



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 8

DATE: 11/5/2024

**SUBJECT: CONSIDERATION OF COOPERATIVE FOR SUBSCRIPTION
AGREEMENT FOR WEST PROFLEX ACCESS LICENSES - #DIR-CPO-
5258 - LAW LIBRARY - THOMSON REUTERS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider use of cooperative for Subscription Agreement for West Proflex Access Licenses, the State of Texas Department of Information Resources (DIR) Contract #DIR-CPO-5258, for the Law Library Court Group, with Thomson Reuters, and approve contract.

BACKGROUND

One (1) vendor who offers West Proflex product was contacted and requested to provide a written quotation. The quote from Thomson Reuters meets all requirements and is acceptable to the Law Library.

The term of this agreement is thirty-six (36) months effective January 1, 2025, with an annual price increase of five percent (5%).

The purpose of this purchase is to purchase digital legal research tools and document drafting tools. Patrons of the Law Library use these tools to search case docket database, retrieve files, and draft legal documents.

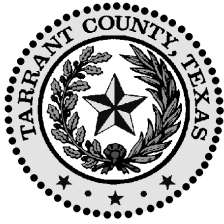
DIR’s cooperative contracts program is open for state and local government in accordance with Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A, Section 2054.0565, Use of Contracts by Other Entities, “(a) The department may include terms in a procurement contract entered into by the department, including a contract entered into under Section 2157.068, that allow the contract to be used by another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001. (b) A political subdivision that purchases an item or service using a contract under this section satisfies any other law requiring the political subdivision to seek competitive bids for that item or service”

The contract is attached for approval and signature. The Criminal District Attorney’s Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of \$86,887.68 for FY 2025 is available in account 24100-2025 Law Library/4860100000 Law Library/524153 On-line Service. Funding for FY 2026 and FY 2027 will be requested in future budgets.

SUBMITTED BY	Purchasing	PREPARED BY:	James Bocks, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Cooperative for Subscription Agreement for West Proflex Access Licenses - #DIR-CPO-5258 - Law Library - Thomson Reuters

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



Thomson Reuters™

Order Form

Order ID: Q-08947036

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003196622
TARRANT COUNTY LAW LIBRARY
PATRON ACCESS
100 W WEATHERFORD ST RM 420
FORT WORTH TX 76196-0800 US

"Customer"

Shipping Address

Account #: 1003196622
TARRANT COUNTY LAW LIBRARY
PATRON ACCESS
100 W WEATHERFORD ST RM 420
FORT WORTH TX 76196-0800 US

Billing Address

Account #: 1003196622
TARRANT COUNTY LAW LIBRARY
PATRON ACCESS
100 W WEATHERFORD ST RM 420
FORT WORTH, TX 76196-0800
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$7,240.64	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

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-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or 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 in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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. 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.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

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
- 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

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

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: Order ID: Q-08947036

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 11/24/2024.



Attachment

Order ID: Q-08947036

Contact your representative cody.miller@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
 Payment Method: Bill to Account
 Account Number: 1003196622
 This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)
 Contact Name: SITTON, CARA
 Email: cesitton@tarrantcountytx.gov

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

eBilling Contact
 Contact Name CARA SITTON
 Email cesitton@tarrantcountytx.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003196622	TARRANT COUNTY LAW LIBRARY	100 W WEATHERFORD ST RM 420 FORT WORTH TX 76196-0800 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
2	Seats	42115623	Pat Acc - Litigation for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
CARA	SITTON	cesitton@tarrantcountytx.gov	EML PSWD CONTACT
CARA	SITTON	cesitton@tarrantcountytx.gov	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term											
Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$7,240.64	5.00%	\$7602.67	5.00%	\$7982.80	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

CERTIFICATION OF

AVAILABLE FUNDS: \$ _____

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.