

**RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR WESTLAW LEGAL RESEARCH SERVICES, LAW LIBRARY**

WHEREAS, Shara H Parkomaki, Director of the Ashtabula County Law Library, has submitted an agreement with Thomson-West for Westlaw Legal Research Services for the approval of this Board; to-wit:

**Provider:** Thomson-West, 610 Opperman Drive, P.O. Box 64833, St. Paul, MN 55164

**Service:** Westlaw Legal Research Services

**Term:** A term of 3 years from date signed

**Cost:** Not to exceed: \$36,288.00; and

WHEREAS, the submitted agreement has been reviewed by the Board and is found to be necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the Westlaw Legal Research Services Agreement with Thomson Reuters is hereby approved in accordance with a copy of said agreement now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-261**

**May 23, 2024**

**RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR  
WESTLAW LEGAL RESEARCH SERVICES, LAW LIBRARY**

**Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.**

**VOTE:**

**Kathryn L. Whittington**

**Absent**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



# Order Form

# Order ID: Q-08126004

Contact your representative [sruthi.koneru@thomsonreuters.com](mailto:sruthi.koneru@thomsonreuters.com) with any questions. Thank you.

**Sold To Account Address**

Account #: 1003927332  
ASHTABULA COUNTY LAW LIBRARY  
PATRON ACCESS  
25 W JEFFERSON ST  
JEFFERSON OH 44047-1027 US

"Customer"

**Shipping Address**

Account #: 1003927332  
ASHTABULA COUNTY LAW  
LIBRARY  
PATRON ACCESS  
25 W JEFFERSON ST  
JEFFERSON OH 44047-1027 US

**Billing Address**

Account #: 1003927332  
ASHTABULA COUNTY LAW LIBRARY  
PATRON ACCESS  
25 W JEFFERSON ST  
JEFFERSON, OH 44047-1027  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,008.00	36

#### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

#### Post Minimum Terms

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 we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

### Miscellaneous

**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-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively 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.

**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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or 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 in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**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.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**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. 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.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Information Security Controls:** The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

**Service Levels:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

### Amended 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 30 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.



# Attachment

# Order ID: Q-08126004

Contact your representative sruthi.koneru@thomsonreuters.com with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**  
 Payment Method: Bill to Account  
 Account Number: 1003927332  
 This order is made pursuant to:

**Order Confirmation Contact (#28)**  
 Contact Name: Parkomaki, Shara  
 Email: shparkomaki@ashtabulacounty.us

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

**eBilling Contact**  
 Contact Name Shara Parkomaki  
 Email shparkomaki@ashtabulacounty.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003927332	ASHTABULA COUNTY LAW LIBRARY	25 W JEFFERSON ST JEFFERSON OH 44047-1027 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Seats	42115621	Pat Acc - National Core for Patron Access
1	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Shara	Parkomaki	shparkomaki@ashtabulacounty.us	EML PSWD CONI AC I
Shara	Parkomaki	shparkomaki@ashtabulacounty.us	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term											
Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$1,008.00	5.00%	\$1058.40	5.00%	\$1111.32	N/A	N/A	N/A	N/A	Monthly

### Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**Acknowledgement: Order ID: Q-08126004**

Kyle B Smith  
Signature of Authorized Representative for order

Kyle B Smith  
Printed Name

Chris ACLWRB  
Title

May 22, 2024  
Date

This Order Form will expire and will not be accepted after 7/20/2024.

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **Law Library Software/Upgrades 2095.210.100-601.0010 in the amount of \$7,056.00 for balance of 2024** and free from any previous encumbrances.

Agreement Title: Thomson Reuters aka West Publishing Corp.



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**David Thomas**  
Ashtabula County Auditor

Date: 4/29/24

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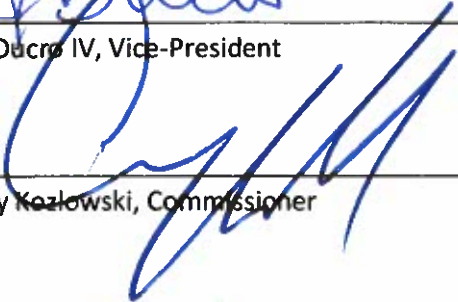
Kathryn Whittington, President



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J. P. Ducro IV, Vice-President

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Casey Kozłowski, Commissioner

Date: 5/23/2024