

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/15/2019

Contract/Lease Control #: C19-2802-LIB

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: THOMSON REUTERS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 4/15/2019

Expiration Date: 4/15/2022

Description of Contract/Lease: WESTLAW FOR LAW LIBRARY

Department: LIB

Department Monitor: STEVER

Monitor's Telephone #: 850-609-5102

Monitor's FAX # or E-mail: JVSTEVER@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



THOMSON REUTERS

Order Form

Order ID: Q-00455768

Contact your representative shermin.islam@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1003136192
OKALOOSA COUNTY BCC
LAW LIBRARY PATRON ACCESS
1940 LEWIS TURNER BLVD RM 2-002
FORT WALTON BEACH FL 32547-1222
US

Shipping Address

Account #: 1003136192
OKALOOSA COUNTY BCC
LAW LIBRARY PATRON ACCESS
1940 LEWIS TURNER BLVD RM 2-002
FORT WALTON BEACH FL 32547-1222
US

Billing Address

Account #: 1003136192
OKALOOSA COUNTY BCC
LAW LIBRARY PATRON ACCESS
1940 LEWIS TURNER BLVD RM 2-002
FORT WALTON BEACH, FL 32547-1222 US

CONTRACT #: C19-2802-LIB
THOMSON REUTERS
WESTLAW FOR LAW LIBRARY
EXPIRES: 04/15/2022

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	\$329.50	36	3%

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 ~~2%~~ TBD. 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. *JM*

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.

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.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

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. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. 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/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.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>

The 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

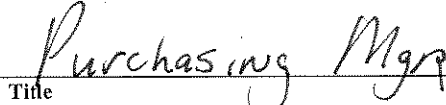
Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product 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

Acknowledgement: Order ID: Q-00455768


Signature of Authorized Representative for order

Jeffrey A Hyde
Printed Name


Title

04/15/2019
Date

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This Order Form will expire and will not be accepted after 6/4/2019.



THOMSON REUTERS

Attachment

Order ID: Q-00455768

Contact your representative shermin.islam@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1003136192

Order Confirmation Contact (#28)
Contact Name: DEBORAH Angerman
Email: dangerman@myokaloosa.com

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

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003136192	OKALOOSA COUNTY BCC	1940 LEWIS TURNER BLVD RM 2-002 FORT WALTON BEACH FL 32547-1222 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Seats	42115621	Pat Acc - National Core for Patron Access
1	Seats	42115635	Pat Acc - Analytical Plus for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
DEBORAH	Angerman	dangerman@myokaloosa.com	EML PSWD CONTACT
DEBORAH	Angerman	dangerman@myokaloosa.com	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
111.11.11.111					

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40988635	Government Select Level 1 States (WestlawNext™)

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: _____ Tracking Number: 3342-19

Procurement/Contractor/Lessee Name: Thomson Reuters Grant Funded: YES ___ NO X

Purpose: Westlaw renewal

Date/Term: 36 months 1. GREATER THAN \$100,000

Amount: \$329/month 2. GREATER THAN \$50,000

Department: _____ 3. \$50,000 OR LESS

Dept. Monitor Name: _____

Purchasing Review

Procurement or Contract/Lease requirements are met:

Victoria Taravella Date: 4/8/19

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____

_____ Date: _____

Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email Date: 4/8/19

_____ Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email Date: 4/15/19

_____ County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____

_____ Finance Manager or designee

Victoria Taravella

From: Karen Donaldson
Sent: Monday, April 08, 2019 12:53 PM
To: Victoria Taravella
Subject: RE: Westlaw Contract renewal - 1003136192 OKALOOSA COUNTY BCC

Victoria

This is approved by risk

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, FL 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Monday, April 8, 2019 11:36 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: Westlaw Contract renewal - 1003136192 OKALOOSA COUNTY BCC
Importance: High

Hello,

Please review the renewal for risk purposes. This is for a legal research service at the law library.
Best,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com
Phone: (850) 689-5960
Fax: (850) 689-5970

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Victoria Taravella

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, April 15, 2019 1:37 PM
To: Victoria Taravella
Cc: Lynn Hoshihara
Subject: RE: Westlaw Contract renewal - 1003136192 OKALOOSA COUNTY BCC

Victoria:

The Westlaw agreement is approved for legal sufficiency.

As to whether I know if a 3% increase is reasonable, I would assume it is reasonable, but that is not within my realm of expertise to determine. You would probably want to speak to Finance to get that answer.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
LLP

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: Victoria Taravella <vtaravella@myokaloosa.com>
Sent: Monday, April 8, 2019 12:36 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Westlaw Contract renewal - 1003136192 OKALOOSA COUNTY BCC
Importance: High

Hello,
Please review for legal purposes.
Thank you,

Victoria Taravella

Contracts & Lease Coordinator
Okaloosa County Purchasing Dept.
5479A Old Bethel Road
Crestview, FL 32536

vtaravella@myokaloosa.com

Phone: (850) 689-5960

Fax: (850) 689-5970

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