

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number Malouf 0009630	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # 1003252810	PO # _____	Date _____	
Name/Subscriber Cuyahoga County Law Library Resources Board Patron Access		Bill To Acct # _____	
Order Confirmation Contact Name Kathy Dugan			
E-Mail kdugan@clelaw.lib.oh.us			
Westlaw Password Contact Name (for password delivery) Kathy Dugan			
E-Mail kdugan@clelaw.lib.oh.us			
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 _____

WestlawPRO™/CD-ROM/West LegalEdcenter Products

Full Sys #	WestlawPRO/CD-ROM/ WLEc Products	# of Passwords/ FTEs/Students/ Terminals/CD/ Conc. Patron Users	Monthly Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41221247	Patron Select	3				\$6,788

Notes: Notwithstanding anything to the contrary contained in the Schedule A, by ordering the above listed products Subscriber may provide wireless access to Westlaw Patron Access via its own internal network and limited to the number of concurrent users set forth herein. Such wireless access may be via Subscriber provided and/or walk-in patron provided hardware. Subscriber shall be responsible for limiting wireless access to Westlaw Patron Access to within the physical confines of Subscriber's library. Remote access (including remote wireless access) to Westlaw Patron Access from outside the physical confines of Subscriber's library in any manner whatsoever is strictly prohibited. (Of Internal Use Only: Set Name Line 2 as Wireless Patron Access)

Total Monthly Charges \$ **6,788**

Monthly charges ("Monthly Charges"), are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for WestlawPRO and/or West LegalEdcenter products will be billed as set forth herein. Any additional users added to any existing Per User WestlawPRO and/or CD-ROM product licensed by Subscriber from West shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Charges for the second 12 months not to increase by more than _____ % over the Monthly Charges for the initial 12 months.

Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than **FIVE** % over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **FIVE** % over the Monthly Charges for the second 12 months.

Non-Government Subscribers Only. Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

Government Subscribers Only. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

N/A **Subscriber's Initials for Banded Products.** Subscriber has _____ attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users or students and Personnel (if ordering a Paralegal Plan) for the location identified above or FTE's (if ordering Campus Research) for WestlawPRO, CD-ROM case law and/or West LegalEdcenter orders. If West learns that the actual number exceeds the number certified above, West reserves the right to increase Subscriber's charges as applicable.

N/A **CD-ROM, DVD and/or West LegalEdcenter annual billing (please check if requested)**

Internal Corporate Use Only

BND

West LegalEdcenter Online Features and Services:

N/A **Subscriber's Initials** - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLB Pass shall be billed at then-current rates via credit card billing.

Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): Kathy Dugan

Telephone: (216) 443-8621

E-Mail Address: kdugan@clelaw.lib.oh.us

Current Account #: 1003252810

Patron Access: IP Address: (on file)

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range N/A

* Orders submitted without IP Address information may delay set up and access

Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

3 Concurrent users will be used for Patron Access (not required for Campus Research).

In the event Subscriber desires to increase the number of publicly accessible terminals or concurrent users, Subscriber must contact West. If West learns that Subscriber has increased the number of publicly accessible terminals, West reserves the right to increase Subscriber's charges as applicable.

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Bml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

WestlawPRO Renewals

*Current Monthly Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	WestlawPRO Products	Current Monthly Charges*
N/A		

Notes:

Subscriber's Initials for 12 Month Renewal Term ** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term.

Subscriber's Initials for 24 Month Renewal Term ** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term ** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Term and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

**Effective at the end of the current Minimum Term or current Renewal Term.

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at then current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+								
Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
N/A								

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized Westlaw Password Holder for Westlaw QuickView+

Last Name _____ First Name _____ E-mail _____

Print Products/Other Products					
Full Svc#	Print Products and Other Products	Quantity	List Charges	Other	Charges
N/A					

Notes:

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service, Passwords and West km. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all of Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber with access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable period of time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data.

10/1/12

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General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	# of Passwords
	*** All existing Westlaw subs ***	

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products), and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) and/or the Thomson Innovation Schedule and Third Party Terms Schedule for Thomson Innovation) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature: [Signature] Date: 4/24/13

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name: _____

Title: _____

Date: _____

Signature: [Signature]

Edward FitzGerald
County Executive

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge _____

AUTHORIZED WEST REPRESENTATIVE

Signature: [Signature]

Printed Name: Aimee Blatz

Title: Manager

Date: 3/11/2013

WestlawPRO - Deal Builder - Patron Access Select - WestlawNext - Modules Addendum**Customer Account Address:**

Account #: 1003252810
 CUYAHOGA COUNTY
 LAW LIBRARY RESOURCES BOARD
 PATRON ACCESS
 1 W LAKESIDE AVE STE 404
 CLEVELAND
 OH
 44113
 US
 216-861-5070

Core Product: Primary Law with KeyCite®: All — Ohio (WestlawNext™)

Modules Selected

Corpus Juris Secundum® (WestlawNext™);
 All *American Jurisprudence*® Library (WestlawNext™);
 All Analytical Library (WestlawNext™);
 All Dockets without Tracking (WestlawNext™);
 All Primary Law (WestlawNext™);
 All State and Federal Briefs (WestlawNext™);
 Analytical Library Ohio (WestlawNext™);
 Civil Pleadings, Motions & Memoranda Plus — Ohio (WestlawNext™);
 Employment Practitioner Core — Ohio (WestlawNext™);
 Estate Planning Practitioner Core — Ohio (WestlawNext™);
 Family Law Practitioner Core — Ohio (WestlawNext™);
 Form Finder Advantage (WestlawNext™);
 Jury Verdicts Combined (WestlawNext™);
 National Jury Instructions (WestlawNext™);
 Ohio Practice Series (WestlawNext™);
 Public Employee Reporters Ohio Library (WestlawNext™);
 Real Property Practitioner Core — Ohio (WestlawNext™);
 Related Documents (WestlawNext™);
 State Trial Court Orders (WestlawNext™);
 Treatises And Forms Government Select (WestlawNext™);

Subscriber's Initials for Modules elected by Subscriber: EF/MLC

Date: _____

Printed: 2/7/2013 8:04 AM

Edward FitzGerald
 County Executive

Also

Multi-State Analytical

EF/MLC

Edward FitzGerald
 County Executive

WEST.

A Thomson Reuters business

Government Accounts Only**Addendum to West Order Form for WestlawPRO Orders**Subscriber: **Cuyahoga County Law Library Resources Board**Account #: **1003252810**

Date of Order Form: _____

Patron Access — X

1. **Effect of Addendum.** The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A ~~Plan 2~~ WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum 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 Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-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 the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, 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 (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business

Subscriber

*Edward FitzGerald*Signed: *Aimee M Blatz* X

Accepted by: _____

Name (please print): *Aimee M Blatz*Title: **Edward FitzGerald**
County ExecutiveTitle: *Manager*Date: *4/24/13*Date: *3/11/2013*

Government Accounts Only

Addendum to Subscriber Agreement for Westlaw and CD-ROM Libraries

Subscriber: Cuyahoga County Law Library Resources Board

Account #: 1003252810 (Patron Access)

Date of Order Form: _____

1. **Effect of Addendum.** The underlying Subscriber Agreement for Westlaw and CD-ROM Libraries, West Order Form and Schedule A Plan 2 WestlawPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum 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 Addendum, the terms and conditions of this Addendum shall control.

2. **Modification to the Subscriber Agreement.** Notwithstanding anything to the contrary in the Subscriber Agreement, either party may, at its option, terminate this Amendment upon 60 days written notice to the other party with the termination effective on the first day of the month following such 60 days.

Except as expressly provided herein, all other terms and conditions of the Subscriber Agreement will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the Order Form.

West, a Thomson Reuters business

Aimee Blatz

Accepted by: _____
Aimee Blatz

Title: _____
Manager

Date: _____
4/17/2013

Subscriber

Signed: X _____
Ed FitzGerald

Name (please print): _____
Edward FitzGerald
County Executive

Title: _____
Date: _____
4/24/13

Subscriber Agreement for Westlaw® and CD-ROM Libraries

Westlaw

Part of Thomson Reuters

AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw.** Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights In Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and Internet Based Services.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **Internet Based Services.** Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

(a) **Use of Westlaw Data.** Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

1681b), Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

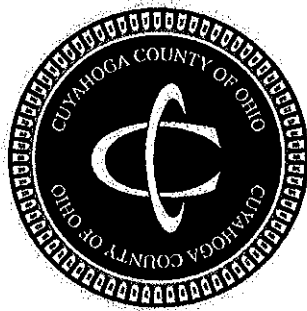
16. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

Schedule A to Subscriber Agreement

WestlawPRO™ - Westlaw Patron Access for State and Local Law Libraries

Available only to state, county or municipal government law libraries and public libraries that are open to the public.

1. **Monthly WestlawPRO Charges.** The monthly WestlawPRO charges (Monthly WestlawPRO Charges™) for the products elected by Subscriber appear on the Order Form and include usage, communications, offline transmission (as limited by the User Agreement), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Access to and use of databases, Features and services that are not part of the WestlawPRO products elected by Subscriber shall be blocked.
2. **Authorized Use.** Access to certain Features and databases of Westlaw Patron Access (e.g. such as downloading, fax, e-mail, WestClip, KeyCite Alert, etc.) are or may be restricted by West. Westlaw Patron Access will be accessible only upon a limited number of publicly accessible terminals, the number of which will be designated by Subscriber on the Order Form. Westlaw Patron Access can be accessed when walk-in patrons of Subscriber click on a Westlaw icon or a link placed on the desktop of Subscriber-designated terminals. Westlaw passwords will be held at West and shall not be revealed to Subscriber or Subscriber's patrons. Walk-in patrons of Subscriber must assent to and submit to West an online click through license agreement prior to accessing Westlaw Patron Access. Access to Westlaw Patron Access shall be performed only on Subscriber's premises. Any remote access to Westlaw Patron Access by Subscriber's patrons is strictly prohibited.
3. **Training.** Basic Westlaw training will be provided at no charge at West Information Centers or via telephone for Subscriber's personnel who will use or instruct others in the use of Westlaw.
4. **Subscriber's Obligations.** Subscriber understands and acknowledges that the functionality of Westlaw Patron Access cannot and does not limit access to non-West Internet sites. Subscriber shall be responsible for controlling network access to the Internet or internal library sites.
5. **Increase in Terminals.** In the event Subscriber desires to increase the number of publically accessible terminals or that West learns that Subscriber has increased the number of publically accessible terminals without contacting West, the parties shall enter into good faith negotiations regarding the terms and conditions of the Order Form and the Subscriber Agreement.



The Cuyahoga County Contracts and Purchasing Board

Justification for Sole Source Purchases or Contracts

Requestor: County Law Library/Kathleen M. Dugan, Esq., MLS Date: 2-21-13
Requisition Number: LL001-13-26916
Requestor Phone Number: 216-861-5070

1. Vendor/Department Information

Department: Cuyahoga County Law Library Resources Board

Vendor/Contractor Name: West, a Thomson Reuters Business

Vendor Contact Name: Bob Malouf

Address: 5483 Rosalind Blvd.

City, State, Zip Code: Powell, OH 43065

Telephone Number: 1-614-717-9060

OPD Review (FOR OPD USE ONLY)

Verified that form is properly completed ☐

Verified that Affidavit is properly completed ☐

Director

Date:

2. What is the product/service that you seek to acquire?

An online plan from Westlaw for Patron Access.

3. Will this purchase obligate Cuyahoga County to this or any other vendor for future purchases, for example, maintenance, licensing or continuing need? ☐ Yes ☒ No

If yes, please provide details regarding future obligations and/or needs.

What is the duration of this purchase, including number of "potential" renewal options?

This purchase is for a 3 year contract for the period 4/1/2013-3/31/2016.

4. Why do you need to acquire these goods or services?

Our patrons and staff need the databases included in the plan for legal reference and research.

5. Why are the requested goods/services the only ones that can satisfy your requirements? What are the unique features of the product or service that are not available in any other product or service? Provide specific, quantifiable factors/qualifications.

The databases in the patron plan contain unique treatises, practice guides, and forms sets that are written by experts in particular fields of law. West holds the copyright or license on all of these online books, and they are proprietary to the vendor. Although the Law Library purchases online books from many legal resource vendors, as part of maintaining a broad subject matter collection, authors and publishers each treat similar legal issues uniquely and differently. The databases included in the patron plan also include national and state primary law, all of which have been enhanced with West's value-added search engine, digest references, "Related Documents" (formerly known as Results Plus), and KeyCite materials. The Law Library needs the patron databases in order to provide meaningful reference and research assistance to patrons.

6. Were alternative goods/services evaluated? If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility. If no, why were alternatives not evaluated?

The Law Library always considers available alternatives from competitive vendors, such as Lexis and BNA Bloomberg, and did so in the present case. As part of contract negotiations with vendor, the Librarian and the Library's Technical Services staff engaged in a sophisticated and lengthy evaluation of all of the Library's existing database holdings from all vendors, including West, to determine which vendor materials would provide the best resources for patrons and staff. However, for the reasons stated in section 5 above, the databases in the proposed patron plan are unique, proprietary, and essential for the Law Library to provide for the diverse reference and research needs of its patrons.

7. Identify specific steps taken to negate need for sole source provider.

Through research of publisher websites and library resource guides, the Librarian ascertained that none of the online books in the proposed patron plan are sold online by other vendors. Although the primary law contained in the proposed patron plan is available in raw form from other vendors, and some of it is also available for free on the Internet, Westlaw compiles and

enhances these resources with a value-added search engine, digest references, "Related Documents" (formerly known as Results Plus), and KeyCite materials, none of which are available from any other vendor. As a result, alternative options would not enable the Law Library to provide the caliber of legal reference and research materials necessary to serve the diverse needs of our patrons. See also responses above.

8. Has your department bought these goods/services in the past? ☒ Yes and ☒ No

If yes, who was the contractor/supplier and was the requirement competitively bid or sole source? What was the last date and price paid for goods/services?

The Law Library currently purchases some of the databases in the proposed patron plan, but a few of the databases would be brand new acquisitions. Databases under a current contract were previously purchased as a sole source procurement. The current contract (\$206,812.00) began on March 15, 2010 and expires on March 31, 2013.

9. What efforts have been made or are being made to reduce the Department's reliance on a sole source provider for these goods/services in the future?

See answers in response to items 5-7 above.

10. What efforts were made to get the best possible price?

The Librarian engaged in aggressive negotiations with the vendor's representative for this contract and 2 other contracts currently pending for a) West books and b) a Westlaw online access plan for the Law Library's staff. The Librarian insisted on migrating to West's new product, WestlawNext, and was able to convince the vendor to hold annual price increases to only 5%. The Librarian also pressured the vendor to consider all 3 contracts together when evaluating the Law Library's purchases, despite reductions in the proposed staff plan and the number of books the Law Library hopes to purchase this contract cycle. This enabled the Law Library to obtain several complimentary patron and staff databases and the equivalent of a 59% discount on all books it proposes to purchase on a companion contract. This discount is much greater than the 44% discount the Law Library realized under its current 3-year book contract with West.

11. Why is the price for this purchase considered to be fair and reasonable?

See response to question 10 above.

12. Amount to be paid: \$256,812 over 3 years

Departmental Approval:

William M. Dugan, ESQ., MLS
Department/Office/Agency Director

2/21/13
Date:

Please print and submit to The Office of Procurement and Diversity along with completed requisition in BuySpeed Online.

For Questions call the Office of Procurement & Diversity at 216-443-7200

**BEFORE THE CUYAHOGA COUNTY
CONTRACTS AND PURCHASING BOARD**

Vendor's Sole Source Affidavit

Requisition No. _____

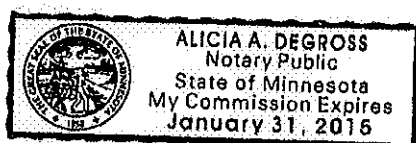
Affiant, Aimée M. Blatz, being first duly cautioned and sworn, deposes as follows:

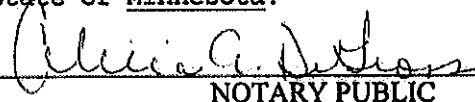
1. I have personal knowledge of all facts recited herein.
2. I am the Manager of Government Contracts (official title and capacity) of West Publishing Corporation d/b/a West, a Thomson Reuters business (company name) with its principal place of business at 610 Opperman Drive, Eagan, MN 55123 (full address).
3. West Publishing Corporation d/b/a West, a Thomson Reuters business (company name) is the sole source provider of Patron Access (goods/services to be provided).
4. Patron Access (goods/services to be provided) cannot be legally purchased through another source other than _____ (company name) for the following reasons: Please see attached sole source document.
5. I am aware and agree that all contracts/purchases made by Cuyahoga County, including the subject contract/purchase, are subject to all applicable County ordinances, including, but not limited to, the Contracting and Purchasing Procedures Ordinance, the Ethics Ordinance, and the Inspector General Ordinance. I am aware that Cuyahoga County's ordinances are available on the Cuyahoga County Council web site at <http://council.cuyahogacounty.us>.
6. I am aware that Cuyahoga County intends to purchase the above-referenced goods/services without competitive bidding in reliance upon my sworn representations herein.
7. I am aware and agree that this Affidavit and the statements contained herein are made under penalty of perjury.
8. I am aware that this Affidavit and the statements contained herein are subject to investigation by the Cuyahoga County Office of the Inspector General, and any false statements herein can result in criminal prosecution.



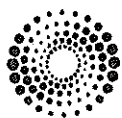
AFFIANT

Sworn to and subscribed before me this 27th day of February, 2013, in Eagan (City/Village/Township), County of Dakota, State of Minnesota.




NOTARY PUBLIC

My commission expires: 1-31-2015



THOMSON REUTERS

Bob Malouf
Sales Consultant

5483 Rosalind Blvd
Powell, OH 43065
Phone: (614) 717-9060
Fax: (866) 535-1489
Bob.Malouf@thomsonreuters.com

February 26, 2013

Kathleen M. Dugan
Cuyahoga County Law Library Resources Board
1 West Lakeside Ave., Floor 4
Cleveland, OH 44113

RE: Sole Source Designation—WestlawNext

Dear Ms. Dugan:

West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 135 years. We are pleased to have the opportunity to provide you with information concerning WestlawNext, West's next generation research solution.

This letter is to confirm West's status as the sole source provider for WestlawNext, which includes the following exclusive features and services, as well as access to exclusive content on Westlaw:

Exclusive Features and Services

- **WestSearch.** WestSearch is the world's most advanced legal search engine. It leverages more than 100 years of West's editorial analysis of the law, and it emulates the best practices of experienced legal researchers. It incorporates the following key components:
 - **West Key Number System**—The West Key Number System is the foundation of WestSearch. Because thousands of West attorney editors have read, summarized, and classified the law by topic for more than 100 years, WestSearch can identify the topics of law best represented by the terms of a search and return highly relevant documents for those topics, even if the documents don't have the terms that were put into the search box.
 - **KeyCite**—KeyCite maps the citation network among all federal and state cases in the West National Reporter System (as well as more than 1 million unpublished cases), federal and state statutes, and thousands of secondary source publications. WestSearch analyzes the rich connections among documents, making results more inclusive and bringing the most relevant documents to the top of the list.
 - **West Secondary Sources**—With thousands of practice guides, legal encyclopedias, and authoritative treatises, WestSearch can find primary law that is heavily discussed in each jurisdiction and detect similar phrases that apply to the concepts in question.

WestSearch employs West's editorial assets much like an expert researcher would—only faster—to find the best documents for a search. It also learns from the research of professional users of WestlawNext, so that the great results delivered today just get better and better.

- **Case Summaries.** These editorially created summaries help researchers to move through result lists efficiently, providing understanding at a glance what a case is about.
- **Foldering.** WestlawNext allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on WestlawNext, including the folder name. They can save the document they are viewing with a few

mouse clicks, or they can highlight portions of document and save that selected text to a folder. Users can even use drag-and-drop to add documents to a folder.

- **Notes and Highlighting.** WestlawNext's new Notes and Highlighting feature allows users to highlight text online as they do with print materials. This helps researchers to refocus on their previous research when they return to a document. Users can type in their own personal notes on a particular case for future reference, make a note to themselves to follow up on something, and overall, keep their thought process going and productively captured.
- **Visual Indicators.** WestlawNext helps researchers easily determine when they've already viewed or worked with a document. Icons for Already Viewed, Folders, and Notes help researchers to avoid retracing their steps.
- **System Availability.** West's expertly trained staff helps ensure that uninterrupted Westlaw service is provided 24 hours a day, 7 days a week, 365 days a year. In contrast, other computer-assisted legal research providers shut down their systems regularly (e.g., nightly, weekly) for maintenance and updating.

Exclusive Content

A single search on WestlawNext leverages thousands of sources on Westlaw, many of them exclusive sources such as the following:

- | | |
|---------------------------------|--|
| ▪ National Reporter System | ▪ Full American Jurisprudence Library |
| ▪ West Key Number System | ▪ Corpus Juris Secundum (CJS) |
| ▪ West's Editorial Enhancements | ▪ Public Utilities Reports (PUR) |
| ▪ Full Restatements of the Law | ▪ Briefs on Westlaw (more than 2.3 million briefs) |
| ▪ Uniform Laws Annotated | ▪ West Reporter Images |
| ▪ National Digest System | ▪ 50 State Statutory and Regulatory Surveys |

WestlawNext is a complete legal research system that dramatically improves legal research efficiency, productivity, and confidence.

- **Efficiency.** Searching on WestlawNext is more like searching on the Web. It's easy to perform a search that searches everything at one time and then displays the most relevant results at the top of the results list.
- **Productivity.** New tools in WestlawNext help researchers to organize things the way they want, share information with others, and create a better work product.
- **Confidence.** An innovative and complex search engine takes all of the things that make Westlaw the market leader and ties them all together in one search. A WestSearch result helps researchers feel more confident that they have found the complete answer.

WestlawNext builds on Westlaw's core advantages to bring researchers the next evolution of legal research. Now searches are more intuitive and efficient, results are more inclusive and relevant, and advantages over the competition more clear and impressive than ever before.

I would be happy to discuss with you further the exclusive features, services, and content available via WestlawNext. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Bob Malouf

**BEFORE THE CUYAHOGA COUNTY
CONTRACTS AND PURCHASING BOARD**

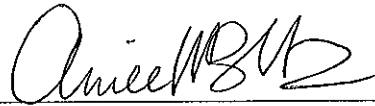
Vendor's Sole Source Affidavit

Requisition No. _____

Affiant, Aimée M. Blatz, being first duly cautioned and sworn, deposes as follows:

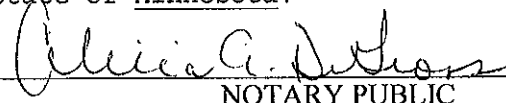
1. I have personal knowledge of all facts recited herein.
2. I am the Manager of Government Contracts (official title and capacity) of West Publishing Corporation d/b/a West, a Thomson Reuters business (company name) with its principal place of business at 610 Opperman Drive, Eagan, MN 55123 (full address).
3. West Publishing Corporation d/b/a West, a Thomson Reuters business (company name) is the sole source provider of Patron Access (goods/services to be provided).
4. Patron Access (goods/services to be provided) cannot be legally purchased through another source other than _____ (company name) for the following reasons: Please see attached sole source document.

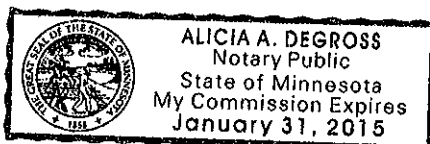
5. I am aware and agree that all contracts/purchases made by Cuyahoga County, including the subject contract/purchase, are subject to all applicable County ordinances, including, but not limited to, the Contracting and Purchasing Procedures Ordinance, the Ethics Ordinance, and the Inspector General Ordinance. I am aware that Cuyahoga County's ordinances are available on the Cuyahoga County Council web site at <http://council.cuyahogacounty.us>.
6. I am aware that Cuyahoga County intends to purchase the above-referenced goods/services without competitive bidding in reliance upon my sworn representations herein.
7. I am aware and agree that this Affidavit and the statements contained herein are made under penalty of perjury.
8. I am aware that this Affidavit and the statements contained herein are subject to investigation by the Cuyahoga County Office of the Inspector General, and any false statements herein can result in criminal prosecution.



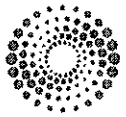
AFFIANT

Sworn to and subscribed before me this 27th day of February, 2013, in Eagan (City/Village/Township), County of Dakota, State of Minnesota.


NOTARY PUBLIC



My commission expires: 1-31-2015



THOMSON REUTERS

Bob Malouf
Sales Consultant

5483 Rosalind Blvd
Powell, OH 43065
Phone: (614) 717-9060
Fax: (866) 535-1489
Bob.Malouf@thomsonreuters.com

February 26, 2013

Kathleen M. Dugan
Cuyahoga County Law Library Resources Board
1 West Lakeside Ave., Floor 4
Cleveland, OH 44113

RE: Sole Source Designation—WestlawNext

Dear Ms. Dugan:

West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 135 years. We are pleased to have the opportunity to provide you with information concerning WestlawNext, West's next generation research solution.

This letter is to confirm West's status as the sole source provider for WestlawNext, which includes the following exclusive features and services, as well as access to exclusive content on Westlaw:

Exclusive Features and Services

- **WestSearch.** WestSearch is the world's most advanced legal search engine. It leverages more than 100 years of West's editorial analysis of the law, and it emulates the best practices of experienced legal researchers. It incorporates the following key components:
 - **West Key Number System**—The West Key Number System is the foundation of WestSearch. Because thousands of West attorney editors have read, summarized, and classified the law by topic for more than 100 years, WestSearch can identify the topics of law best represented by the terms of a search and return highly relevant documents for those topics, even if the documents don't have the terms that were put into the search box.
 - **KeyCite**—KeyCite maps the citation network among all federal and state cases in the West National Reporter System (as well as more than 1 million unpublished cases), federal and state statutes, and thousands of secondary source publications. WestSearch analyzes the rich connections among documents, making results more inclusive and bringing the most relevant documents to the top of the list.
 - **West Secondary Sources**—With thousands of practice guides, legal encyclopedias, and authoritative treatises, WestSearch can find primary law that is heavily discussed in each jurisdiction and detect similar phrases that apply to the concepts in question.

WestSearch employs West's editorial assets much like an expert researcher would—only faster—to find the best documents for a search. It also learns from the research of professional users of WestlawNext, so that the great results delivered today just get better and better.

- **Case Summaries.** These editorially created summaries help researchers to move through result lists efficiently, providing understanding at a glance what a case is about.
- **Foldering.** WestlawNext allows users to organize and manage their research by storing their documents and text snippets in dedicated folders by issue, client, or topic. Users have complete control of the folders on WestlawNext, including the folder name. They can save the document they are viewing with a few

mouse clicks, or they can highlight portions of document and save that selected text to a folder. Users can even use drag-and-drop to add documents to a folder.

- **Notes and Highlighting.** WestlawNext's new Notes and Highlighting feature allows users to highlight text online as they do with print materials. This helps researchers to refocus on their previous research when they return to a document. Users can type in their own personal notes on a particular case for future reference, make a note to themselves to follow up on something, and overall, keep their thought process going and productively captured.
- **Visual Indicators.** WestlawNext helps researchers easily determine when they've already viewed or worked with a document. Icons for Already Viewed, Folders, and Notes help researchers to avoid retracing their steps.
- **System Availability.** West's expertly trained staff helps ensure that uninterrupted Westlaw service is provided 24 hours a day, 7 days a week, 365 days a year. In contrast, other computer-assisted legal research providers shut down their systems regularly (e.g., nightly, weekly) for maintenance and updating.

Exclusive Content

A single search on WestlawNext leverages thousands of sources on Westlaw, many of them exclusive sources such as the following:

- | | |
|---------------------------------|--|
| ▪ National Reporter System | ▪ Full American Jurisprudence Library |
| ▪ West Key Number System | ▪ Corpus Juris Secundum (CJS) |
| ▪ West's Editorial Enhancements | ▪ Public Utilities Reports (PUR) |
| ▪ Full Restatements of the Law | ▪ Briefs on Westlaw (more than 2.3 million briefs) |
| ▪ Uniform Laws Annotated | ▪ West Reporter Images |
| ▪ National Digest System | ▪ 50 State Statutory and Regulatory Surveys |

WestlawNext is a complete legal research system that dramatically improves legal research efficiency, productivity, and confidence.

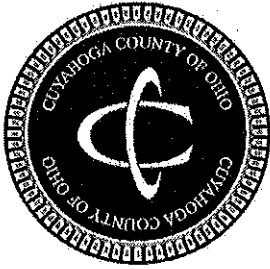
- **Efficiency.** Searching on WestlawNext is more like searching on the Web. It's easy to perform a search that searches everything at one time and then displays the most relevant results at the top of the results list.
- **Productivity.** New tools in WestlawNext help researchers to organize things the way they want, share information with others, and create a better work product.
- **Confidence.** An innovative and complex search engine takes all of the things that make Westlaw the market leader and ties them all together in one search. A WestSearch result helps researchers feel more confident that they have found the complete answer.

WestlawNext builds on Westlaw's core advantages to bring researchers the next evolution of legal research. Now searches are more intuitive and efficient, results are more inclusive and relevant, and advantages over the competition more clear and impressive than ever before.

I would be happy to discuss with you further the exclusive features, services, and content available via WestlawNext. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Bob Malouf



DEPARTMENT ACKNOWLEDGEMENT FORM

Note: This acknowledgment must be submitted along with all contracts, agreements and amendments. Incomplete items will be returned unprocessed until fully completed.

I hereby acknowledge that the contract/agreement/amendment and all materials in connection with this item have been reviewed. I further understand it is ultimately my responsibility to ensure all materials are attached and accurate.

The following is a list of the supplemental documents required separate from the required County documents listed below.

N/A

I further acknowledge all budgets or spreadsheets and/or financial data have been reviewed for accuracy and is consistent with the contract/agreement/amendment totals.

I further acknowledge that the Office of Procurement and Diversity will verify that all County required documents are attached and will be reviewed.

The following required forms, will be reviewed for inclusion, where applicable.

**Auditor of State – Unresolved Findings for Recovery Certified Search
Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
Award Letter**

Bid/Contract/or Performance Bond

Current Certificate of Liability Insurance

Final Bid/RFP/RFQ

Prevailing Wages/Prevailing Wage Cover Sheet

Current Railroad Insurance

Secretary of State Business Filing Certificate

Corporate Resolution or Signature Authority (notarized)

If SBE goals were established and SBE is used, attach:

- a. Covenant of Non-Discrimination (SBE-1)**
- b. SBE Subcontractor Participation Plan (SBE-2)**
- c. Good Faith Effort Certification (SBE-3, 2 PAGES) requires notarization – required only for total waiver or short of SBE Goals**

Signed Technical Advisory Committee Tracking Form (TAC approval) if contract is for IT related services

Vendor's Response to Bid/RFP/RFQ

**Current Workers' Compensation Certificate
Bidder's Compliance Form
Non-Collusion Affidavit
Department Acknowledgement Form**

I further acknowledge this item complies with the attached submission procedures and that all additional requirements necessary to process this request have been satisfied, (for example: blue back, procurement method, fund availability, history, etc.)

User Department creator and approver(s) further acknowledge that this acknowledgement form will be considered signed by each of them upon electronic approval/submission of this item in NovusAgenda.

WEST PUBLISHING CORPORATION**SECRETARY'S CERTIFICATE**

I, Debbie N. Young, Assistant Secretary of West Publishing Corporation, do hereby certify that:

1. I am a duly elected, qualified and acting Assistant Secretary of West Publishing Corporation, a Minnesota corporation (the "Corporation") and keeper of the corporate records of the Corporation.
2. The following people are duly appointed officers of the Corporation, and are hereby authorized to execute documents in the name of and on behalf of the Corporation in the capacity set forth opposite their names:

Michael Suchsland	Chief Executive Officer & President
Paul Fischer	Chief Financial Officer
Edward A. Friedland	Vice President & Secretary
Rick King	Vice President & Assistant Secretary
Andrew Martens	Vice President & Assistant Secretary
Aimée Blatz	Assistant Secretary
Donna Gies	Assistant Secretary
Ellen Gillespie	Assistant Secretary
Randy Goetz	Assistant Secretary
Gordon Marshik	Assistant Secretary
John S. Nelson	Assistant Secretary
Scott Nelson	Assistant Secretary
Jon Olson	Assistant Secretary
David Peloquin	Assistant Secretary
Lisa Stokes	Assistant Secretary
TJ Svensson	Assistant Secretary

3. The Corporation is an indirect subsidiary of Thomson Reuters Corporation, an Ontario, Canada company listed on both the Toronto Stock Exchange and the New York Stock Exchange.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Corporation this 24th day of July 2012.

State of Minnesota

County of Dakota

On August 20, 2012, I certify that the attached document is a true, exact, complete and unaltered photocopy made by me of West Publishing Corporation's Secretary's Certificate.

Notary Public

My commission expires January 31, 2015.

t:\dyoung\secretary's certificates\west publishing corporation\officers July 2012.doc

Debbie N. Young
Debbie N. Young
Assistant Secretary

Initials: *dnyoung*



ALICIA A. DEGROSS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2015



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1188 Avenue of the Americas New York, NY 10036-2774 101674-Peter-ALL-12-13	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: N/A INSURER D: N/A INSURER E: N/A INSURER F: N/A	NAIC# 22667 N/A N/A N/A
--	--	-------------------------------------

COVERAGES

CERTIFICATE NUMBER:

NYC-006594033-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STANDARD CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDO G27009950	03/31/2012	03/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08695485	03/31/2012	03/31/2013	COMBINED SINGLE LIMIT (Per accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLR C46784443 (AOS) R&C C48784384 (WI)	03/31/2012	03/31/2013	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CUYAHOGA COUNTY - OH AND ITS EMPLOYEES ARE INCLUDED AS AN ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

 CUYAHOGA COUNTY
 ATTN: KATHLEEN M. DUGAN
 1 WEST LAKESIDE AVE., FLOOR 4
 CLEVELAND, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

CHIT Allen

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AGENCY CUSTOMER ID: 101674
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Thomson Reuters Legal 810 Opperman Dr. Eagan, MN 55123	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	


ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Each of the insurance policies referenced above provides that should such policy be cancelled by the insurer before the expiration date of the premium, thereof for any reason other than non-payment of premium, the issuing company will endeavor to mail 30 days written notice thereof to the certificate holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives will not extend any policy cancellation date and will not negate any cancellation of the policy.

Certificate of Coverage

Page 1 of 1

Ohio	Bureau of Workers' Compensation	30 W. Spring St. Columbus, OH 43215
Certificate of Premium Payment		
This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.		
This certificate must be conspicuously posted.		
Policy No. and Employer	Period Specified Below	
897004	01/01/2013 Thru 08/31/2013	
WEST PUBLISHING CORPORATION 610 OPPERMAN DR EAGAN, MN 55123-1340		
ohiobw.com	 Administrator/OBCO	
You can reproduce this certificate as needed.		

Ohio Bureau of Workers' Compensation	
Required Posting	
<p>Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.</p> <p>The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.</p>	
Ohio	Bureau of Workers' Compensation
You must post this language with the certificate of premium payment.	
DP-29 BWC-1829 7/7/08	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
WEST PUBLISHING CORPORATION

Business name/disregarded entity name, if different from above
WEST, A THOMSON REUTERS BUSINESS or THOMSON WEST or WEST GROUP *

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
620 OPPERMAN DRIVE

City, state, and ZIP code
EAGAN, MN 55123

List account number(s) here (optional)

Requester's name and address (optional)

☒ Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

tion number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Kaye S. Lewtfeld

Date ▶

1/3/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

***Additional business names associated with West Publishing Corporation:**

Aspatore, Attorney Jobs Online (AJO), Baker Robbins, Barclays Law Publishers, Bridge4 Solutions, Business Intelligence Services, Business Law, California Family Law Report, Class Action Reports, Complinet, Contact Network, Court Express, Cowles Legal Systems, CT EDGAR, eBillingHub, EDGARfilings, Elite, Federal Document Retrieval, Federal Publications Seminars, Federal Reports, Findlaw, Findlaw Media Services, FinPlan, Foundation Press, Global Securities Information (GSI), GRC (Governance, Risk Management and Compliance), The Harrison Company, Healthcare Litigation Support, Hildebrandt International, Hildebrandt Institute, Hubbard One, iComply, Lawyers Cooperative Publishing, Legal Research Systems, Litigation One, LiveNote/RealLegal, LT Court Tech, Netscan, NFC Global, Oden Insurance, Paisley, Pike & Fischer, ProDoc, ProLaw Software, Quinlan Publishing Group, Reqwired, Round Table Group, Serengeti Law, Silicon Valley Expert Witness Group, Super Lawyers, The Rutter Group, Thomson Reuters, Thomson Reuters Accelus, Thomson Reuters GRC (Governance, Risk Management and Compliance), Thomson Reuters GRC Pay Center, Thomson Reuters Expert Witness Services, Trials Digest, West Legal Works, WESTLAW, WESTLAW Business, West On Line Solutions, West Publishing Payment Center, West Court Records, West Government Services, Wilson Technology, XM Law

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-
1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: West Publishing Corporation
Date: 03/11/2013

This search produced the following list of possible matches:

5 Possible matches were found

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Certified Search for Unresolved Findings for Recovery



Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-
1140
(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Organization: West, a Thomson Reuters Business
Date: 03/11/2013

This search produced the following list of possible matches:

5 Possible matches were found

Name/Organization	Address

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

[Print this report](#)

Corporation Details

Corporation Details		
Entity Number	968692	
Business Name	WEST PUBLISHING CORPORATION	
Filing Type	FOREIGN CORPORATION	
Status	Active	
Original Filing Date	02/07/1997	
Expiry Date		
Location:	County:	State: MINNESOTA

Agent / Registrant Information
CSC-LAWYERS INCORPORATING SERVICE (CORPORATION SERVICE COMPANY) 50 W. BROAD ST SUITE 1800 COLUMBUS, OH 43215 Effective Date: 12/06/2004 Contact Status: Active

Filings		
Filing Type	Date of Filing	Document Number/Image
FOREIGN LICENSE/FOR-PROFIT	02/07/1997	5747_0762
MERGER OF DOMESTIC INTO FOREIGN CORP.	02/13/1997	5755_1438
MISCELLANEOUS FILING	02/13/1997	5755_1438
FOREIGN/DESIGNATED APPOINTMENT OF AGENT	01/22/1999	199903501951
TRADE NAME/ORIGINAL FILING	09/15/1999	199926301037
FOREIGN/AGENT CHANGE OF ADDRESS	05/01/2000	200000000001
MERGER/FOREIGN	10/10/2001	200128502880
TRADE NAME/ORIGINAL FILING	07/23/2003	200320500154
FOREIGN/AGENT CHANGE OF ADDRESS	08/20/2004	200423301050
FICTITIOUS NAME/ORIGINAL FILING	11/10/2004	200431700044
FOREIGN/AGENT CHANGE OF ADDRESS	12/06/2004	200501301310
FICTITIOUS NAME/ORIGINAL FILING	03/18/2005	200508000086
CANCELLED BY TAX DEPT W/NOTIFICATION	02/06/2007	200703785694
DOMESTIC/REINSTATEMENT	04/16/2010	201011000038
FICTITIOUS NAME/ORIGINAL FILING	11/12/2010	201031900943
FICTITIOUS NAME/ORIGINAL FILING	11/16/2010	201032101022
FICTITIOUS NAME/ORIGINAL FILING	11/22/2010	201032700050

WESTLAW

From: Katie Schaefer

To: Dugan, Kathleen; Pollman, Maria

Date: Thursday - March 14, 2013 8:27 AM

Katie Schaefer
Sr. Administrative Secretary
Cuyahoga County
Information Technology
(216) 443-8010

kschaefer@cuyahogacounty.us

Think Green. Please consider the environment before printing this e-mail.

>>> Jeff Mowry 3/13/2013 5:05 PM >>>

Ok to approve without TAC.

>>> Katie Schaefer 3/13/2013 3:51 PM >>>

Hi Jeff,

Can you please respond to this email from Kathy Dugan so she can forward it on OPD. She is looking for your okay to process without TAC Approval.

If you can send it right to Kathy and CC' myself, I would appreciate it.

Thanks

Hi Katie-I am finalizing 3 West contracts-2 for online services from Westlaw and one for West books. I spoke with Maria Pullman today, and she told me that there is a letter or order on file that Westlaw contracts do not have to obtain TAC approval. If possible, can you send me that so that I can include it with each of my Westlaw contracts in Novus?

Thanks for your help.

Kathy

Kathleen M. Dugan, Esq., MLS, Librarian & Chief Administrator
Cuyahoga County Law Library Resources Board
1 West Lakeside Avenue, Floor 4
Cleveland, OH 44113
216-443-8621

Katie Schaefer
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CONTRACT/AGREEMENT EVALUATION FORM
(To be completed in its entirety by user department for
all contract/agreement renewals or amendments.)

Contractor: West Publishing Corporation, dba West, a Thomson Reuters Business

Contract/Agreement No.: CE1000237-01 **Time Period:** 3/15/10-3/31/13

Service Description: electronic legal research databases for patrons and book discounts

Original Contract/Agreement Amount: \$206,812

Prior Amendment(s) Amount(s): None

Performance Indicators: access to most current legal authorities; maximum flexibility in search techniques online; value-added cross-references online to related legal authorities; significant discounts on West Publishing books; high-quality authorship of books; ability to circulate books to library patrons

Actual performance versus performance indicators (include statistics): authorities are updated very frequently, oftentimes same day online; annotations online, as well as Results Plus resources, significantly enhance legal research; Westlaw offers multiple formats for searching; cross-references are hyperlinked within the database; patrons circulated many books during the contract period, many of which were published by West.

Rating of Overall Performance of Contractor (Check One):

- ☒ Superior
- ☐ Above Average
- ☐ Average
- ☐ Below Average
- ☐ Poor

Justification of Rating: Westlaw is a premier, online legal research tool from which our patrons derive great value. Access to Westlaw is dependable and current. West books are valuable, current legal research tools.

Kathleen M. Deegan, Cooney
User Department *Law Library*

3/12/13
Date

MINUTES OF THE JOINT MEETING OF:
THE CLEVELAND LAW LIBRARY ASSOCIATION
and
THE CUYAHOGA COUNTY LAW LIBRARY RESOURCES BOARD

December 18, 2012

The Board of Directors of the Cleveland Law Library Association (hereinafter "CLLA") and the Board of Directors of the Cuyahoga County Law Library Resources Board (hereinafter "CLLRB") convened their joint meeting on Tuesday, December 18, 2012 in the Law Library's conference room on the 4th floor of the Cuyahoga County Courthouse, Cleveland, Ohio.

The following Directors of the CLLA were present: President Joseph Gross; Vice-President Carla Tricarichi; Judge Colleen Conway-Cooney; Irene Keyse-Walker; Patricia Poole; Philip Oliss; and Ronald Stansbury. Chair Steve Wood and Vice-Chair Sheryl King-Benford of the CLLRB were present at the beginning of the meeting, and Kristen Sobieski arrived at 12:35 p.m.

Mr. Gross called the meeting to order at 12:15 p.m., and he and the Librarian, Kathleen M. Dugan, ascertained that only the CLLA had reached a quorum for conducting business. This led to a brief discussion of possible alternatives regarding the CLLRB, including amendments to the CLLRB Rules to reduce the number required for a quorum, require attendance at a certain number of meetings, or provide for replacement of Board members for non-attendance.

Mr. Gross then announced that Judge Cooney was retiring from both the Eighth District Court of Appeals and the CLLA Board. Mr. Gross then introduced and welcomed Judge Mary Jane Boyle, who the Appeals Court recommended to replace Judge Cooney.

Mr. Stansbury then moved for approval of the Consent Agenda, Mrs. Tricarichi seconded the motion, and it was unanimously approved by the CLLA Board.

Mr. Stansbury then provided a report on the activities of the Strategic Planning Subcommittee. He indicated that the Subcommittee met a while ago, prepared a proposed survey for local law librarians, and then interviewed and hired Cathy Henderson, nka Geib, as a facilitator. Since then, the Librarian and Mrs. Geib have been working very hard, with the immediate goal of scheduling a Subcommittee meeting in January and preparing a report for the April 2013 Board meeting.

Once Kristen Sobieski arrived at 12:35 p.m., Mrs. King-Benford moved for CLLRB approval of the Consent Agenda. Mrs. Sobieski seconded the motion, and it was unanimously approved by the CLLRB Board.

Mr. Gross then asked the Librarian to follow up with the Cleveland Metropolitan Bar Association (hereinafter "CMBA") about a replacement for Al Podboy on the CLLA. Mr. Gross also indicated that he would ask the CMBA to put the issue on its next Board meeting agenda.

The Boards next reconsidered the issue of a review or audit by the firm of Maloney +Novotny. After discussing the CLLA's fiduciary duties, the protections an audit provides, the CLLA's most recent costs for audits and reviews, and the cursory review the state auditors give CLLRB books during their audits of Cuyahoga County, Mr. Gross took a preliminary vote to determine the level of Board interest in conducting a full audit in 2013. Positive responses then prompted Mrs. Tricarichi to move, seconded by Mr. Stansbury, for a full audit of the CLLA in 2013 with alternating reviews and audits thereafter. This motion was unanimously approved by both Boards, and Mr. Gross instructed the Librarian to inquire of Maloney + Novotny whether it could also audit the CLLRB books in 2013 and provide an estimate of costs.

Mr. Gross then proposed the following motion, which was seconded by Steve Wood, and unanimously approved by both the CLLA and CLLRB Boards:

The Cleveland Law Library Association and the Cuyahoga County Law Library Resources Board wish to express their appreciation and gratitude to the Honorable Colleen Conway Cooney of the Eighth District Court of Appeals for her service as a Director of the Association. Judge Cooney's insights and leadership have been invaluable to both organizations and sincerely appreciated.

Mr. Gross then moved, seconded by Philip Oliss, for the election of Judge Mary Jane Boyle to replace retiring Judge Cooney. This motion was unanimously approved by both Boards.

Mr. Gross then asked the Librarian to summarize proposed budget documents. She did so and provided information on the following County agencies and departments that have given raises this year: the Common Pleas Court; the Prosecutor's office; the Domestic Relations Court; the Probate Court; and Central Services (for custodial staff). Both Mr. Wood and Mr. Gross supported a 3% raise for all of the Law Library private and public staff. The Boards then discussed the history of CLLA dues, membership losses, and firm discounts in return for providing assistance with CLE programs. Mr. Oliss then made a motion, seconded by Irene Keyse-Walker, to approve a budget with 3% staff raises, no dues increase, inclusion of the costs for an audit (as opposed to a review), and inclusion of revenue and expense items related to Mrs. Geib's services. This motion was unanimously approved by both Boards, and the Librarian thanked everyone on behalf of the staff.

Mr. Wood then presented the following slate of candidates for election as CLLRB officers: Steve Wood as Chair; Sheryl King-Benford as Vice-Chair; and Kristen Sobieski as Secretary. Upon motion of Mr. Wood, seconded by Mrs. King-Benford, the motion was unanimously approved by the CLLRB Board.

After consideration of Judge John P. O'Donnell's contributions to the CLLRB Board, as well as Judge O'Donnell's interest in continuing his tenure, Mrs. Sobieski moved to elect Judge O'Donnell for another term through 12/31/17. Mrs. King-Benford seconded the motion, and it was unanimously approved by the CLLRB Board.

Mr. Gross then proposed the following motion, which was seconded by Mr. Wood, and unanimously approved by both the CLLA and CLLRB Boards:

The Cleveland Law Library Association and the Cuyahoga County Law Library Resources Board give the Librarian approval to contract with vendors in 2013, including, but not limited

to, the Cleveland Public Library/CLEVNET.

Finally, at the request of Mrs. Tricarichi, who had to leave the meeting, the Librarian summarized information from the *Linking Mission to Money* seminar they both attended at the Cleveland Public Library on December 4, 2012.

There being no further business to come before the Boards, Mr. Gross adjourned the meeting at 1:35 p.m.

Respectfully submitted,

Joseph Gross, President of the CLLA

Steve Wood, Chair of the CLLRB

Kristen Sobieski, Secretary of the CLLRB

Kathleen M. Dugan, Secretary of the CLLA