



Travis County Commissioners Court Agenda Request

Meeting Date: April 22, 2014

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Sole Source Exemption and Contract Award with West, a Thomson Reuters Business, for Print Publications.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The Travis County Purchasing Agent recommends approval of the sole source exemption and contract award to West. These purchases from West constitute a Sole Source Exemption under the Local Government Code Section 262.024 (a) (7) (A) for which competition is precluded because the material accessed through these print publications for research services are proprietary and protected by copy rights. This material is important for various Travis County employees and Library Staff to perform their professional duties.

This contract will save the Law Library approximately \$16,100 over the three (3) year term.

The cost for the initial term, May 1, 2014 through April 30, 2015, will be \$61,092. Thereafter, there is a 5% cap on the annual renewal cost.

- **Contract-Related Information:**

Award Amount: \$192,588

Contract Type: Purchase/Maintenance

Contract Period: May 1, 2014 through April 30, 2017

- **Funding Information:**

SAP Shopping Cart #:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Funding Account(s):

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

Purchasing Agreement with West and Travis County, Texas for Library Maintenance

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement (“Agreement”) is between Travis County, a political subdivision of the State of Texas (“Travis County” or “County”) and West, a corporation authorized to do and doing business in the State of Texas (“Vendor” or “Contractor”).

Travis County is purchasing the products and services (the “Products and Services”) identified in Vendor's Library Maintenance Agreement of 03/18/2014 (“Library Maintenance Agreement”). Vendor has the necessary ability, expertise, and experience to provide the Products and Services described in the Library Maintenance Agreement.

In consideration of the mutual covenants set forth here and for other good and valuable consideration, the receipt and sufficiency of which are also acknowledged, the parties agree as follows:

SECTION 1: ACKNOWLEDGEMENTS OF PARTIES

1.1 County and Vendor agree that the terms and conditions of this Agreement will prevail over the terms and conditions of its incorporated attachments, to the extent of any conflict.

1.2 This Agreement incorporates the following attachments:

1.2.1 Library Maintenance Agreement (“Attachment A”);

1.2.2 Ethics Affidavit (“Attachment B”)

SECTION 2: EMPLOYMENT OF VENDOR

2.1 Vendor is an independent contractor. Neither Vendor nor any employees of Vendor claim to be employees of Travis County, nor do they claim any benefits from Travis County other than the payments that this Agreement sets forth. Vendor will provide the Products described here only as an independent contractor.

SECTION 3: COUNTY RESPONSIBILITY

3.1 The Travis County Law Library head or her designated representative, is the County's representative for purposes of administering this Agreement and will provide Vendor with any documents, reports, studies, analysis, statistics, data or other information in County's possession pertinent to or reasonably necessary for Vendor's performance of the Services under this Agreement.

SECTION 4: COMPENSATION

4.1 As compensation for Vendor's performance of the Services under this Agreement, Travis County will pay Vendor the sum indicated in **Attachment A**. Vendor will submit to the Travis County Auditor an invoice detailing the Products provided. Vendor will not, however, submit invoices until County has accepted the Products invoiced, as such term is defined below. County will pay Vendor within thirty (30) days of the receipt of an acceptable invoice by the Travis County Auditor. At minimum invoices will include: (i) name, address, and telephone number of Vendor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the Services as outlined in this Agreement; and (iv) any additional payment information that may be called for by this Agreement. Accrual and payment of interest on overdue payments will be governed by Tex. Gov't Code, ch. 2251.

4.2 Vendor will not release any items or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Vendor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Vendor with the items needed to be supplied. Vendor must provide written assurance to County of timely delivery of ordered products, and will respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

4.3 Vendor is an independent contractor and Travis County will not pay Vendor any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

4.4 Vendor is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and will be solely obligated to pay any and all taxes related to income paid to Vendor.

SECTION 5: LIABILITY

5.1 Vendor will act as a fiduciary in its relationship with Travis County. Any funds received by Vendor during this Agreement, other than the compensation provided for in it, will be turned over to the County without any deductions for any purpose.

7.3 ASSIGNMENT: The parties will not assign any of the rights or obligation under this agreement without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to it if the assignment or transfer is made in compliance with this Agreement's provisions.

7.4 TAXES: In the event any property taxes on any property owned by the Vendor located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount will be withheld from any compensation due the Vendor and paid to the appropriate taxing jurisdiction. Vendor assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

7.5 W-9: Vendor will provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations and a statement of entity status in a form satisfactory to the Auditor before any Agreement funds are payable.

7.6 FORFEITURE OF CONTRACT:

7.6.1 If Vendor has done business with a Key Contracting Person, listed in Attachment 1 to **Attachment B** during the 365-day period immediately prior to the date of execution of this Agreement by Vendor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Vendor and prior to full performance of this Agreement, Vendor will forfeit all benefits of this Agreement, and County will retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Vendor pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Vendor has submitted the names of any Key Contracting Persons with whom Vendor has done business during the 365-day period immediately preceding the execution of this Agreement for the Court's contemporaneous consideration with this Agreement.

7.6.2 "Has done business" and "does business" mean:

7.6.2.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

7.6.2.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

7.6.2.3 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

7.6.2.4 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Vendor in the ordinary course of its business; and

7.6.2.5 a transaction for a financial service or insurance coverage made on behalf of Vendor if Vendor is a national or multinational corporation by an agent, employee or other representative of Vendor who does not know and is not in a position that he or she should have known about this Agreement.

7.9 NON-WAIVER AND RESERVATION OF RIGHTS: No payment, act or omission by either party may constitute or be construed as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege. All rights of either party under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or right of either party under it. Any right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.10 PUBLIC INFORMATION: Vendor acknowledges that Travis County must comply with the requirements of the Texas Public Information Act ("TPIA") and decisions, opinions, and letter rulings related to it. Any request by Vendor for information to remain confidential will be granted only to extent the TPIA permits such confidentiality.

7.11 SEVERABILITY: If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement will remain valid and binding.

7.12 MEDIATION: In resolving a dispute arising under this Agreement, the parties agree to first use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive the confidentiality.

7.13 DISPUTES AND APPEALS: The Travis County Purchasing Agent acts as the County representative in issuing and administering this Agreement. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this Agreement. If Vendor

does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Vendor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Vendor's satisfaction, Vendor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Vendor then has the right to be heard by Commissioners Court.

7.14 FUNDING OUT: Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Vendor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

7.15 CERTIFICATION OF ELIGIBILITY: Vendor certifies that at the time of executing this Agreement, Vendor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Vendor is placed on the list during the term of this Agreement, Vendor will notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

7.16 SUBCONTRACTING: Vendor will not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. It is acknowledged by Vendor that no officer, agent, employee or representative of County has the authority to grant such approval or waiver unless expressly granted that authority by the Commissioners Court.

7.17 AMENDMENT. Only written instruments signed by both Travis County and Vendor may amend this agreement. **VENDOR ACKNOWLEDGES THAT NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO AMEND THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

7.18 ENTIRETY OF AGREEMENT: This Agreement and its attachments sets forth the sole, entire, and integrated Agreement between Travis County and Vendor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements either oral or written.

The parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

VENDOR

TRAVIS COUNTY, TEXAS

West

Date: _____

Cyd V. Grimes, C.P.M, CPPO
County Purchasing Agent

Date: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

Approved as to form:

Travis County Attorney

Date: _____

Attachment A

Attachment B

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proposer: _____
County of Proposer: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
April 9, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
Interim County Executive, Planning & Budget.....	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety.....	Roger Jefferies	

Director, Facilities Management Roger El Khoury, M.S., P.E.
 Chief Information Officer Tanya Acevedo
 Director, Records Mgmt & Communications Steven Broberg
 Travis County Attorney David Escamilla
 First Assistant County Attorney Steve Capelle
 Executive Assistant, County Attorney James Collins
 Director, Land Use Division Tom Nuckols
 Attorney, Land Use Division Julie Joe
 Attorney, Land Use Division Christopher Gilmore
 Director, Transactions Division John Hille
 Attorney, Transactions Division Daniel Bradford
 Attorney, Transactions Division Elizabeth Winn
 Attorney, Transactions Division Mary Etta Gerhardt
 Attorney, Transactions Division Barbara Wilson
 Attorney, Transactions Division Jennifer Kraber*
 Attorney, Transactions Division Tenley Aldredge
 Director, Health Services Division..... Beth Devery
 Attorney, Health Services Division..... Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III..... Shannon Pleasant, CTPM
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Sydney Ceder
 Purchasing Agent Assistant III..... Ruena Victorino*

Purchasing Agent Assistant III..... Rachel Fishback*
Purchasing Agent Assistant II..... Vacant
Purchasing Agent Assistant II..... L. Wade Laursen
Purchasing Agent Assistant II..... Sam Francis
HUB Coordinator..... Sylvia Lopez
HUB Specialist..... Betty Chapa
HUB Specialist..... Jerome Guerrero
Purchasing Business Analyst Scott Worthington
Purchasing Business Analyst Vacant

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant.....	Barbara Smith.....	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder	03/31/15

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any Key Contracting Person.

LIBRARY MAINTENANCE AGREEMENT

Library Maintenance Agreement between **Travis County Department** ("Subscriber") and **West, a Thomson Reuters business** ("West")

WHEREAS, West markets its print products to the legal profession;

WHEREAS, Subscriber currently subscribes to certain West print products;

WHEREAS, Subscriber desires to maintain its subscription to those titles to which it currently subscribes;

WHEREAS, Subscriber desires predictable monthly pricing for its West print product library;

WHEREAS, Subscriber further desires to better maintain and manage the costs of its West print products and West desires to assist and support Subscriber in managing its costs and subscriptions through this Library Maintenance Agreement ("Agreement");

NOW, THEREFORE, the parties agree as follows:

1. **Term and Termination.** This Agreement, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective on May 1, 2014 and shall continue in effect until April 30, 2017 (the "Term"). In the event the parties are not able to enter into a superseding Library Maintenance Agreement, the "Subscription Services" (as defined below) for the West print product titles on Exhibit 1 shall continue; all of which will be billed separately at then-current rates. Such Subscription Services may be cancelled at any time by West or cancelled upon written request by Subscriber at the address set forth in paragraph 5 herein. Information regarding the frequency and updates of the West print products is available from Subscriber's West sales representative.
2. **Monthly Fixed Charges.**
 - 2.1. For each month during the Term, Subscriber shall pay monthly fixed charges ("Monthly Fixed Charges"), as set forth below, for the charges associated with the West print product titles to which Subscriber currently subscribes ("Existing West Print Product Titles") as of the effective date of this Agreement. The Existing West Print Product Titles are set forth in Exhibit 1.
 - a) From May 1, 2014 through April 30, 2015 ("Period 1"), the Period 1 Monthly Fixed Charges shall be \$5,091.
 - b) From May 1, 2015 through April 30, 2016 ("Period 2"), the Period 2 Monthly Fixed Charges shall be \$5,345.
 - c) From May 1, 2016 through April 30, 2017 ("Period 3"), the Period 3 Monthly Fixed Charges shall be \$5,613.
 - 2.2. Exhibit 1 shall set forth existing West print product titles that shall be included under this Agreement and shall also set forth any applicable new West print product titles to be shipped to Subscriber and included under this Agreement. The Monthly Fixed Charges include all subscription service charges associated with the West print product titles in Exhibit 1 as well as all standard transportation and handling charges. The Monthly Fixed Charges shall not be reduced in the event Subscriber terminates any of its West print product subscriptions that are set forth in Exhibit 1 herein. "Subscription Services" consists of automatic shipments of updates and/or supplements to the service, including but not limited to, pocket parts, pamphlets, replacement volumes or loose-leaf pages. Print and CD-ROM products are shipped FOB origin. Transportation charges shall only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are not included in the Monthly Fixed Charges and are payable by Subscriber.
 - 2.3. Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, delete and add West print titles from the Existing West Print Product Titles from Exhibit 1 effective on the first day of the subsequent Period. In no event shall the value of the deleted and added West print products exceed 5% of the annualized Monthly Fixed Charge for the following Period; provided, however, in no event shall the Monthly Fixed Charges be less than the amounts set forth in paragraph 2.1 herein except in instances in which West Print Product titles listed on Exhibit 1 have ceased to be published by West as of the last day of such current Period. It shall be Subscriber's responsibility to retain termination notices and bring them to the swap event for consideration in the swap.
 - 2.4. In addition to paragraph 2.3, Subscriber may, at its option and upon 30 days prior written notice to West prior to the end of any Period and memorialized in a document that is executed by both parties, add additional West print product titles to Exhibit 1 and to the Monthly Fixed Charges effective on the first day of the subsequent Period. The Monthly Fixed Charges for the next Period and each remaining Period shall be increased to reflect the addition of the West print product titles to Exhibit 1.

3. **General Provisions.** This Agreement will be 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 Agreement is governed by the laws of the United States of America. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Any amendment to this Agreement must be in writing and signed by both parties. Subscriber will pay all invoices in full within 30 days of the date of the invoice. Neither this Agreement nor any part or portion may be assigned or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates.
4. **Confidentiality.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) regards any dealings or negotiations between the parties relating to this Agreement. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed. A party responding to such a request shall disclose that which is required by law and shall redact any information not required, specifically that information which is related to pricing and related West print products or West's proprietary information.
5. **Notices.** All notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

(Only Exhibit 1 follows and all blank space between this note and the exhibit is intentional.)

EXHIBIT 1

SP Customer #	SH Customer #	SH City	Sub Material #	Sub Material Description	Qty of Subs
1000081132	1000081132	AUSTIN	13514551	HANDLING MISDEMEANOR CASES 2D SUB	1
1000081132	1000081132	AUSTIN	11600353	LAFAVE SEARCH & SEIZURE SUB	1
1000081132	1000081132	AUSTIN	14850571	NEW: Texas Family Code Annotated with CD	4
1000081132	1000081132	AUSTIN	17108688	NEW: Texas PR V2A Courtroom Handbook	1
1000081132	1000081132	AUSTIN	11309098	NEW: Texas PR V7-8 Crim Forms Sub	1
1000081132	1000081132	AUSTIN	21044954	NEW: TX VERN STAT SUB	1
1000081132	1000081132	AUSTIN	39040705	SUP COURT REP SUB	1
1000081132	1000081132	AUSTIN	21118583	TX BUSINESS & COMMERCE CODE PAM SUB	1
1000081132	1000081132	AUSTIN	21024066	TX CIV PR & REMEDIES CODE SUB	4
1000081132	1000081132	AUSTIN	13510904	TX CIV PR SUB	1
1000081132	1000081132	AUSTIN	21064335	TX ESTATE CODE PAM SUB	7
1000081132	1000081132	AUSTIN	14850571	TX FAMILY CODE ANNO W/CD SUB	1
1000081132	1000081132	AUSTIN	21007609	TX FAMILY CODE PAM SUB	1
1000081132	1000081132	AUSTIN	14101005	TX FMS LEG & BUS SUB	1
1000081132	1000081132	AUSTIN	21085502	TX FMS SUB	1
1000081132	1000081132	AUSTIN	17371338	TX INSURANCE CODE PAM SUB	1
1000081132	1000081132	AUSTIN	13510785	TX JUR 3D COMPLETE SUB	1
1000081132	1000081132	AUSTIN	14100998	TX JUR P&P FMS 2D SUB	1
1000081132	1000081132	AUSTIN	13997676	TX LEG PR FMS SUB	1
1000081132	1000081132	AUSTIN	21069760	TX LOCAL GOVT CODE PAM SUB	1
1000081132	1000081132	AUSTIN	18529628	TX PR GENERAL INDEX SUB	1
1000081132	1000081132	AUSTIN	40575073	TX PR SUM JUDG/REL TERM SUB	1
1000081132	1000081132	AUSTIN	21047392	TX PR V11-14 METHODS PR SUB	1

1000081132	1000081132	AUSTIN	21119784	TX PR V1-2 RLS EVID SUB	6
1000081132	1000081132	AUSTIN	40038858	TX PR V15 FORECLOSURE SUB	1
1000081132	1000081132	AUSTIN	40785597	TX PR V16 ELEMENTS OF AN ACTION SUB	1
1000081132	1000081132	AUSTIN	21086649	TX PR V17-18 PROB SUB	1
1000081132	1000081132	AUSTIN	21086665	TX PR V19-20A BUSINESS SUB	1
1000081132	1000081132	AUSTIN	21022039	TX PR V21-21A PROPERTY TAX SUB	1
1000081132	1000081132	AUSTIN	11650849	TX PR V22-23A MUN LAW SUB	1
1000081132	1000081132	AUSTIN	11839658	TX PR V27-28 CONSUMER RIGHTS SUB	1
1000081132	1000081132	AUSTIN	14665189	TX PR V29-29A JUVENILE LAW SUB	1
1000081132	1000081132	AUSTIN	17108688	TX PR V2A COURTROOM HNDBK SUB	1
1000081132	1000081132	AUSTIN	17108688	TX PR V2A COURTROOM HNDBK SUB	1
1000081132	1000081132	AUSTIN	16317846	TX PR V33 FAM LAW HNDBK SUB	2
1000081132	1000081132	AUSTIN	21023065	TX PR V34 JURY CHARGE CIV LITIG SUB	1
1000081132	1000081132	AUSTIN	21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1
1000081132	1000081132	AUSTIN	21079456	TX PR V3-5A LAND TITLES SUB	1
1000081132	1000081132	AUSTIN	21018975	TX PR V37 WORKERS COMP SUB	1
1000081132	1000081132	AUSTIN	11627359	TX PR V40-43B CRIM PR & PROC SUB	1
1000081132	1000081132	AUSTIN	11627359	TX PR V40-43B CRIM PR & PROC SUB	1
1000081132	1000081132	AUSTIN	11650822	TX PR V44-44A MED MALPRACTICE SUB	1
1000081132	1000081132	AUSTIN	14050982	TX PR V45-46 ENVIR LAW SUB	1
1000081132	1000081132	AUSTIN	17133736	TX PR V47 DISC PR HNDBK SUB	1

1000081132	1000081132	AUSTIN	40083583	TX PR V48-48B HNDBK LAWYER ETHICS SUB	2
1000081132	1000081132	AUSTIN	40406920	TX PR V49 CONTRACT LAW SUB	1
1000081132	1000081132	AUSTIN	40736729	TX PR V50 TX DWI TRIAL PR MAN SUB	1
1000081132	1000081132	AUSTIN	40759321	TX PR V51 TEXAS ELDER LAW SUB	1
1000081132	1000081132	AUSTIN	21133558	TX PR V6 CRIM LAW SUB	7
1000081132	1000081132	AUSTIN	11309098	TX PR V7-8 CRIM FMS SUB	9
1000081132	1000081132	AUSTIN	11309098	TX PR V7-8 CRIM FMS SUB	1
1000081132	1000081132	AUSTIN	21093599	TX PR V9-10 WILLS SUB	2
1000081132	1000081132	AUSTIN	14691813	TX PROBATE CODE ANNO SUB	3
1000081132	1000081132	AUSTIN	39030043	TX SESSION LAWS SERV PAM DISCOUNTED SUB	1
1000081132	1000081132	AUSTIN	21085979	TX VERN RULES ANNO CIV SUB	5
1000081132	1000081132	AUSTIN	21066958	TX VERN STAT CIV V17A SUB	1
1000081132	1000081132	AUSTIN	21066966	TX VERN STAT CIV V17B SUB	1
1000081132	1000081132	AUSTIN	21081078	TX VERN STAT CIV V17C SUB	1
1000081132	1000081132	AUSTIN	21066494	TX VERN STAT PENAL V1 SUB	1
1000081132	1000081132	AUSTIN	41188408	TX VERN STAT PENAL V2 SUB	1
1000081132	1000081132	AUSTIN	21066508	TX VERN STAT PENAL V3 SUB	1
1000081132	1000081132	AUSTIN	40160235	TX VERN STAT PENAL V4 SUB	1
1000081132	1000081132	AUSTIN	41188403	TX VERN STAT PENAL V5 SUB	1
1000081132	1000081132	AUSTIN	21066524	TX VERN STAT PENAL V6 SUB	1
1000081132	1000081132	AUSTIN	21044954	TX VERN STAT SUB	3
1000081132	1000081132	AUSTIN	21044954	TX VERN STAT SUB	5
1000081133	1000081133	AUSTIN	40164526	TX CR S/F/L V1-3 SUB	2
1000081133	1000081133	AUSTIN	15347784	TX CR STATE V1 SUB	22
1000081133	1000081133	AUSTIN	14850571	TX FAMILY CODE ANNO W/CD SUB	2
1000081133	1000081133	AUSTIN	17108688	TX PR V2A COURTROOM HNDBK SUB	1

1000081133	1000081133	AUSTIN	17133736	TX PR V47 DISC PR HNDBK SUB	1
1000081133	1000081133	AUSTIN	21118680	TX PROPERTY CODE PAM SUB	1
1000081133	1000081133	AUSTIN	39030043	TX SESSION LAWS SERV PAM DISCOUNTED SUB	2
1000560804	1000560804	AUSTIN	21118583	TX BUSINESS & COMMERCE CODE PAM SUB	13
1000560804	1000560804	AUSTIN	21024066	TX CIV PR & REMEDIES CODE SUB	2
1000560804	1000560804	AUSTIN	21014974	TX CORP & PARTNERSHIP LAWS PAM SUB	10
1000560804	1000560804	AUSTIN	15347776	TX CR FEDERAL V2 SUB	2
1000560804	1000560804	AUSTIN	40277393	TX CR LOCAL V3 SUB	1
1000560804	1000560804	AUSTIN	15347784	TX CR STATE V1 SUB	2
1000560804	1000560804	AUSTIN	21007609	TX FAMILY CODE PAM SUB	3
1000560804	1000560804	AUSTIN	17371338	TX INSURANCE CODE PAM SUB	10
1000560804	1000560804	AUSTIN	21069760	TX LOCAL GOVT CODE PAM SUB	2
1000560804	1000560804	AUSTIN	21118680	TX PROPERTY CODE PAM SUB	7
1000672922	1000672922	AUSTIN	21053805	1985 FED TAX MANUAL WITH WESTLAW SUB	1
1000672922	1000672922	AUSTIN	17503732	ABA LEGAL ETHICS SUB	1
1000672922	1000672922	AUSTIN	14059521	ALR INDEX VOLS ONLY SUB	1
1000672922	1000672922	AUSTIN	21035157	BANKR CODE RULES & FMS PAM SUB	1
1000672922	1000672922	AUSTIN	16995356	BLACKS CRIM LAW TERMS HNDBK SUB	1
1000672922	1000672922	AUSTIN	40468084	CFR GEN INDEX SUB	1
1000672922	1000672922	AUSTIN	13975427	CLOSING ARGUMENT SUB	1
1000672922	1000672922	AUSTIN	21061301	FED CIV JUD PROC & RULES SUB	1
1000672922	1000672922	AUSTIN	21064637	FED CRIM CODE & RULES PAM SUB	1
1000672922	1000672922	AUSTIN	40301480	FED POSTCON REM & RELIEF HNDBK SUB	1

1000672922	1000672922	AUSTIN	21049689	FEDERAL SENTENCING GUIDE MANUAL SUB	1
1000672922	1000672922	AUSTIN	40529169	FJI CIVIL COMPANION HNDBK SUB	1
1000672922	1000672922	AUSTIN	40750918	FJI CRIM COMPANION HNDBK SUB	1
1000672922	1000672922	AUSTIN	13514268	FREEDOM INFO ACT SUB	1
1000672922	1000672922	AUSTIN	14854747	H-1B HNDBK SUB	1
1000672922	1000672922	AUSTIN	11592666	LAFAVE CRIM PROC SUB	1
1000672922	1000672922	AUSTIN	11600353	LAFAVE SEARCH & SEIZURE SUB	1
1000672922	1000672922	AUSTIN	13515507	LEGAL RIGHTS CHILDREN SUB	1
1000672922	1000672922	AUSTIN	21013714	MANUAL COMPLEX LITIGATION SUB	1
1000672922	1000672922	AUSTIN	13974455	MENTAL CAPACITY SUB	1
1000672922	1000672922	AUSTIN	21085979	NEW: TX VERN RULES ANNO CIV SUB	1
1000672922	1000672922	AUSTIN	18051703	TX ADMIN CODE GEN INDEX SUB	1
1000672922	1000672922	AUSTIN	21024066	TX CIV PR & REMEDIES CODE SUB	1
1000672922	1000672922	AUSTIN	13510696	TX CONSTRUCTION LAW SUB	1
1000672922	1000672922	AUSTIN	21014974	TX CORP & PARTNERSHIP LAWS PAM SUB	1
1000672922	1000672922	AUSTIN	40120951	TX CRIM OFFENSES & DEFENSES SUB	1
1000672922	1000672922	AUSTIN	14850571	TX FAMILY CODE ANNO W/CD SUB	2
1000672922	1000672922	AUSTIN	16883973	TX PG SUB (OLD)	1
1000672922	1000672922	AUSTIN	21119784	TX PR V1-2 RLS EVID SUB	2
1000672922	1000672922	AUSTIN	17108688	TX PR V2A COURTROOM HNDBK SUB	1
1000672922	1000672922	AUSTIN	11309098	TX PR V7-8 CRIM FMS SUB	2
1000672922	1000672922	AUSTIN	14691813	TX PROBATE CODE ANNO SUB	2
1000672922	1000672922	AUSTIN	40483765	TX RES CONSTR LAW PR & PROC SUB	1

1000672922	1000672922	AUSTIN	21085979	TX VERN RULES ANNO CIV SUB	4
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**West Library Maintenance Agreement
Billing Options**

The following outlines three billing options available to Library Maintenance Agreement (“LMA”) subscribers. Please select one.

Option A: Single Invoice

- One invoice is sent to the contracting main account representing all libraries/locations covered under the LMA.
- The master invoice shows shipping detail for each location during a given month.

Features:

- Allows for centralized management and control of print title costs within a large organization.
- Provides accurate valuation of the total print library on a monthly basis.
- Best implemented within organizations that do not require office-level budgeting.

Option B: Location-Level Invoice

- LMA Values are invoiced to each office location separately based upon a snapshot of print title inventory on a monthly basis and matched to the LMA Monthly Fixed Charges at the total subscriber level.
- The location-level invoice automatically adjusts to provide the most accurate valuation of print titles by location in a given month.

Features:

- Provides most accurate valuation of total library by location.
- Automatically adjusts for changes in library subscriptions and print title allocation.
- Location changes in LMA print title subscriptions can cause variance to location-level budgets.

Option C: Fixed Value by Location

- LMA values are established at the inception of the LMA at the location-level based upon the total library valuation at the beginning of the LMA.
- These amounts are fixed during the term of the LMA. If changes to the underlying library print titles subscriptions occur, Monthly Fixed Charges are NOT adjusted at the location level.

Features:

- Fixed LMA amounts allow for simpler budgeting.
- Because values are fixed, any changes within total print subscriptions may distort the LMA value for some locations.

If ‘Option C’ is chosen, please indicate where the invoice(s) should be sent:

One bill to the main location

Individual bill to each location

Library Administration Contact (please print name): _____

Title: _____

Telephone: _____

E-mail Address: _____

April 11, 2014

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE PURCHASE FROM WEST, A THOMSON REUTERS BUSINESS,
OF PRINT PUBLICATIONS FOR LEGAL RESEARCH

I certify that the purchase of print publications from West for legal research for Travis County Law Library constitutes a sole source exemption pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) for which competition is precluded, because the material accessed through these print publications for research services are protected by copyrights.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

(DATE)

(COUNTY JUDGE)

**ORDER EXEMPTING
PURCHASE OF PRINT PUBLICATIONS FROM WEST FOR LEGAL RESEARCH
FROM THE REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Records Management & Communications Resources Department and an Affidavit of Sole Source Exemption sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available, because this material accessed through these print publications are protected by copyrights.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of print publications from West are exempt from the requirements of the County Purchasing Act because the material accessed through these print publications for research services are protected by copyrights and can be obtained from only one source.

Signed and entered this ____ day of _____, 2014.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4



MEMORANDUM

Travis County RMCR
Records Management
& Communication
Resources

700 Lavaca, Suite 330
P.O. Box 1748
Austin, TX 78767

512.854.9575
Fax: 512.854.4560

Services:

Travis County Archives
512.854.4675
Fax: 854.4560

Imaging Lab
512.854.9061
Fax: 854.4560

Information Booth
512.854.9000
Fax: 854.9887

Law Libraries
512.854.8677
Fax: 512.854.9887

Legal Self-Help Center
512.854.9019
Fax: 854.9082

Media Services/TCTV-17
TravisCountyTV.org
512.854.9503
Fax: 854.4560

Mail Services
512.854.9528
Fax: 854.4560

Offsite Storage
512.854.5865
Fax: 854.9062

Print Shop
512.854.9104
Fax: 854.9105

To: Scott Wilson, Purchasing Agent Assistant IV

From: Steven Broberg, Director of RMCR

Date: April 10, 2014

Re: West Library Maintenance Agreement

Thank you for your work on the Library Maintenance Agreement.

With this contract, Law Library users will continue to have access to West Publishing print materials but for about \$5,100 less per year the first year, \$5,340 the second year, and \$5,600 less the third year.

As in past Thomson-Reuters/West Publishing contracts, the Library Maintenance Agreement should be sole-source. The publisher's print titles are copyrighted and available only from Thomson Reuters West Publishing.



Greg Dunn
Sales Consultant

Phone: 612-618-2167
Email: Greg.Dunn@thomsonreuters.com

February 2nd, 2014

Travis County
Commissioners Court
Austin, TX 78701

RE: Sole Source Designation

Dear Travis County Commissioners Court,

West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 140 years. We are pleased to have the opportunity to provide you with information concerning West print publications.

This letter is to confirm West's status as the sole publisher for the following print publication(s):

- ABA Legal Ethics
- American Law Reports Index
- Bankruptcy Code Rules & Forms Pamphlet
- CFR General Index
- Closing Argument
- Fed Civil Judicial Procedure & Rules
- Fed Criminal Code & Rules Pamphlet
- Fed Jurisprudence Instructions Civil Companion Handbook
- Fed Jurisprudence Instructions Criminal Companion Handbook
- Fed Postconviction Remedies & Relief Handbook
- Federal Sentencing Guide Manual
- Freedom Information Act
- H-1b Handbook
- Handling Misdemeanor Cases 2d
- Lafave Criminal Procedure
- Lafave Search & Seizure
- Legal Rights Children
- Mental Capacity
- Supreme Court Reporter
- Texas Administrative Code General Index
- Texas Business & Commerce Code
- Texas Civil Practice & Remedies Code
- Texas Civil Practice McDonald & Carlson
- Texas Construction Law
- Texas Corp & Partnership Laws Pamphlet
- Texas Court Rules Federal V2

- Texas Court Rules State V1
- Texas Criminal Offenses & Defenses
- Texas Estates Code Pamphlet
- Texas Family Code Annotated with CD State/Federal
- Texas Family Code Pamphlet
- Texas Forms Legal & Business
- Texas Forms
- Texas Insurance Code Pamphlet
- Texas Jurisprudence 3d Complete
- Texas Jurisprudence Pleading & Practice Forms 2d
- Texas Legislative Practice Forms
- Texas Local Govt. Code Pamphlet
- Texas Practice General Index
- Texas Practice Summary Judgment & Related Terminations Motions
- Texas Practice V. 01-2 Rules of Evidence
- Texas Practice V. 02a Courtroom Handbook
- Texas Practice V. 03-5a Land Titles
- Texas Practice V. 06 Criminal Law
- Texas Practice V. 07-8 Criminal Forms
- Texas Practice V. 09-10 Wills
- Texas Practice V. 11-14 Methods Practice
- Texas Practice V. 15 Foreclosure
- Texas Practice V. 16 Elements of an Action
- Texas Practice V. 17-18 Probate and Decedents' Estate
- Texas Practice V. 19-20a Business
- Texas Practice V. 21-21a Property Tax
- Texas Practice V. 22-23a Municipal Law
- Texas Practice V. 27-28 Consumer Rights
- Texas Practice V. 29-29a Juvenile Law
- Texas Practice V. 33 Family Law Handbook
- Texas Practice V. 34 Jurisprudence Charge Civil Litigation
- Texas Practice V. 35-36a County & District Law
- Texas Practice V. 37 Workers Comp
- Texas Practice V. 40-43b Criminal Pr & Procedure
- Texas Practice V. 44-44a Medical Malpractice
- Texas Practice V. 45-46 Environmental Law
- Texas Practice V. 47 Discovery Practice Handbook
- Texas Practice V. 48-48b Handbook Lawyer Ethics
- Texas Practice V. 49 Contract Law
- Texas Practice V. 50 Texas DWI Trial Practice Manual
- Texas Practice V. 51 Texas Elder Law
- Texas Probate Code Annotated (Johanson's)
- Texas Property Code Pamphlet
- Texas Residential Construction Law Practice & Procedure
- Texas SESSION LAWS SERV PAMPHLET DISCOUNTED
- Texas Vernon Rules Annotated Civil
- Texas Vernon's Statute Civil V17a (Probate)
- Texas Vernon's Statute Civil V17b (Probate)
- Texas Vernon's Statute Civil V17c (Probate)
- Texas Vernon's Statute Penal Code V1-6
- Texas Vernon's Statute Annotated

If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Greg Dunn