

RECEIVED

CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT APPROVAL FORM

2014 OCT -2 PM 3: 04

CONTRACT TRACKING NO.

CM2051-A1

CONTRACTOR INFORMATION

Name: Thomson Reuters

Address: PO Box 64833 St. Paul MN 55164
City State Zip

Contractor's Administrator Name: Timothy Chambers Title: Account Manager

Tel#: 407-765-5100 Fax: 866-740-2119 Email: timothy.chambers@thomsonreuters.com

CONTRACT INFORMATION

Contract Name: Westlaw Online (Acct # 1003327561) Contract Value: \$597.82/month;
\$14,347.68 Total, \$1,173.84/yr.

Brief Description: Case law online research service to add three additional services

Contract Dates : From: Signature to 24 months post signature Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Small Purchase

If Processing an Amendment:

Contract #: CM2051 Increase Amount of Existing Contract:

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

14 OCT 7 AM 10: 24

RECEIVED CONTRACT MANAGEMENT

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date 10-2-14 Funding Source/Acct # 01141514-554000
2. Charlotte Young Contract Management Date 10-7-14
3. Office of Management & Budget Date 10-13-14
4. County Attorney (approved as to form only) Date

2014 OCT 14 AM 11: 04

CONTRACT MANAGEMENT

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Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby Date 10/13/14

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance



THOMSON REUTERS

## Order Notification

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

Order ID: **591930**

### Subscriber Information

**Account Address:**  
 Account #: **1003327561**  
 NASSAU COUNTY COMM BOARD  
 DAVID HALLMAN  
 96135 NASSAU PL STE 6  
 YULEE, FL 32097  
 US  
 904-548-4590

**Shipping Address:**  
 Account #: **1003327561**  
 NASSAU COUNTY COMM BOARD  
 DAVID HALLMAN  
 96135 NASSAU PL STE 6  
 YULEE, FL 32097  
 US  
 904-548-4590

**Billing Address:**  
 Account #: **1003327561**  
 NASSAU COUNTY COMM BOARD  
 DAVID HALLMAN  
 96135 NASSAU PL STE 6  
 YULEE, FL 32097  
 US  
 904-548-4590

### Payment and Shipping Information

**Payment Method:**  
 Payment Method: **WestAccount**  
 Account Number: **1003327561**

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

### Additional Information

Created By: **0084322**  
 Order Source: **27**  
 Revenue Channel: **01**  
 Order Date: **8/19/2014 9:25:35 PM**  
 P.O. Number:  
 Additional Data B: **1**

### Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
David	Hallman	<a href="mailto:dhallman@nassaucountyfl.com">dhallman@nassaucountyfl.com</a>		Order Confirmation Contact	28
Joyce	Bradley	<a href="mailto:jbradley@nassaucountyfl.com">jbradley@nassaucountyfl.com</a>		Primary Password Contact	24

### Internal Comments

- Exception Approval Code:E149848
- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=374b49e284514bccb218c20de4e52bb9&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=9d4f5d0444354547ab58b6a8cb4c49f0&isofview=yes>

### New Products - WestlawPRO/CD/WLEC/Other

**Modules to include in Custom PRO:**

Material ID	Description
40982461	Primary Law with KeyCite®: All — Florida (WestlawNext™;)
40981791	Analytical Library Florida (WestlawNext™;)
41556709	CNC Concourse Matter Room Module For Government
40981495	Federal Materials — Florida (WestlawNext™;)
40983468	Graphical Statutes, PastStat Locator™; State Legislative History Bundle — Florida (WestlawNext™;)
40981753	Municipal Law Practitioner Counselor — Florida (WestlawNext™;)
40983647	State Civil Court Documents — Florida (WestlawNext™;)
40982202	Transactional Forms (WestlawNext™;)

Monthly Charges and the minimum term shall begin on the date West processes Subscriber's order and continue for a minimum of 12 months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be calculated as set forth herein.

Subscriber agrees to commit to a Minimum Term of **24 months** and the Monthly Charges for the second 12 months not to increase by more than **5%** over the Monthly Charges for the initial 12 months.

**Automatic Renewal Term(s) for Non-Government Subscribers Only.** Upon conclusion of the Minimum Term, including LegalEdcenter product(s) that are part of a WestlawPRO Select, the respective Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of the expiration of the then-current Term. Subscribers notice of cancellation should be sent to the attention of Customer Service at the address set forth herein. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

**Government Subscribers Post Minimum Term.** Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges (as defined in Schedule A) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Monthly Charges may be modified upon 30 days notice to Subscriber. Subscriber is responsible for all Excluded Charges as incurred. Either party may provide the other party with 30 days prior written notice of cancellation. Subscribers notice of cancellation should be sent to the attention of Customer Service at the address set forth herein.

1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Bradley, Joyce		PARALEGAL	dhallman@nassaucountyfl.com
Hallman, David A		ATTORNEY	

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
<b>Products Under 24 month contract term:</b>	<b>\$597.82</b>
<b>** Billed Monthly Total:</b>	<b>\$597.82</b>

\* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

\*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

\*\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

**Lapse Subscriptions**

Active Subscriptions to Lapse	Contract Number	Material ID
WESTLAW SELECT Additional Terms.	0120036568	40988632

**Credit Card Transactions Only.** Subscription charges for this order will be billed to Subscriber's West account unless automatic credit card or electronic funds transfers have been separately authorized by Subscriber.

**Subscriber Auto Charge Credit Card / Electronic Funds Transfer Election Payment Terms.** Subscriber may separately authorize West to automatically charge a credit card ("Auto Charge") or electronic fund transfer ("EFT"), to pay charges for charges due on Subscriber's account. If Subscriber currently subscribes to Auto Charge or EFT, subscription charges incurred from this order will be Auto Charged or debited through EFT (as elected) in accordance with existing terms and conditions.

**Returns and Refunds.** If Subscriber is not completely satisfied with any print product received from West as part of a subscription or as a one-time purchase, and not as part of a multi-year contract or a CD-ROM/DVD product received after the Minimum Term, the product may be returned within 45 days of the original shipment date for a full refund or credit, in accordance with West's then-current returns policies. Different rules (<http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf>) apply for print products received as part of multi-year contracts such as, but not limited to, Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements and ePack and to WestPack contracts as well. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are non-refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact West Customer Service at 1-800-328-4880 for additional details regarding West's current policies on returns and refunds.

**Transportation Charges.** Print and CD-ROM/DVD products are shipped FOB origin. Transportation charges will only be added to expedited shipments at Subscriber's request and for international products or shipments at then-current carrier rates.

**Other Terms and Conditions.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. Thereafter, West will delete such Westlaw Doc & Form Builder Data. West may share Subscriber information and Subscriber Content with its business partners as may be necessary to provide Time and Billing Services to Subscriber and Subscriber must remove all Time & Billing content prior to termination of this Order Form and Subscriber Agreement.

**General Provisions for Non-Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. All payments are due 30 days from date of invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent.

#### 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: 591930**


**The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:**

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caseologistix>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Notification, the terms and conditions of this Order Notification shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

 Signature of Authorized Representative for order	<b>Nassau County Attorney</b> Title
<b>David A. Hallman</b> Printed Name	<b>August 25, 2014</b> Date

# FW: paperwork : Westlaw: Nassau County Attorney

David A. Hallman

Tue 8/26/2014 10:37 AM

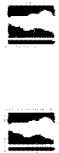
Inbox

To: Joyce Bradley <jbradley@nassaucountyfl.com>;

Cc: Joyce Bradley <jbradley@nassaucountyfl.com>;

📎 1 attachment

nassau wln order blank jk.pdf;



David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Phone: (904) 548-4590  
Fax: (904) 321-2658

***"Practicing Law with Civility is no longer just an option; in Florida, it is mandatory"***

Under Florida law, electronic mail addresses are public records. If you do not want your electronic mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply electronic mail.

**From:** timothy.chambers@thomsonreuters.com [mailto:timothy.chambers@thomsonreuters.com]

**Sent:** Wednesday, August 20, 2014 7:19 AM

**To:** David A. Hallman

**Cc:** Joyce Bradley; Joyce Bradley

**Subject:** paperwork : Westlaw: Nassau County Attorney

David,

Attached is the Westlaw agreement for your services. It is the same content plus the three new online tools (graphical statutes with legislative history and tracking, municipal law, and trial court documents).

The new Westlaw agreement allows for the Florida Statute set to be discounted 50% and put on a term that guarantees a locked in a rate (to control cost and be easy to budget).

Good News:

- I got permission to add in something new called "Matter Room". It allows you to customize the research folders on Westlaw and also include items like word documents, emails, PDFs, etc. into those folders. It is a good place to store documents on cases, issues and topics.
- I'm going to turn the Westlaw order in as a 2 year term instead of a 3 term. Therefore, this will not extend past the current Westlaw agreement. (the West Complete order for the book will still need to be three years)

Please sign and send back as soon as possible.

Tim Chambers  
407-765-5100

**From:** David A. Hallman [<mailto:dhallman@nassaucountyfl.com>]  
**Sent:** Tuesday, August 19, 2014 3:20 PM  
**To:** Chambers, Timothy W. (Legal)  
**Cc:** Joyce Bradley; Joyce Bradley  
**Subject:** RE: Westlaw: Nassau County Attorney

Let's do the West Complete deal.



David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Phone: (904) 548-4590  
Fax: (904) 321-2658



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**From:** [timothy.chambers@thomsonreuters.com](mailto:timothy.chambers@thomsonreuters.com) [<mailto:timothy.chambers@thomsonreuters.com>]  
**Sent:** Tuesday, August 19, 2014 8:54 AM  
**To:** David A. Hallman  
**Subject:** RE: Westlaw: Nassau County Attorney

Thanks David.  
I'm looking forward to working with you.

Tim Chambers  
407-765-5100

**From:** David A. Hallman [<mailto:dhallman@nassaucountyfl.com>]  
**Sent:** Friday, August 15, 2014 1:24 PM  
**To:** Chambers, Timothy W. (Legal)  
**Cc:** Joyce Bradley; Joyce Bradley  
**Subject:** RE: Westlaw: Nassau County Attorney

Mr. Chambers,

That sounds excellent. I will look over the proposal over the weekend and let you know my decision on Tuesday.



David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Phone: (904) 548-4590  
Fax: (904) 321-2658



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**From:** [timothy.chambers@thomsonreuters.com](mailto:timothy.chambers@thomsonreuters.com) [<mailto:timothy.chambers@thomsonreuters.com>]  
**Sent:** Friday, August 15, 2014 12:21 PM  
**To:** David A. Hallman  
**Subject:** Westlaw: Nassau County Attorney

David,

Good News!

The monthly difference to get all three options is very minimal. I updated the quote. I think you will like it.

In addition, I have approval to put your Florida Statutes on a new discount program called "West Complete". It has the same level of steep discount like the "WestPack 50%" but also guarantees a price for three years (that locks the price so you therefore know exactly how much to budget for the book title). It actually puts the Florida Statutes in a monthly rate that offers level pricing. As you know the Florida Statutes updates a few times a year with variable charges and shipments. However, the new "West Complete" includes all of the updates and volumes in a monthly rate (much like how Westlaw works).

Therefore, you have a choice to do either the "WestPack" or "West Complete". You had "Westpack" in the past which guarantees 50% off the future updates. However, the future discounts on this title increases approximately 15% per year. "West Complete" provides the same level of discount but also guarantees that



the rate won't increase more than 5% annually. Both are three year terms.

The "West Complete" provides the best pricing option.

Sincerely,

**Tim Chambers**

West - A Thomson-Reuters business

( **407-765-5100**

( Fax 866-740-2119

\* [timothy.chambers@thomsonreuters.com](mailto:timothy.chambers@thomsonreuters.com)

## Re: County Attorney Contract CM2155 and CM2051-A1

Joyce Bradley

Mon 10/13/2014 7:35 AM

Inbox

To: Cathy Lewis <clewis@nassaucountyfl.com>; Charlotte Young <cyoung@nassaucountyfl.com>;

Cc: Shanea Jones <sjones@nassaucountyfl.com>;

Cathy: Yes, we are receiving the items per the contract and have already been billed. Let's move forward until someone else makes a decision otherwise. thanks

Joyce T. Bradley  
Legal Assistant to  
David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Phone: (904) 548-4590  
Fax: (904) 321-2658

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IRS Circular 230 Disclosure: To ensure compliance with U.S. Treasury Regulations governing tax practice, the Nassau County Attorney's Office hereby informs and notifies each addressee hereof, including any copied addressee, that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed on the addressee under the Internal Revenue Code and the regulations promulgated thereunder; or (ii) promoting, marketing or recommending to another party any transaction(s) or matter(s) addressed herein. To the extent that this communication may be deemed to contain any U.S. federal tax advice, then unless otherwise specifically stated herein, the addressee is expressly notified by the Nassau County Attorney's Office that the addressee may not and cannot rely or base any decision, action or inaction upon the same, but should seek advice based on the addressee's particular circumstances from an independent tax advisor.

---

**From:** Cathy Lewis  
**Sent:** Wednesday, October 08, 2014 11:30 AM  
**To:** Charlotte Young; Joyce Bradley  
**Cc:** Shanea Jones

**Subject:** Fw: County Attorney Contract CM2155 and CM2051-A1

Charlotte-

CM2051-A1 is a two year contract. Is it possible to cancel if subsequently decided subscription not required?

CM2155 is a 36 month contract. Is it possible to cancel if subsequently decided F.S. book set is not required?

Joyce-

- Are you already receiving the subscription service per CM2051-A1? Order date of 8/19/14.
- Have you received the F.S. book set per CM2155? I am assuming the first set would be 2014.

Thank you.

Cathy Lewis, CPA  
Nassau County Board of County Commissioners  
Office of Management and Budget  
Senior Financial Management Analyst  
96135 Nassau Place, Suite 2  
Yulee, FL 32097  
904-530-6005  
clewis@nassaucountyfl.com

---

**From:** Joyce Bradley  
**Sent:** Wednesday, October 08, 2014 11:18 AM  
**To:** Cathy Lewis  
**Cc:** Charlotte Young; Shanea Jones  
**Subject:** Re: County Attorney Contract CM2155 and CM2051-A1

David had met with the sales rep in August and signed the contracts. These contracts were a pricing break and some additional research tools David wanted. Can we keep the contracts right now until whoever takes over decides if they want something else?

Joyce T. Bradley  
Legal Assistant to  
David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Phone: (904) 548-4590  
Fax: (904) 321-2658

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