



RESOLUTION No. 20-099

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THOMSON REUTERS' WEST PUBLISHING CORPORATION REGARDING ON-LINE LEGAL RESEARCH, LEGAL CALENDARING AND LEGAL DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES, INCREASING THE MAXIMUM CONTRACT PRICE BY \$5,937.13, FOR A TOTAL MAXIMUM CONTRACT PRICE OF \$39,128.57, AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE AMENDMENT

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, 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, the parties entered into an agreement with Thomson Reuters for legal research and other support services, for the period of July 1, 2016 through June 30, 2019, Resolution 16-286; and

WHEREAS, the parties entered into a renewal agreement with Thomson Reuters for legal research and other support services, for a new three-year term commencing July 1, 2019, Resolution 19-285 (BMS19285) with a termination date of June 30, 2022; and

WHEREAS, Thomson Reuters offers two add-on products, Drafting Assistant and Practical Law, to the West Proflex software. These services will provide the tools needed to provide for more efficient drafting of legal pleadings and enable more specific and on-point research related to litigation briefs; and

WHEREAS, Contractor is willing to provide these added tools immediately upon execution of this Agreement at no additional charge for the remainder of this current fiscal year 2019-20; 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 Amendment No. 1 to the Agreement by and between the County of Nevada and Thomson Reuters' West Publishing Corporation for West Proflex on-line legal research, legal calendaring, and legal document preparation software is hereby amended to increase the Maximum Contract Price for the period of July 1, 2019 through June 30, 2022 by \$5,937.13, for a total Maximum Contract Price of \$39,128.57 (increasing Fiscal Year 2019-20 by \$0 for a maximum \$10,738.44, increasing Fiscal Year 2020-21 by \$2,993.93 for a maximum \$14,054.52, and increasing Fiscal Year 2021-22 by \$2,943.20 for a maximum \$14,335.61) 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: 0101 10301 611 1000 / 521474 / 61100000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of March, 2020, 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: 



Heidi Hall, Chair


3/24/20 cc:

CoCo*
A-C* (Hold)

4/24/2020 cc:

CoCo*
AC*(release)

AMENDMENT NO. 1

 THOMSON REUTERS	Order Form Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you.	Order ID: Q-00705823
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Account Address
 Account #: 1000802986
 NEVADA COUNTY COUNSEL
 ERIC ROOD ADMINISTRATIVE CTR
 950 MAIDU AVE STE 240
 NEVADA CITY CA 95959-8600 US

Shipping Address
 Account #: 1000802986
 NEVADA COUNTY COUNSEL
 ERIC ROOD ADMINISTRATIVE CTR
 950 MAIDU AVE STE 240
 NEVADA CITY CA 95959-8600 US

Billing Address
 Account #: 1000802986
 NEVADA COUNTY COUNSEL
 ERIC ROOD ADMINISTRATIVE CTR
 950 MAIDU AVE STE 240
 NEVADA CITY, CA 95959-8600 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	\$1,171.21	24	2%

ProFlex Bridge			
Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$894.87	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 the calendar, if any. The Bridge Monthly charges will continue for 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.

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.

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. This Order Form will be interpreted under Minnesota state law and 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/sch-a-concourse-govt.pdf>

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

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.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>

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.

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: O-00705823

Heidi Hall

Signature of Authorized Representative for order

Chair, Board of Supervisors

Title

Heidi Hall

Printed Name

4/23/2020

Date

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This Order Form will expire and will not be accepted after 4/25/2020.

FY 19/20 \$10,738.44

FY 20/21 \$14,054.52

FY 21/22 \$14,335.61

Authorized West Representative

Linda M. Burton

Signature of Authorized Representative for order

SSCMC

Title

Linda M. Burton

Printed Name

4-8-2020

Date



THOMSON REUTERS

Attachment

Order ID: Q-00705823

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000802986

Order Confirmation Contact (#28)
Contact Name: Cindy Hunt
Email: cindy.hunt@co.nevada.ca.us

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

eBilling Contact
Contact Name Cindy Hunt
Email cindy.hunt@co.nevada.ca.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000802986	NEVADA COUNTY COUNSEL	950 MAIDU AVE STE 240 NEVADA CITY CA 95959-8600 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
6	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
6	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
6	Attorneys	42077868	Gvt - State Analytical
6	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
6	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Cindy	Hunt	cindy.hunt@co.nevada.ca.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
42077867	Gvt - State Analytical
42010204	Gvt - Form Builder For Government (Westlaw PRO™)
41818301	Deadline Assistant
42510229	Gvt - Westlaw Edge™ National Primary
40757481	West Proflex



Government Accounts Only - Order ID: Q-00705823

Addendum to West Order Form - Additional Order Form Terms and Conditions

Subscriber: Nevada County Counsel

Account #: 1000802986

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 shall 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 Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of 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 of Order Form – Non-Availability of Funds. 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 Product(s), the applicable 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 Product(s) and/or services received prior to the effective date of the cancellation.

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, a Thomson Reuters business



Accepted by: Linda M. Burtov

Title: ~~SCM~~

Date: 4-8-2020

Nevada County Counsel

Signed: Heidi Hall

Name (please print): Heidi Hall

Title: Chair, Board of Supervisors

Date: 4/23/2020