

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

County Attorney, Anne Bast Brown, Ext. 3389

2. MEETING DATE:

September 6, 2016

3. REQUESTED MOTION/ACTION: Motion to approve Order Form and renewal terms for Thomson Reuters/WestLaw subscription.

**4. AGENDA
PRESENTATION
TIME REQUESTED**

(REQUEST WILL BE
GRANTED IF POSSIBLE)

4. Is this item budgeted (if applicable)?: Yes No If No, state action required

Budget Action: Approved in Annual Budget

Financial Impact Summary Statement:

Detailed analysis attached?: Yes No Budget Officer approval

Date _____

Funding Source: Subscriptions Account Number:001-0115-514-54010

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Renewal of the Thomson Reuters/WestLaw subscription and the West Complete Library for the electronic and hard bound book subscription for the County Attorney's office is requested. The Order Form and Agreement secures percentage increases for a period of five years. This allows for a savings on the cost of the hard bound Florida Rules of Court, Federal, State and Local editions and provides electronic access to case law, forms and other necessary research features utilized by the County Attorney.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES <input checked="" type="checkbox"/> NO ___	YES ___ NO ___
				ABB 8.30.16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK: _____

OTHER SPECIFY: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000



THOMSON REUTERS

Order Form

Contact your representative molly.schuetzle@thomsonreuters.com with any questions. Thank you.

Order ID: **807840**

Subscriber Information

Account Address: Levy Co. FL
 Account #: 1003232430
 LEVY COUNTY ATTORNEY
 612 E HATHAWAY AVE
 BRONSON, FL 32621
 US
 352-486-5136

Shipping Address:
 Account #: 1003232430
 LEVY COUNTY ATTORNEY
 612 E HATHAWAY AVE
 BRONSON, FL 32621
 US
 352-486-5136

Billing Address:
 Account #: 1003232430
 LEVY COUNTY ATTORNEY
 612 E HATHAWAY AVE
 BRONSON, FL 32621
 US
 352-486-5136

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", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term and Increase
40988731	Government Select Level 1 States (WestlawNext™) (Banded) See Attachment for Select Product details	1	Atty(s)	60	Year2-1% Year3-1% Year4-1% Year5-1%

Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term and Increase
40666420	West Complete Library See Attachment for product details	1	Package	Gov WP to WCMP 601817076373	601817076373	\$15.96		\$15.96	60	Year2-3% Year3-3% Year4-3% Year5-3%

Subscription Services for Print/ProView eBook Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

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

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

If West Complete designated above and it includes ProView eBook titles, during your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

Minimum Terms



Thomson Reuters Legal Products and Professional Services

These General Terms and Conditions govern your use of the Thomson Reuters Legal information products, software products which include on-premise software and hosted software, and professional services in the Thomson Reuters ordering document. "We", "our", "Thomson Reuters" and "Thomson Reuters Legal" means West Publishing Corporation and our affiliates; "you" and "your" means the Subscriber identified in the ordering document.

The ordering document identifies the Thomson Reuters products and professional services, the quantities, charges and other details of your order. The ordering document also refers to documents which may apply to the products or professional services you selected. The ordering document, any applicable referenced documents and these General Terms and Conditions constitute the complete agreement and supersede any prior discussions or representations regarding your order. If the terms of the ordering document are different from these General Terms and Conditions, the ordering document will have priority. Other terms and conditions you incorporate into a purchase order or similar document shall not apply.

1. License Terms. (a) We grant a non-exclusive, non-transferable, limited license to you to use the product in your ordering document in the regular course of your business. We maintain all rights of ownership to our products. Our products change from time to time. Access to certain data may be restricted. We are not providing legal advice by allowing you to use our products. Your interpretations of data are your own for which you have full responsibility.

(b) On-premise software product licenses include updates (bug fixes, patches, maintenance releases) but do not include upgrades (releases or versions that include new features or additional functionality). You may use our software product in object code only. You may make copies of our software product for backup and archival purposes. The copy must include an embedded copyright or proprietary rights notice. No other copying or reproduction is allowed. You may not modify, translate or create derivative works of our software products.

(c) You may quote and excerpt from our information products in your work with the appropriate cite and credit to the source. Except as provided in paragraph 1 (d), you may store data from our information products in a secure internal system in the regular course of your business. You may display our information product data internally. You may transmit our information product data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business. Copyright notices must be retained on the transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

(d) You may not sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties. You may not use any means to discern the source code of our products.

(e) Your access to certain products is password protected. You are responsible for assigning the passwords and maintaining password security. Sharing passwords is strictly prohibited.

(f) You may not run or install any computer software or hardware on our products or network or introduce any spyware, malware, viruses, Trojan horses, backdoors or other software exploits.

(g) We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b).

(h) If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and

completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by these General Terms and Conditions.

2. Third Party Providers. Our products may include data and/or software from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their additional terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for Westlaw and CLEAR information products go to <http://legalsolutions.com/westlaw-additional-terms> and <http://legalsolutions.com/clear-additional-terms>.

3. Regulated Data. Due to the regulated or private nature of some data in our information products like credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us.

4. Hosted Products. (a) Our hosted products are designed to protect the content you store in the hosted product. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted product, including training, research assistance, technical support and other services. We will not disclose your content except in support of the use of the hosted products or unless required by law. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The agreement will remain in effect through the 180-day extraction period.

(b) We will provide notice to you of any unauthorized third party access to your content of which we become aware in accordance with applicable law and will use reasonable efforts to remediate identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted product from your last available back up copy.

(c) You are responsible for ensuring that your content does not infringe on any intellectual property right, violate any applicable laws or the terms of any agreement. If we are notified that your content may infringe on the intellectual property rights of a third party we may be obligated to delete or disable it from the hosted product under the Digital Millennium Copyright Act (17 U.S.C.A. 512).

5. Professional Services. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

6. Privacy. The parties will at all times process personally identifiable information (PII) you provide to us in accordance with applicable law. You confirm that you will only upload or disclose PII as permitted by applicable law. The parties will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing, or disclosure of PII. Each party will maintain, and will require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, or access. PII includes any information relating to an identified natural person or a natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. Confidentiality. Confidential information received from each other will not be disclosed to anyone else unless required by law or if necessary to perform the agreement. The receiving party agrees that during the term of the agreement and for three years afterward, it will continue to protect the confidential information. The parties will use industry standard administrative, physical and technical safeguards to protect the confidential information. If a court or government agency orders either of us to disclose the confidential information of the other party, the other party will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

8. Warranties and Disclaimer of Warranties. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION. WE WARRANT THAT WE PROVIDE PROFESSIONAL SERVICES USING COMMERCIALY REASONABLE CARE AND SKILL. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

9. Liability. (a) The entire liability of Thomson Reuters or any of our third party providers for all claims arising out of or in connection with the agreement will not exceed the amount of any actual direct damages up to the amounts you paid in the prior 12 months for the product that is the subject of the claim. We are not liable for special, incidental, exemplary, indirect or economic consequential damages, anticipated savings, lost profits, lost business, lost revenue, or lost goodwill.

(b) You are responsible for following all usage instructions, for adhering to the minimum recommended technical requirements, for changes you make to our product, for your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems, and for your failure to install updates. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(c) If a third party sues you claiming that a product you licensed in the agreement infringes that party's intellectual property right and your use of our product has been in accordance with the terms of the agreement,

we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us. You must promptly notify us in writing of the claim, supply information we reasonably request, and allow us to control the defense and settlement. We have no liability for claims that include items not provided by us.

10. Term, Termination. (a) The term and any renewal terms for the product are described in the ordering document.

(b) We may suspend or limit your use of our products or professional services or terminate the agreement if, in our sole discretion, we determine that your use may result in a risk to public safety, or that there has been a breach of security, material breach of your obligations under the agreement, material breach of any other agreement between the parties or a violation of law. If the cause of the suspension is reasonably capable of being remedied, we will provide you notice of what actions you must take to reinstate the product. If you fail to take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement

(c) You may terminate the agreement immediately upon written notice if we commit a material breach and fail to cure the material breach within 30 days.

(d) We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. If an amendment materially changes the agreement, you may request good faith negotiations regarding those terms that materially change the agreement. If the parties cannot reach mutual agreement on the material changes within 30 days, you may terminate the agreement immediately on written notice.

(e) You may terminate the agreement immediately on written notice if you object to amendments made to the third party additional terms under paragraph 2 if the amendments materially change the agreement.

(f) Upon termination, all licenses end immediately. You will return software products to us or uninstall and destroy them. Termination of the agreement will not relieve you of your obligation to pay us any amounts you owe up to and including the date of termination.

(g) Either party may terminate the agreement in part as it relates to any software or other product or service that is licensed or ordered under the agreement if and to the extent that software or other product or service is no longer commercially available.

11. Force Majeure. Each party's performance under the agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. General. (a) You may not assign the agreement to anyone else without our prior written consent. We will provide you with written notice if we need to assign the agreement as part of our business operations.

(b) Any comments, suggestions, ideas or recommendations you provide related to any of our products or professional services are our exclusive property.

(c) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(d) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product - Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or services.

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

Post Minimum Terms

Online/Practice Solutions/Software: 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. 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.

Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after 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. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. 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.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 60 month Minimum Term: \$197.59

Estimated total Monthly Charges for the initial 12 months: \$197.59

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

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 or debit and 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.

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. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and 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 customer, United States federal law will apply and any claim may be brought in any federal court.

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, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict 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.

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.



- CD-ROM Products/DVD Products /i>
- Contract Express
- Hosted Practice Solutions
 - ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

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 30 days written or online notice.

Banded Products Subscriptions The number of 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 ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

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

Signature for Order ID: 807840

ACKNOWLEDGMENT

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 Subscriber.

Signature of Authorized Representative for order	Chairman, Levy County Board of County Commissioners
John Meeks	Title
Printed Name	Date

© 2016 West, a Thomson Reuters business. All rights reserved.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY *Anne Bast Brown*
 Anne Bast Brown, County Attorney

	THOMSON REUTERS	<h3>Attachment</h3>
Contact your representative molly.schuetzle@thomsonreuters.com with any questions. Thank you.		

Order ID: 807840

Payment and Shipping Information

Additional Information

Payment Method:

Created By: 0162196

Payment Method: WestAccount
Account Number: 1003232430

Order Source: 27
Revenue Channel: 01
Order Date: 8/23/2016 4:11:34 PM
P.O. Number:
Additional Data B: 1

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Product and User Details

Banded Products for all users below

40988731 Government Select Level 1 States (WestlawNext™) (Banded)

User	Position	Email
Anne Brown	Attorney	annebrownlevy@bellsouth.net
Susan Haines	Non-Attorney	

West Complete Products

Material #	Products	Quantity	
		Exist	New
40485903	FL COURT RULES STATE, FEDERAL AND LOCAL PAMPHLETS VOLUMES I-III SUB	1	0

CustomPro Product Details

Material ID	Description
40982461	Primary Law with KeyCite®: All — Florida (WestlawNext™)
40981791	Analytical Library Florida (WestlawNext™)
40981495	Federal Materials — Florida (WestlawNext™)

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
GOVERNMENT SELECT ON WESTLAW	0119631980	40988631
FL ANALYTICAL LIBRARY ON WESTLAW	0119631981	40974077
FL FEDERAL ESSENTIAL SOLO ON WESTLAW	0119631987	40973924
FL PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0119631990	40973827

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Anne	Brown	annebrownlevy@bellsouth.net	Order Confirmation Contact	28
Anne	Brown	annebrownlevy@bellsouth.net	Primary Password Contact	24

Office Use Only

Exception Approval Code:E449606

Worksheet West Complete:<https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=86097097a99c4620bd4939e64ac0e707&pfv=true>

Worksheet Custom Pro:[https://ordermation.west.thomson.com/esigs/of.aspx?
pordergroupid=c183d10613de4598b7f5275ae8149391&pfv=true](https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=c183d10613de4598b7f5275ae8149391&pfv=true)

OF Ver:[https://ordermation.west.thomson.com/esigs/ofversion.aspx?
v=true&ordergroupid=3f1e6f04511c4c14a754f3d4b7ae3ab3&isofview=yes](https://ordermation.west.thomson.com/esigs/ofversion.aspx?v=true&ordergroupid=3f1e6f04511c4c14a754f3d4b7ae3ab3&isofview=yes)

Levy County Board of County Commissioners
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

County Attorney, Anne Bast Brown, Ext. 3389

2. MEETING DATE:

September 6, 2016

3. REQUESTED MOTION/ACTION:

Approval of Amendment to Agreement for legal services with Allen, Norton & Blue, P.A., for legal services related to employment issues.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes No *IF NO, STATE ACTION REQUIRED*

BUDGET ACTION: NONE REQUIRED.

FINANCIAL IMPACT SUMMARY STATEMENT: THE IMPACT TO THE BUDGET SHOULD BE MINIMAL, BARRING ANY UNUSUAL OR EXTENSIVE EMPLOYMENT-RELATED LEGAL ISSUES. THERE IS SUFFICIENT MONEY EARMARKED FOR OUTSIDE COUNSEL SERVICES FOR ALLEN, NORTON & BLUE WITHIN THE OUTSIDE COUNSEL LINE ITEM OF THE COUNTY ATTORNEY BUDGET.

DETAILED ANALYSIS ATTACHED?: Yes No BUDGET OFFICER APPROVAL N/A DATE _____

FUNDING SOURCE: PROFESSIONAL SERVICES-ATTORNEYS ACCOUNT NUMBER: 001-0115-514-31110

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The County has relied on Allen, Norton & Blue, P.A. ("ANB"), for many years for legal services related to union and employment issues. Those services have been valuable and have led to a positive and beneficial relationship between ANB and County staff. Recently, the County received a request from Wayne Helsby, the lead attorney providing services to the County from ANB, for a modest increase of \$15 per hour in the attorney hourly rate to a new rate of \$245 per hour. This is the first increase in three years. It is requested that the Board approve the amendment to the County's existing agreement with ANB reflecting the increase in attorney fees.

6. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES <input checked="" type="checkbox"/> NO ___	YES ___ NO ___
				APB 8-11-16	

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK: _____

OTHER SPECIFY: _____

19



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

1477 West Fairbanks Avenue, Suite 100 • Winter Park, Florida 32789
Telephone 407-571-2152 • Facsimile 407-571-1496

August 5, 2016

Anne Bast Brown, Esq.
Levy County Board of Commissioners
County Attorney
612 East Hathaway Avenue
Bronson, FL 32621

Re: Hourly Rates

Dear Anne:

The hourly rates our firm charges for services to the Levy County Board of Commissioners have not been increased since 2013. Accordingly, at this time we request a modest increase of \$15.00 per hour for partners and associates. If acceptable, the new rates would be \$245.00 per hour for partners and associates.

It is a privilege to represent the Levy County Board of Commissioners, and we trust this increase is acceptable. We will make this new rate effective October 1, 2016, unless I hear from you to the contrary.

Please give me a call if you have any questions.

Sincerely,

Wayne L. Helsby

WLH/km

cc: Robert L. Norton, Esq.
Debbie Melara

RECEIVED AUG 8 - 2016
Loge

373445

Miami • Orlando • Tallahassee • Tampa

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS AMENDMENT TO AGREEMENT is made and entered into effective October 1, 2016, by and between Levy County, a political subdivision of the State of Florida (County), and Allen, Norton & Blue, P.A. (Law Firm).

WITNESSETH:

WHEREAS, on July 1, 2013, the County and the Law Firm entered into an agreement for legal services by the Law Firm for the County in connection with various labor and employment matters for the County (herein "the Agreement"); and

WHEREAS, the County and the Law Firm desire to amend the Agreement to provide for an increase in the hourly rate of the Law Firm's partners, senior associates, and associates;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, the County and the Law Firm agree as follows:

1. Paragraph 4 of the Agreement shall be amended as follows (deletions shown as stricken through, additions shown as underlined):

4. The billing rate for partners, senior associates and associates will be ~~\$230.00~~ \$245.00 per hour. The billing rate for paralegals will be \$100.00 per hour. These rates will not be increased during any term of this Agreement without approval of the County.

2. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY

ATTEST: Danny J. Shipp,
Clerk of the Circuit Court and Ex Officio
Clerk to the Board of County Commissioners

John Meeks, Chair

Date: _____

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown

Anne Bast Brown, County Attorney

ALLEN, NORTON & BLUE, P.A.

Kimberly Mason
Witness:

By: Wayne L. Helsby
Wayne L. Helsby
Date: 8/9/16

z:/agr/amend.allennorton&blue.legal.2016
GR-164

**REGULAR MEETING
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
JULY 19, 2016**

The Regular Meeting of the Board of Levy County Commissioners was held on July 19, 2016 at 9:00 A.M. in the Levy County Board of County Commissioners meeting room with the following Commissioners present:

Chairman John Meeks
Comm. Rock Meeks
Comm. Danny Stevens
Comm. Lilly Rooks
Comm. Mike Joyner

Also present were:

County Attorney – Anne Bast Brown
County Coordinator – Fred Moody

Chairman John Meeks called the Meeting to order at 9:00 A.M. Comm. Joyner gave the invocation, followed by the Pledge of Allegiance.

EXPENDITURES

Comm. Stevens made a motion to approve the following expenditures presented for payment. Second was made by Comm. Rock Meeks and the MOTION CARRIES.

CHECK NUMBER	124227-124468
FUND	AMOUNT
GENERAL REVENUE	1,074,154.33
ROAD	51,145.93
SHIP	11,760.00
PAL LIBRARY	4,688.94
MOSQUITO CONTROL	203.78
TRANSPORTATION	1,077.51
911	9,520.22
COURT FACILITIES	15.00
EMS	40,554.57
FIRE	140,082.25
TOURIST DEVELOPMENT	70.33
UTILITIES	2,148.70
ADD COURT COSTS	2,698.06
LANDFILL	80,767.20
MSBU'S	174,674.79
TOTAL	\$ 1,593,561.61

CARR, RIGGS & INGRAM

Martha Garcia-Baker
Presentation of the Fiscal Year 2015 audited financial statements.

Mrs. Garcia-Baker gave a presentation to the Board of the Fiscal Year 2015 audited financial statements from Carr, Riggs and Ingram, the County's independent audit firm.

INGLIS RESIDENTS

Pam Willis, Eldridge Fowler

- A. Communicate information to County Commissioners in relation to the flooding in Inglis/Yankeetown area.

Ms. Willis and Mr. Fowler spoke to the Board providing a slideshow presentation of the newly upgraded culverts in the Inglis/Yankeetown area and thanked the Road Department for their work.

B. Inquire any planned future flood related prevention activities and expected commencement dates.

Ms. Willis and Mr. Fowler inquired of any future flood related prevention activities in the Inglis/Yankeetown area.

After discussion, Mr. Moody stated he would schedule a site visit.

MILLS ENGINEERING

Andrew Carswell, Alice LaLonde

Present bid summary for C326 (Shell Mound Road) SCOP project. – **TABLED** -

DIANE MARCHAND-ANIMAL ORDINANCE REQUEST

Ms. Marchand spoke to the Board and requested implementation of Ordinances for animal and livestock shelter, dog tethering restrictions and more funding for Ag. Division to provide a place for seized animals.

COUNTY COORDINATOR

Fred Moody

Mr. Moody gave an update to the Board of the offer made to Lamar Stegall for the position of DPS Director stating Mr. Stegall had declined the offer. Mr. Moody requested direction from the Board. It was agreed by the Board to offer the position to the 2nd ranked candidate, James Harrell.

TRANSIT

Connie Conley, Director

Request approval for Service Agreements for Creekside Christian and Nature Coast Middle School.

Ms. Conley requested Board approval of the Service Agreements for Creekside Christian and Nature Coast Middle Schools.

Comm. Rock Meeks made a motion to approve the Service Agreements as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

PARKS AND RECREATION

Matt Weldon, Director

Request approval to renew lease with the Bureau of Public Land Administration – Cedar Key Dock.

Mr. Weldon requested Board approval to renew the Submerged Land Lease from March 24, 2016 to March 24, 2021 with the Division of State Lands, State of Florida, Department of Environmental Protection granting use of property known as Cedar Key “Big” Dock, a parcel of sovereignty submerged land in the Gulf of Mexico, Levy County, Florida.

Comm. Rooks made a motion to approve the renewal of Lease as requested. Second was made by Comm. Joyner and the MOTION CARRIES.

PLANNING

Shenley Neely, Planning Director

Request the Board to set a date for a Public Hearing on the “Transmittal” of Comprehensive Plan Amendments to Florida Department of Economic Opportunity.

Ms. Neely requested a date to be set by the Board for a Public Hearing on the "Transmittal" of Comprehensive Plan Amendments to the Florida Department of Economic Opportunity. Ms. Neely requested the date be set sometime after the Planning Commission's regular October 3, 2016 Public Hearing meeting.

The Board agreed to schedule a Public Hearing on October 18, 2016 immediately following the regular Board meeting.

EMERGENCY MANAGEMENT

John MacDonald, Director

Request approval to terminate Tropical Storm Colin Local State of Emergency Declaration.

Mr. MacDonald requested Board approval to officially close and terminate the Tropical Storm Colin Local State of Emergency Declaration.

Comm. Rock Meeks made a motion to approve termination of the Tropical Storm Colin Local State of Emergency Declaration as requested. Second was made by Comm. Stevens and the MOTION CARRIES.

DEPARTMENT OF PUBLIC SAFETY

Alesha Renaudo, Assistant to Public Safety Director

Request approval from the Board to renew the Service Agreement with Replay Systems, Inc. in the amount of \$8,248.00 for the recorder for the ECOM radio system. – **TABLED** -

ROAD DEPARTMENT

Alice LaLonde, Administrative Office Manager

Request approval to amend P.O. 31755 for the purchase of an Eager Beaver Paver Special Trailer to increase from \$62,468.00 to \$67,678.00 for the correct ramps.

Mrs. LaLonde requested Board approval to amend P.O. 31755 from \$62,468.00 to \$67,678.00 due to a communication error with the sales representative with Beard Equipment. Mrs. LaLonde explained the wrong ramps were included on the first quoted price and the difference is \$5,210.00 to get the correct ramps.

The Commissioners agreed to Table this item until the company can be contacted regarding the price increase for the ramps.

Mrs. LaLonde informed the Board of the bridge work to begin on CR339 July 25th. She stated a portion of CR339 from SR27 to CR320 will be closed from July 25th until August 18th for the repair work to be done.

After discussion in the Budget Workshop, Comm. Joyner made a motion to approve the increase to the Purchase Order by the requested \$5,210.00. Second was made by Comm. Stevens and the MOTION CARRIES.

PUBLIC COMMENT

Ms. Collins also stated there is a candidate forum scheduled for this Saturday in Williston from 10:00 A.M. – 1:00 P.M.

Mayor Merritt reminded everyone of the South Levy Marketplace happening this weekend and of the "Stuff the Bus" event taking place to provide school supplies for area students returning to school.

Nancy Winner reminded everyone of the clean-up scheduled for this weekend in Williston.

Scott Lippman stated the new Williston Middle/High School will be opening for classes August 10th.

COMMISSIONERS' REPORTS

Comm. John Meeks read into public record a letter signed by all of the Commissioners to the Levy County Sheriff's Department employees expressing appreciation for their service.

Comm. Joyner stated there is a reading program scheduled for this Saturday at the Inglis Food Lion from 11:00 A.M. -12:00 P.M.

Comm. Rooks stated she is trying to meet with citizens in each municipality listening to their interests and concerns for the county.

Comm. Stevens stated there will be a school supply give-a-way on August 6th at 2:00 P.M. at the new Middle/High School in Williston.

Comm. John Meeks stated he and Comm. Stevens both serve on the Canvassing Board and since they have opposition, two new Commissioners will need to be appointed.

Comm. Stevens made a motion to appoint Comm. Rock Meeks and Comm. Rooks as the alternate to the Canvassing Board. Second was made by Comm. Joyner and the MOTION CARRIES.

Comm. John Meeks stated the Bronson Farmers market will be on Saturday, August 3rd at 8:30 A.M.
Comm. John Meeks gave an update of the DOT assessment of SR 24 concerning the area near the Bronson Speedway which the Commissioners had requested.

Comm. John Meeks spoke of the letter which had been written to DOT regarding the SR 24 issue and the I-75 expansion project.
Atty. Brown stated due to comments brought up in today's meeting, there may be some changes to the letter before sending it to DOT.

The meeting recessed at 10:53 A.M.
The meeting reconvened at 11:18 A.M.

BUDGET WORKSHOP

Jared Blanton spoke to the Board and gave an overview of the budget pointing out options to make the budget balance.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COMMISSION, THE MEETING ADJOURNED AT 1:51 P.M.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FL

Clerk of Court, Danny J. Shipp

Chairman, John Meeks

