

CS-14-40

RECEIVED

CONTRACT MANAGEMENT

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

**CM2155**

2014 OCT -2 PM 3: 04

## 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: West Complete for Florida Statutes Books (Acct # 1000319211) Contract Value: \$178.50

Brief Description: Set of Books of the Florida Statutes

Contract Dates : From: Signature to 36 months post signature Status:  New  Renew  Amend#  WA/Task Order


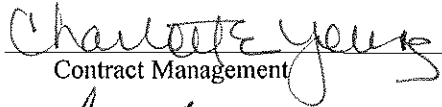

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other  Small Purchase

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

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

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 10/13/14  
Ted Selby Date

### 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

RECEIVED  
 COUNTY MANAGER'S OFFICE  
 14 OCT -7 AM 10:24  
 RECEIVED  
 CONTRACT MANAGEMENT  
 2014 OCT 14 AM 11:04

 <b>THOMSON REUTERS</b>	<h2 style="margin: 0;">Order Notification</h2> <p style="margin: 0;">Contact your representative <a href="mailto:timothy.chambers@thomsonreuters.com">timothy.chambers@thomsonreuters.com</a> with any questions. Thank you.</p>
--	--

Order ID: **591932**

**Subscriber Information**

<p><b>Account Address:</b>                  Account #: 1000319211                  NASSAU COUNTY ATTORNEY                  DAVID A HALLMAN                  96135 NASSAU PL STE 6                  YULEE, FL 32097                  US                  904-548-4590</p>	<p><b>Shipping Address:</b>                  Account #: 1000319211                  NASSAU COUNTY ATTORNEY                  DAVID A HALLMAN                  96135 NASSAU PL STE 6                  YULEE, FL 32097                  US                  904-548-4590</p>	<p><b>Billing Address:</b>                  Account #: 1000319211                  NASSAU COUNTY ATTORNEY                  DAVID A HALLMAN                  96135 NASSAU PL STE 6                  YULEE, FL 32097                  US                  904-548-4590</p>
--	---	--

**Payment and Shipping Information**

**Payment Method:**  
 Payment Method: **WestAccount**  
 Account Number: 1000319211

**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 9:40:39 PM  
 P.O. Number:

**Order Contact Information**

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
David	Hallman	dhallman@nassaucountyfl.com		Order Confirmation Contact	28

**Internal Comments**

Worksheet West Complete: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=609346ac57fe4c1189d32ba5477eb199&pfv=true>

OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=2663a47dc2af4b3cb58aa9d7fee63abf&isofview=yes>

**New Products - Print**

Qty	Product	Material ID	Subscription Type
1	West Complete Library	40666420	West Complete

**Existing Subscriptions to include in West Complete:**

Qty	Material ID	Description
1	22041195	FL STAT ANNO SUB

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

*DAW*  
**Subscriber's Initials for Automatic Renewal Term(s).** Upon conclusion of the Minimum Term, Subscriber hereby requests that West provide subscription services for the above products, billed as set forth on the first page of this Order Form. This Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term 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. Subscriber's 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 Charges 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. If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term or any Renewal Term, the Monthly Charges will not be adjusted. In the event of any cancellation of this Order Form all subscription services shall terminate.

Subscription services consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement volumes, or loose-leaf pages. West's sales representatives will provide additional information regarding frequency and updates upon request. For Transportation Charges and Returns and Refunds see "Additional Terms" herein.

<b>Order Subtotal:</b>	N/A
<b>*Shipping:</b>	FREE
<b>* Estimated Tax:</b>	TBD
<b>Order Total:</b>	\$0.00
<b>Products Under 36 month contract term: \$178.50</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.

**Additional Terms.**

**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.

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

**Signature for Order ID: 591932**

	
Signature of Authorized Representative for order	<b>Nassau County Attorney</b>
<b>David A. Hallman</b>	Title
Printed Name	<b>8-25-14</b>
	Date

## David A. Hallman

---

**From:** timothy.chambers@thomsonreuters.com  
**Sent:** Wednesday, August 20, 2014 7:36 AM  
**To:** David A. Hallman  
**Cc:** Joyce Bradley; Joyce Bradley  
**Subject:** Book Agreement: Nassau County Attorney  
**Attachments:** nassau co atty west complete blank jk.pdf

David,

Good Morning

Here is the paperwork for the Florida Statutes Annotated book discount. Because of your new Westlaw subscription, the statute set will be on a very steep discount and a guaranteed rate for the term of three years. The guaranteed rate will not exceed a 5% annual rate increase (compared to 15%-20% historically for this set). This will be a savings for your office for as long as you have this agreement.

On the top of the second page is discusses that the rate will not increase more than 5% annually during the contracted term. There is also a place to initial on the same page in regards to the renewal after the contracted term. It states that the agreement will be renewed automatically unless give notice not to renew.

We will meet several times before this book agreement term expires and therefore very likely discussing the renewal options.

Action:

- Initial on the second page
- Sign on the last page
- Email back the completed document

Thanks

*1000319211 - Books*

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

*"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) [<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  
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Yulee, Florida 32097  
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**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

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"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.

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Sincerely,

**Tim Chambers**

West - A Thomson-Reuters business

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☎ Fax 866-740-2119

✉ timothy.chambers@thomsonreuters.com



Connected to Microsoft Exchange

- Mail
  - Calendar
  - Contacts
  - Deleted Items (105)
  - Drafts
  - Inbox (7)
  - Junk Email [1]
  - Sent Items
- Click to view all folders
- COMMERCE BLVD - SIGNALIZ...
  - Manage Folders...

Reply
 Reply All
 Forward
 X
 Junk
 Close

**RE: Book Agreement: Nassau County Attorney**  
 timothy.chambers@thomsonreuters.com  
 [timothy.chambers@thomsonreuters.com]

**Sent:** Monday, August 25, 2014 2:42 PM  
**To:** Joyce Bradley  
 1000319211 (books)  
 1003327561 (Westlaw online)

You have two accounts. One if for the books and the other is for the Westlaw. That is why there are two different account numbers listed. I'm not doing anything different with the account numbers.

The Florida Statutes will be on the new flat rate billing plan called "West Complete" and the Westlaw (online) will be enhanced with the new databases.

Please sign and send back when possible.

Thanks

Tim Chambers  
 407-765-5100

---

**From:** Joyce Bradley [mailto:jbradley@nassaucountyfl.com]  
**Sent:** Monday, August 25, 2014 2:29 PM  
**To:** Chambers, Timothy W. (Legal)  
**Subject:** RE: Book Agreement: Nassau County Attorney

Please check our account numbers. Our existing contract is under account number 1003327561. I think we have two account numbers in the system.  
 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.

---

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On the top of the second page is discusses that the rate will not increase more than 5% annually during the contracted term. There is also a place to initial on the same page in regards to the renewal after the contracted term. It states that the agreement will be renewed automatically unless give notice not to renew. We will meet several times before this book agreement term expires and therefore very likely discussing the renewal options.

## 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  
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