

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20469

Sponsor(s): Charlie Franklin

Date: August 3, 2020

SUBJECT	<p>Action Requested</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Thirty-Six Month Term and Supply Contract for the furnishing of Legal Research Services to Thomson Reuters/West Law of Eagan, Minnesota for use by the County Counselor's Office, Prosecuting Attorney's Office, County Executive's Office, Collections and Assessment Departments as a Sole Source.</u></p>										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <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>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)</p> <p><input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: County Counselor, Prosecuting Attorney, Estimated Use: \$26,141.04/annually County Executive, Collections and Assessment</p> <p>This RLA only approves the Term and Supply Contract; the funds were already appropriated through the annual budget adoption. Figures included in Budget Information Section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$40,644.00 Prior Year Actual Amount Spent (if applicable): \$40,644.00</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):</p> <p>Prior resolutions and (date): 20148, April 23, 2019</p>										
CONTACT INFORMATION REQUEST SUMMARY	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253</p> <p>The County Counselor's Office, Prosecuting Attorney's Office, County Executive's Office, Collections and Assessment Departments all require a Term and Supply Contract for Legal Research Services. Research by all departments has determined there is no other vendor currently providing these specific services that meet all of these departments criteria.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Purchasing Department recommends the award of a Thirty-Six Month Term and Supply Contract for the furnishing of Legal Research Services to Thomson Reuters/West Law of Eagan, Minnesota for use by the County Counselor's Office, the Prosecuting Attorney's Office, the County Executive's Office, the Collections and Assessment Departments as a Sole Source purchase.</p>										
CLEARANCE	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A</p> <p><input type="checkbox"/> Business License Verified (Purchasing & Department) N/A</p> <p><input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
COMPLIANCE	<p><input type="checkbox"/> MBE Goals</p> <p><input type="checkbox"/> WBE Goals No goals assigned</p> <p><input type="checkbox"/> VBE Goals</p>										

ATTACHMENTS	A memorandum from the County Counselor's Office, Quote and Contract Agreements from West Law	
REVIEW	Department Director: <i>Jan D. Holden for</i>	Date: <i>7/29/20</i>
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Chief Administrative Officer:</i> <i>T. L. Stiles</i>	Date: <i>7-30-2020</i>
	County Counselor's Office: <i>Bryan Cunniff</i>	Date: <i>7/30/20</i>

APPROVED
By Mark Lang at 1:02 pm, Jul 29, 2020

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
Office of the County Counselor

Jackson County Courthouse-2nd Floor
415 East 12th Street
Kansas City, MO 64106

Attorneys

Bryan O. Covinsky
County Counselor
(816) 881-3125
BCovinsky@jacksongov.org

Jay D. Haden
Chief Deputy County Counselor
(816) 881-3150
JHaden@jacksongov.org

Ashley N. Garrett
Deputy County Counselor
(816) 881-3965
AGarrett@jacksongov.org

Dawn J. Diehl
Deputy County Counselor
(816) 881-3811
DDiehl@jacksongov.org

Tarnika S. Logan
Assistant County Counselor
(816) 881-3332
TLogan@jacksongov.org

Tara L. Moreland
Assistant County Counselor
(816) 881-3656
TMoreland@jacksongov.org

Steven L. Rowe
Assistant County Counselor
(816) 881-3213
SRowe@jacksongov.org

Joshua N. Haner
Assistant County Counselor
(816) 881-3279
JHaner@jacksongov.org

Investigators/Paralegals

Elizabeth Freeland
Litigation Paralegal
(816) 881-3352
EFreeland@jacksongov.org

Dalancee T. Thompson
Litigation Paralegal
(816) 881-3149
DTThompson@jacksongov.org

Michael A. Wells
Mental Health Claims Examiner
(816) 881-3146
MWellsSr@jacksongov.org

FAX: (816) 881-3398

MEMORANDUM

July 8, 2020

To: **Barbara Casamento**

Re: Westlaw Subscription Agreements

I am requesting your approval for a Sole Source contract of a 50 attorney and 50 non-attorney licensing subscription with Westlaw. This subscription will provide the County Counselor's, Prosecuting Attorney's, Executive's, Collector's, and Assessor's Offices with research tools necessary to their operation.

Westlaw is considered a Sole Source vendor for these legal research subscriptions. It is the only company that has the ability to provide unique research sources contained in the proposed subscription agreement, including: multiple databases not available through any other vendor, a litigation library database of all state and federal briefs, trial court filings, trial court orders, jury verdicts and settlements, mediation materials and expert witness materials. Westlaw also offers an expansive selection of Missouri practice materials and guides for both criminal and civil law. Additionally, Westlaw allows attorneys to upload their legal writing to ensure that the law relied on is accurate and suggests other relevant legal authority to use. Westlaw exclusively provides access to the Missouri Approved Instructions for civil cases and non-attorney licenses. The non-attorney licensed will be provided to paralegals and secretaries in the above listed offices to assist in legal research.

No other company to our knowledge and the Purchasing Department's research, has the ability to provide these commodities.

Respectfully submitted,

Bryan O. Covinsky
County Counselor

	Order Form	Order ID: Q-00811380
Contact your representative dowens@thomsonreuters.com with any questions. Thank you.		

Account Address
Account #: 1000597019
JACKSON COUNTY COUNSELORS
CIRCUIT COURT OF JACKSON COUNTY
415 E 12TH ST STE 200
KANSAS CITY MO 64106-2706 US

Shipping Address
Account #: 1000597019
JACKSON COUNTY COUNSELORS
CIRCUIT COURT OF JACKSON
COUNTY
415 E 12TH ST STE 200
KANSAS CITY MO 64106-2706 US

Billing Address
Account #: 1000597019
JACKSON COUNTY COUNSELORS
CIRCUIT COURT OF JACKSON COUNTY
415 E 12TH ST STE 200
KANSAS CITY, MO 64106-2706 US

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", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$2,178.42	36	3%

ProFlex Bridge			
Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	6

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 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 Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. 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 Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes: You agree to pay all charges in full with a 30-day notice date of invoice. You are responsible for any applicable sales and/or additional 7.75% fee charges on all orders. If you are a non-government subscriber and fail to pay your invoice charges, we reserve the right to file for bankruptcy including attorney's fees.

Settling a Disputed Balance: Payments marked "paid in full" or "not due" are subject to long-term review periods as an award of satisfaction without our prior written approval. We reserve the right to collect any remaining amount due to us on your account. Partial payments intended to reduce outstanding balance in full must be sent to: Opperman Dr. 20, P.O. Box 64833, Uagan, MN 55123-4833, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

eBilling Contact: All notices for this account will be emailed to your e-Billing Contact 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 and/or 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 commercial credit report. We reserve the right to consider your request.

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. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, EROWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returnschedule.pdf> or contact Customer Service at 1-800-328-4980 for additional details regarding our policies on returns and refunds.

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. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Governmental subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges: If you access 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 at the links below. Excluded Charges may change after at least 30 days written or online notice.

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. 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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. 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.

Banded Product Subscriptions: You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable.

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-PSU.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
- Contract Express
- 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

Additional Order Form Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 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.

	Attachment Order ID: Q-00811380
	Contact your representative d.owens@thomsonreuters.com <u>with</u> any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000597019

Order Confirmation Contact (#28)

Contact Name: Covinsky, Bryan

Email: bcovinsky@jacksongov.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Bryan Covinsky

Email bcovinsky@jacksongov.org

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000597019	JACKSON COUNTY COUNSELORS	415 E 12TH ST STE 200 KANSAS CITY MO 64106-2706 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
50	Attorneys	42077755	Gvt - Analytical Plus for Government
50	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
50	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Bryan	Covinsky	bcovinsky@jacksongov.org	EML PSWD CONTACT

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2020 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 8/24/2020.

AUTHORIZED WEST REPRESENTATIVE

Signature: *Charles W Holmsten*

Printed Name: CHUCK HOLMSTEN

Title: Sales & Client Mgt Consultant

Date: 6/26/2020

Addendum to Order Form - Q-00811380Subscriber: JACKSON COUNTY COUNSELORS CIRCUIT COURT OF JACKSON COUNTYAccount #: 1000597019

1. Effect of Addendum. The Order Form, the underlying Thomson Reuters General Terms and Conditions, and applicable Schedule A (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If 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 will control.

2. Modification to Agreement. The Following is added to the Order Form:

Legislative Approval: The parties agree and acknowledge that the validity and enforceability of this Agreement is explicitly conditioned upon formal approval of this Agreement and its terms by the Jackson County Legislature

All other terms and conditions of the Agreement will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing CorporationSigned Charles W HolmstenAccepted
By CHUCK HOLMSTENTitle Sales & Client Mgt ConsultantDate 6/26/2020**Subscriber**Signed Bryan O. CovinskyName BRYAN O. COVINSKYTitle COUNTY COUNSELOR of JACKSON COUNTYDate 6/26/2020