

AMENDED ITEM—DECEMBER 19, 2016

CONSENT AGENDA:

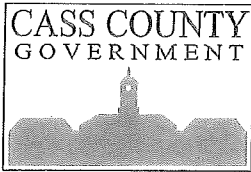
h. Contract approval

SUGGESTED MOTION:

Move to approve the following contract subject to state's attorney approval.

- Westlaw—internet legal research services for the State's Attorney Office.

DEC 16 2016



MEMORANDUM

TO: Commissioners

FROM: Birch P. Burdick
Cass County State's Attorney *B.P.B.*

DATE: December 16, 2016

RE: Westlaw Legal Research – Reduced Cost, Expanded Capability

State's Attorney

Birch P. Burdick

Assistant State's Attorneys:

- Mark R. Boening
- Tracy J. Peters
- Leah J. Viste
- Reid A. Brady
- Kara Schmitz Olson
- Kimberlee J. Hegvik
- Cherie L. Clark
- Tristan J. Van de Streek
- Ryan J. Younggren
- Renata J. Selzer
- Tanya Johnson Martinez
- Katherine M. Naumann
- Joshua J. Traiser

Westlaw is an internet legal research tool. We have subscribed to it for 20+ years, as do other lawyers and judges throughout the legal field. It is covered under our budget.

Recently, Westlaw has been working with the ND Association of Counties to negotiate an agreement where they expand their customer base (other state's attorneys) in ND. That effort would coincidentally reduce costs to current users, including my office. I have just received those papers, but they would need to be executed by Monday, December 19 to be effective.

Enclosed is the proposed contract. It will reduce our monthly expenses by \$320. It will reduce the increase in years 2 and 3 from 4% (amount under existing contract) to 3%. It will also increase our access to data bases and thereby limit extra costs we might incur for use of those databases under the existing contract. Although a 3-year contract, it also contains an addendum allowing me to cancel the contract if the funding/budget for it is not available at a later time.

We have reviewed the changes and believe this works well for us and has no downside.

Victim/Witness Coordinators:

- Brenda Olson-Wray
- Debbie Tibiatowski
- Lori Lawson

Check Division/ Restitution:

- Charlotte Eversvik
- Jeri Kuntz

SUGGESTED MOTION: Authorize the State's Attorney to sign the Westlaw Contract.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

PH: 701-241-5850
Fax: 701-241-5838

WEST ORDER FORM
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS

<i>Check West account status below as applicable:</i>		Rep Name & Number Liz Walgrave 0141816		
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		* * * R E Q U I R E D * * *	
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct # 1000206952	Quote # _____	PO # _____		Date 12-12-16
Name/Subscriber ND CASS COUNTY CASS CO AUDITOR		Bill To Acct # _____		
Order Confirmation Contact Name Renata Selzer				
E-Mail SelzerR@casscountynd.gov				
Password Contact Name (for password delivery) _____		Renata Selzer		
E-Mail _____		SelzerR@casscountynd.gov		
Time and Billing Contact Name _____				
E-Mail _____				
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>	
MSA Jurisdiction _____	Contract # _____	Option # _____		
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>				
Name _____		Attn: _____		
Address _____		Suite/Floor _____		
City _____	State _____	County _____	Zip _____	

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41940094	Government Plan	15	123.07			1846.05

Notes: his order is pursuant to ND Multi-state MSA Contract #215. ND -OPTION 7B

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges \$ 1846.05

Online/Practice Solutions/Software Products Subscriptions
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Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges 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.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term.** Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Minimum Term.** Monthly Charges for the second 12 months will be³ _____% over the first 12 months; Monthly Charges for the third 12 months will be³ _____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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 month-to-month subscription by sending at least 30 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 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	West LegalEdcenter Products Subscriptions	
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Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

24 month Minimum Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

36 month Minimum Term. Monthly Charges for the second 12 months will be 3 % over the first 12 months; Monthly Charges for the third 12 months will be 3 % over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 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 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

West LegalEdcenter annual billing (please check if requested)

	CD-ROM Products	
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Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westlaw access, you will be charged at our then current rate. Westlaw Charges will be invoiced and due monthly as incurred. For your reference, the current Westlaw charges schedules are located at <http://legalsolutions.com/schedule-a-westlaw>. Westlaw charges may change after at least 30 days written or online notice. Modification of Westlaw charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Initials for Post Minimum Term Subscription Services. I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

CD-ROM/DVD annual billing (please check if requested)

	Banded Products Subscriptions	
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You have 15 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase 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, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. If you are ordering the per terminal option, we reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

_____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

_____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be _____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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 month-to-month subscription by sending at least 30 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 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

Print/CD-ROM Products						
Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other Charges	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

____ Initial for Subscription Services. I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access	

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

____ Initial to block roaming access

Miscellaneous

1. **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.

2. **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.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **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 are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM/DVD 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.

6. **Transportation Charges.** Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. **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.

8. **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 is 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.

9. **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
- CD-ROM Products / DVD products
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

Customer Account Address:

Account #: 1000206952
ND CASS COUNTY
CASS CO AUDITOR
PO Box 2806
211 9TH ST S
FARGO
ND
58103
US
701-241-5850

Core Product: Primary Law with KeyCite®: All — North Dakota (WestlawNext™)

Modules Selected

Gov - Analytical Premier For Government (Westlaw™ PRO)
Gov - Know How For Government (Westlaw™ PRO)
Gov - Litigation For Government (Westlaw™ PRO)
Gov - National Core For Government (Westlaw™ PRO)
Gov - National Reporter Images For Government (Westlaw™ PRO)
Gov - West LegalEdcenter For Government (Westlaw™ PRO)

Subscriber's Initials for Modules elected by Subscriber: _____

Date: _____

Printed: 12/12/2016 4:15 PM



Addendum to West Order Form

Subscriber: ND CASS COUNTY

Account #: 1000206952

1. **Effect of Addendum.** The underlying West Order Form, applicable General Terms and Conditions(s) and Schedule A(s) (collectively the "Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control. All other terms and conditions of the Agreement will remain unchanged, except as expressly provided herein.

2. **Modification to Order Form:**

Conditional Discount: You are receiving this special pricing as part of a volume discount quote being made available to the North Dakota Association of Counties ("Association"). You understand that in order to receive this special discount, participating Counties from the Association must submit their completed West Order Form and Addendum by December 19, 2016, and these orders must, in the aggregate, total a minimum of 60 attorneys. If this minimum number of attorneys is not reached by December 19, 2016, the quote is rescinded and the volume discount will no longer be available to the Association.

Discount Application: Pursuant to the conditions outlined above, you understand that the volume discount is only available for this Agreement and for the duration of the Minimum Term therein. If you cancel or terminate this Agreement at any time, you will lose this discount effective immediately.

Please have this document executed by an authorized representative of Subscriber and returned to West Representative Liz Walgrave along with the executed West Order Form on or before December 19, 2016.

West, a Thomson Reuters business

Subscriber

Signed: _____

Accepted by: _____

Name (please print) _____

Title: _____

Title: _____

Date: _____

Date: _____



Government Accounts Only

Non Availability of Funds Addendum to Order Forms West Complete, Assured Print Pricing and Library Savings Plan Orders

Subscriber: ND CASS COUNTY

Account #: 1000206952

Date of Order Form: 12/16/2016

Non Availability of Funds. You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own after the initial 12 months of the Minimum Term. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation.

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Subscriber

Signed _____

Accepted By _____

Name (please print) _____

Title _____

Title _____

Date _____

Date _____