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Strategic Finance
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October 17, 2016

1000115690
County of Fort Bend - Commissioners Court on behalf of the
Office of the District Attorney and County Attorney
301 Jackson St Rm 101
Richmond, TX 77469

To Whom It May Concern:

This document serves to memorialize the agreement between County of Fort Bend - Commissioners Court on behalf of the Office of the District Attorney and County Attorney ("Subscriber") and West, a Thomson Reuters business ("West") regarding the modification to the Special Offer Amendment to Subscriber Agreement ("Amendment") currently in effect between Subscriber and West. Capitalized terms used, but not defined herein, will have the meanings given to them in the Subscriber Agreement and/or the Amendment.

The Term of the Amendment will be extended through November 30, 2016.

The Monthly Guarantee will remain unchanged.

Except as expressly provided herein, all other terms and conditions of the Amendment will remain unchanged. Please have this document signed by an authorized representative of Subscriber and returned to West, on or before October 27, 2016 at 7:00 p.m. CT.

West, a Thomson Reuters business

Accepted By _____

Title _____

Date _____

Date and Time Received by West

**County of Fort Bend - Commissioners Court on behalf of
the Office of the District Attorney and County Attorney**

Signed _____

Name (please print) _____

Title _____

Date _____



**ADDENDUM TO STATE OF TEXAS –
COUNCIL ON COMPETITIVE GOVERNMENT COMPUTER
ASSISTED LEGAL AND INVESTIGATIVE RESEARCH SERVICES
CONTRACT RFP#CCG-CALIR-2010.001**

Special Offer Addendum ("Addendum") to the Contract between County of Fort Bend – Commissioner's Court on behalf of the Office of the County Attorney and District Attorney ("Subscriber") and West, a Thomson Reuters business ("West") as follows:

1. **Effect of Addendum.** The underlying Contract and Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), including all schedules thereto (the "Contract"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Contract shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Contract. This Addendum embodies the entire understanding between the parties with respect to the subject matter of this Addendum and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Contract and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control. Any modification to the terms and conditions of this Addendum must be in writing and signed by both parties.

2. **Term and Termination.**

2.1 The parties agree that West Order Form that is currently in effect between the parties shall terminate as of the effective date of this Addendum. The Contract and this Addendum, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on November 1, 2013. This Addendum shall continue in effect through October 31, 2016 (the "Term"). Notwithstanding the foregoing, this Addendum shall terminate simultaneously with termination of the Contract. During the Term, Subscriber agrees not to exercise its right to terminate the Contract for any reason other than a material breach by West, except as set forth in paragraph 7 herein.

2.2 The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Addendum, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to mergers, acquisitions, significant increase in the number of attorneys, owners, partners, associates, staff attorneys or accounting professionals, divestitures or downsizing.

2.3 In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term,

continuing thereafter until a superseding Addendum is executed by the parties.

3. **Special Offer.**

3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:

- From November 1, 2013 through October 31, 2014 ("Period 1"), the Period 1 Monthly Guarantee shall be \$5,100.
- From November 1, 2014 through October 31, 2015 ("Period 2"), the Period 2 Monthly Guarantee shall be \$5,304.
- From November 1, 2015 through October 31, 2016 ("Period 3"), the Period 3 Monthly Guarantee shall be \$5,516.

3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee ("Included Charges"):

- WestlawNext platform (not all content and Features are accessible via WestlawNext)
- Primary Law Plus with KeyCite: All—Texas Library Databases
- Corpus Juris Secundum Library Databases
- Texas Practice Series Library Databases
- Texas Practice Guide Library Databases
- Graphical Statutes, PastStat Locator, State Legislative History Bundle—Texas Library Databases
- Appellate Court Briefs—Texas Library Databases
- All Analytical Library Databases
- Analytical—Texas Library Databases
- All Primary Law Library Databases (including Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations, State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations, Online Citation Checking (including KeyCite), Offline Transmission, Alert Services (WestClip and KeyCite Alert) and Offline Automated Citation Checking via WESTCheck and including QuoteRight)

- 3.3 All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current applicable Schedule A rates, located at <http://legalsolutions.com/plan-l-f-corporations> ("Excluded Charges"). The Monthly Subscription Charges and Monthly Minimum shall be waived. West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.
4. **Print Products.** During the Term of this Amendment, Subscriber shall receive a 50% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on Exhibit 1 hereto; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraph 3 herein. During the Term Subscriber agrees not to terminate its subscriptions to the West print products set forth on Exhibit 1. At the end of the Term, Subscriber shall be billed at then-current rates for all of its West print product subscriptions.
5. **Subscriber's Offices.** This Addendum shall be effective for Subscriber's offices as outlined on Exhibit 2.
6. **Support and Training.** Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:
- (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
 - (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
 - (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.
7. **Non-Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under this Amendment, or if Subscriber receives a lawful order issued in or for any fiscal year during the Term of this Amendment that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the service and the Subscriber Agreement and this Amendment, 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. Any termination hereunder will be effective on the first day of the month following such 30 days notice.

8. **Confidential Information of West.** 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 Addendum, or (ii) regards any dealings or negotiations between the parties relating to this Addendum. 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.

West, a Thomson Reuters business

By *[Signature]*

Title *Assistant District Attorney*

Date *18 October 2013*

Date and Time Received by West in St. Paul, Minnesota:

County of Fort Bend - Commissioner's Court on behalf of the Office of the County Attorney and District Attorney

By (signature) *[Signature]*

Name (please print) *Robert E. Hebert*

Title *County Judge*

Date *October 22, 2013*

Firm Name *Fort Bend County*

Subscriber's Address *301 Jackson Street*
Richmond, TX 77469

Contact Name _____

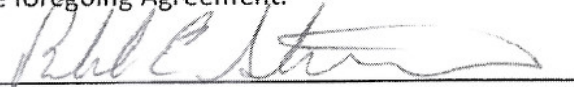
Telephone Number _____

This offer expires October 29, 2013 at 7:00 p.m. CT.

MAM
10/14/2013

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 61,200.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT I

Sold-To Customer	Ship-To Customer	Product #	Product Description	SAP Qty
1000115690	1000115690	11309098	TX PR V7-8 CRIM FMS SUB	1
1000115690	1000115690	11627359	TX PR V40-43B CRIM PR & PROC SUB	1
1000115690	1000115690	13514284	GRAND JURY LAW & PR SUB	1
1000115690	1000115690	13517291	SEARCH PUBLIC SCH CHECKLISTS SUB	1
1000115690	1000115690	14665189	TX PR V29-29A JUVENILE LAW SUB	1
1000115690	1000115690	14850571	TX FAMILY CODE ANNO W/CD SUB	1
1000115690	1000115690	14850571	TX FAMILY CODE ANNO W/CD SUB	2
1000115690	1000115690	14850571	TX FAMILY CODE ANNO W/CD SUB	2
1000115690	1000115690	14850571	TX FAMILY CODE ANNO W/CD SUB	1
1000115690	1000115690	14850571	TX FAMILY CODE ANNO W/CD SUB	3
1000115690	1000115690	15347784	TX CR STATE V1 SUB	2
1000115690	1000115690	16317846	TX PR V33 FAM LAW HNDBK SUB	1
1000115690	1000115690	17108688	TX PR V2A COURTROOM HNDBK SUB	1
1000115690	1000115690	17133736	TX PR V47 DISC PR HNDBK SUB	1
1000115690	1000115690	21044954	TX VERN STAT SUB	1
1000115690	1000115690	21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1
1000115690	1000115690	21085979	TX VERN RULES ANNO CIV SUB	1
1000115690	1000115690	21119784	TX PR V1-2 RLS EVID SUB	1
1000115690	1000115690	21133558	TX PR V6 CRIM LAW SUB	1
1000115690	1000115690	40083583	TX PR V48-48B HNDBK LAWYER ETHICS SUB	1
1000115690	1000115690	40164526	TX CR S/F/L V1-3 SUB	2
1000115690	1000150040	16883973	TX PG SUB (OLD)	1
1000115690	1000150040	21044954	TX VERN STAT SUB	1
1000115690	1000150040	21056626	TX PR V35-36A COUNTY & DIST LAW SUB	1
1000115690	1000150040	21085979	TX VERN RULES ANNO CIV SUB	1
1000115690	1000150040	40164526	TX CR S/F/L V1-3 SUB	1

Handwritten signature

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Addendum

✓
_____ **Default**

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **As Is**

Subscriber's current billing arrangement should remain unchanged.

_____ **Alternative # 2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative # 3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges. however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

Customer Billing Address

Account #: 1000115690 FORT BEND COUNTY DISTRICT ATTORNEY LAURA JOHNSON 301 JACKSON ST RM 101 RICHMOND TX 77469 US 281-341-4460

Customer Shipping Address

Account #: 1000115690 FORT BEND COUNTY DISTRICT ATTORNEY LAURA JOHNSON 301 JACKSON ST RM 101 RICHMOND TX 77469 US 281-341-4460

Customer Account Address

Account #: 1000115690 FORT BEND COUNTY DISTRICT ATTORNEY LAURA JOHNSON 301 JACKSON ST RM 101 RICHMOND TX 77469 US 281-341-4460

Payment Information

Payment Method: WestAccount

Account Number: 1000115690

Shipping Information

FREE Ground Shipping - U.S. Only

Contact Information:

Ordered By: 0043595

Customer Name: Paul Stewart

Customer Email Address: stewartpau@co.fort-bend.tx.us

Order Source: 27

Revenue Channel: 01

Order Date: 9/14/2010 10:54:13 AM

P.O. Number:

Internal Comments:

Additional Contract Information included on Order. See below.

An order was placed for the following items:

Renewal Items

Product	Material ID	Current Monthly Charge*	Renewal Term	% Increases during Renewal Term	Program Details	Program Code
WESTLAW SELECT	40583985	4182.66	36 Months	5% yr 1 5% yr 2 5% yr 3		

Subscriber agrees to commit to the additional months that appear in the "Renewal Term" column above. The maximum per cent increase for the Monthly WestlawPRO Charges during the Renewal Term appear in the % Increases During Renewal Term column above.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

*Current Monthly WestlawPRO Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term

Effective at the end of the current Minimum Term or current Renewal Term

LAW FIRM CUSTOMERS ONLY:

Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WestlawPRO Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

CORPORATE AND GOVERNMENT CUSTOMERS ONLY

Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges are billed thereafter at their current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Subscription Service, Passwords and West Km Government Express. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. West Km Government Express software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized Users.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unremitted installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

Additional Contract Information:

All books currently receiving a 50% discount will continue to do so.

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

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

Under account # 100015000, the following items will continue receiving the 50% discount that they are currently receiving:

100015000

Material Number	Material Description	Copies	Cost per year including 50% discount
13514204	GUARD JURY LAW & PR SUB	1	
13517201	SEARCH PUBLIC SCH CHECKLISTS SUB	1	
40164526	TX COURT RULES STATE FED & LOCAL PAM SUB	2	
15247784	TX COURT RULES STATE PAM SUB	2	
14850571	TX FAMILY CODE ANNO SUB	9	
21119784	TX PR V1-2 RLS EVID SUB	1	
14665180	TX PR V26-28A JUDGEABLE LAW SUB	1	
17108488	TX PR V2A COURTR ROOM I INDEX SUB	1	
16317246	TX PR V33 FAMA LAWYER DISK SUB	1	
21055826	TX PR V36-38A COUNTY & DIST LAW SUB	1	
11627350	TX PR V40-43B CRIM PR & PROC SUB	1	
17132726	TX PR V47 DISC PR 1800X SUB	1	
40053587	TX PR V48A1A HONOR LAWYER ETHICS SUB	1	
21133558	TX PR V6 CRIM LAW SUB	1	
11309098	TX PR V7-8 CRIM FMS SUB	1	
21085979	TX VERN RULES ANNO CIV SUB	1	
21041854	TX VERN STAT SUB	1	

Under account #1000150040, the following items will continue receiving the 30% discount:

100015000

Material Number	Material Description	Copies
40184628	TX COURT RULES STATE FED & LOCAL PAM SUB	1
21060760	TX LOCAL GOVT CODE	6
16283873	TEXAS PRACTICE GUIDE	1
21055826	TX PR V35-38A COUNTY & DIST LAW SUB	\$ 2
21085979	TX VERN RULES ANNO CIV SUB	1
21044904	TX VERNONS STAT	1

FORT BEND COUNTY

X Robert Hebert 10/6/10

Signature of Authorized Representative
for order Robert Hebert

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Robert Hebert
Printed Name

County Judge
Title

September 28, 2010
Date