



THOMSON REUTERS™

Order Form

Contact your representative Liz.Walgrave@thomsonreuters.com with any questions. Thank you.

Order ID: **800252**

Subscriber Information

Account Address:

Account #: **1000308308**
HIDALGO COUNTY DISTRICT
ATTORNEY
100 N CLOSNER BLVD 3RD FL
EDINBURG, TX 78539
US
956-318-2300

Shipping Address:

Account #: **1000308308**
HIDALGO COUNTY DISTRICT
ATTORNEY
100 N CLOSNER BLVD 3RD FL
EDINBURG, TX 78539
US
956-318-2300

Billing Address:

Account #: **1000308308**
HIDALGO COUNTY DISTRICT
ATTORNEY
100 N CLOSNER BLVD 3RD FL
EDINBURG, TX 78539
US
956-318-2300

AT 2:00 FILED 9
O'CLOCK P M
JUL 11 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *NCC* DEPUTY

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".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term and Increase
41940138	Government Collection (Westlaw PRO™) (Banded) See Attachment for Select Product details	5	Atty(s)	36	Year2-3% Year3-3%

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

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.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$532.00

Estimated total Monthly Charges for the initial 12 months: \$532.00

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

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.

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.

- 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
- Campus Research
- ProView eBooks

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

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. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords

for non-attorneys.

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.

- 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
- Campus Research
- ProView eBooks

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

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

Signature for Order ID: 800252

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.

Ramon Garcia

Signature of Authorized Representative for order

Ramon Garcia

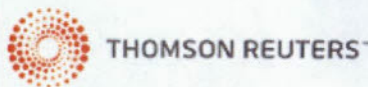
Printed Name

Hidalgo County Judge

Title

7/7/16

Date



Attachment

Contact your representative Liz.Walgrave@thomsonreuters.com with any questions. Thank you.

Order ID: **800252**

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**

Account Number: **1000308308**

Shipping Information:

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

Additional Information

Created By: **0141816**

Order Source: **27**

Revenue Channel: **01**

Order Date: **6/14/2016 9:53:43 AM**

P.O. Number:

Additional Data B: **5**

Product and User Details

Banded Products for all users below

41940138 Government Collection (Westlaw PRO™) (Banded)

User	Position	Email
Jonathan Almanza	Attorney	jonathan.almanza@da.co.hidalgo.tx.us
Victor M Garza	Attorney	
Josephine Ramirez	Attorney	
Isaac Sulemana	Attorney	isaac.sulemana@da.co.hidalgo.tx.us
Erin Thorn	Attorney	

CustomPro Product Details

Material ID	Description
40982568	Primary Law with KeyCite®: All — Texas (WestlawNext™)
41933476	Govt Plt - National Core
41931317	Govt Plt - Premium Analytical

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Obdett	Calzada	obdett.calzada@da.co.hidalgo.tx.us	Order Confirmation Contact	28
Obdett	Calzada	obdett.calzada@da.co.hidalgo.tx.us	Primary Password Contact	24
Obdett	Calzada	obdett.calzada@da.co.hidalgo.tx.us	Quickview Contact	Quickview

Office Use Only

- Exception Approval Code:E405422
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=5f2e60642681465ea23b86e95a0e3e2b&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=d37c8240d49444f6aeb6e60d4ac8f200&isofview=yes>

THOMSON REUTERS – WEST PUBLISHING CORP.

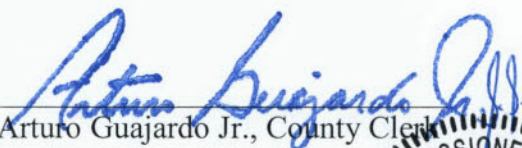
Hidalgo County for DISTRICT ATTORNEY OFFICE

ONLINE SUBSCRIPTION AGREEMENT

Approved in CC on July 6, 2016

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Arturo Guajardo Jr., County Clerk





**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING**

**July 6, 2016
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. ✓ **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. ✓ **2016 Intradepartmental transfers:**

- A. AI-55296 2016 - Fire Marshal (1100)
- B. AI-55288 2016 - Facilities Management CO Wide (1100)
- C. AI-55286 2016 - PCT3 (1200)
- D. AI-55250 2016 - Pct.1 R&B (1200)
- E. AI-55249 2016 - Pct 2 Rd Maint (1200)
- F. AI-55229 2016 - Health & Human Services Dept. / H.D. Adm (1293)
- G. AI-55244 2016 - WIC (1292)
- H. AI-55233 2016 - WIC Lactation Services (1292)
- I. AI-55230 2016 - Pct. 3 Sanitation (1100)
- J. AI-55214 2016 - Imm Div Local (1293)

Approved

CC CONSENT AGENDA 07/06/16

Meeting. (PO#733569).

- D. **AI-55262** Approval of the following for 2GS, LLC, dba Earthworks Enterprise for the Pct. 2 Eldora Road project, as submitted and recommended by project engineer, Jose N. Saldivar, PE for contract # C-16-061-01-19: 1. Application for Final Payment in the amount of \$58,983.36; 2. Acceptance of Certificate of Substantial Completion reflecting the date of June 20,2016;
- E. **AI-55271** Requesting authority to exercise the second (2nd) of two (2) one (1) year extensions as provided in benefit agreement #C-14-054-08-12 for "Pre-Paid (Post Tax) Voluntary Legal Services Program" for Hidalgo County under the same rates, terms, and conditions renewal/extension effective August 20, 2016 through August 19, 2017.
- F. **AI-55243** Approval of Application for Payment No. 3 in the amount of \$132,658.48 for 2GS, LLC, contracted vendor for Heidelberg Subdivision (Pct. 1) as submitted by project engineer LeFevre Engineering & Management Consulting, LLC (C-CAP-15-257-10-06).
- G. **AI-55241** Approval of the following for 2GS, LLC, contracted vendor for Tijerina Estates Subdivision (Pct. 1) as submitted by project engineer Hidalgo County Drainage District No. 1:
 1.) Application for Payment No. 3 Release of Retainage in the amount of \$20,361.10; &
 2.) Certificate of Completion dated 05-26-16.
- H. **AI-55200** Requesting authority to advertise and approval of procurement packet drafted and developed by project engineer, LeFevre Engineering [i.e. plans, specifications, with legal notices supplied by Purchasing Dept. as approved by HC, etc.] as attached hereto for: "Goolie Rd Paving Improvements" including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required.
- I. **AI-55222** Approval of payment for Invoice #001 in the amount of \$14,574.00 for professional services, submitted by project architect, The Warren Group Architects Inc. through Contract C-15-159-09-15 for the Pct. #2 Countywide Mechanic Shop Facility Project.
- J. **AI-55221** Requesting authority to purchase and enter into a (36) monthly subscription agreement for the (Online Services) with Thomson Reuters-West Publishing Corporation and authority to execute required agreement for the District Attorney's Office through the following requisition #301487 at \$532.00 per month. Starting as per Commissioners Court approval through the following accounts:
 (6-1100-412-00-080-013-0-340 & 6-1100-412-00-080-002-0-340) and subject to compliance to HB23 &/or HB1295 when and if applicable.
- K. **AI-55238** Approval of payment of Invoice# 20162764-\$140,110.00 as submitted by TEDSI Infrastructure Group for the provision of professional engineering services from April 13 through May 31, 2016 in connection to Contract# C-08-

✓
 B.S.
 7/6/16

AI-55221
CC CONSENT

Purchasing Department 12. I.

Meeting Date: 07/06/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase and enter into a (36) monthly subscription agreement for the (Online Services) with Thomson Reuters-West Publishing Corporation and authority to execute required agreement for the District Attorney's Office through the following requisition #301487 at \$532.00 per month. Starting as per Commissioners Court approval through the following accounts: (6-1100-412-00-080-013-0-340 & 6-1100-412-00-080-002-0-340) and subject to compliance to HB23 &/or HB1295 when and if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016	ACCT. #: 6-1100-412-00-080-013-0-340
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?: No
BUDGETARY IMPACT:	

FISCAL YEAR: 2016	ACCT. #: 6-1100-412-00-080-002-0-340
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?: No
BUDGETARY IMPACT:	

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
No fiscal impact at this time, pending funding schedule for 7/6/2016 AI-55160 (6-1100-412-00-080-002-0-340)	

Attachments

- [Requisition Agreement](#)
- [Legal's Approval](#)
- [HB 1295 Request FORM](#)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/30/2016 10:52 AM
Budget & Management	Veronica Ortiz	06/30/2016 01:07 PM
Final Approval		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation
EAGAN, MN United States

Certificate Number:
2016-78832

Date Filed:
06/30/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County District Attorney's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-278
Westlaw

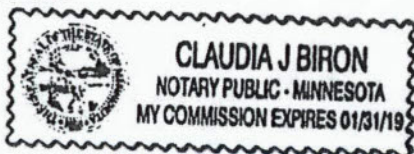
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



John Nelson

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John S. Nelson, this the 30th day of June, 2016, to certify which, witness my hand and seal of office.

Claudia J. Biron
Signature of officer administering oath

Claudia J Biron
Printed name of officer administering oath

Executive Assistant
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

West Publishing Corporation
EAGAN, MN United States

Certificate Number:
2016-78832

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County District Attorney's Office

Date Filed:
06/30/2016

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07/01/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-278
Westlaw

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

(956) 292-7604, Ext. 8086
(956) 318-2078, Fax
obdett.calzada@da.co.hidalgo.tx.us

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

----- Forwarded message -----

From: **Josephine Ramirez** <josephine.ramirez@da.co.hidalgo.tx.us>
Date: Tue, Jun 28, 2016 at 4:58 PM
Subject: Re: DA's Thomson Reuters Agreement & Legals Approval Attached
To: Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us>

I have reviewed the revised agreement and approve as to the form of the agreement.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Tue, Jun 28, 2016 at 4:25 PM, Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us> wrote:

Good afternoon Josie,

Can you please approve as to form the attached agreement.

Thank you,

Obdett Z. Calzada