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VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL WORKSHOP AUGUST 12, 2008 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
	✓	Resolution	
Resolution Authorizing		Ordinance	
Execution of an Agreement		Motion	Enza Petrarca
with Thompson West		Discussion Only	Village Attorney

SYNOPSIS

A resolution has been prepared authorizing the execution of a three year agreement with Thompson West for legal research, legal publications and legal education services. The amount of the agreement in the first year is \$11,222.40 (paid in installments of \$935.20 per month). Each year the contract is potentially subject to a maximum 5% increase, making the maximum value of this contract \$35,378.62 spread over three fiscal years. The Village may renegotiate with West during this three year term to change services as it deems appropriate.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identify Exceptional Municipal Organization. A supporting objective is High Performing Directors, Supervisors and Employees Accountable for the Task, Work Product and Goal Achievement.

FISCAL IMPACT

The FY08 General Fund Budget includes \$13,500.00 for this expense. The remaining funds will be used for supplemental books and other publications, as detailed below. Future year budgets will include the balance of funding.

RECOMMENDATION

Approval on the August 19, 2008 consent agenda.

BACKGROUND

Thompson West ("West") is a provider of legal research, legal publications and legal education services via the Internet. Staff has been utilizing West services for many years and is pleased with the services, publication updates and ease of use of their legal research tools; they are essentially a sole source provider in this market. In an effort to receive a more competitive rate staff is recommending entering into a three-year agreement with West. As part of the three-year agreement the Village will receive a 30 percent discount on WestLaw Services (online legal database) and a 50 percent discount for legal publications and updates to law book volumes that are maintained in the Village's Law Library. This package would also include access to continuing legal education classes that are now required of all attorneys.

ATTACHMENTS

Resolution

West Thompson Agreement

RESOLUTION NO.

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THOMSON WEST

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

- 1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove ("Subscriber") and Thomson West ("West"), for legal research, publications and legal education services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
- 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
- 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
- 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Passed: Attest:		Mayor	
•	Village Clerk		

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WEST ORDER FORM FOR WESTPACK PRODUCTS

MIKE BERNTSEN

610 Opperman Drive St. Paul, MN 55164-1803 Tel: 651/687-8000



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Total Charges includes charges from attached page 2, if applicable.

This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to committee a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

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a. Password. Subscriber's account with West LegalEdcenter is password-protected so that only Subscriber can access it.

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West**LegalEd**center

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f. Use of Subscriber Data by West.

West does not monitor, edit, or disclose the contents of any e-mail or other communication with West LegalEdocenter unless required in the course of normal maintenance or operation of West LegalEdocenter and its systems or unless required to do so by law or in the good fulth belief that such action is necessary to (a) comply with the law or comply with legal process served on West; or (b) profect or defend the rights or property of West. West cannot guerantee the security of any information Subscriber discloses online, and Subscriber does so at Subscriber's own risk.

5. Charges, Charges payable by Subscriber for access to West LegalEdocater ("West LegalEducenter Charges") will be an stated in the West LegalEducenter Order Form, on westlegaleducenter.com or as otherwise agreed upon in writing by the parties. West LegalEdcenter Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or ent, ed valorem, personal properly and other taxes, which are the responsibility of Subscriber, Subscriber will pay all involces in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid

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- 8. Responsibility for Certain Myttars. Subscriber may access West LegalEdcenter from additional Subscriber location upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom West LegalEdcenter. passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of West LegalEdcenter pesswords. Subscriber is also responsible for all access to and use of West LegalEdcenter, including Features, Content and westlegaledcenter.com by Subscriber's personnel or West LegalEdcenter passwords, whether or not Subscriber has knowledge of or authorizes such access and
- 9. Limitation of Claims. Except sign claims relating to West LegalEdcenter Charges or improper use of West LegalEdcenter, Features, Content or westlegaledcenter.com, no claim, regardless of form, which in any way srises out of this Agreement, may be made, such claim brought, under this Agreement more than one year after the basis for the
- claim becomes known to the party desiring to assert it.

 10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by

either party upon at least 30 days prior written notice of termination to the other party. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement immediately upon giving written notice of termination to West efter receiving notice of an amendment (as permitted under paragraph 11) which contains new terms that materially after the terms of this Agreement and are unacceptable to Subscriber or either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement, This Agreement (which includes all current and future Order Forms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, and or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. Weet's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, cluli disorder, the elements, fire, explosion, power failure, equipment failure, Industrial or labor dispute, Inability to obtain necessary supplies

and the like.

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13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Oppermen Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth on the Order Form.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of lew provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the velidity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Subscriber		_
Signature	·	
Name (please print)		24-
Title		
Date 07/21/08		<i>_</i>
Firm Name Downer	Grove Legal	
Address 801 BURL	INGTON AVE	
DOWNERS GROV	/E, IL 60515-4782	
Contact		
Telephone		
Sales Representative	Mike Berntsen	

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WEST ORDER FORM FOR WESTPACK PRODUCTS

610 Opperman Drive St. Paul, MN 55164-1803 Tel: 651/687-8000



Check West	t account status below us applic	<u>able:</u>	Rep Name &	Number	MIKE BERN	ITSEN, 94857			
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Total Charges includes charges from attached page 2, if applicable.

This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) - ship and enter subscription(s) for the requested title.

** Subscriber maintains existing subscription(s) to this WestPack title - do not ship.

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

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Subscriber's Initials for 12, 24 or 36 M	donth Minimum Term							
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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 unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediate due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to automeys 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 credit worthiness. 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.

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Card#

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Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack 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 not refundable. Online Products to be Lapsed Fell Svc # **Online Products** # of Passwords 40583982 WLCustom PRO LVL GOV SEL 12-14 Convert to New Sub The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ,("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement. AUTHORIZED REPRESENTATIVE FOR ORDER FORM **Printed Name** Signature X

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Date 07/21/08			
Account Name DOWNERS GROVE VILLAGE CORP COL	JNSEL CIVIC CENTER		
Account Number 1000751354			
Subscriber's Initials for Modules elected by Subscriber			
	applicable Core and State-Specific module specified		
Core(s)	National and Topical Modules (Continued)		
Westlaw Select State Core: □	All State Primary Law		
Regulatory Core	American Jurisprudence (AMJUR)		
☐ Federal Primary Core	American Jurisprudence Legal Forms		
State Specific Modules	American Law Reports (ALR)		
Administrative	☐ Bill & Regulatory Tracking		
✓ nalytical	Case Evaluator		
Business Law	Corporate Forms		
Construction Law	Corpus Juris Secundum (CJS)		
Criminal	Criminal Litigation Specialist		
eForms: Courts and Agencies	Criminal Records		
Employment Law	Employment Coordinator		
Environmental Law	Environmental Law-Analytical		
Estate Planning	Expert Testimony		
Family Law	☐ Federal Primary Law ☐ Graphical Statutes		
Family Law with Public Records Federal Materials	☐ Graphical Statutes ☐ Health Care		
Forms	☐ ricaith Care X Law Reviews and Journals		
⊠ □ Graphical Bundle	Legislative History-Federal & All State		
☐ Jurisprudence	☐ National Criminal Analytical		
Jury Instructions	National Criminal Pleadings, Motions & Memoranda		
Legislative History	☐ National Criminal Trial Court Orders		
Litigation Basics	National Public Records		
Municipal Law	☐ Norton Bankruptcy Law		
Municipal Law Advisor	PastStat Locator		
Pleadings, Motions & Memoranda	Real Property		
Practice Series	Real Property Construction		
Real Property	RegulationsPlus		
State Court Dockets	ResultsPlus		
State Court Documents	ResultsPlus Premium		
Supreme Court and Appellate Court Briefs	US News		
Additional State Primary Law Module:	<u> </u>		
	WEST LEGAL ED CENTER		
National and Topical Modules	WL PRO COMBINED JURY VERDICTS		
50 State Statutes Survey	<u> </u>		
Advanced Employment Practice			
Advanced Managing Outside Counsel	Π		
All Analytical			
All Briefs			
All Federal Cases	□		
All Forms			
☐ All News	□		



🗷 All Primary Law ☐ All State Cases

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West**LegalEd**icenter

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- 11. Effect of Agreement, This Agreement (which includes all current and future Order Forms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherw provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.
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- 13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Oppermen Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth on the Order Form.
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Name (please print)		<u> </u>
Tide		
Date 07/21/08		
Firm Name Downer	Grove Legal	
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