

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WEST PUBLISHING CORPORATION,
ASSOCIATED WITH THOMSON REUTERS CORPORATION**

THIS AMENDMENT NO. 1 to Standard Agreement A-14953 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and **West Publishing Corporation, associated with Thomson Reuters Corporation** (hereinafter, “CONTRACTOR”) is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement A-14953 with the County on September 3, 2020, (hereinafter, “Agreement”) to provide the CLEAR PRO Gov Law Enforcement Investigator Plus software interface to provide dashboard interface, news content, public records, publicly available information, and proprietary records on persons and businesses to be used in assisting Juvenile Probation with locating family members for Foster Care Placement (hereinafter, “services”) through September 30, 2023, for an amount not to exceed \$12,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR’S annual subscription fees require an update effective October 1, 2023; and

WHEREAS, an updated “Order Form” for the subscription service is required and is attached herein as Exhibit C; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update the annual subscription fees, update the “Order Form,” extend the term for three (3) additional years through September 30, 2026, and to increase the Agreement’s amount by \$12,500 for a total not to exceed amount of \$24,500 to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence under Section 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$24,500.

2. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from October 1, 2020 to September 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.0, “Scope of Services and Additional Provisions”, to read as follows:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A – Scope of Services/Payment Provisions
- Exhibit B – Order Form ID# Q-0084528 – 10/1/20-9/30/23
- Exhibit B-1 – Addendum to Order Form Q-0084528
- Exhibit C – Order Form ID # Q-07166406 – 10/1/23-9/30/26
- Exhibit C-1 – Addendum to Order Form Q-07166406

4. Amend the second sentence under Section A.1 of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

- a. CONTRACTOR will provide the following Pro-Flex Products:

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
5	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus*
25	Alerts	41343547	CLEAR Alerting Pro Addon*
*Included with CLEAR Proflex Annual Subscription.			

5. Amend the third sentence under Section A.3 “Changes to Standard Agreement” of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

(2) Sections 6.01 and 6.02 under the section entitled “Payment Conditions” are deleted in their entirety. Payments will be made in accordance with Order Form ID: Q-00848528 for the term of October 1, 2020 – September 30, 2023 and Order Form ID: Q-07166406 for the term of October 1, 2023 – September 30, 2026.

6. Update Sub-Section B.1.b “Compensation/Payment” of “Exhibit A – Scope of Services/Payment Provisions” to read as follows:

- b. CONTRACTOR will provide an invoice detailing the charges based on the rates detailed herein. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms.

CLEAR Proflex Annual Subscription Rates (Service Material # 41308780),
Effective October 1, 2023:

Year	Term	Monthly Amount
1	10/1/23-9/30/24	\$323.31
2	10/1/24-9/30/25	\$339.48
3	10/1/25-9/30/26	\$356.45

Total compensation for the duration of this Agreement will not exceed **\$24,500**, which is for the duration of the Agreement and is not an annual amount.

7. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect as set forth in the Agreement.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR

By: DocuSigned by:
Angelica Kulas
4DFC1178E799451...
Contracts/Purchasing Officer

Date: 10/2/2023

Approved as to Fiscal Provisions:

By: DocuSigned by:
Jennifer Forsyth
4E7667875454AE
Auditor/Controller

Date: 10/2/2023

Approved as to Liability Provisions:

By: _____
Risk Management**

Date: _____

Approved as to Form:

Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by:
Anne K. Breton
707025A1A2684A4
Anne K. Breton
Deputy County Counsel

Date: 9/28/2023

West Publishing Corporation
Contractor's Business Name*

By: DocuSigned by:
Ronald Dan
C19CD08381CC
(Signature of Chair, President, or Vice-President)

Ron DiCicco, Sr SCM Consultant
Print Name and Title

Date: 9/28/2023

By: DocuSigned by:
Charles B. Mikesell
4988D96E9F344
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *


Charles Mikesell, SCM Consultant
Print Name and Title

Date: 9/28/2023

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

**Approval by Risk Management is necessary only if changes are made to Paragraphs 8 or 9 of the Agreement.

EXHIBIT C

 THOMSON REUTERS	<h1>Order Form</h1>	<h1>Order ID:Q-07166406</h1>
	<p>10/1/23-9/30/26</p> <p>Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.</p>	

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000629536	Account #: 1000629536	Account #: 1000629536
MONTEREY COUNTY PROBATION DEPT	MONTEREY COUNTY PROBATION DEPT	MONTEREY COUNTY PROBATION DEPT
ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE
1422 NATIVIDAD RD	1422 NATIVIDAD RD	1422 NATIVIDAD RD
SALINAS CA 93906-3102 US	SALINAS CA 93906-3102 US	SALINAS, CA 93906-3102 US
“Customer”		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

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.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$323.31	36

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

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

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-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

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.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

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.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or 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 <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. 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.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the

Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended 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 30 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.

Signature for Order ID: Q-07166406

ACKNOWLEDGEMENT Q-07166406

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 the Subscriber.

DocuSigned by:
Todd Keating

Signature of Authorized Representative for order

Chief Probation Officer

Title

Todd Keating

Printed Name

10/2/2023

Date

This Order Form will expire and will not be accepted after 9/16/2023 CT.



THOMSON REUTERS™

Attachment**Order ID:Q-07166406**Contact your representative ken.trudeau@thomsonreuters.com with any questions. Thank you.

Order ID: Q-07166406

Payment, Shipping and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000629536

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name:Glazzard, Gregory

Email:glazzardgg@co.monterey.ca.us

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000629536	MONTEREY COUNTY PROBATION DEPT	1422 NATIVIDAD RD SALINAS CA 93906-3102 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
5	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
25	Alerts	41343547	CLEAR Alerting Pro Addon

Account Contacts

Contact Name	Email Address	Customer Type Description
Gregory Glazzard	glazzardgg@co.monterey.ca.us	CLEAR PRIMARY CONT
Gregory Glazzard	glazzardgg@co.monterey.ca.us	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.111.111.111	222.222.222.222				

Sub Material	Quantity	Active Subscription to be Lapsed
42091861	5	CLEAR PRO Gov Law Enforcement Investigator Plus

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$323.31	5.00	\$339.48	5.00	\$356.45	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

EXHIBIT C-1**Addendum to Order Form Q-07166406**Subscriber: Monterey County Probation DeptAccount #: 1000629536

1. **Effect of Addendum.** The Order Form and its governing terms and conditions, (collectively the "Agreement"), between you and the applicable Thomson Reuters entities set forth on the Order Form, is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. Modifications to the Order Form:

- a. The section of the Order Form entitled "Post Minimum Terms" is deleted in its entirety. Your subscription shall terminate at the end of the Minimum Term, at which time you will no longer receive access to the subscription products included in the Order Form.
- b. You will be billed via invoices and not e-billing.
- c. Applicable Law is amended to state the following: "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."
- d. Thomson Reuters General Terms and Conditions for Federal Subscribers do not apply to this Agreement.

3. Modifications to County of Monterey Standard Contract:

- a. Section 3.02 is deleted in its entirety. You may terminate this Agreement for cause or non-availability of funds with 30 days prior written notice to us.
- b. Sections 6.01 and 6.02 under the section entitled "Payment Conditions" are deleted in their entirety. Payments will be made in accordance with the Order Form Q-07166406.
- c. Section 7.01 under the section entitled "Termination" is deleted in its entirety. You may terminate this Agreement for cause or non-availability of funds with 30 days prior written notice to us.
- d. Section 8.0 entitled "Indemnification" is amended to state the following:

Contractor shall indemnify defend and hold harmless the County, its officers, agents and employees from and against any and all costs, claims, demands, damages, losses and liabilities accruing or resulting in connection with the performance of this Agreement to the extent arising from or in any way related to (i) Contractor's gross negligence or intentionally tortious acts; (ii) Contractor's violation of any applicable laws in the provision of the Services for the authorized uses set forth herein; and (iii) claims that the Services being licensed under this Agreement for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Contractor shall have no obligation under this section to indemnify or defend Agency against a claim of infringement resulting from Agency's

EXHIBIT C-1

modification or alteration of the data provided in conjunction with the Services or the combination of data with any product, application, or service not provided by Contractor.

e. Under Section 9.04 entitled "Other Requirement", the last two sentences in the third paragraph are modified as follows:

The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or equivalent. The required endorsement form for Automobile Additional Insured is ISO Form CA 20 48 02 99 or equivalent.

f. Section 10.5, Royalties and Inventions is deleted in its entirety.

g. Section 10.15, Amendments is amended to state the following:

"This Agreement may be amended or modified only by an instrument in writing signed by the County and Contractor, unless provided for in West's General Terms and Conditions."

h. Section 15.05, Disputes is deleted in its entirety.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

DocuSigned by:

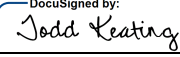
C19C64D9E95B4CC...

Accepted By Ronald Diccico

Title SCM Consultant

Date 9/28/2023

Subscriber

DocuSigned by:

54A4CC3FF2984CB...

Signed Name (please print) Todd Keating

Title Chief Probation Officer

Date 10/2/2023