

**RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR WESTLAW LEGAL RESEARCH SERVICES, COMMON PLEAS COURT**

WHEREAS, Kathy Thompson, Common Pleas Court Administrator, 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 2 years from date signed

**Cost:** Not to exceed: \$57,780.24; 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.

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. 2022-291**

**June 14, 2022**

**RESOLUTION APPROVING AN AGREEMENT WITH THOMSON REUTERS FOR  
WESTLAW LEGAL RESEARCH SERVICES, COMMON PLEAS COURT**

**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.

  
\_\_\_\_\_  
Crystal Sturgill, Clerk of the Board, *Acting*  
Board of County Commissioners  
Ashtabula County, Ohio



THOMSON REUTERS

### Order Form

Order ID: Q-03322980

Contact your representative [chelsea.st.marie@thomsonreuters.com](mailto:chelsea.st.marie@thomsonreuters.com) with any questions. Thank you.

#### Sold To Account Address

Account #: 1000265907  
ASHTABULA COUNTY  
COMMISSIONERS  
ASHTABULA COUNTY COMMON PLEAS  
COURT  
25 W JEFFERSON ST  
JEFFERSON OH 44047-1027 US

#### Shipping Address

Account #: 1000265907  
ASHTABULA COUNTY  
COMMISSIONERS  
ASHTABULA COUNTY COMMON  
PLEAS COURT  
25 W JEFFERSON ST  
JEFFERSON OH 44047-1027 US

#### Billing Address

Account #: 1000265907  
ASHTABULA COUNTY COMMISSIONERS  
ASHTABULA COUNTY COMMON PLEAS  
COURT  
25 W JEFFERSON ST  
JEFFERSON, OH 44047-1027  
US

"Customer"

This Order Form is a legal document between Customer and

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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#### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2407.51	24

#### 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 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

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**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.

**Banded Product Subscriptions.** You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated 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 or increases at any time, we reserve the right to increase your charges as applicable.

#### 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 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.

**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

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 10 of the General Terms and Conditions.

<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.

**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

**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.

**Acknowledgement; Order ID: O-03322980**



Signature of Authorized Representative for order

President

Title

J. P. Ducro IV

Printed Name

6-14-22

Date

This Order Form will expire and will not be accepted after 7/24/2022.



THOMSON REUTERS

# Attachment

# Order ID: Q-03322980

Contact your representative [chelsea.st.maric@thomsonreuters.com](mailto:chelsea.st.maric@thomsonreuters.com) with any questions. Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**  
Payment Method: Bill to Account  
Account Number: 1000265907

**Order Confirmation Contact (#28)**  
Contact Name: Thompson, Kathleen M  
Email: [kmthompson@ashtabulacounty.us](mailto:kmthompson@ashtabulacounty.us)

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

**eBilling Contact**  
Contact Name Kathleen M Thompson  
Email [kmthompson@ashtabulacounty.us](mailto:kmthompson@ashtabulacounty.us)

### ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000265907	ASHTABULA COUNTY COMMISSIONERS	25 W JEFFERSON ST JEFFERSON OH 44047-1027 US	New

### ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
15	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
15	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
15	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

### Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kathleen	Thompson	<a href="mailto:kmthompson@ashtabulacounty.us">kmthompson@ashtabulacounty.us</a>	EML PSWD CONTACT

### Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government

### Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$2407.51	6.00	\$2551.97	N/A	\$N/A	N/A	\$N/A	N/A	\$N/A

### 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.

**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 2022, 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 the following funds:

4106.022.100-601 not to exceed \$14,445.06

for the remainder of the year 2022 and free from any previous encumbrances.

Agreement Title: Westlaw agreement



**Paige Williamson, Fiscal  
Manager ON BEHALF OF**

**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: June 6, 2022