

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO. CM3002-A2

CONTRACTOR INFORMATION

Name: Thomson Reuters/West Publishing Corporation

Address: 610 Opperman Drive, P.O. Box 64833, Egan, MN 55123-1803

Contractor's Administrator Name: Jeff Humphrey Title: Account Representative

Tel#: Fax: Email: jeff.humphrey@thomsonreuters.com

CONTRACT INFORMATION

Contract Name: Subscription Agreement Contract Value: \$1,399.00/mo (1st yr); \$1468.94/mo (2nd yr); \$1542.40/mo (3rd yr)

Brief Description: Subscription Agreement - West Proflex

Contract Dates : From: Execution to: 36 months Status: New Renew X Amend# WA/Task Order

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

If Processing an Amendment:

Contract #: CM3002 Increase Amount of Existing Contract: \$69.94/mo
New Contract Dates: No change to No change TOTAL OR AMENDMENT AMOUNT: \$1,468.95/mo

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Denise B. May, Esq., BOS 3/21/2022 County Attorney
2. Anissa Adams 3/23/2022 Submitting Department
3. Chris Lacambra 3/24/2022 Funding Source/Acct #
4. Denise B. May, Esq., BOS 3/24/2022

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Taco E. Pope AICP 3/24/2022
Taco Pope Date

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

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

 THOMSON REUTERS	Order Form	Order ID: Q-02810692
	Contact your representative matt.o'keefe@thomsonreuters.com with any questions. Thank you.	
Sold To Account Address Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE FL 32097-8635 US "Customer"	Shipping Address Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE FL 32097-8635 US	Billing Address Account #: 1003327561 NASSAU COUNTY COMM BOARD MICHAEL MULLIN 96135 NASSAU PL STE 6 YULEE, FL 32097-8635 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".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,468.95	24

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,468.94	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 month, 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

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, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% 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.

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.

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.

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

Acknowledgement: Order ID: Q-02810692

Taco E. Pope AICP

Signature of Authorized Representative for order

County Manager

Title


Taco E. Pope, AICP

Printed Name

3/24/2022

Date

This Order Form will expire and will not be accepted after 5/13/2022.

 THOMSON REUTERS	<h2 style="margin: 0;">Attachment</h2> <h2 style="margin: 0;">Order ID: Q-02810692</h2>
Contact your representative matt.o'keefe@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

<p>Payment Method: Payment Method: Bill to Account Account Number: 1003327561</p> <p>Shipping Information: Shipping Method: Ground Shipping - U.S. Only</p>	<p>Order Confirmation Contact (#28) Contact Name: May, Denise Email: dmay@nassaucountyfl.com</p> <p>eBilling Contact Contact Name Denise May Email dmay@nassaucountyfl.com</p>
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ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003327561	NASSAU COUNTY COMM BOARD	96135 NASSAU PL STE 6 YULEE FL 32097-8635 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	42958180	Practical Law for Government with Dynamic Toolset
2	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
2	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
2	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Susan	Gilbert	sgilbert@nassaucountyfl.com	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
42077754	Westlaw All Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
41933493	Practical Law, Enterprise access, Government
40757481	West Proflex

Charges During Minimum Term										
Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$1,468.95	5.00%	\$1542.40	N/A	N/A	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.

Certificate Of Completion

Envelope Id: EC64E9D563494B7A91C8630A68347F19

Status: Completed

Subject: Please DocuSign: CM3002-A2.pdf

Source Envelope:

Document Pages: 4

Signatures: 6

Envelope Originator:

Certificate Pages: 3

Initials: 0

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

EnvelopeId Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Amber Carter

Location: DocuSign

3/21/2022 3:55:21 PM

acarter@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Denise C. May, Esq., BCS

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)*Denise C. May, Esq., BCS*Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 3/21/2022 4:58:47 PM

Viewed: 3/21/2022 5:45:32 PM

Signed: 3/21/2022 5:45:44 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)*Lanaee Gilmore*Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 3/21/2022 5:45:45 PM

Viewed: 3/23/2022 4:31:09 PM

Signed: 3/23/2022 4:31:26 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chris Lacambra

clacambra@nassaucountyfl.com

Lacambra

Nassau County BOCC

Security Level: Email, Account Authentication
(None)*Chris Lacambra*Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 3/23/2022 4:31:27 PM

Viewed: 3/24/2022 2:28:36 PM

Signed: 3/24/2022 2:28:46 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Denise C. May, Esq., BCS

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)*Denise C. May, Esq., BCS*Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 3/24/2022 2:28:49 PM

Viewed: 3/24/2022 3:48:05 PM

Signed: 3/24/2022 3:48:14 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 3/24/2022 3:48:15 PM Viewed: 3/24/2022 3:57:12 PM Signed: 3/24/2022 3:57:22 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Matt O'Keefe Matt.O'Keefe@thomsonreuters.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/24/2022 3:57:24 PM</p>
<p>Susan Gilbert sgilbert@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/24/2022 3:57:24 PM</p>
<p>Amber Carter acarter@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/24/2022 3:57:25 PM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/24/2022 3:57:26 PM</p>
<p>Heather Nazworth hnazworth@nassauclerk.com Administrative Records Specialist II Nassau County Clerk of the Circuit Court/Comptroller Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 3/24/2022 3:57:26 PM</p>

Carbon Copy Events	Status	Timestamp
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<p>Not Offered via DocuSign</p> <p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/24/2022 3:57:27 PM</p>
<p>Gwen Osbourne Gwenosborne@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/24/2022 3:57:28 PM</p>
<p>Cassandra Browning cbrowning@nassauclerk.com Nassau County Clerk of the Circuit Court/Comptroller Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/24/2022 3:57:29 PM</p>
<p>Sue Boria sboria@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/24/2022 3:57:31 PM</p>
<p>Kari Ulmer kulmer@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	<p>Sent: 3/24/2022 3:57:34 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/21/2022 4:58:47 PM
Certified Delivered	Security Checked	3/24/2022 3:57:12 PM
Signing Complete	Security Checked	3/24/2022 3:57:22 PM
Completed	Security Checked	3/24/2022 3:57:34 PM

Payment Events	Status	Timestamps
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