

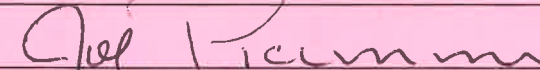


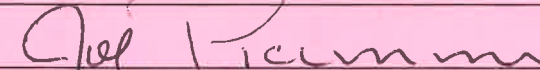


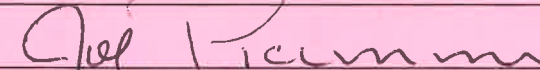


REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19100

Sponsor(s): Alfred Jordan

Date: March 14, 2016

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case Law for the Inmates Law Library at the Jackson County Detention Center from Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Department of Corrections Estimated Use: \$29,115.00</p> <p>Prior Year Budget (if applicable): \$25,842.00 Prior Year Actual Amount Spent (if applicable): \$25,842.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$										
Amount previously authorized this fiscal year:	\$										
Total amount authorized after this legislative action:	\$										
Amount budgeted for this item * (including transfers):	\$										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 18892 July 27, 2015</p>										
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
REQUEST SUMMARY	<p>The Department of Corrections requires a Term and Supply Contract for Legal Research Services for Case Law for the Inmate Law Library at the Jackson County Detention Center. Research by the Department of Corrections and the Purchasing Department has determined that there is no other vendor currently providing these services.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services for Case Law for the Inmate Law Library at the Jackson County Detention Center to Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
ATTACHMENTS	<p>Memorandum from Ms. Laura Scott, Manager of Jail Services for the Department of Corrections and the Subscription Agreement from Thomson Reuters/West Law.</p>										
REVIEW	<table border="1" style="width: 100%;"> <tr> <td>Department Director: </td> <td>Date: 3-2-16</td> </tr> <tr> <td>Finance (Budget Approval): <i>If applicable</i> </td> <td>Date: 3/3/16</td> </tr> <tr> <td>Division Manager: </td> <td>Date: 3/9/16</td> </tr> <tr> <td>County Counselor's Office:</td> <td>Date:</td> </tr> </table>	Department Director: 	Date: 3-2-16	Finance (Budget Approval): <i>If applicable</i> 	Date: 3/3/16	Division Manager: 	Date: 3/9/16	County Counselor's Office:	Date:		
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County Counselor's Office:	Date:										

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Jackson County Department of Corrections
MEMO



To: Barbara Casamento, Purchasing Supervisor
CC: Joseph Piccinini, Acting Director
Marvin Walker, S.S. Supervisor
Date: 2/29/16
From: L. J. Scott, Manager of Jail Services
Subject: Sole Source

Thompson Reuters – Westlaw Correctional Facilities - is currently the sole source provider of case law for the inmate law library at JCDC. This system provides inmates with legal reference material as required by federal law. Case law is provided via software, internet services, and supplemental book updates. This is the exclusive vendor providing the National Reporter System; the National Digest System; the West Key Number System; Editorial Enhancements; a Correction and Verification Process; KeyCite Citator Service and 24/7 technical support. Corrections would like to renew this contract for one year.

The base contract fee for the next 12 months is \$26,580.34, however supplemental book purchases up to \$2,500 will also be made. This contract and supplemental purchases will be funded in account 001-2701- 57020 and 008-2701-57020.

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

Res. 19100

THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number <u>Stinson U0075778</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		**** R E Q U I R E D ****
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1003394299</u>	Quote # _____	PO # _____	Date <u>2/29/16</u>
Name/Subscriber <u>Jackson County Department of Correction</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Laura J. Scott</u>			
E-Mail <u>LjScott@jacksongov.org</u>			
Password Contact Name (for password delivery) <u>Laura J. Scott</u>		E-Mail <u>LjScott@jacksongov.org</u>	
Time and Billing Contact Name <u>Laura J. Scott</u>			
E-Mail <u>LjScott@jacksongov.org</u>			
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>			
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____		State _____ County _____ Zip _____	
IF NEEDED			

	Online/CD-ROM/Practice Solutions/Software Products	
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Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges

Notes:

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

	Online/CD-ROM/Practice Solutions/Software Products Subscriptions	
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Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, 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 then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. 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 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 Non-Government Subscribers Only. If you are a non-government subscriber, 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 include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. 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

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, 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 the then current retail rate.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **West LegalEdcenter annual billing (please check if requested)**

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, note that Westlaw charges may be modified after 30 days written or online notice.

_____ **Initials for Post Minimum Term Subscription Services.** I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions 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.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **CD-ROM/DVD annual billing (please check if requested)**

	Banded Products Subscriptions	
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You have _____ 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 selected to license or purchase in this Order Form. 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.

Internal Corporate Use Only		BND
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Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

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

____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. We reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*
41725238	Westlaw Correctional	\$2070.12

Notes: Exception Order Number: 344664 (Approved)

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Initial below to select the Renewal Term.

12 month Renewal Term. Monthly Charges for the first 12 months will be 7 % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

24 month Renewal Term. Monthly Charges for the first 12 months will be _____ % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____ % over the first 12 months.

36 month Renewal Term. Monthly Charges for the first 12 months will be _____ % over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____ % over the first 12 months; Monthly Charges for the third 12 months will be _____ % over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. 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 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 Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. 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.

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		Passwords and QuickView+						
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

		Print/CD-ROM Products				
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

Initial for Subscription Services. I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rate. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

		Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products			# of Passwords

Notes:

		Westlaw Roaming Access		

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

Miscellaneous

1 **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.

2. **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.

3. **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-easlogistics.pdf>. Excluded Charges may change after 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **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 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.

5. **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.

6. **Transportation Charges.** Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **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.

8. **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 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.

9. **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 Products / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

✓ Printed Name _____
 ✓ Title _____
 ✓ Date _____
 ✓ Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
 By signing and completing below the Rep certifies that he/she discussed subscription terms with Subscriber and has initialed the subscription services sections above on behalf of the Subscriber.
 Date: _____ Time: _____
 Name of Customer Placing Order: _____
 Signature of Rep: _____