



# **RESOLUTION No. 19-324**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR ONLINE LEGAL RESEARCH, AND LEGAL DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES IN THE AMOUNT OF \$89,642.00 FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2024, 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, 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 \$89,642.00 for the period of July 1, 2019 through June 30, 2024 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.

Expense to be paid from 010120103101100000 / 521474

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of June, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

6/25/2019 cc: DA\*  
AC\*  
TR



## Order Form

**Order ID: Q-00461804**

Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you.

**Account Address**

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

**Shipping Address**

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

**Billing Address**

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

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
**See Attachment for details**

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,464.45	60	1%

ProFlex Bridge			
Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	2

**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

**Minimum Terms**

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Post Minimum Terms**

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**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

**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.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**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.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**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. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. 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.

**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-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may 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.

**Excluded Charges.** If you access 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 at the links below. Excluded Charges may change after at least 30 days written or online notice.

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

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The 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.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. 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

**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
- Contract Express
- 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

#### Additional Order Form 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 60 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-00461804**

Wich

Signature of Authorized Representative for order

Richard Anderson

Printed Name

Chair of the Board

Title

6/28/2019

Date

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This Order Form will expire and will not be accepted after 6/18/2019.

AUTHORIZED WEST REPRESENTATIVE

Signature: Chuck Hansen

Printed Name: Chuck Hansen

Title: SR Sr. Consultant

Date: 5/30/2019



THOMSON REUTERS™

## Attachment

**Order ID: Q-00461804**

Contact your representative [michael.t.johnson@thomsonreuters.com](mailto:michael.t.johnson@thomsonreuters.com) with any questions.  
Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1000631429

**Order Confirmation Contact (#28)**

Contact Name: DENISE HARBEN  
Email: [denise.harben@co.nevada.ca.us](mailto:denise.harben@co.nevada.ca.us)

**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
22	Attorneys	42077868	Gvt - State Analytical
22	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
22	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Denise	Harben	<a href="mailto:denise.harben@co.nevada.ca.us">denise.harben@co.nevada.ca.us</a>	EML PSWD CONTACT



**Addendum to West Order Form - Order ID: Q-00461804**Subscriber: NEVADA COUNTY DISTRICT ATTORNEYAccount #: 1000631429

1. **Effect of Addendum.** The West Order Form, the underlying General Terms and Conditions, and applicable Schedule A (collectively the "Agreement"), between you and West 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 terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and 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. **Modification to Order Form:** The following modification is made to the Agreement as set forth below:

The section entitled 'Post Minimum Terms' is deleted in its entirety. This Order Form will terminate at the end of the Minimum Term at which time we will no longer provide you with subscription services.

3. **Modification to Order Form.** Ancillary Block. All access to ancillary content will be blocked. If you remove the ancillary block, you will be liable for any Excluded Charges.

All other terms and conditions of the West Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Chuck Hornstein  
Accepted By Chuck Hornstein  
Title SR Legal Consultant  
Date 5/30/2019

Subscriber

Signed RAM  
Name (please print) Richard Anderson  
Title Chair of the Board  
Date 6/25/2019