



**RESOLUTION No. 16-286**

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

**RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS REGARDING ONLINE LEGAL RESEARCH, CASE MANAGEMENT, LEGAL CALENDARING AND LEGAL DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES IN THE AMOUNT OF \$36,831.91 FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2019, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT**

WHEREAS, the Office of the County Counsel serves as in-house counsel and provides a wide array of legal services for the County of Nevada, including litigation services; and,

WHEREAS, online legal research, case management, calendaring 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 services and ensure that the office remains current on legal issues; and,

WHEREAS, County Counsel's office currently contracts with multiple providers for the legal research and other support services, including legal publication services; and,

WHEREAS, County Counsel's office desires to bundle online legal support services and certain hard copy publication services through a single provider in order to achieve greater cost savings, better connectivity between internal legal support service programs and with other County systems, and access to additional case management services; and

WHEREAS, Thomson Reuters is a leading provider of legal publications, online research services, case management and calendaring programs 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 WestlawNext On-line Legal Research, Case Management, Legal Calendaring, and Legal Document Preparation Software in the amount of \$36,831.91 for the period of July 1, 2016 through June 30, 2019 (\$11,916.24 in Fiscal Year 2016/17; \$12,273.73 in Fiscal Year 2017/18; and \$12,641.94 in Fiscal Year 2018/19 to be encumbered) 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 out of 0101103016111000 / 521474

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 21st day of June, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

6/21/2016 cc: CC(1)  
AC\*



THOMSON REUTERS™

# Order Form

Contact your representative [ryan.galvin@thomsonreuters.com](mailto:ryan.galvin@thomsonreuters.com) with any questions. Thank you.

Order ID: **784675**

## Subscriber Information

**Account Address:**

Account #: **1000802986**  
NEVADA COUNTY COUNSEL  
ERIC ROOD ADMINISTRATIVE  
CTR  
950 MAIDU AVE STE 240  
NEVADA CITY, CA 95959  
US  
5302651319

**Shipping Address:**

Account #: **1000802986**  
NEVADA COUNTY COUNSEL  
ERIC ROOD ADMINISTRATIVE  
CTR  
950 MAIDU AVE STE 240  
NEVADA CITY, CA 95959  
US  
5302651319

**Billing Address:**

Account #: **1000802986**  
NEVADA COUNTY COUNSEL  
ERIC ROOD ADMINISTRATIVE  
CTR  
950 MAIDU AVE STE 240  
NEVADA CITY, CA 95959  
US  
5302651319

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", "my" or "I".

## Online/Practice Solutions/Software and Print/ProView eBooks Programs

### Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
40988737	Government Select Level 1 States (WestlawNext™) (Banded) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Short-Term Bridge/Contract 1 Month See Attachment for Select Product details See Additional Bridge Terms below</div>	6	Atty(s)	36	Year2-3% Year3-3%

### Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

### Post Minimum Terms

**For Online/Practice Solutions/Software:** Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A  
Initial order charges for print/eBooks products with updates billed upon shipment: N/A  
Initial Monthly Charges for Products under 36 month Minimum Term: \$993.02  
Estimated total Monthly Charges for the initial 12 months: \$993.02

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

#### 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.

**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 or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti 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.** 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 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

**The General Terms and Conditions,** located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict 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 Products Subscriptions** The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

**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 <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.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.

- Hosted Practice Solutions
- CD-ROM Libraries / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

#### Additional Bridge Terms

1. You will receive access to the West product(s) designated above for the Bridge Monthly Charges shown below beginning on the effective date of this Order Form and continuing for a "Bridge Period" of one (1) complete calendar month for 40988737 at \$0.00. The Bridge period(s) will not apply to



any CLEAR transactional product. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the above.

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

**Additional Contract Information**

**NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**


If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.


**Signature for Order ID: 784675**

**ACKNOWLEDGMENT**

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 Subscriber.

	Chair
Signature of Authorized Representative for order	Title
Dan Miller	6-21-16
Printed Name	Date

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 THOMSON REUTERS™	<b>Attachment</b> Contact your representative <a href="mailto:ryan.galvin@thomsonreuters.com">ryan.galvin@thomsonreuters.com</a> with any questions. Thank you.
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Order ID: **784675**

**Payment and Shipping Information**

**Additional Information**

**Payment Method:**  
Payment Method: **WestAccount**  
Account Number: **1000802986**

Created By: **0153752**  
Order Source: **27**  
Revenue Channel: **01**  
Order Date: **4/22/2016 11:18:18 AM**  
P.O. Number:  
Additional Data B: **6**

**Shipping Information:**  
Shipping Method: **Ground Shipping - U.S. Only**

**Product and User Details**

**Banded Products for all users below**

**40988737 Government Select Level 1 States (WestlawNext™) (Banded)**

User	Position	Email
Cindy Hunt	Non-Attorney	Cindy.Hunt@co.nevada.ca.us

**CustomPro Product Details**

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™)
40981520	All Primary Law (WestlawNext™)
40980477	California Analytical Library (WestlawNext™)
41556709	CNC Concourse Matter Room Module For Government
41818307	Deadline Assistant
41732387	Westlaw Form Builder for Government (Westlaw PRO™)

**Order Contact Information**

First Name	Last Name	Email Address	Contact Description	Contact Number
Cindy	Hunt	Cindy.Hunt@co.nevada.ca.us	Order Confirmation Contact	28
Cindy	Hunt	Cindy.Hunt@co.nevada.ca.us	Primary Password Contact	24
Cindy	Hunt	Cindy.Hunt@co.nevada.ca.us	Quickview Contact	Quickview

**Office Use Only**

- Exception Approval Code:
  
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=d8a57e8bd337483ab168b1f954d1e3ea&pfv=true>
  
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=b6575d905431431d8dc659d1d9d64c18&isofview=yes>

Total for fiscal year 2016-17: \$11,916.24  
 Total for fiscal year 2017-18: \$12,273.73  
 Total for fiscal year 2018-19: \$12,641.94