

RESOLUTION 9-1

WHEREAS, the Sangamon County Circuit Court's legal research contract with Westlaw will be ending on December 31, 2011; 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 \$2,446.00 for FY12, \$2,568.00 for FY13, and \$2,696.00 for FY14 for 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 three year period commencing January 1, 2012; and,

NOW THEREFORE BE RESOLVED, by the County Board of Sangamon County at its Regular January Session assembled this 10th day of January, 2012 that the Sangamon County Circuit Court is hereby authorized to enter into a three year contract with Westlaw for legal research for the period of January 1, 2012 through December 31, 2014.

Court Services Committee

Ken Silman, Chairman [Signature], Member
~~[Signature], Member [Signature], Member~~
~~[Signature], Member [Signature], Member~~

Finance Committee

Andy Helms, Chairman [Signature], Member
~~[Signature], Member [Signature], Member~~
~~[Signature], Member [Signature], Member~~
John Fulginiti, Member [Signature], Member

FILED

DEC 14 2011

Joe Aiello
Sangamon County Clerk

**SPECIAL OFFER AMENDMENT
TO WESTLAW® SUBSCRIBER AGREEMENT**

Special Offer Amendment ("Amendment") to Westlaw Subscriber Agreement between County of Sangamon - County Board on behalf of the States Attorney, Office of the Public Defender, Circuit Court and Law Library (librarian use only) ("Subscriber") and West, a Thomson Reuters business ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control. Any modification to the terms and conditions of this Amendment must be in writing and signed by both parties.
 - From January 1, 2013 through December 31, 2013 ("Period 2"), the Period 2 Monthly Guarantee shall be \$2,568.
 - From January 1, 2014 through December 31, 2014 ("Period 3"), the Period 3 Monthly Guarantee shall be \$2,696.

2. **Term and Termination.** This Amendment, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective January 1, 2012 and shall continue in effect until December 31, 2014 (the "Term"). Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to mergers, acquisitions, significant increase in the number of attorneys, owners, partners, associates, staff attorneys or accounting professionals, divestitures or downsizing. In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superseding Amendment is executed by the parties.

3. **Special Offer.**
 - 3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:
 - From January 1, 2012 through December 31, 2012 ("Period 1"), the Period 1 Monthly Guarantee shall be \$2,446.

 - 3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee ("Included Charges"):
 - Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - Selected Practice-Area Materials
 - Legal Texts, Periodicals and Miscellaneous Materials
 - Law Reviews & Journals
 - Online Citation Checking (including KeyCite)
 - Offline Transmission
 - Alert Services (WestClip and KeyCite Alert)
 - Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
 - Westlaw Public Records Library Databases; provided, however, all charges associated with access to and use of Dun & Bradstreet products, Credit Bureau Header, Criminal Records Databases/ARREST-ALL, Real Property Reports, product surcharges, PeopleFinder Reports, EDGAR, Deed Images, WATCHLIST and Westlaw Ancillary Only Public Records shall be billed as "Excluded Charges" (as defined herein)
 - Illinois Analytical Library Databases
 - ALR Database
 - All AmJur Library Databases
 - Corpus Juris Secundum Library Databases

 - 3.3 All charges associated with the use of the following databases, Features and services (as part of all database classifications) shall NOT be included in the Monthly Guarantee and shall be billed in addition to the Monthly Guarantee at then-current Schedule A Plan 2 rates ("Excluded Charges"):
 - Alert Services (WestClip and KeyCite Alert continuous frequency)

- BNA Databases
- CCH Databases
- Charges for any third party Westlaw Feature(s) released during the Term
- Company Profiles Database
- Dockets
- Enflex Databases
- Graphical Bills
- LRP Secondary Databases (non-JV)
- News Select Library Databases
- NewsRoom Library Databases
- Parcel Maps
- PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets, Experian Smart Business Reports, Investext and Patent Image)
- People Map
- Premier Databases
- Profiler Databases
- Specialty Databases
- All Texts and Periodicals (TP-ALL) Library Database
- West Batch Processing
- West Reporter Images
- Westlaw Ancillary Only Library Databases
- Westlaw Business Services on Westlaw Library Databases
- Westlaw Case Calendaring
- Westlaw CiteAdvisor
- Westlaw CourtExpress Document Research & Retrieval
- Westlaw Legal Calendaring
- WestlawNext platform (NOTE: not all content and Features are accessible via WestlawNext. Included Charges content and Features, set forth herein, will also be billed WestlawNext Access Charges)
- Westlaw Tax

3.4 West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. **Non-Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under this Amendment, or if Subscriber receives a lawful order issued in or for any fiscal year during the Term of this Amendment that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber may submit a written notice to West seeking cancellation of the service and the Subscriber Agreement and this Amendment, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation. Any

termination hereunder will be effective on the first day of the month following such 30 days notice.

5. **Print Products.** During the Term of this Amendment, Subscriber shall receive a 50% discount from the ongoing subscription update charges for Subscriber's West print product subscriptions set forth on Exhibit 1 hereto; provided, that Subscriber maintains the Westlaw pricing under the terms set forth in paragraph 3 herein. During the Term Subscriber agrees not to terminate its subscriptions to the West print products set forth on Exhibit 1. At the end of the Term, Subscriber shall be billed at then-current rates for all of its West print product subscriptions.
6. **Subscriber's Offices.** This Amendment shall be effective for Subscriber's offices as outlined on Exhibit 2.
7. **Support and Training.** Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:
 - (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
 - (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
 - (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.
8. **Confidential Information of West.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson Reuters business

By _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

County of Sangamon - County Board on behalf of the States
Attorney, Office of the Public Defender, Circuit Court and Law
Library (librarian use only)

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires November 28, 2011 at 7:00 p.m. CST

11/28/2011

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment

_____ Default

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ As Is

Subscriber's current billing arrangement should remain unchanged.

_____ Alternative # 2

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ Alternative # 3

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

Print products 50% off

EXHIBIT 1

Ship-To Customer Desc	Sold-To Customer	Ship-To Customer	Product #	Product Description	Deal Copies
SANGAMON COUNTY CIRCUIT CLERK	1000504918	1000504918	15708006	IL VEHICLE CODE PAM SUB	2
SANGAMON COUNTY CIRCUIT CLERK	1000504918	1000504918	15708006	IL VEHICLE CODE PAM SUB	2
SANGAMON COUNTY CIRCUIT CLERK	1000504918	1000504918	18458382	IL CR S/F V1-2 SUB	1
SANGAMON COUNTY CIRCUIT CLERK	1000504918	1000504918	18458382	IL CR S/F V1-2 SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	11680786	IL PATTERN JURY CIV W/FOCD SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	11680786	IL PATTERN JURY CIV W/FOCD SUB	6
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	12132132	IL FAMILY LAW & COURT RULES PAM SUB	4
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	15334364	IL COURT RULES CIR CT PAM SUB	13
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	18458382	IL CR S/F V1-2 SUB	13
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	18458382	IL CR S/F V1-2 SUB	13
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	21004669	IL DIG 2D SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	21012874	IL DECNS SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	21041939	IL COMP STAT SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	40103233	IL TRIAL HNDBK HOMICIDE SUB	1
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	40176114	IL CRIM & MOTOR VEHICLE LAW PAM SUB	13
SANGAMON COUNTY CIRCUIT COURT	1000576660	1000576660	40176114	IL CRIM & MOTOR VEHICLE LAW PAM SUB	13

