

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
WEST PUBLISHING CORPORATION D/B/A THOMSON REUTERS ELITE**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "Customer" or "County", and West Publishing Corporation doing business as Elite, a Thomson Reuters business, hereinafter called "Elite";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on June 21, 2013, to provide the Office of the County Counsel with access to Elite's ProLaw case management system software, including related installation services and calendar rule sets, for a three year term, with productive use of the software running from November 1, 2013, through August 31, 2016, with renewing one-year terms thereafter, for a maximum obligation of \$99,503; and

WHEREAS, the parties now wish to amend the Agreement in order to provide the Office of the County Counsel with thirteen additional seat licenses, for a total of 55 licenses, and related support, to extend the Agreement's term through December 31, 2019, and to provide the County with access to additional hours of service from Elite for upcoming work on the application, increasing the maximum amount by \$64,633.58 to an amount not to exceed \$164,136.58.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The Agreement is amended by adding Fees Schedule 2-PLE/Addendum No. PLE-2, a copy of which is attached to this amendment and incorporated into the Agreement by this reference.
2. For all services provided by Elite to Customer, including but not limited to licenses, routine support, and maintenance, the current 12-month billing and payment period runs from September 1 through August 31 of the following year. The Parties agree that for the period between September 1, 2017, and December 31, 2017, Elite shall bill Customer a pro-rated amount for licenses, maintenance, and other routine services using the 2017 rates. Customer shall only pay the pro-rated amount for those four months of service. Accordingly, after December 31, 2017, the annual 12-month billing and payment cycle for services provided under the Agreement shall run from January 1 through December 31 through the remaining term of the Agreement.
3. To the extent that Customer requires additional services from Elite, such work shall be billed based on the fee schedule set forth in "Exhibit A – Software and

Fees Schedule.” The details of any work shall be determined by mutual agreement of the parties and any subsequent fees shall be billed as Services Fees on an actual time basis.

4. In no event shall County’s total fiscal obligation under this Agreement exceed one-hundred sixty four thousand one hundred thirty six dollars and fifty eight cents (\$164,136.58) without a mutually agreed upon written amendment.
5. All other terms and conditions of the agreement dated June 21, 2013, between Customer and Elite shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

West Publishing Corporation doing business as
Elite, a Thomson Reuters business

Melina Rosenberg on behalf of Michael Goddard

Michael Goddard, VP - Finance
Contractor’s Signature

Date: 28Aug17