

RESOLUTION APPROVING COUNTYWIDE AGREEMENT WITH THOMSON REUTERS AKA WEST PUBLISHING CORPORATION FOR LEGAL RESEARCH SERVICES FOR THE LAW LIBRARY, ASHTABULA COUNTY PROSECUTOR AND ASHTABULA COUNTY COURTS

WHEREAS, Shara H Parkomaki, Director of the Ashtabula County Law Library, has submitted an agreement for the approval of this Board; to-wit:

Provider: Thomson Reuters aka West Publishing Co., P.O. Box 64779, St. Paul, MN 55164-0779

Service: Legal Research Services for the Law Library, Prosecutor's office and County Courts

Term: A term of 40 months retroactive to March 1, 2025 and ending June 30, 2028

Cost: Not to exceed: \$178,370.48 (Court pays 47.599%; Prosecutor pays 49.001% and Law Library pays 3.4%); and

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

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County that the agreement is hereby approved in accordance with a copy of said agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-121

March 06, 2025

**RESOLUTION APPROVING COUNTYWIDE AGREEMENT WITH THOMSON
REUTERS AKA WEST PUBLISHING CORPORATION FOR LEGAL RESEARCH
SERVICES FOR THE LAW LIBRARY, ASHTABULA COUNTY PROSECUTOR AND
ASHTABULA COUNTY COURTS**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV	Aye
Casey R. Kozlowski	Aye
Kathryn L. Whittington	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.



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

<u>Check West account status below as applicable:</u>		Rep Name & Number <u> Sruthi Koneru - 6078666 </u>		* R E Q U I R E D * I F N E E D E D	
New <input type="checkbox"/>		Existing with no changes <input type="checkbox"/> Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)			
Acct #	<u> 1000265907 </u>	Quote #	PO #		Date <u> 2/18/2025 </u>
Name/Customer <u> ASHTABULA COUNTY COMMISSIONERS </u>		Bill To Acct # _____			
Order Confirmation Contact Name <u> Shara Parkomaki </u>					
E-Mail	<u> SHPARKOMAKI@ASHTABULACOUNTY.US </u>				
Password Contact Name (for password delivery) <u> Shara Parkomaki </u>					
E-Mail	<u> SHPARKOMAKI@ASHTABULACOUNTY.US </u>				
Time and Billing Contact Name _____					
E-Mail	_____				
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 _____	

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".

Thomson Reuters General Terms and Conditions (available here: <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. This Order Form is subject to our approval.

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex	28			\$4,351.60	36
Notes:						

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

Total Monthly Charges (initial Term) \$ \$4,351.60

Westlaw Roaming

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. **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 will be interpreted under Minnesota state law and 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 customer, United States federal law will apply and any claim may be brought in any federal court.
2. **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://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.
3. **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.
4. **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.
5. **Returns and Refunds.** You may return a print or CD-ROM 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, Peer Monitor and Data Privacy Advisor 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. **Cancellation Notice.** Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.
7. **Transportation Charges.** Print and CD-ROM 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 our then current carrier rate.

Product Specific Terms

8. **Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research, Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.
9. **CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.
10. **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 legalsolutions.com/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
- CD-ROM
- 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

11. **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>.

ACKNOWLEDGMENT

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

Printed Name J. P. Duvro IV
Title President
Date 3-6-25
Signature [Signature]

This Order Form is a legal document between ASHTABULA COUNTY COMMISSIONERS 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".

1. Bridge 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. The Bridge Monthly Charges will continue for the following 4 complete calendar months ("Bridge Period"). At the end of the Bridge Period, your rates and the Minimum Term will be as described in the Order Form.
2. All other terms and conditions of the Order Form remain unchanged. In the event there is a conflict between the terms and conditions of the Order Form and the terms of this Addendum, the terms of this Addendum control.

Full Svc #	Product(s)	Quantity *	Monthly Rate/ Banded/Base Rate	Concurrent User Rate	Other	Bridge Monthly Charges
40757482	WEST PROFLEX	28				3437.36

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

Customer

I warrant that I am authorized to accept the terms of this Addendum on behalf of Customer

By: 

Name (please print): J.P. Duro IV

Title: President

Date: 3-6-25

Customer's Address: 25 W. Jefferson St.
Jefferson, NH 44047

Locations

Account #	Name	Address	City, State Zip	Allocation
1000265907***	ASHTABULA COUNTY COMMISSIONERS ASHTABULA COUNTY COMMON PLEAS COURT	25 W JEFFERSON ST	JEFFERSON, OHIO 44047	47.5990
1000704572	ASHTABULA COUNTY PROSECUTING ATTORNEY	25 W JEFFERSON ST	JEFFERSON, OHIO 44047	49.0010
1000704580	ASHTABULA COUNTY LAW LIBRARY	25 W JEFFERSON ST	JEFFERSON, OHIO 44047	3.4000

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
42510228	Westlaw Edge National Primary Law, Enterprise acce	28	Attorney
42077755	Westlaw All Analytical, Enterprise access	28	Attorney
41933475	Westlaw Litigation Collection, Enterprise access	28	Attorney
42584750	PeopleMap Premier & Company Investigator for Gov	1	Per Seat

Total Monthly Charge: \$4,351.60

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000265907	40757482	WL WEST PROFLEX BANDED
1000704572	40757482	WL WEST PROFLEX BANDED

Billing Method

Decentralized Billing by Customer Defined Allocation

Each participating account location with the subscriber firm/organization will receive a monthly invoice and usage report. Each location identified per the West PROFLEX Addendum will be invoiced based on a percentage allocation of the monthly rate assigned per the allocation indicated below.

Signature Page

RE: an agreement by and between Ashtabula County Commissioners and Thomson Reuters for a county-wide contract Service #40757482 in the amount of \$3,437.36/mo. for 4 months and then in the amount of \$4,351.60 for an additional 36 months

Approved as to Legal Form Only:

By: 
April Grabman,
Ashtabula County Prosecutor

Dated: 2-25, 2025

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 2025 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 Contract Services - Software/Upgrades 2095.210.100-601.0010 in the amount of \$1,355.18 or 3.400% of total monthly amount; Courts – Contract Services 4106.022.100-601 in the amount of \$18,972.50 or 47.5990% of the total monthly amount; and Prosecutor’s Office Contract Services 1001.004.100-601 in the amount of \$19,531.33 or 49.0010% of the total month amount for 2025. The total monthly amount for 2025 is \$3,437.36 for 4 months (March – June) and \$4,351.60 for 6 months (July-December) for total obligation got 2025 of \$39,859.04 and free from any previous encumbrances.**

Agreement Title: Thomson Reuters aka West Publishing Corp.



Scott Yamamoto
Ashtabula County Auditor

Date: 2/25/2025

CONTRACT DETAILS

Each department will be billed based on the % indicated and will be billed separately using the following accounts.
 Court's account #1000265907, Prosecutor's account #1000704572, and Law Library's account #1000704580

TERM	DATES	TOTAL (100%) Cost per Month (Cost per Term)	Court (47.599%) Cost per Month (cost per term)	Prosecutor (49.0010%) Cost per Month (cost per term)	Law Library (3.400%) Cost per Month (cost per term)
4 mo bridge	3-1-25 to 6-30-25	\$3,437.36/mo \$13,749.44(term)	\$1,636.15/mo \$6,544.60 (term)	\$1,684.34/mo \$6,737.36 (term)	\$116.87/mo \$467.48 (term)
3-year contract (YEAR 1)	7-1-25 to 6-30-26	\$4,351.60/mo \$52,219.20 (term)	\$2,071.32/mo \$24,855.84 (term)	\$2,132.33/mo \$25,587.96 (term)	\$147.95/mo \$1,775.40 (term)
3-year contract (YEAR 2)	7-1-26 to 6-30-27	\$4,569.18/mo \$54,830.16 (term)	\$2,174.89/mo \$26,098.68 (term)	\$2,238.94/mo \$26,867.28 (term)	\$155.35/mo \$1,864.20 (term)
3-year contract (YEAR 3)	7-1-27 to 6-30-28	\$4,797.64/mo \$57,571.68 (term)	\$2,283.63/mo \$27,403.56 (term)	\$2,351.32/mo \$28,210.68 (term)	\$163.12/mo \$1,957.44 (term)
TOTAL CONTRACT OBLIGATION 3/1/25 to 6/30/28		\$178,370.48	\$84,902.68	\$87,403.28	\$6,064.52