

## RESOLUTION 22-1

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WHEREAS, the Sangamon County Circuit Court's legal research contract with Westawleman will be ending on January 31, 2019; and,

WHEREAS, the Judiciary wishes to remain with the current legal research vendor for continuity and continuation of current services; and,

WHEREAS, Westlaw provided a pricing schedule at a cost of \$655.50 for FY19, \$668.61 for FY20, \$681.99 for FY21, \$695.63 for FY22, and \$709.55 for FY23 for patron access internet-based legal research;

WHEREAS, it is the desire of the members of the judiciary to contract with Westlaw for internet-based legal research for a five year period commencing February 1, 2019; and,

**NOW THEREFORE BE RESOLVED,** by the County Board of Sangamon County at its Regular January Session assembled this 8<sup>th</sup> day of January, 2019 that the Sangamon County Circuit Court is hereby authorized to enter into a five year contract with Westlaw for patron access legal research for the period of February 1, 2019 through December 31, 2023.

Court Servi	ces Committee	
Chairman	Pun Den , Membe	r
Member, Member	ale H Forsyld Membe	r
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SANGAMON COUNTY COURT ADMIN

SPRINGFIELD IL 62701-1629 US

Account Address

PATRON ACCESS

200 S 9TH ST

Account #: 1003109243

#### VIUCE POINT

VIUCI ID. V-VUJUUT/2

Contact your representative tim.moore@thomsonreuters.com with any questions. Thank you.

Shipping Address Account #: 1003109243

SANGAMON COUNTY COURT ADMIN

PATRON ACCESS 200 S 9TH ST

SPRINGFIELD IL 62701-1629 US

Billing Address

Account #: 1003109243 SANGAMON COUNTY COURT ADMIN

PATRON ACCESS 200 S 9TH ST

SPRINGFIELD, IL 62701-1629 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West". "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

# ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$655.50	60	2%

#### Minimum Terms

Online/ Practice Solution/Software/ProFlex Products: Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

#### Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our thencurrent rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

#### Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

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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.

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Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

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**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 <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf</a> 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.

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- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
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- Westlaw Public Records

Acknowledgement: Order ID: Q-00360479

#### Additional Order Form Terms and Conditions

#### Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature of Authorized Representative for order	Title	
Printed Name	Date	



### Attacnment

### Oraer 1D: Q-003004/9

Contact your representative tim.moore@thomsonreuters.com\_with any questions. Thank you.

#### Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account Account Number: 1003109243

Order Confirmation Contact (#28)

Contact Name: SUZANNE MAXHEIMER Email: suzannm@co.sangamon.il.us

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003109243	SANGAMON COUNTY COURT ADMIN	200 S 9TH ST SPRINGFIELD IL 62701-1629 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
l	Seats	42115621	Pat Acc - National Core for Patron Access
l	Seats	42115627	Pat Acc - Jury Verdicts for Patron Access
1	Seats	42115635	Pat Acc - Analytical Plus for Patron Access

Account Contact	Account Contact	Account Contact	Account Contact
First Name	Last Name	Email Address	Customer Type Description
Susann	Maxheimer	suzann.maxheimer@co.sangamon.il.us	EML PSWD CONTACT
Suzann	Maxheimer	smaxheimer@co.sangamon.il.us	PATRON ACC TECH CONT

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
198.100.137.001	198.100.137.002				

Lapsed Products		
Sub Material	Active Subscription to be Lapsed	
40988633	Government Select Level 1 States (WestlawNext <sup>TM</sup> )	

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