

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18576

Sponsor(s): Crystal Williams

Date: July 28, 2014

<p><b>SUBJECT</b></p>	<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 Inmate Law Library at the Jackson County Detention Center from Thomson Reuters/West Law of St. Paul, Minnesota as a Sole Source.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" style="width: 100%;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></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><b>OTHER FINANCIAL INFORMATION:</b></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: \$25,841.68</p> <p>This RLA only approves the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$23,415.84          Prior Year Actual Amount Spent (if applicable): \$27,981.90</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:											
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):          Prior resolutions and (date):</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>										
<p><b>REQUEST SUMMARY</b></p>	<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>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p><b>ATTACHMENTS</b></p>	<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	Department Director: <i>[Signature]</i>	Date: 7-21-14
	Finance (Budget Approval): If applicable N/A <i>[Signature]</i>	Date: 7-22-14
	Division Manager: <i>[Signature]</i>	Date: 7/23/2014
	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**

**Res. 18576**

**MEMO**



**To: Barbara Casamento, Purchasing Supervisor**  
**CC: Kenneth Conlee, Director**  
**Marvin Walker, S.S. Supervisor**  
**Date: 06/12/14**  
**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 \$24,841.68, however supplemental book purchases up to \$1,000 will also be made. This contract and supplemental purchases are funded in account 001-2701- 57020.



<b>Check West account status below as applicable:</b>		Rep Name & Number <u>Will Alexander 0160671</u>		<b>*** R E Q U I R E D ***</b>	
<i>New</i> <input type="checkbox"/> (NACI Form attached)	<i>Existing with Increase Credit Limit</i> <input type="checkbox"/> (NACI Form attached)				
<i>Existing with no changes</i> <input type="checkbox"/>	<i>Existing with changes</i> <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)				
Acct # <u>1003394299</u>	Quote # _____	PO # _____	Date _____		
Name/Subscriber <u>Jackson County Department of Corrections</u>		Bill To Acct # _____			
Order Confirmation Contact Name <u>Ozundu Ugbaja, Program Services Supervisor</u>					
E-Mail <u>ougbaja@jacksongov.org</u>					
Password Contact Name (for password delivery) <u>Ozundu Ugbaja</u>					
E-Mail <u>Same</u>					
Time and Billing Contact Name <u>Marvin Walker, Support Services Supervisor</u>					
E-Mail <u>mwalker@jacksongov.org</u>					
<b>Permanent Address Change</b> <input type="checkbox"/>		<b>One-Time Ship To</b> <input type="checkbox"/>	<b>Additional Ship To</b> <input type="checkbox"/>	<b>Additional Bill To</b> <input type="checkbox"/>	<b>IF NEEDED</b>
Name _____		Attn: _____			
Address _____		Suite/Floor _____			
City _____		State _____	County _____	Zip _____	

Promo Code 601817A77434

	<b>WestlawPRO/Practice Solutions/Software Look Back Renewals</b>	
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Sub Matl #	WestlawPRO/Practice Solutions/Software Products	Monthly Charges billed under Subscriber's most recent Minimum Term or Renewal Term	Current Monthly Renewal Charge *	Look Back Monthly Renewal Charge**
40152833	WL Pro All Prim Correction	\$2009.84	\$2411.81	\$2070.14
	with Keycite All			

**Notes:**

**95** **Subscriber's Initials for 12 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 12 months and the charges for the such additional 12 months shall be the Look Back Monthly Renewal Charge of \$ 2070.14, increased by 0 %.

**Subscriber's Initials for 24 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 24 months. The charges for the first additional 12 months shall be the Look Back Monthly Renewal Charges of \$ \_\_\_\_\_, increased by 0 % and the Monthly Renewal Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly Renewal Charges for the first additional 12 months.

**Subscriber's Initials for 36 Month Renewal Term** \*\* Subscriber agrees to commit to an additional 36 months. The Monthly Renewal Charges for the first additional 12 months shall be the Look Back Monthly Renewal Charges of \$ \_\_\_\_\_, increased by 0 % and the Monthly Renewal Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly Renewal Charges for the first additional 12 months. The Monthly Renewal Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly Renewal 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 Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

\*Current Monthly Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

\*\*Effective on the first day of the month following the day this Order Form is processed by West.

**Non-Government Subscribers Only.** Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

**Government Subscribers Only.** Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

Print Products					
Full Svc #	Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$ \_\_\_\_\_

**Subscription Service, Passwords and West km.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online 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 (or as provided for in the Subscriber Agreement for CD-ROM products). Anniversary print subscription products are billed annually in advance. 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/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data. Notwithstanding any language in the Hosted Practice Solutions Subscriber Agreement to the contrary, West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber. Furthermore and notwithstanding any language to the contrary in paragraph 10.2 of the Hosted Practice Solutions Subscriber Agreement, Subscriber must remove all Time & Billing content prior to termination of this Order Form and the respective Subscriber Agreement.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's respective Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report 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 credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

**Returns.** If Subscriber is not completely satisfied with any print 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 returns policies. Westlaw and Practice Solutions charges are non-refundable.

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>) (for WestlawPRO) and/or the Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>) and the applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>) individually or jointly, as applicable, ("Subscriber Agreement and Schedule A") is/are hereby 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 Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature  \_\_\_\_\_