

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator

DATE: March 4, 2024

SUBJECT: LexisNexis Amended Contract for the Prosecuting Attorney's Office (PAO)

STATEMENT OF ISSUE:

Since 2020, the PAO has been using Lexis Nexis as its on-line legal research tool. Most legal research is done on-line via a subscription service. The PAO switched to LexisNexis in May 2020 because it was offering discounts to governments during the COVID-19 pandemic.

ANALYSIS:

The PAO successfully has used LexisNexis for the past 4 years.

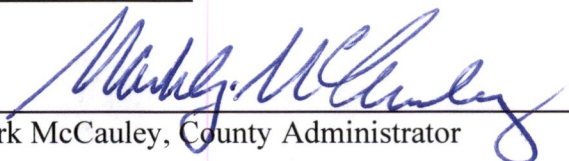
FISCAL IMPACT:

\$1,134 per month for one year. This is not an add to the PAO budget.

RECOMMENDATION:

That the Board of County Commissioners authorize the Prosecuting Attorney to sign the attached contract amendment.

REVIEWED BY:



Mark McCauley, County Administrator Date 2/29/24

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: LexisNexis, a Division of RELX, Inc.

Contract No: PAO-2024-02

Contract For: LexisNexis Legal Research Subscription

Term: 1 year

COUNTY DEPARTMENT: Prosecuting Attorney's Office

Contact Person: Philip C. Hunsucker, Chief Civil DPA

Contact Phone: X. 219

Contact email: phunsucker@co.jefferson.wa.us

AMOUNT: \$1134 per month

Revenue: \$0

Expenditure: \$1134 per month

Matching Funds Required: NA

Sources(s) of Matching Funds: NA

Fund #

Munis Org/Obj

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC [3.55.080](#) AND CHAPTER [42.23](#) RCW.

CERTIFIED: ☐ N/A: ☒

Philip C. Hunsucker

Signature

February 29, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Philip C. Hunsucker

Signature

February 29, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/29/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/29/2024.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

"Subscriber" Name: Jefferson County, Wa Prosecuting Attorney's Office
Account Number: 10001YR7P
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	7
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
WA Practice Library	1012239	7
Prosecutor Premium Library	1011969	7
National Primary Plus	1011510	7
Everything Courtlink minus Runner	1529045	7



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

Core Public Records with Smartlinx Person, Business & Location Reports	1004801	7
City and County Attorney Premium Library	1011966	7
All Legislative Bill Histories	1509667	7
All Briefs, Pleadings & Motions	1010612	7

3.2. In exchange for access to the Lexis Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
07/01/2024 - 06/30/2025	\$1134

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____

(Initial)

3.4. Use of Lexis under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 06/30/2024.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to _____ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County, Wa Prosecuting Attorney's Office
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____

Approved as to form only:

February 29, 2024

Philip C. Hunsucker, _____ Date
Chief Civil Deputy Prosecuting Attorney



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)			
Organization Name (full legal name)		Jefferson County, Wa Prosecuting Attorney's Office	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☐ Yes	☒ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?	☐ Yes ☒ No	PO #	
MSA # if applicable			



"Subscriber" Name: Jefferson County Prosecuting Attorney's Office

Account Number: 10001YR7P

"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users: 7

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users: 21

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Plus	1011510	7
National Core Public Records	1004801	7
WA Practice Library	1012239	7
City and County Attorney Premium Library	1011966	7
All Legislative Bill Histories	1509667	7
Prosecutor Premium Library	1011969	7
National Briefs Pleadings Motions	1010612	7
WA Trial Court Orders	1511812	7
Dockets	1010134	7

3.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 6/30/20	0
7/1/20-6/30/21	100
7/1/21-6/30/22	1000

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.4 Use of Lexis Advance under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 5/31/20.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

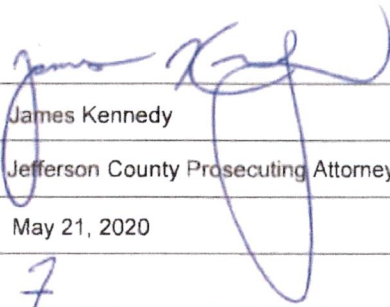
7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis Advance or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Prosecuting Attorney's Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	James Kennedy
Job Title:	Jefferson County Prosecuting Attorney
Date:	May 21, 2020
Number of Professional Users:	7

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Jefferson County Prosecuting Attorney's Office	
Billing Frequency:	☒ Monthly	☐ Annually
Physical Address		Invoice Address
Street Address:	1820 Jefferson Street	P.O. Box 1220
City:	Port Townsend	Port Townsend
State:	WA	WA
Zip:	98368	98368
County:	Jefferson County, Washington	Jefferson County, Washington
Telephone:	360-385-9185	360-385-9185
Fax:		
Parent Company: (if applicable)	N/A	

Type of Organization:☐ Legislative☐ Judicial☒ Executive

Professional User: 7

Practicing Area of Law: (1) Criminal (2) Municipal

Support Staff: 21

Employer Identification Number: 91-6001322

Bar No: WSB # 45329

Issuing State: Washington

Date Issued/Expiration Date: 14 NOV 2020

Organization Web Address: <https://www.co.jefferson.wa.us/347/Prosecuting-Attorneys-Office>Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate)MSA: ☐ Yes ☐ No☐ No

Tax ID No: 91-6001322

State Contract No: N/A
(If applicable)PO No: N/A
(If applicable)**Contacts:**

	Name	Telephone	Email
Installation:	Lysa Phillis	360-385-9359	lphillis@co.jefferson.wa.us
Billing:	Lysa Phillis	360-385-9359	lphillis@co.jefferson.wa.us
Policy/Legal Notification:	Philip C. Hunsucker	360-385-9219	phunsucker@co.jefferson.wa.us
Scheduling/Training:			
Super Admin:	Lysa Phillis	360-385-9359	
	Email		IP Address
	lphillis@co.jefferson.wa.us		https://www.co.jefferson.wa.us/347/Prosecuting-Attorneys-Office

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
James Kennedy	Prosecuting Attorney	jkennedy@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Philip C. Hunsucker	Chief Civil Deputy	phunsucker@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Chris Ashcraft	Chief Criminal Deputy	cashcraft@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Julie St. Marie	Deputy	jstmarie@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Anna Phillips	Deputy	aphillips@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Austin Watkins	Civil Deputy	awatkins@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368
Melissa Pleimann	Deputy	mpleimann@co.jefferson.wa.us	1820 Jefferson St., Port Townsend, WA 98368

Internal Revenue Service

Date: February 28, 2007

COUNTY OF JEFFERSON
% DONNA M ELDRIDGE
PO BOX 563
PORT TOWNSEND WA 98368-0563

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Epling 31-08702
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
91-6001322

Dear Sir/Madam:

This is in response to your request of February 28, 2007, regarding your organization's exemption from Federal income tax.

As a governmental unit or a political subdivision thereof, your organization is not subject to Federal income tax under the provisions of Section 115(1) of the Internal Revenue Code, which states in part:

"Gross income does not include income derived from ... the exercise of any essential governmental function and accruing to a State or any political subdivision thereof ..."

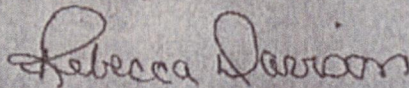
Because your organization is a governmental unit or a political subdivision thereof, its income is not taxable as explained above. Contributions used exclusively for public purposes are deductible under Section 170(c)(1) of the Code.

Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Your organization may obtain a letter ruling on its status under section 115 by following the procedures specified in Rev. Proc. 2004-1 or its successor.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



for Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

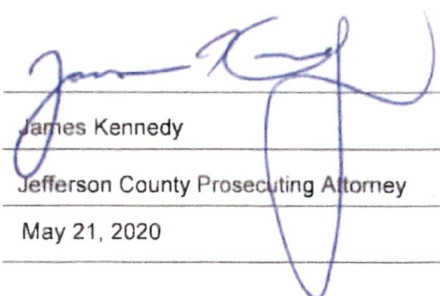


This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and Jefferson County Prosecuting Attorney's Office, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
4. **Miscellaneous.**
 - 4.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
 - 4.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.
 - 4.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Prosecuting Attorney's Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	James Kennedy
Job Title:	Jefferson County Prosecuting Attorney
Date:	May 21, 2020

[COMPLETED BY LEXISNEXIS]

	Authorized Signature:	
	Name:	
	Job Title:	
	Date:	

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.

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 and Serengeti 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. 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 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 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>

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-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 <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.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
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

DocuSigned by:

MICHAEL HAAS

276668A406D947F

Signature of Authorized Representative for order

Jefferson County Prosecuting Attorney

Title

MICHAEL HAAS

Printed Name

5/1/2018

Date

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This Order Form will expire and will not be accepted after 6/30/2018.