



THOMSON REUTERS

### Order Form

Order ID: Q-00493754

Contact your representative [pam.myers@thomsonreuters.com](mailto:pam.myers@thomsonreuters.com) with any questions. Thank you.

#### Account Address

Account #: 1000308308  
HIDALGO COUNTY DA  
CIVIL DIVISION  
100 E CANO ST  
EDINBURG TX 78539-4582 US

#### Shipping Address

Account #: 1000308308  
HIDALGO COUNTY DA  
CIVIL DIVISION  
100 E CANO ST  
EDINBURG TX 78539-4582 US

#### Billing Address

Account #: 1000308308  
HIDALGO COUNTY DA  
CIVIL DIVISION  
100 E CANO ST  
EDINBURG, TX 78539-4582 US

ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY TEXAS  
DEPUTY

JUL 09 2019

FILED  
AT 12:50 O'CLOCK P.M.

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	\$1,036.75	36	5%

#### 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 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.

**Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**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, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**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, TREWS, Peer Monitor, and Data Privacy Advisor 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.** 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 non-government entity, 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 United States Federal Government 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.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.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>.

The 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, 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-PST.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

AUTHORIZED WEST REPRESENTATIVE  
Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

**Acknowledgement: Order ID: Q-00493754**

*Richard F. Cortez*

Signature of Authorized Representative for order

*Richard F. Cortez*

Printed Name

*County Judge*

Title

Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: *7/19/19*

This Order Form will expire and will not be accepted after 7/12/2019.



THOMSON REUTERS

# Attachment

# Order ID: Q-00493754

Contact your representative karl.pollard@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000308308

**Order Confirmation Contact (#28)**

Contact Name: OBDETT CALZADA  
Email: obdett.calzada@da.co.hidalgo.tx.us

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

#### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000308308	HIDALGO COUNTY DA	100 E CANO ST EDINBURG TX 78539-4582 US	New

#### ProFlex Product Details

Quantity	Unit	Service Material #	Description
7	Attorneys	42077755	Gvt - Analytical Plus for Government
7	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)
7	Attorneys	42077751	Gvt - National Primary Core
7	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

#### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
OBDETT	CALZADA	obdett.calzada@da.co.hidalgo.tx.us	EML PSWD CONTACT

#### Lapsed Products

Sub Material	Active Subscription to be Lapsed
41940139	Government Plan 501-525 (Westlaw PRO™)

Lease and/ or Service Agreement

Thomson Reuters-West Publishing Corporation  
Company's Name: \_\_\_\_\_

District Attorney's Office  
Department: \_\_\_\_\_

AI- 71039 Approval through CC on: 07/01/19

ATTEST:

By:  

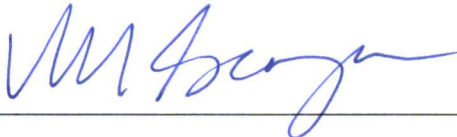
Arturo Guajardo Jr., County Clerk

Date: 07/01/19

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: 

Victor M. GARZA, Assistant District Attorney

Civil Litigation Division

## Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

### **Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?**

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

A. AI-71039 Hidalgo County District Attorney:

*DRS*

**APPROVED**

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 a required agreement for the District Attorney's Office through the Project # 2019-199 at \_\_\_\_\_per month. Subject to legal approval

B. AI-71067 Acceptance and approval of "First Amendment" to the Interlocal Cooperation Agreement [C15-269-07-21] between Hidalgo County and Cameron County for the purpose of "Housing of Inmates" (including transportation) at a rate of \$60.00 dollars per inmate.

C. AI-71102 Requesting approval of Change Order No. 1 (C-18-199-02-12) with Texas Cordia Construction, LLC for the Hidalgo County Precinct #2 -Regional Linear Park Project - Section 2 (from Ridge Road to Hall Acres Road) as recommended by project engineer, Saul Muñoz, P.E..

D. AI-71041 Pct. 1 (1351):  
Requesting approval to pay invoice #00025150 in the amount of \$5,498.50 for professional engineering services rendered in connection with the Sunset Park Operations Facility-WA#1, as submitted by Halff Associates, Inc.

E. AI-71051 Pct. #1 (1353):  
Requesting approval to pay Payment Application No.001 in the amount of \$12,000.00 for services rendered in connection with the Tax Office Substation as submitted by Erickson Construction, Inc.

F. AI-71047 Pct. 1 (1351):  
Requesting approval to pay invoice #00024027 in the amount of \$12,010.00 for professional engineering services rendered in connection with the Sunset Park Operations Facility-WA#1, as submitted by Halff Associates, Inc.

G. AI-70878 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice and draft agreement etc.) as attached hereto for Hidalgo County - "Lease of Office Space - Mcallen Area" through RFB No.: 2019-175-00-00-TDL including the re-advertisement if/when required.

H. AI-70915 Requesting to exercise the 3rd extension as provided in the current contract agreement C-17-048-04-05, under the same rates, terms, and conditions with Richard A. Garza, BIC Development Corporation for the Lease of Office Space for off-premises Storage Area Effective October 01, 2019- thru September 30, 2020.

I. AI-70982 Requesting approval of payment for the following invoice listed below submitted by the project engineer, B2Z Engineering, LLC., for engineering services provided for the Hidalgo County Sheriff's Office Detention Barracks Project:

Invoice Date	Invoice #	Amount	PO#
06/03/2019	20156	\$6,205.74	789844

J. AI-71005 Veteran's Service Office:

AI-71039

Purchasing Department 10. A.

CC CONSENT SPECIAL

District Attorney

Meeting Date: 07/01/2019

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Hector Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Hidalgo County District Attorney:

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 a required agreement for the District Attorney's Office through the Project # 2019-199 at \_\_\_\_\_ per month. Subject to legal approval

**BACKGROUND**

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**Fiscal Impact**

CALENDAR YEAR: 2019

ACCT. #: 9-1100-412-00-080-002-0-340

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

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**Attachments**

Exempt from HB 1295

Agreement

legal

backup

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**Form Review**

**Inbox**

Purchasing - Internal

Final Approval

Form Started By: Hector Garcia

Final Approval Date: 06/28/2019

**Reviewed By**

Marty Salazar

Monica Salinas

**Date**

06/27/2019 05:13 PM

06/28/2019 08:04 AM

Started On: 06/26/2019 10:26 AM



Monica Salinas <monica.salinas@co.hidalgo.tx.us>

**Fwd: Renewal of agreement- West Publishing Corporation Thompson Reuters Westlaw**

1 message

**Victor Garza** <victor.garza@da.co.hidalgo.tx.us>  
To: Monica Badillo <monica.salinas@co.hidalgo.tx.us>

Fri, Jun 28, 2019 at 2:55 PM

**Victor M. Garza**  
*Assistant District Attorney*  
Civil Division  
**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 East Cano Street  
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185  
(956) 292-7619 FAX  
victor.garza@da.co.hidalgo.tx.us

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

From: **Victor Garza** <victor.garza@da.co.hidalgo.tx.us>  
Date: Fri, Jun 28, 2019 at 2:48 PM  
Subject: Re: Renewal of agreement- West Publishing Corporation Thompson Reuters Westlaw  
To: Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us>  
Cc: ramirez, josephine <josephine.ramirez@da.co.hidalgo.tx.us>

Rosie,

Our office has reviewed the Thomson Reuters Westlaw Proflex Order Form, and at this time have no additional questions or concerns. As such the it is approved as to form.

Respectfully,

**Victor M. Garza**  
*Assistant District Attorney*  
Civil Division  
**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 East Cano Street  
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185  
(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

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On Thu, Jun 27, 2019 at 3:35 PM Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> wrote:

Good afternoon Josie/ Victor,

Attached for your review and approval as to form is the agreement for the renewal of the District Attorney's Office West Publishing Corporation Thompson Reuters Westlaw online subscription.

Thank you.

Sincerely,

Rosalinda Cantu

Director of Administration  
Hidalgo County  
Office of the Criminal District Attorney  
100 E. Cano, Courthouse Annex III, 2nd Floor  
Edinburg, Texas 78539  
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078  
rosalinda.cantu@da.co.hidalgo.tx.us

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Zimbra

hector.garcia1@co.hidalgo.tx.us

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**Re: DA's Office- Request for new Thomson Reuters (CLEAR) Agreement to be placed on agenda**

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**From :** Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us> Fri, May 31, 2019 02:48 PM  
**Subject :** Re: DA's Office- Request for new Thomson Reuters (CLEAR) Agreement to be placed on agenda  
**To :** dina trevino <dina.trevino@co.hidalgo.tx.us>  
**Cc :** betsy roque <betsy.roque@co.hidalgo.tx.us>, rosalinda cantu <rosalinda.cantu@da.co.hidalgo.tx.us>, Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>, hector garcia1 <hector.garcia1@co.hidalgo.tx.us>

Ms. Dina,

Please see email response from Government CLEAR Specialist in regards to form 1295. Thank you.

Have a great weekend.

Obdett Z. Calzada

Projects Coordinator  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

Hidalgo County, Texas

100 East Cano Street

Edinburg, TX 78539

(956) 292-7604, Ext. 8086

(956) 318-2078, Fax

[obdett.calzada@da.co.hidalgo.tx.us](mailto:obdett.calzada@da.co.hidalgo.tx.us)

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

From: **Keene, Kyle (Government)** <kyle.keene@thomsonreuters.com>

Date: Fri, May 31, 2019 at 1:51 PM

Subject: RE: CLEAR Agreement

To: Obdett Calzada <obdett.calzada@da.co.hidalgo.tx.us>

Hi Ms. Calzada,

I recently worked through this while working through then renewal for the Hidalgo County Sheriff's Office. We do not complete this form because it is no longer required. A revision to the law went into effect as of January 1st, 2018, which made publicly traded companies exempt from this requirement.

"As of Jan 1, 2018, West no longer needs to complete Form 1295 as West qualifies for an exemption under TX Government Code Sec. 2252.908 (c)(4)."