders andor West LegalEdcenter Charges). If West leams that the number of Subscriber's affiliated attomeys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable

## __ CD-ROM/DVD and/or West LegalEdcenter annual billing (please check if requested)

## West LegalEdcenter Online Features and Services:

Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including usemame and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special amouncements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

|  | Additional Non-WestPack Print Products |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Full Sve \# | Non-WestPack Print Products | Quantity | List Charges | Other | Charges |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

Notes:
Total Charges \$
Terms of Payment for Priut Products. West's standard terms of payment for print products purchased are net $\mathbf{3 0}$ days. West may elect to accept installment payments on the purchase price. Installment payment terms are $S$ $\qquad$ per month plus tax for approximately $\qquad$ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.
Subscription Service and Passwords. Subscription service may consist of updates andor supplements to the service, including but not limited to: (a) CD-ROM Libraries: uptated, replacement or supplemental CD-ROMs and onlite updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook Software will not be issued Westlaw passwords.
 Mimesot will have oxelusive jurisdiotion wer any arimaning from of elated to this agreemento Applicable sales, use, personal property, value added tax (VAT) or cquivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open aecount charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-tansferable. All collection fees, imcluding but not limited to attomeys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current fnancial statement and/or obtain consumer credit repor on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credir to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a repurt was received and the name, address and telephone number of the agency that supplied the report.
Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit in accordance with West's then-current retums policies. Westiaw Charges and West Legaledcenter Charges are not refundable.

If the subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement and Order Form, or if a lawful order issued in or for any fiscal year during the Term of this Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement and the Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Subscriber. The Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this Amendment, and provide West notice not less than thirty (30) days prior to the date of cancellation. Non-Availability of Funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding those results in less funding than that which was allocated to subscriber in the immediately preceding fiscal year.

Notice to Parties: Notices to County shall be addressed as follows:
COUNTY OF EL DORADO
COUNTY COUNSEL
330 FAIR LANE
PLACERVILLE, CA 95667
Attn: KAROLYN GRAY, ADMINISTRATIVE SERVICE OFFICER
Or to such other location as the County directs.
With a carbon copy to:
COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT
Notices to Contractor shall be addressed as follows:
WEST, A THOMSON REUTERS BUSINESS
610 OPPERMAN DRIVE
ST. PAUL, MN 55164-1803

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota and is governed by California law. The state and federal courts sitting in California will have exclusive jurisdiction over any claim arising from or related to this agreement.

Administrator: The County Officer or employee with responsibility for administering this Agreement is Karolyn Gray, Administrative Service Officer, or successor.


The Subscriber Agrement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) andor the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) Individually or jointly, as applicable, ("Subscriber Agreement") is/are bereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by hisher signature below, acknowledges hisher understanding and aceeptance of the terms and conditions of the Subseriber


AUTHORIZED REPRESENTATIVE FOR ORDER FORM



AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Dated: $\qquad$

COUNTY OF EL DORADO

By :
Chair, Board of Supervisors "County"

## ATTEST:

SUZANN ALLEN DE SANCHEZ
Clerk of the Board of Supervisors

By
Deputy C1erk

Dated: WEST

By $\qquad$
Title: $\qquad$

## WestlawPRO BRIDGE AMENDMENT

## AVAILABLE ONLY TO NEW WESTLAW SUBSCRIBERS

## Amendment to Subscriber Agreement for Westlaw and CD-ROM Libraries between El Dorado County Counsel <br> ("Subscriber') and West, a Thomson business ("West") as follows:

1. Effect of Amendment. The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.
2. Term and Termination. The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Mimesota and shall continue in force and effect as set forth herein.

## 3. WestlawPRO Bridge

3.1 From the effective date of this Amendment and continuing for a minimum of 90 $\qquad$ days thereafter ("Period 1"), Subscriber shall receive access, at no charge, to the WestlawPRO product(s) elected by Subscriber on the Order Form. Access to and use of Westlaw Excluded Charges shall be billed to Subscriber at then-current Schedule A WestlawPRO rates.
3.2 From the end of Period 1 and continuing through the end of the Minimum Term elected by Subscriber ("Period 2"), Subscriber shall receive access to the WestlawPRO product(s) elected by Subscriber on the Order Form, at the rates set forth therein. All access to and use of Westlaw Excluded Charges shall be billed at the then-current Schedule A WesthawPRO rates.
3.3 The Minimum Term shall be extended by the length of Period 1.
3.4 All other terms and conditions of the Subscriber Agreement shall remain unchanged.


By:
To be signed by anthorized home office personel only
Title;
Date:
SUBSCRIBER
By: $X$ SEE BELOW
Name (please print):
Title:
Date:

## COUNTY OF EL DORADO

Chair, Board of Supervisors "County"

Deputy Clerk

## Custorn Westlaw Pro Worlcsheco (Govenment)




# Active Subscriptions-Proposed Print Update Discounts 

EL DORADO COUNTY COUNSEL 330 FAIR LN<br>PLACERVILLE, CA 95667-4103

| Material \# | Description | Qty |
| :---: | :---: | :---: |
| 16282716 | CA DESKTOP EVIDENCE CODE SUB | 2 |
| 16282668 | CA DESKTOP CIV PROC CODE SUB | 1 |
| 16282732 | CA DESKTOP PROB CODE SUB | 1 |
| 13512338 | ACRET CONSTR ARBIT HNDBK SUB | 1 |
| 21058807 | CA DESKTOP ENVIR LAWS SUB | 1 |
| 21058807 | CA DESKTOP ENVIR LAWS SUB | 1 |
| 13511668 | ARCHITECTS \& ENGINEERS SUB | 1 |
| 13827118 | CA CONSTRUCTION LAW MAN SUB | 1 |
| 21061301 | FED CIV JUD PROC \& RULES SUB | 1 |
| 14401926 | WITKIN CA PROC SUB | 1 |
| 13512613 | CONSTR INDUSTRY FMBK SUB | 1 |
| 14870009 | COM REAL EST TRANSACTIONS SUB | 1 |
| 13514284 | GRAND JURY LAW \& PR SUB | 1 |
| 14526464 | NORTON QUICK REF SUB | 1 |
| 15498626 | CA REAL EST FMS W/FOCD SUB | 1 |
| 14869998 | COM REAL. EST LEASING SUB | 1 |
| $\begin{aligned} & 21057568 \\ & 13830992 \end{aligned}$ | FED ENVIR LAWS SUB WITKIN CA EVIDENCE SUB | 1 |
| 11226834 | TRG CA PR CIV APPEAL \& WRITS SUB | 1 |
| 13512702 | CONSTR LITIG HNDBK SUB | 1 |
| 40894627 | CA CTRLS ST/FED DIST/FED BANKR PAM SUB | 1 |
| 40894627 | CA CT RLS ST/FED DIST/FED BANKR PAM SUB | 1 |
| 11226778 | TRG CA PR CIV PROC TRIAL SUB | 1 |
| 11226788 | TRG CA PR FED CIV PROC TRIAL SUB | 1 |
| 13830984 | WITKIN INDEXITABLES SUB | 1 |
| 16625583 | NEPA LAW \& LITIGATION SUB | 1 |
| 11229213 | CA JURY INSTR CIV BAJI \& CACI SUB | 1 |
| 13972622 | CIV ACT ST/LOC SUB | 1 |


| 13831008 | WITKIN CA SUMMARY SUB | 1 |
| :--- | :--- | :--- |
| 15274868 | CIV RIGHTS \& LIB LITIG SUB | 1 |
| 17180844 | CA REAL ESTATE 3D SUB | 1 |
| 13975621 | CA PROPERTY TAXING SUB | 1 |
| 16625406 | WATER RIGHTS \& RESOURCES | 1 |
|  | LAW SUB |  |
| 14854726 | ZONING \& PLANNING LAW | 1 |
| 13991368 | HNDBK SUB |  |
| 13515698 | CA CIV PR GD PROB SUB |  |
| 16624854 | MANUAL EMPL DISCRIM SUB | 1 |
| 13467987 | ENVIR REG OF LAND USE SUB | 1 |
| 13513814 | COM REAL EST FMS WIFOCD | 1 |
| 13515639 | FED CIV RIGHTS ACT SUB | 1 |
|  | RATH ZONING \& PLAN LAW SUB | 1 |
| 13515949 | NORTON BANKR LAW \& PR SUB | 1 |
| 13518026 | CA JUR SUB |  |


[^0]:    - Total Charges includes charges from attached page 2, if applicable.
    * This is a new title for Subscriber or Subseriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.
    ** Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

