



RESOLUTION No. 24-390

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR ONLINE LEGAL RESEARCH, LEGAL DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES IN THE AMOUNT OF \$106,797.00 FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2029, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT

WHEREAS, the Office of the District Attorney needs to provide research and jury instructions for prosecution of criminal cases and needs a wide array of state and federal case research for the County of Nevada; and

WHEREAS, online legal research, and other technology-based support services are the most cost-effective and efficient way to maintain the resources necessary to operate and manage in-house legal research and ensure that the office remains current on legal issues; and

WHEREAS, the Office of the District Attorney entered into an Agreement with Thomson Reuters for legal research and other support services, for the period of July 1, 2019 through June 30, 2024, Resolution 19-324; and

WHEREAS, the District Attorney's office current case management system, Karpel, is integrated with Thomson Reuter Westlaw research; and

WHEREAS, Thomson Reuters is a leading provider of legal publications, online research services, and other legal support services, and is willing and well qualified to provide such services to the County.

NOW, THEREFORE, BE IT RESOLVED that the Agreement by and between the County of Nevada and Thomsen Reuters for Westlaw Proflex On-line Legal Research, and Legal Document Preparation Software in the amount of \$106,797.00 for the period of July 1, 2024, through June 30, 2029, be and hereby is approved in the form attached hereto and that the Chair of the Board of Supervisors is hereby authorized to execute the Agreement.

Funding from: 0101 20103 101 1000 / 521474

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Hardy Bullock, Chair



Order Form

Order ID: Q-08556752

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000631429
NEVADA COUNTY DISTRICT
ATTORNEY
DENISE HARBEN
201 COMMERCIAL ST
NEVADA CITY CA 95959-2506 US

"Customer"

Shipping Address

Account #: 1000631429
NEVADA COUNTY DISTRICT
ATTORNEY
DENISE HARBEN
201 COMMERCIAL ST
NEVADA CITY CA 95959-2506 US

Billing Address

Account #: 1000631429
NEVADA COUNTY DISTRICT ATTORNEY
DENISE HARBEN
201 COMMERCIAL ST
NEVADA CITY, CA 95959-2506
US

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,676.30	60

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 plus any Bridge Term that may be outlined 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.

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Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

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.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

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 in the below link. Excluded Charges may 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 9 the General Terms and Conditions.

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<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

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

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

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.

Acknowledgement: Order ID: Q-08556752



Signature of Authorized Representative for order

07/16/2024

Printed Name

Chair of the Board

Title

07/16/2024

Date

This Order Form will expire and will not be accepted after 7/22/2024.

Ron DiCicco

Ron DiCicco



Tine Mathiasen

SCM Consultant

06/14/2024

Chief Deputy COB

07/17/2024

**Thomson Reuters™****Attachment****Order ID: Q-08556752**

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

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

Payment Method: Bill to Account

Account Number: 1000631429

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Britton, Jacqi

Email: jacqi.britton@nevadacountyca.gov

eBilling Contact

Contact Name Jacqi Britton

Email jacqi.britton@nevadacountyca.gov

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000631429	NEVADA COUNTY DISTRICT ATTORNEY	201 COMMERCIAL ST NEVADA CITY CA 95959-2506 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
22	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government
22	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
22	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jacqi	Britton	jacqi.britton@nevadacountyca.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42010204	Gvt - Form Builder For Government (Westlaw PRO™)
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$1,676.30	3.00%	\$1726.59	3.00%	\$1778.39	3.00%	\$1831.74	3.00%	\$1886.69	Monthly

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. Refer to Order Form for Billing Frequency Type.