



RESOLUTION No. 22-333

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS' WEST PUBLISHING CORPORATION REGARDING ONLINE LEGAL RESEARCH, LEGAL CALENDARING AND LEGAL DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES IN THE AMOUNT OF \$50,629.80 FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2025, 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, 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 an Agreement with Thomson Reuters for legal research and other support services, for the period of July 1, 2019 through June 30, 2022, Resolution 19-285; and

WHEREAS, County Counsel's office desires to continue services with Thomson Reuters and enter into an Agreement for bundled online legal support services for a new three-year term commencing July 1, 2022, with a termination date of June 30, 2025; 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 Thomson Reuters' West Publishing Corporation for West Proflex On-line Legal Research, Legal Calendaring, and Legal Document Preparation Software in the amount of \$50,629.80 for the period of July 1, 2022 through June 30, 2025 (\$16,060.20 in Fiscal Year 2022-23; \$16,863.24 in Fiscal Year 2023/24; and \$17,706.36 in Fiscal Year 2024-25) 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. This contract is contingent upon the adoption of the Fiscal Year 2022/23 County Budget. The contract will begin July 1, 2022.

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 28th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



6/28/2022 cc: CoCo*
AC* (HOLD)



Susan K. Hoek, Chair

7/8/2022 cc: CoCo*
AC*(release)



THOMSON REUTERS™

Order Form

Order ID: Q-03328872

Contact your representative dan.nagan@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

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

"Customer"

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 Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

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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.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1338.35	36

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 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.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

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.

Banded Product Subscriptions. You certify your 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 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 as applicable.

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 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 Customer, United States federal law will apply and any claim may be brought in any federal court.

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 10 of the General Terms and Conditions.

<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.

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- 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

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-03328872



Susan Hoek (Jun 30, 2022 09:20 PDT)

Signature of Authorized Representative for order

Susan Hoek

Printed Name

Chair of the board

Title

06/30/2022

Date

This Order Form will expire and will not be accepted after 7/30/2022.



Linda Burton

SSCMC

06/24/2022



K.L. Elliott (Jul 8, 2022 09:17 PDT)

K.L. Elliott

County Counsel

07/08/2022



Attachment

Order ID: Q-03328872

Contact your representative dan.nagan@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: MCKINLEY, KELLY

Email: kelly.mckinley@co.nevada.ca.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name KELLY MCKINLEY

Email kelly.mckinley@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
1	Each	40757482	West Proflex
6	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
6	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government
6	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
6	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kelly	McKinley	kelly.mckinley@co.nevada.ca.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$1338.35	5.00	\$1405.27	5.00	\$1475.53	N/A	\$N/A	N/A	\$N/A

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