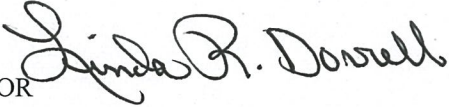

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: JULY 20, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: AGREEMENT-THOMSON REUTER

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF TULSA COUNTY SHERIFF'S OFFICE AND THOMSON REUTERS FOR SUBSCRIPTION TO OK ALL CASES AND STATUTES ON WESTLAW.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JULY 25, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
VIC REGALADO, SHERIFF
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY



THOMSON REUTERS™

Order Form

Contact your representative brandon.schilling@thomsonreuters.com with any questions. Thank you.

Order ID: **785876**

Subscriber Information

Account Address:

Account #: **1000390983**
DAVID L MOSS CRIM JUSTICE
CENTER
MICHELLE ROBINETTE
300 N DENVER AVE
TULSA, OK 74103
US
918-596-8900

Shipping Address:

Account #: **1000390983**
DAVID L MOSS CRIM JUSTICE
CENTER
MICHELLE ROBINETTE
300 N DENVER AVE
TULSA, OK 74103
US
918-596-8900

Billing Address:

Account #: **1000390983**
DAVID L MOSS CRIM JUSTICE
CENTER
MICHELLE ROBINETTE
300 N DENVER AVE
TULSA, OK 74103
US
918-596-8900

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", "my" or "I".

Renewals

Online/Practice Solutions/Software

Svc Mat #	Renewed Product (s)	Deal Id or Agreement # when applicable	Program Details	Program Code	Current Monthly Charges	Renewal Term (Months)	Term and Increases
40973940	OK ALL CASES AND STATUTES ON WESTLAW				\$224.83	12 Months	7% yr 1

Renewal Terms

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 designated 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 or CLEAR data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The percent increases appear in the Term Increases column.

MISCELLANEOUS TERMS

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.

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.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and 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.

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.

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 customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict 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 Products Subscriptions The number of 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 ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, 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 <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.

- Campus Research
- CD-ROM Products/DVD Products
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

Post Renewal Terms

When this Renewal Term expires the following will apply.

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 at least 30 days written or online notice. Either of us may cancel in writing at least 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.

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 at least 30 days notice. 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 month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 785876

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order	Title
Printed Name	Date

AUTHORIZED WEST REPRESENTATIVE

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Signature: *Julie Schilling*

Printed Name: *Julie Schilling*

Title: *SCA Manager*

Date: *4-29-16*



THOMSON REUTERS

Attachment

Contact your representative brandon.schilling@thomsonreuters.com with any questions. Thank you.

Order ID: 785876

Payment and Shipping Information

Payment Method:
Payment Method: **WestAccount**
Account Number: **1000390983**

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

Additional Information

Created By: **0172870**
Order Source: **27**
Revenue Channel: **01**
Order Date: **4/26/2016 3:04:23 PM**
P.O. Number:

Walter W.
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Stacie	Holloway	sholloway@tcso.org	Order Confirmation Contact	28

Office Use Only

OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=6bf4c04458c6486bb08a5df7ace2fb1a&isofview=yes>



THOMSON REUTERS™

Addendum to West Order Form

Subscriber: David L. Moss Crim Justice Center

Account #: 1000390983

1. **Effect of Addendum.** The underlying West Order Form, applicable General Terms and Conditions (s) and Schedule A(s) (collectively the "Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event 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 shall control. All other terms and conditions of the Agreement will remain unchanged, except as expressly provided herein.

2. **Modification to Order Form/Agreement – Post-Minimum Terms**

The following paragraph is deleted in its entirety:

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

And replaced with the following:

For Online/Practice Solutions/Software: The term of the subscription shall begin when West processes the order and continues through June 30, 2017. Either party may seek renewal of this subscription at the end of the term and such renewal shall not be automatic. The terms of the renewal will be agreed to by the parties in writing and shall not be effective until it has been approved by the Board of County Commissioners of Tulsa County. We further agree that you shall not incur any penalty for a failure of the Board of County Commissioners of Tulsa County to renew or extend this contract.

3. Modification to Order Form/Agreement – Miscellaneous

The following paragraph is deleted in its entirety:

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.

And replaced with the following:

Applicable Law. This Order Form and all prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles), and both parties consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form.

West, a Thomson Reuters business

Subscriber



Signed: _____

Accepted by: Linda Burton

Name (please print) _____

Title: VSCMC

Title: _____

Date: 6-29-16

Date: _____



APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY