



County of Union, Illinois
Office of the Chief Information Officer
309 W. Market—Room 115
Jonesboro, IL 62952

Rollie Hawk, CIO
(618) 925-2470
cio@unioncountyil.gov
@unioncountycio

August 25, 2014

[sent via email]

Afsoon McClellan
Director Segment Management
State & Local Government
LexisNexis
9443 Springboro Pike
Miamisburg, Ohio 45342

Ms. McClellan:

Please consider this our response to your August 25, 2014 Freedom of Information Act request:

A complete copy of any and all current contracts that the agency has entered into for the provision of online legal research with any provider, including but not limited to Thomson-Reuters (Westlaw /West) .

Attached is a copy of the Westlaw agreement responsive to your request.

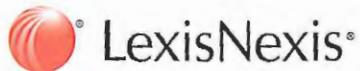
We feel this completes your request. If we may be of further assistance, please let me know.

Sincerely,

Rollie Hawk, Chief Information Office

Enclosure

Cc: Tyler Edmonds, State's Attorney



August 20, 2014

Union County State's Attorney
Tyler Edmonds
309 West Market Street
Room 200
Jonesboro, IL 62952

Dear Mr. Edmonds:

Pursuant to your state freedom of information law 5 Ill. Comp. Stat. 140/1 to 140/11.5, we respectfully request you to release copies of the following records retained by the agency:

*A complete copy of any and all current contracts that the agency has entered into for the provision of **online legal research with any provider**, including but not limited to Thomson-Reuters (Westlaw[®]/West[®]).*

Please contact me via email SLG-FOIA@lexisnexis.com if you have questions or concerns regarding this request. It is requested that you submit electronic copies of the documents through e-mail if possible.

- Contact me at the email address above if fees will be associated with this request.
- If any portion of this request is denied, please identify the records determined to be exempt and the basis for the exemption claimed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Afsoon McClellan".

Afsoon McClellan
Director Segment Management
State & Local Government
LexisNexis
9443 Springboro Pike
Miamisburg, Ohio 45342

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Subscription Select Order Features
(WestlawNext™); (Banded)

Subscription
WN Std Order
Disc

601817F73669

Monthly:
\$1,673.00 30%

Monthly:
\$1,171.10

Modules to include in Custom PRO:

Material ID	Description
40982475	Primary Law with KeyCite®: All — Illinois (WestlawNext™);
40982033	Analytical Library Illinois (WestlawNext™);
41018698	Criminal Secondary Library — Illinois (WestlawNext™);
40984414	DUI Practitioner Counselor — Illinois (WestlawNext™);
40982484	Federal Materials — Illinois (WestlawNext™);
40982317	Jury Instructions — Illinois (WestlawNext™);
40992477	National Public Records (WestlawNext™);
41024657	Related Documents (WestlawNext™);
40519199	West LegalEdcenter®

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 non CD-ROM products the Monthly Charges will be billed as set forth herein.

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 **3%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **3%** over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the 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 incurred. During any Renewal Term, Subscriber's access to and use of any product 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 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 respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective 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.

* attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
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User	Type	Position	Email	Prac Area 1	Juris 1	Prac Area 2	Juris 2r
	WLEcAdmin	Attorney		Civil Rights	Illinois		

New Products - Print

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
1	West Complete Library	40666420	Gov WP to WCMP 601817076373	601817076373	Monthly: \$228.15		Monthly: \$228.15

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	16313236	IL PRACTICE V12-13 FAMILY LAW WITH FORMS ON CD SUB
1	15095596	IL TRIAL HANDBOOK FOR LAWYERS CIVIL SUB
1	14401972	IL TRIAL HANDBOOK LAWYERS CRIMINAL SUB
1	22041939	IL COMPILED STAT ANNO SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew or consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print 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 West Complete Print Charges 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. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above.

16 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal: N/A
 *Shipping: FREE
 * Estimated Tax: TBD
 Order Total: \$0.00

Products Under 36 month contract term: \$1,399.25

** Billed Monthly Total: \$1,399.25

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

†Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
WESTLAW SELECT	0115352146	40583982
CUSTOM PRO WLEC MODULE	0115352144	40519198
DUI PRACTITIONER COUNSELOR IL	0115352145	40718840
RESULTSPLUS ACCESS METHOD	0115352141	40362001
WESTLAW ANALYTICAL LIBRARY IL	0115352137	30302576
WESTLAWPRO WITH KEYCITE ALL IL	0115352139	40043517
WL PRO NATL PUBREC	0115352140	40318809
WL PRO STATE SELECT FEDERAL MATERIALS IL	0115352143	40465501

not limited to: (a) CD-ROM Libraries: updates, 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 Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

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 nontransferable. 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. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

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. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

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.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 514428

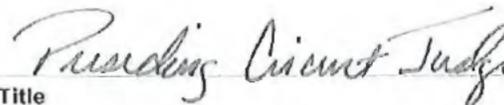
The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)
- West LegalEdcenter Subscriber Agreement (located at <http://legalsolutions.com/west-legal-edcenter-subscriber-agreement>) (for West LegalEdcenter products)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A 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 and Schedule A and this Order Form.


Signature of Authorized Representative for order

Mark M. Bolt
Printed Name


Title

12/15/13
Date