



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

September 01, 2022

Commissioners Court  
Harris County, Texas

**RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)**

Members of Commissioners Court:

Please approve a sole source exemption from the competitive bid requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

**Description:** Master Subscription for Computer Assisted Legal and Investigative Research Services and Related Products for Harris County  
**Vendor(s):** West Publishing Corporation, d/b/a West, a Thomson Reuters Business  
**Term:** September 13, 2022 - August 31, 2023 with four (4) one-year renewal options  
**Amount:** \$978,826  
**Reviewed By:** • Harris County Purchasing • County Attorney's Office

The Office of the Harris County Purchasing Agent has confirmed the sole source exemption. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in black ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf  
Purchasing Agent

LW  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 13, 2022**



**MASTER SERVICES AGREEMENT BETWEEN HARRIS COUNTY AND  
WEST PUBLISHING CORPORATION DBA THOMSON REUTERS**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Agreement, inclusive of all Exhibits, is made and entered into by and between Harris County (the “County” or “Subscriber”) a body corporate and politic under the laws of the State of Texas for the benefit of Harris County and West Publishing Corporation d/b/a Thomson Reuters (“Contractor” or “West”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

*Recitals*

The County desires access to subscription-based computer assisted legal and investigative research (CALIR) services and related services including but not limited to Westlaw, Thomson Reuters' KeyCite, WestCheck, WestCite, CLEAR, legal reference materials, law enforcement databases, and news databases (the “Services”).

The Contractor’s services and products covered by the Agreement are a sole source procurement pursuant to Tex. Loc. Gov’t Code Ann. §262.024(a)(7), as amended.

Contractor represents and warrants it is capable of performing the Services and is willing to provide the Services to the County.

*Terms*

I.

The West Products and Services are as identified in the DIR-LGL-CALIR-02 or then-current State of Texas Department of Information Resources Cooperative Contract ("TX DIR"). County Departments benefiting from the Services may sign their own order forms without changes to any terms and conditions. West will still submit order forms to the Purchasing Agent for processing and tracking purposes. In accordance with the Limit of Appropriation, Services will not be provided without a purchase order.

II.

It is expressly understood and agreed that the Council on Competitive Government Computer Assisted Legal and Investigative Research Services Contract #DIR-LGL-CALIR-02 or then-current Agreement, Research Subscriber Agreement, Supplier Additional Terms, Service Level Agreement for Hosted Practice Solutions Products, Unmasked Data Request Form, and Product Specific Terms (collectively, the “Agreement”) are incorporated herein by reference. In the event of any conflict between the terms and provisions, or any portion thereof, this master service agreement

shall control.

West will provide to the County various West products and services as set forth in the DIR-LGL-CALIR-02 or then-current Agreement (the “West Services”), to which the County subscribes pursuant to the terms and conditions contained herein and the execution of the appropriate West Customer Contracts ~~attached hereto~~ and incorporated by reference. The West Services will be available to any County agency or other department or entity authorized by the County to order products and services under this Agreement (“User Agency”) once any such Agency successfully completes any required West certification process. However, it is anticipated that the need may arise to add other West products and services as requested by a User Agency. In that event, West shall provide a proposal to the County setting forth the West products and services requested by the User Agency and the pricing therefor. The County, in its discretion, may elect to add such products and services to this Agreement and execute a modification to this Agreement which contains all applicable West terms for the added products and services. Upon its addition, such added products and services shall be deemed included in the West Services.

### III.

The initial term of this Agreement requires approval by Commissioners Court and shall remain in full force until August 31, 2023 (“Initial Term”), unless earlier terminated. Service under this executed agreement will begin within 5 days of submission to West. Subject to the terms and conditions found herein, including but not limited to sufficient funding as described below, this Agreement will renew at the County’s option with the same terms and conditions, for four (4) additional one (1) year periods (each a “Renewal Term”), subject to approved funding by the County.

### IV.

Should the County renew the Agreement and subject to the Limit of Appropriation and any required approvals from the County or Courts as set forth herein, the County will pay Contractor the annual rates up to the amounts as follows:

First Renewal: One Million Twenty-Seven Thousand Seven Hundred Sixty-Seven and No/Dollars (\$1,027,767.00)

Second Renewal: One Million Seventy-Nine Thousand One Hundred Fifty-Five and No/Dollars (\$1,079,155.00)

Third Renewal: One Million One Hundred Thirty-Three Thousand One Hundred Thirteen and No/Dollars (\$1,133,113.00)

Fourth Renewal: One Million One Hundred Eighty-Nine Thousand Seven Hundred Sixty-Nine and No/Dollars (\$1,189,769.00)

### V.

#### LIMIT OF APPROPRIATION

Contractor understands and agrees, said understanding and agreement also being of the absolute

essence of this Agreement, that the total maximum compensation, barring an increase in the number licenses obtained by the County or the addition of new products/services, that Contractor may become entitled to for the Services performed under this Agreement during the initial twelve month term, and the total maximum sum that the County shall become liable to pay to Contractor for Services under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Nine Hundred Seventy-Eight Thousand Eight Hundred Twenty-Six and No/Dollars (\$978,826.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. The County, at its sole discretion, may request additional services and may, from time to time, certify additional funds for the purpose of satisfying additional obligations under the terms and provisions of the Agreement, which will be evidenced by a written amendment to the Agreement. Contractor understands that the needs of different County departments may fluctuate, therefore under no circumstances or interpretation of this Agreement shall the County guarantee any particular volume of work, revenue, or profit to the Contractor. Contractor understands and agrees that the County's determination as to distribution of these funds shall be final. Contractor understands and agrees that the funds appropriated in the Limit of Appropriation in this Article for this Agreement represent the entire total for all Services to be performed by all the awarded Contractor.

When and if all the funds certified available are expended for the purpose of satisfying the County's obligations under the terms and provisions of the Agreement, Contractor's sole and exclusive remedy shall be to terminate the Agreement.

With regard to any renewal terms or extension of the Agreement, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for each Renewal Term.

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of Harris County and its certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Contractor understands and agrees that it shall not proceed with any Services until it receives the Purchase Order.

Notwithstanding any language to the contrary, the funding and exclusive remedy provisions of the Agreement are contained within this article. Therefore, any references in the Agreement to imply additional monies owed of any kind including, but not limited to charges, fees, modification of charges or interest, are hereby deleted.

**NON-APPROPRIATION**- Notwithstanding any language found in the Agreement, Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement that if a County department cannot secure funds during any fiscal period of the term of a Service Order, such Service Order may be terminated ("Termination") by County upon written notification to Contractor, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the

event County terminates a Service Order under this “Non-Appropriation of Funds” provision, neither party shall have any further obligation to the other party, including early termination charges, excepting County shall be responsible for the payment of any and all unpaid charges for services rendered, equipment, and, any and all unpaid capital expenses specifically incurred by Contractor solely due to County Service Order and/or custom installation fees incurred by Contractor on behalf of the applicable Service Order. The capital expenses and or custom installation fee amount set forth in Service Order shall be reduced by the total amount of non-recurring charges and monthly recurring charges already paid to Contractor by County at the time of Termination. County hereby agrees to notify Contractor in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in Service Order, for any fiscal period under the applicable Service Order; said Service Order Termination shall not affect any other County department or its services. County will be obligated to pay all charges incurred through the date of termination. County will make reasonable effort to notify Contractor thirty (30) days before the end of available appropriations; however, failure to do so will not subject County to liability beyond the available appropriation. Each County department is subject to its own applicable appropriation of funds.

## VI.

Any language in the Agreement referencing any confidential information of West or of any Third Parties is subject to the Texas Public Information Act and Article XII of this Addendum.

## VII.

### TERMS OF PAYMENT

County is subject to the terms of the Prompt Pay Act (Tex. Gov’t Code, Chapter 2251) and payments under this Agreement are subject to and shall be made in accordance with that Act. As a condition of payment, Contractor shall submit to the Harris County Auditor an invoice for services rendered monthly to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

The invoices shall, at a minimum, include a description of the services, the quantity, price per unit of services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

## VIII.

Any language in the Agreement that states or implies that West may amend, supplement, restate or otherwise modify any Terms of the Agreement or Policies incorporated into or referenced by

the Agreement (collectively, "Term Modifications") without providing thirty (30) days written notice to the County is hereby deleted. Any Terms applicable to this Agreement will only apply as written on the date of execution of this Agreement and any subsequent amendments will have no force or effect on this Agreement without thirty (30) days written notice to the County. However, for the purposes of this paragraph any change in the actual content provided by West will not be considered a Term Modification, nor will any change to the pricing of ancillary content. Notice of any such content modification will be delivered electronically through the West system and will not require written notice.

#### IX.

Third Party Providers Additional Terms may be subject to review and applicable only to the extent they do not conflict with the State Law of Texas.

#### X.

Any language in the Agreement that states that the County will indemnify or hold harmless the Contractor for any reason is hereby deleted in its entirety.

#### XI.

### TERMINATION

The County may terminate this Agreement at any time and at its convenience by providing thirty (30) days' notice in writing to the Contractor.

Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Upon termination under this provision, County must stop all use of Services covered by this Agreement, and if applicable, delete all copies thereof from all computer libraries and storage devices and return the West Software and all related documentation to West or certify that the same have been destroyed.

Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.

The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement, less such payments on account of charges as have previously been made.

#### XII.

### SUCCESSORS AND ASSIGNS

The County and Contractor bind themselves and their successors, executors, administrators, and

assigns to the other Party of the Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement.

Neither the County nor Contractor shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other, which shall not be unreasonably withheld.

### XIII.

#### PUBLIC INFORMATION ACT

The Parties expressly acknowledge that the Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under the Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

### XIV.

#### NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested,

in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: West Publishing Corporation  
610 Opperman Drive  
Eagan, MN 55123  
Attention: Mitch Billings

To the County: Harris County Purchasing Agent  
1111 Fannin St., 12<sup>th</sup> floor  
Houston, Texas 77002  
Attention: Liane Wyatte

Either Party may designate a different address by giving the other Party ten (10) days written notice

#### XV.

#### APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).

The Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of the Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of the Agreement nor any other conduct of either Party relating to the Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

The County does not agree to binding arbitration, nor does the County waive its right to a jury



trial.

## XVI.

### TAXES AND CHARGES

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

## XVII.

### ENTIRE AGREEMENT

This instrument with Exhibit A contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.


## XVIII.

### EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

SIGNATURE PAGE FOLLOWS

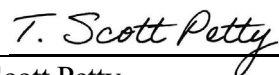
WEST PUBLISHING CORPORATION  
DBA THOMSON REUTERS

By   
Name: John S. Nelson  
Title: Assistant Secretary/Director  
Date: 08/26/2022

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By:   
T. Scott Petty  
Assistant County Attorney  
C.A. File 22GEN3171

ORDER OF COMMISSIONERS COURT  
Authorizing execution of agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2022 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN HARRIS COUNTY AND WEST PUBLISHING CORPORATION DBA  
THOMSON REUTERS**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Hidalgo be, and she is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and West Publishing Corporation, dba Thomson Reuters, for subscription-based computer assisted legal and investigative research services and related products; for a not-to-exceed amount of Nine Hundred Seventy-Eight Thousand Eight Hundred Twenty-Six and No/Dollars (\$978,826.00); for a term beginning upon approval by Commissioners Court and lasting through August 31, 2023, renewable for four (4) one-year periods according to the terms of the Agreement; said Agreement being incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.