



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
78906

Lexis-Nexis  
PO Box 2314  
Carol Stream IL 60132--2314

DATE  
12/19/2007  
F.O.B. POINT

PURCHASE ORDER NO.  
**160092 - 000- OP**  
REQUISITION NO.  
00075867 OC

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Judiciary - Administration  
Richard J. Daley Center  
50 W. Washington Street RM 2600  
CHICAGO IL 60602-3002

**DELIVERY INSTRUCTIONS**  
James Anderson 312-603-  
3485

DEPT NO 3000846	Page 1 of 1
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LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MISCELLANEOUS PROFESSIONAL SERVICES ON-LINE LEGAL RESEARCH SERVICES AS PER CONTRACT 09-41-50 AUTHORIZED BY COUNTY BOARD 10/16/2007 CONTRACT PERIOD 12/01/2007 THROUGH 11/30/2012 AMOUNT AUTHORIZED \$2,502,000.00 AMOUNT ENCUMBERED THIS PO \$81,400.00 BALANCE TO FOLLOW ON SEPARATE PO REQ 80300002	2.00 MO	40,700.0000	81,400.00	3000846.530670
***** Total Order *****				81,400.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.  
**PURCHASING AGENT** Date:

*Am Teiche Colby* 12-26-07

08-41-50

Purchase Requisition  
Office of the Purchasing Agent  
Cook County of Illinois

41

Purchase Order Number  
160092

Requisition # OC 75867 Contract #

Open Date

Ship To: 8000461 Judiciary - Administration  
Richard J. Daley Center  
50 W. Washington Street RM 260  
CHICAGO IL 60602-3002

Supplier: 78906 Lexis-Nexis  
PO Box 2314  
Carol Stream IL 60132-2314

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code  
Business Unit 3000846  
Internal Req Number 80300002  
Board Apr Date & Item  
Requisition Date 12/11/2007  
Date Needed 12/11/2007

One Time Purchase Yes No Covers Need for months, Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line #	Commodity Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961 MISCELLANEOUS PROFESSIONAL SERVICES	<	>	2.00	MO	40,700.0000	81,400.00 3000846-530670

On-line Legal Research Services -  
Five Year Contract: 12/01/2007 through 11/30/2012  
This requisition period: 01/01/2007 through 12/31/2008  
Balance to follow on separate Purchase Order  
Authorized by County Board on: 10/16/2007, Item #1 - NEW ITEMS  
Internal Req# 80300002

Total of Items Ordered 81,400.00

RECEIVED  
COMPTROLLER  
2007 DEC 19 PM 2:55  
ACCOUNTS PAYABLE

SOLE SOURCE  
DATE TO BUYER/SPEC ENG: 11-29-07  
DATE RETURNED TO SUPERVISOR: 12-12-07  
(SIB RETURNED FOR SIGN OFF BY THIS DATE)

ON BUDGET HOLD  
Name: L. Fos  
Date: 12-11-07  
Removed By: [Signature]  
Please return these documents to The Office of the Purchasing Agent  
07 NOV 23 PM 3:00  
RECEIVED  
OFFICE OF THE PURCHASING AGENT

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is sufficient unencumbered balance in the account to permit same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

REQUISITIONER

BUREAU OF DEPARTMENT HEAD

ACCT #

DATE

[Signature]

[Signature]

*New Item #1*

**OFFICE OF THE COUNTY CLERK – CLERK OF THE BOARD**

**AGENDA TRANSMITTAL FORM /REQUEST FOR BOARD MEETING OF: 10-16-07**

Using Agency: Office of the Chief Judge

Date: October 24, 2007

Purchase Requisition: 80306002

**This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.**

1. **Describe item (name/quantity) or services requested:** Requesting authorization for the Purchasing Agent to enter into a five-year county-wide contract with LexisNexis, Inc., a division of Reed Elsevier, Inc., Dayton, Ohio, for online legal research services. This request is on behalf of all Cook County departments and agencies that use these services. LexisNexis, Inc. currently provides these services to Cook County under Contract No. 05-43-87, which expires November 30, 2007.
2. **What type of transaction are you requesting?**
  - A.  Advertise for bids (go directly to question 5)
  - B.  Enter into a contract
  - C.  Renewal of existing contract
  - D.  Increase dollar amount of existing contract
  - E.  Extend time period on existing contract

3. **If you checked 2B through 2E, you must complete all of the following questions:**

Vendor name and address: Lexis Nexis  
P.O. Box 933  
Dayton, Ohio 45342

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding.

**A. Reason:** For the past several months, a committee comprising representatives from the Office of the Chief Judge, the Office of the Cook County State's Attorney, the Law Office of the Cook County Public Defender and the Bureau of Information Technology and Automation conducted a Request for Proposals ("RFP"). Based upon this process, the committee unanimously recommends that Cook County accept the proposal from LexisNexis, Inc. for online legal research services. The committee's recommendation is based on low pricing, significant price discounts on hard copy publications, reductions in shipping costs for hard copy publications, enhanced investigatory tools and the high quality of services provided by LexisNexis, Inc. over the past several years.

The proposed contract provides unlimited access to the most frequently used research libraries, unlimited training support, printing, citation checking and customized services. The contract would also add "Accurint for Law Enforcement," a superior public-records tool, for up to 100 authorized users.

The pricing for 2008 of \$40,700.00 per month, reflects a modest increase from the current monthly price of \$38,500.00, primarily due to the incorporation of Accurint services. However, this increase will be offset by discounts on book purchases and related shipping and handling costs. Overall, the cost of the proposed contract would still be substantially below costs incurred in the past. The proposed price for 2008 of \$488,400.00 would be 31 percent less than the actual contract cost for the year 2001, \$711,880.

Estimated Fiscal Impact: \$2,404,922.40. [FY 2008 - \$469,450.08 (\$39,120.84 per month); FY 2009 - \$475,217.28 (\$39,601.44 per month); FY 2010 - \$480,984.48 (\$40,082.04 per month); FY 2011 - \$486,751.68 (\$40,562.64 per month); and FY 2012 - \$492,518.88 (\$41,043.24 per month)]. (various departments - 353). Grant funded amount: \$97,077.60 [FY 2008 - \$18,949.92 (\$1,579.16 per month); FY 2009 - \$19,182.72 (\$1,598.56 per month); FY 2010 - \$19,415.52 (\$1,617.96 per month); FY 2011 - \$19,648.32 (\$1,637.36 per month); and FY 2012 - \$19,881.12 (\$1,656.76 per month)]. (655-220 Account). Contract period: December 1, 2007 through November 30, 2012.

Approval of this item would commit Fiscal Year 2008 and future year funds.

4. **If you checked 2C through 2E above, you must complete the following:**

Contract No.:  
Amount of original Board approved contract: \$  
Board approval date:

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 16 2007

5. **Expiration date of current contract ( if applicable):** 11/30/07  
Dates of proposed contact (if applicable) From: 12/01/07 To: 11/30/12

COM \_\_\_\_\_

NEW ITEMS

Meeting of the Cook County Board of Commissioners  
County Board Room, County Building  
Tuesday, October 16, 2007, 10:00 A.M.

\*\*\*\*\*

CONTRACT

ITEM #1

Transmitting a Communication from

TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

requesting authorization for the Purchasing Agent to enter into a five-year county-wide contract with LexisNexis, Inc., a division of Reed Elsevier, Inc., Dayton, Ohio, for online legal research services. This request is on behalf of all Cook County departments and agencies that use these services. LexisNexis, Inc. currently provides these services to Cook County under Contract No. 05-43-87, which expires November 30, 2007.

Reason: For the past several months, a committee comprising representatives from the Office of the Chief Judge, the Office of the Cook County State's Attorney, the Law Office of the Cook County Public Defender and the Bureau of Information Technology and Automation conducted a Request for Proposals ("RFP"). Based upon this process, the committee unanimously recommends that Cook County accept the proposal from LexisNexis, Inc. for online legal research services. The committee's recommendation is based on low pricing; significant price discounts on hard copy publications, reductions in shipping costs for hard copy publications, enhanced investigatory tools and the high quality of services provided by LexisNexis, Inc. over the past several years.

The proposed contract provides unlimited access to the most frequently used research libraries, unlimited training support, printing, citation checking and customized services. The contract would also add "Accurint for Law Enforcement," a superior public-records tool, for up to 100 authorized users.

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Estimated Fiscal Impact: \$2,404,922.40. [FY 2008 - \$469,450.08 (\$39,120.84 per month); FY 2009 - \$475,217.28 (\$39,601.44 per month); FY 2010 - \$480,984.48 (\$40,082.04 per month); FY 2011 - \$486,751.68 (\$40,562.64 per month); and FY 2012 - \$492,518.88 (\$41,043.24 per month)]. (various departments - 353). Grant funded amount: \$97,077.60 [FY 2008 - \$18,949.92 (\$1,579.16 per month); FY 2009 - \$19,182.72 (\$1,598.56 per month); FY 2010 - \$19,415.52 (\$1,617.96 per month); FY 2011 - \$19,648.32 (\$1,637.36 per month); and FY 2012 - \$19,881.12 (\$1,656.76 per month)]. (655-220 Account). Contract period: December 1, 2007 through November 30, 2012.

Approval of this item would commit Fiscal Year 2008 and future year funds.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

In accordance with Cook County Code Section 2-108(h)(1), Commissioner Silvestri, seconded by Commissioner Murphy, moved to suspend the rules so that this matter may be considered. **The motion carried unanimously.**

Commissioner Silvestri, seconded by Commissioner Murphy, moved that request of Chief Judge of the

New Item #1

**OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD**

**AGENDA TRANSMITTAL FORM /REQUEST FOR BOARD MEETING OF: 10-16-07**

Using Agency: Office of the Chief Judge      Date: October 24, 2007      Purchase Requisition: 80300002

**This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.**

1. **Describe item (name/quantity) or services requested:** Requesting authorization for the Purchasing Agent to enter into a five-year county-wide contract with LexisNexis, Inc., a division of Reed Elsevier, Inc., Dayton, Ohio, for online legal research services. This request is on behalf of all Cook County departments and agencies that use these services. LexisNexis, Inc. currently provides these services to Cook County under Contract No. 05-43-87, which expires November 30, 2007.

2. **What type of transaction are you requesting?**
- A.  Advertise for bids (go directly to question 5)
  - B.  Enter into a contract
  - C.  Renewal of existing contract
  - D.  Increase dollar amount of existing contract
  - E.  Extend time period on existing contract

3. **If you checked 2B through 2E, you must complete all of the following questions:**

Vendor name and address: Lexis Nexis  
P.O. Box 933  
Dayton, Ohio 45342

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding.

**A. Reason:** For the past several months, a committee comprising representatives from the Office of the Chief Judge, the Office of the Cook County State's Attorney, the Law Office of the Cook County Public Defender and the Bureau of Information Technology and Automation conducted a Request for Proposals ("RFP"). Based upon this process, the committee unanimously recommends that Cook County accept the proposal from LexisNexis, Inc. for online legal research services. The committee's recommendation is based on low pricing, significant price discounts on hard copy publications, reductions in shipping costs for hard copy publications, enhanced investigatory tools and the high quality of services provided by LexisNexis, Inc. over the past several years.

The proposed contract provides unlimited access to the most frequently used research libraries, unlimited training support, printing, citation checking and customized services. The contract would also add "Accurint for Law Enforcement," a superior public-records tool, for up to 100 authorized users.

The pricing for 2008 of \$40,700.00 per month, reflects a modest increase from the current monthly price of \$38,500.00, primarily due to the incorporation of Accurint services. However, this increase will be offset by discounts on book purchases and related shipping and handling costs. Overall, the cost of the proposed contract would still be substantially below costs incurred in the past. The proposed price for 2008 of \$488,400.00 would be 31 percent less than the actual contract cost for the year 2001, \$711,880.

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Approval of this item would commit Fiscal Year 2008 and future year funds.

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

4. **If you checked 2C through 2E above, you must complete the following:**  
Contract No.:  
Amount of original Board approved contract: \$  
Board approval date:

OCT 16 2007

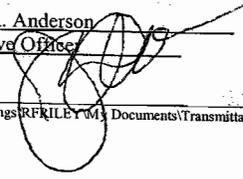
5. **Expiration date of current contract (if applicable):** 11/30/07  
Dates of proposed contact (if applicable) From: 12/01/07 To: 11/30/12

COM \_\_\_\_\_

6. **Fiscal Impact:** \$2,404,922.40      **Budget Account:** 353 (530640)  
**Grant:** \$97,077.60      **Budget Account:** 655-220 (6560303-520150)  
**Total:** \$2,502,000.00

Account Description: Books, Periodicals, Publications, and Data Services, and Communication Services

- A. Amount of new contract increase: \$ 2,502,000
- B. Amount of above applicable to initial fiscal year: \$488,400

Name: James R. Anderson  
Title: Executive Office  
Signature: 

Phone: (312) 603-4583

✓

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 08-41-50**



**ONLINE LEGAL RESEARCH SERVICES**

**FOR**

**THE OFFICE OF THE CHIEF JUDGE**

**WITH: LEXIS NEXIS , div REED ELSEVIER, INC.**

**BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT**

**ISSUED BY THE OFFICE OF THE PURCHASING AGENT**

**101607**

**REQ# 80300002**

**1123**

CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-50



ONLINE LEGAL RESEARCH SERVICES

FOR

THE OFFICE OF THE CHIEF JUDGE

WITH: LEXIS NEXIS , div REED ELSEVIER, INC.

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

101607

REQ# 80300002

1123

*[Handwritten signature]*  
12/13/07  
*[Handwritten signature]*

## **PART I - AGREEMENT**

This Contract by and between the COUNTY OF COOK ("the County") and LexisNexis, a division of Reed Elsevier Inc. ("Contractor") is entered into pursuant to authorization by the Cook County Board of Commissioners ("Board"), which authorization was granted on October 16, 2007 as evidenced by the Board authorization letter attached hereto as Attachment 1, Board Authorization Letter.

**WHEREAS**, the County is responsible for procuring goods and services for various Using Departments, including the following: Cook County Board of Commissioners; State's Attorney; Public Defender; Circuit Court; Public Guardian; Clerk of the Circuit Court; Sheriff; Assessor; Chicago HIDTA; County Clerk; Law Library; Bureau of Health Services; Recorder of Deeds; Office of the President; Treasurer; Department on Human Rights; Environmental Control; and

**WHEREAS**, the Using Departments require on-line computerized legal research services, which include computer software, maintenance, support and training services (the "Services"); and

**WHEREAS**, the Board has authorized the procurement of the services from Contractor; and

**WHEREAS**, Contractor is able and willing to provide the Services upon the terms and conditions hereinafter provided and in consideration of the fees set forth herein;

**NOW THEREFORE**, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

### **I. RECITALS**

The above recitals are incorporated into this Contract as if fully set forth herein.

### **II. CONTRACT SCOPE**

Contractor shall provide to the County the Services as set forth in Contractor's Subscription Agreement (comprised of the General Terms and Conditions, State/Local Government Per Search Price Schedule, and Supplemental Terms for Specific Materials), Subscription Plan Amendment for State/Local Government, and the Risk & Analytics Group Application & Agreement for Government Agencies marked as Exhibits A, B, C, D, and E attached hereto and incorporated into this Contract as if fully set forth herein.

### **III. TERM**

This Contract shall commence on December 1, 2007 (the "Effective Date") and shall terminate on November 30, 2012.

### **IV. CONTRACT AMOUNT/PAYMENT TERMS**

The County shall pay Contractor an amount not to exceed Two Million Five Hundred Two Thousand (\$2,502,000) Dollars for the Services provided during the term of this Contract. Monthly payments starting at Forty Thousand Seven Hundred (\$40,700.00) Dollars through the first year of the Term with annual increases of Five Hundred (\$500) Dollars per month in each subsequent year of the Term shall be made in accordance with Exhibit D – Subscription Plan Amendment.

**V. EXHIBITS**

The following documents are attached to this Contract and incorporated herein by this reference:

- (1) Board Authorization Letter - Attachment 1
- (2) Subscription Agreement – Exhibits A, B, and C
- (3) Subscription Plan Amendment – Exhibit D
- (4) Risk & Analytics Group Application & Agreement for Government Agencies – Exhibit E
- (5) Execution Forms – Exhibit F

**VI. ORDER OF PRECEDENCE**

In the event that there is a conflict between or among any of the following documents specified below (which are collectively known as the “Contract Documents”), the order of precedence of the documents shall be as follows:

- (1) Agreement - Part I;
- (2) Subscription Plan Amendment – Exhibit D;
- (3) Subscription Agreement/Risk & Analytics Group Application & Agreement for Government Agencies – Exhibits A, B, C, and E.

In the event of a conflict solely with respect to using the Contractor’s services (e.g., searching, printing, etc.), the order of precedence shall be as follows:

- (1) Subscription Plan Amendment
- (2) Subscription Agreement/Risk & Analytics Group Application & Agreement for Government Agencies;
- (3) Agreement – Part I.

The parties agree that the Contract Documents are the complete agreement between the parties and replace any prior oral or written agreement(s) between the parties relating to the subject matter hereof.

**[END OF PART I]**

**Attachment 1**

September 28, 2007

Honorable Todd H. Stroger, President  
Honorable Members of the Cook County  
Board of Commissioners  
118 North Clark Street  
Room 567  
Chicago, Illinois 60602

Dear Mesdames and Gentlemen:

We respectfully request that the Cook County Board of Commissioners authorize Ms. Carmen Triche-Colvin, purchasing agent, to enter into a five-year county-wide contract with LexisNexis, Inc., a division of Reed Elsevier, Inc., for online legal research services. We make this request on behalf of all Cook County departments and agencies that use these services, as set forth on the enclosed schedule. LexisNexis currently provides these services to Cook County under Contract No. 05-43-87, which expires November 30, 2007. The proposed contract period is from December 1, 2007, through November 30, 2012.

For the past several months, a committee comprising representatives from the Office of the Chief Judge, the Office of the Cook County State's Attorney, the Law Office of the Cook County Public Defender and the Bureau of Information Technology and Automation conducted a Request for Proposals ("RFP"). Based upon this process, the committee unanimously recommends that Cook County accept the proposal from LexisNexis for online legal research services. The committee's recommendation is based on low pricing, significant price discounts on hard copy publications, reductions in shipping costs for hard copy publications, enhanced investigatory tools and the high quality of services provided by LexisNexis over the past several years.

The proposed contract provides unlimited access to the most frequently used research libraries, unlimited training support, printing, citation checking and customized services. The contract would also add "Accurint for Law Enforcement," a superior public-records tool, for up to 100 authorized users. The fixed price schedule for these services would be as follows:

2008	\$40,700 per month or \$488,400
2009	\$41,200 per month or \$494,400
2010	\$41,700 per month or \$500,400
2011	\$42,200 per month or \$506,400
2012	\$42,700 per month or \$512,400
Total Contract	\$2,502,000

The 2008 monthly pricing reflects a modest increase from the current monthly price of \$38,500, primarily due to the incorporation of Accurint services. However, this increase will be offset by discounts on book purchases and related shipping and handling costs. Overall, the cost of the proposed contract would still be substantially below costs incurred in the past. The proposed price for 2008 of \$488,400 would be 31 percent less than the actual contract cost for the year 2001, \$711,880.

The estimated fiscal impact of the contract on Cook County is \$2,502,000, as stated on Requisition No. 80300002. As in past years, the costs for each county department or agency will be allocated based upon relative service use. These

allocations will likely change as use varies throughout the contract period; however, the overall cost will remain fixed. Sufficient funds have been requested in the 2008 budgets for the various departments and agencies in Account No. 353 (530640), Books, Periodicals, Publications and Data Services, and Account No. 656-220 (6560303-520150), Communication Services, for this purpose.

Thank you for your consideration.

Respectfully submitted,

---

Timothy C. Evans  
Chief Judge  
Circuit Court of Cook County

---

Richard A. Devine  
Cook County State's Attorney

---

Edwin A. Burnette  
Cook County Public Defender

TCE:rf  
Enclosure

cc: Honorable Dorothy Brown, Clerk of the Circuit Court  
Honorable Thomas Dart, Cook County Sheriff  
Honorable James M. Houlihan, Cook County Assessor  
Honorable Eugene Moore, Cook County Recorder of Deeds  
Honorable David Orr, Cook County Clerk  
Honorable Maria Pappas, Cook County Treasurer  
Steven M. Bylina, Jr., General Superintendent, Cook County Forest Preserve District  
Daniel J. Coughlin, Executive Director, Judicial Advisory Council  
Thomas Donahue, Executive Director, Chicago High Intensity Drug Trafficking Areas (HIDTA)  
Donna Dunning, Chief Financial Officer, Bureau of Finance  
Kevin Givens, Director, Department of Environmental Control  
Robert Harris, Public Guardian, Office of the Public Guardian  
Antonio Hylton, Chief Information Officer, Bureau of Information Technology and Automation  
Mark Kilgallon, Chief Administrative Officer, Bureau of Administration  
Bennie E. Martin, Executive Director, Cook County Law Library  
Dr. Robert Simon, M.D., Chief, Bureau of Health Services  
Jennifer D. Vidis, Executive Director, Cook County Commission on Human Rights  
Jarese Wilson, Director, Department of Budget and Management Services

-----END OF ATTACHMENT 1-----

**EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT**  
**General Terms and Conditions**  
**State/Local Government Per Search Pricing**  
**May 1, 2006**

SLG

The following terms and conditions govern your use of the LexisNexis® services (the "Online Services") and the materials available therein ("Materials"):

**1. LICENSE; RESTRICTIONS ON USE**

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use for research purposes the Online Services and Materials from time to time made available to you. This license includes:

(a) The right to electronically display Materials retrieved from the Online Services to no more than one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials via printing commands of the Online Services and to create a single printout of Materials downloaded via downloading commands of the Online Services (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states or territories (collectively, "Authorized Legal Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

(d) With respect to Materials that are United States patents ("Authorized Patent Materials"), the right to retrieve via downloading commands of the Online Services and store in machine-readable form, primarily for one person's exclusive use, a single copy of not more than 200 patents at any one time; and

(e) With respect to all Materials other than Authorized Legal Materials and Authorized Patent Materials, the right to retrieve via downloading commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for one person's exclusive use, a single copy of insubstantial portions of those Materials included in any individual file to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not print or download Materials without using the printing or downloading commands of the Online Services.

1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to the provider of the Online Services or its third party suppliers of materials. You acquire no proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyrights or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 You may not use information included in the Online Services or Materials retrieved from the Online Services to determine a consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1.8 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

**2. ACCESS TO SERVICES**

2.1 Only individuals authorized by the subscribing organization may access and use the Online Services.

2.2 You may not use an identification number to access the Online Services from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

### 3. LIMITED WARRANTY

3.1 The provider of the Online Services represents and warrants that it has the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE PROVIDER OF THE ONLINE SERVICES AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Services or any features thereof or any Materials, (c) your use of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) the provider of the Online Services, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the provider of the Online Services or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

### 5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the provider of the Online Services immediately upon notice. Your subscription for access to the Online Services may be terminated immediately upon notice to the provider of the Online Services if any change is unacceptable. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 The provider of the Online Services or the subscribing organization may terminate the subscription for access to the Online Services. The effective date of termination shall be ten days after the receipt of an appropriate notice of termination, unless a later date is specified in the notice. The provider of the Online Services may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices shall be deemed to have been properly given on the date deposited in the U.S. mails, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Notices to the provider of the Online Services should be sent to your account representative.

5.4 The failure of the provider of the Online Services or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 The subscribing organization or individual may not assign its rights or delegate its duties under the subscription to access the Online Services without the prior written consent of the provider of the Online Services.

5.6 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the laws of the State of Illinois.

5.7 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

-----END OF EXHIBIT A-----

**EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT**

**Price Schedule**

**State/Local Government Per Search Pricing**

**May 1, 2006**

These charges are effective as of May 1, 2006, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise. For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number **20B9ZWS**, at no cost to Subscriber for accessing or printing.

**1. INFORMATION CHARGES**

**1.1 SEARCHES.** Charges currently range from \$0 to \$35.00 per search. Consult the Price List available in the Online Services for detailed search charges.

**1.2 DISCOUNTS.** The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) Historical Stock Quotes, (ii) Investext, (iii) MarkMonitor, (iv) MarkIntel, and (v) Multex.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

**1.3 ACCESS.** Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

**1.4 LEXISNEXIS® ALERT.** Charges for LexisNexis Alert searches are based on the frequency in which they are executed. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$8
Intra-Day 2x	\$16
Intra-Day 3x	\$24
Daily	\$14
Business Day (M-F)	\$18
Weekly	\$21
Monthly	\$27

**1.5 RESEARCH TOOLS.**

EACH CASE/CITATION/REPORT	
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

\*Includes printing and downloading charges.

Shepard's® Alert	Setup	Updates
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

SHEPARD'S® BRIEF SUITE™ DESKTOP & BRIEFCHECK.COM	EACH LINK/RETRIEVAL/REPORT
Shepard's® BriefCheck™ Convenience	\$2.00/link*
Shepard's® BriefCheck™ Unique Document Retrieval	\$2.00/retrieval*
Shepard's® Link™ Convenience	\$2.00/link*
Shepard's® FullAuthority® Report	\$20.00/report*
Shepard's® StyleCheck™ Report	\$20.00/report*

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SINGLE DOCUMENT RETRIEVAL	
through LexisNexis™ at <a href="http://www.lexis.com">www.lexis.com</a>	
via embedded link (excluding Document Links)	\$6.00/link
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TOC Document Linking	\$4.00/link
Enhanced Table of Content (TOC)	\$4.00/per search
Briefs, Pleadings and Motions	\$35.00/link

**1.6 HISTORIC STOCK QUOTES.**

EACH QUOTE	
through LexisNexis Research Software	
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*

\*Includes printing and downloading charges.

through LexisNexis at [www.lexis.com](http://www.lexis.com)

Historical Quotes \$0.30 per day per quote  
 Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.

**1.7 PRINTING AND SAVING TO DISK.**

Charges for printing and saving to disk are included in the Per-Search rate.

### 1.8 IMAGES.

Charges for images will be as follows per image retrieved, including print:

	each image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Mealey	\$0.00
Elsevier Environmental	\$3.00
IHI patent images - US domestic	\$5.00
IHI patent images - International	\$6.00
Elsevier Business	\$6.00
Forms	\$7.50
Investext	\$10.00
ISO Policy Forms	\$25.00
Miller's	\$25.00

### 1.9 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$84.00 to \$599.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

**1.10 ANALYZER.** \$0 per search and \$200 per report.

### 1.11 SMARTLINK.

\$99 per search

\$0 for a Public Record (PUBREC) report

\$0 for a Click Search

**1.12 DELAWARE SECRETARY OF STATE.** \$35 per report.

**1.13 COMPANY DOSSIER.** Charges range from \$5 up to \$50 per report and from \$0 up to \$50 per document link.

**1.14 RISK SOLUTIONS.** Charges for Telephone Look-Up will be \$0.75 per search, Reverse Telephone Look-Up will be \$0.75 per search, Name and Address Verification will be \$3.00 per search, and InstantID® will be \$3.00 per search. Get A Report charge will be \$99.00 per search. Charges for Report Component will range from \$0 to \$6.00 per report. Charges for Web Documents will range from \$10.00 to \$20.00 per document. Consult the Price List available in the Online Services for detailed report charges.

Offline Civil and Criminal Court Records ("OCCCR") fees depend on the jurisdiction. OCCCR fees may consist of some or all of the following charges:

	OCCCR FEES
Search Type fee	\$16.00 – 175.00 per search
Court Access fee	\$1.00 to \$40.00 per search
Excess Case fee (1 to 5 cases)	\$0.00
Excess Case fee (6 or more cases)	\$1.00 per case
Previous 10-Year Date Range fee	\$6.00 per search

**1.15 EDGAR ONLINE.** \$15 for Excel Reports and \$22 for Non-Excel Reports.

**1.16 INVESTEXT DOCUMENTS.** Two Most Recent Reports will be \$9.00 per page, and Archive Reports will be \$45.00 per report.

**1.17 MARKMONITOR®.** The following sources from the gateway searches will be \$35.00 per search: DomainSmart, eBannermonitor, eBoardmonitor, eDomainmonitor, eLinkmonitor, eNetmonitor, eSitemontior, TMIQ, Inbox and ReverseWhois.

**2. HANDLING CHARGE.** \$15 for documents printed at the LexisNexis computer center.

**3. MONTHLY SUBSCRIPTION CHARGE.** \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

**4. INSTRUCTION.** Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

### 5. EQUIPMENT AND SOFTWARE CHARGES.

5.1 Subscriber may use its own equipment, or equipment may be available from the provider of the Online Services ("Access Equipment").

5.2 The Access Equipment shall be maintained by the provider of the Online Services at its then current standard charges. Contact your account representative for current charges. Subscriber may terminate rental of any Access Equipment upon 10 days written notice. Access Equipment must be returned to the provider of the Online Services in the same condition in which it was received, reasonable wear and tear excepted.

5.3 Subscriber shall not permit any of its agents or employees to attempt to move, modify, repair, or tamper with any Access Equipment in any way, except that Subscriber may install Access Equipment designated by the provider of the Online Services as installable by Subscriber. If Subscriber installs Access Equipment, Subscriber shall do so in accordance with the applicable instructions. Subscriber assumes all responsibility for any personal injury or property damage, including damage to Access Equipment, that occurs as a result of Subscriber's installation of the Access Equipment.

5.4 Subscriber shall pay then current standard charges for any software licensed by the provider of the Online Services. Additional terms and conditions applicable to the software are packaged with the software and Subscriber agrees to promptly return the software if Subscriber is not in agreement with these terms and conditions. By using the software, Subscriber agrees to be bound by the terms and conditions packaged with that software.

**6. TAXES.** The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

**7. PAYMENT TERMS.** All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

**8. CHANGES TO CHARGES AND DISCOUNTS.** Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

**9. COLLECTION COST.** To the extent allowed by Illinois law, Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, reasonable attorney's fees, and court costs, if Subscriber fails to comply with the payment obligations set forth herein.

**10. MISCELLANEOUS.**

10.1 In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

10.2 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

-----END OF EXHIBIT B-----

June 30, 2007  
LexisNexis® Services  
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THE INFORMATION CONTAINED IN EVENT BRIEFS REFLECTS CCBN, INC.'S SUBJECTIVE CONDENSED PARAPHRASE OF THE APPLICABLE COMPANY'S CONFERENCE CALL AND THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORTING OF THE SUBSTANCE OF THE CONFERENCE CALLS. IN NO WAY DO VOXANT, INC. OR CCBN, INC. ASSUME ANY REponsibility FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN ANY EVENT BRIEF. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

(b) Charlie Rose materials only:

THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER VOXANT, INC. NOR CHARLIE ROSE INC. MAKES ANY WARRANTY OF ANY KIND CONCERNING THE ACCURACY OF THE MATERIALS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

(c) All Materials:

These materials are not legal transcripts for purposes of litigation.

58. Washington Post

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

59. West Publishing Company Materials

You may use materials provided by West Publishing Company for research purposes only, and may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

60. Ziff Davis Media Inc. Materials

You may not publish, broadcast, sell or otherwise redistribute these materials for commercial purposes.

-----**END OF EXHIBIT C**-----



**SUBSCRIPTION PLAN AMENDMENT**

**FOR STATE/LOCAL GOVERNMENT**

<b>"Subscriber":</b>	<b>"LN":</b> LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment will begin on December 1, 2007 when Subscriber's billing account (a "Billgroup") is activated ("Activation") and will continue until November 30, 2012 (the "Term").

**2. AUTHORIZED USERS**

2.1 This Amendment relates only to the Subscriber's Billgroups and locations listed on Rider No. 1, attached hereto and incorporated herein (the "Participating Billgroups"). Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 12.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

2.2 Subscriber may establish additional Participating Billgroups for the purpose of blocking access to specific menus for a designated group of users. Subscriber may also establish new Participating Billgroups in order to provide access to additional Authorized Users (defined in Section 2.1 above). Requests for additional Participating Billgroups must be made in writing and must be received by LN on or before the 20<sup>th</sup> of the month preceding the month in which the new Participating Billgroup is to take effect. Subscriber shall provide the LN Account Representative with a list of Authorized Agency contacts within thirty (30) days of the effective date of this Amendment. The written request for additional Participating Billgroups shall be signed by a person or persons appearing on this list and may be mailed, faxed or electronically mailed (emailed) to the LN Account Representative. Subscriber may make additions and deletions to this list in writing at any time. LN shall add and/or delete billgroups within forty-eight (48) hours of a request from the Authorized Agency. The LN Account Representative is David Popham. The LN Account Representative's mailing address is 70 West Madison, Suite 2200, Chicago, IL 60602, telephone number is 800.253.4181 x3538, fax number is 866.960.4482 and email address is david.popham@lexisnexis.com.

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are approximately 4,000 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Subscriber will notify LN of any change in the number of users. Upon the request of LN, Subscriber will recertify to the current total number of users.

**4. SUPPORT AND TRAINING**

4.1 During the Term, LN will provide training support to Subscriber at no additional charge. LN will not mandate training, nor will LN cap the number of training sessions an individual may attend.

4.2 The scope of the training includes, but is not limited to Basic, Advanced, and Public Records classes offered on a monthly basis at the Lexis Training Center located at 70 West Madison Street, Suite 2200, Chicago, IL 60602. These classes are scheduled four (4) months in advance and training schedules shall be made available to all scheduling contacts of Subscriber's designation. The classes are filled on a first come, first serve basis and Subscriber's employees may attend as many classes as they choose. The basic class is three (3) hours in length with the last hour designated as practice time. Advanced and Public Records classes are two (2) hours in length.

4.3 LN will schedule additional classes in the Lexis Training Center on an "as needed" basis and when a training room is available. LN would prefer that additional classes contain a minimum number of five (5) trainees, but will not mandate such attendance. Additional classes may be of the type listed in Section 4.2 above or may consist of other subject matters to be customized to meet Subscriber's employee's specific needs. The scheduling of additional classes requires a minimum of one (1) month's notice and Subscriber may designate as many additional classes as Subscriber chooses.

4.4 Training may also be conducted at Subscriber's many county locations at Subscriber's request. LN will utilize Subscriber's training facilities, conference room facilities, or office space at Subscriber's request. Training classes may consist of those outlined in Section 4.2 above or may consist of other subject matters to be customized to meet Subscriber's employee's specific needs. LN will provide and install training equipment at Subscriber's locations, with the exception of Daley Center, where Subscriber has a minimum of thirty (30) users who require hands-on training. LN will provide a minimum of eight (8) workstations and will conduct up to five (5) classes per day, each class will be no more than two (2) hours in duration. Training requests to be fulfilled in this manner will be met within two (2) weeks of receiving a request for Basic or Advanced classes and within three (3) weeks notice for all other subject matters. There is no minimum requirement for attendance in these classes. Training may also be done on a one-on-one basis at Subscriber's locations. Subscriber shall contact the LN Account Representative or the LN Account Consultant to schedule such an appointment and said appointment will be scheduled within ten (10) business days of the request. One-on-one training sessions will be limited to ten (10) sessions per month per agency organization. The LN Account Consultant for all Subscriber agencies is Lisa Jafari, at 312.899.7865.

4.5 During the Term, LN will customize research platforms ("APIs") for Subscriber which will include Intranet Links.

## **5. LITERATURE**

5.1 All Subscriber users attending any LN training session will be supplied with the following literature: LexisNexis Library Contents and Alphabetical List; Learning LexisNexis Handbook, and a Lexis at a Glance Card. LN may provide additional literature to Subscriber's users at training sessions as the literature relates to the subject matter of the class.

5.2 LN will supply all Subscriber scheduling contacts updated LexisNexis Library Contents and Alphabetical Lists annually.

5.3 Subscriber may order any literature that is available to all other LN commercial customers at no cost. Such literature may be amended from time-to-time by LN. All literature requests are subject to availability.

5.4 Any of Subscriber's employees who use the Preferred Pricing Materials may order literature from the local Account Representative at any time. The request will be fulfilled within twenty-four (24) hours of the request, subject to literature availability.

## **6. CUSTOMER AND TECHNICAL SUPPORT**

6.1 Customer Support is available twenty-four (24) hours per day at no charge. Subscriber may reach Customer Support at 800.543.6862.

6.2 Customer Support is available to assist Subscriber's employees with search techniques, general database inquiries, printer routing information, available phone numbers for dialing into the LexisNexis computer center, and technical assistance, such as initial installation of communications software and connection trouble-shooting.

6.3 LN shall provide technical support to subscriber in accordance with the descriptions listed on pages 36, 37 and 38 of the LN proposal (the section entitled "Customer Service and Technical Support") incorporated herein by reference.

## **7. BILLING STATEMENTS AND BILLING INFORMATION**

7.1 Subscriber shall receive a monthly invoice, which will include the following information:

- Amount of time and dollars spent by user in Preferred Pricing Menus, as well as the number of documents printed;
- Date of use;
- Service utilized, such as *lexis.com*, *nexis.com*, Financial, Public Records, and MEDICAL;
- Amount of time and dollars spent by user in Alternative Pricing Menus, as well as the number of documents printed;
- Total amount of time for all Subscriber agencies; and
- Total dollar amount owed.

7.2 Subscriber may request reports for a specific library/file use by user and time-of-day on a monthly basis at no charge. Requests will not be fulfilled until the end of the subsequent month.

7.3 Subscriber will receive a monthly invoice for use of the Preferred Pricing Materials under this Amendment, and will pay each such invoice within thirty (30) days of approval by the County Board of Commissioners.

7.4 LN will work with Subscriber to develop customized reports for tracking and measuring usage of the Preferred Pricing Menus by individuals and entire agencies.

7.5 LN shall provide Subscriber with access to and use of the LN PowerInvoice Service at no additional charge.

## 8. INVENTORY OF DATABASES; FILES

8.1 For a detailed listing of files, materials and features included in the Preferred Pricing Materials see the Year 2007 Directory of Online Services libraries (less certain exclusions) incorporated herein by reference as it may be amended from time-to-time by LN.

## 9. IDENTIFICATION NUMBER ADMINISTRATION

9.1 Subscriber is responsible for informing LN of any identification (ID) numbers which should be deleted or deactivated. LN will delete or deactivate any ID number within twenty-four (24) hours of request.

9.2 Subscriber shall request ID number additions and deletions in writing. LN shall accept only those requests, which are made by an authorized agency contact, a list of which Subscriber shall provide to the LN Account Representative as outlined in Section 2.2. Subscriber shall make the written requests to the LN Account Representative listed in Section 2.2.

9.3 When ID numbers are added or deleted, LN will mail ID cards and user lists to the scheduling contact of the requesting organization within twenty-four (24) hours of request.

9.4 Unique ID numbers have been and will continue to be issued in the names of individuals and shall not be transferred or shared under any circumstances.

9.5 Subscriber may utilize Service Express, in order to request the addition or deletion of ID numbers directly from LN. LN will respond to all Service Express calls in two (2) hours or less.

## 10. PRIVATE NODE

During the Term, LN shall continue to maintain the Private Node Connection at the Daley Center at no additional cost to Subscriber.

## 11. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule marked as Exhibit B to the Agreement (the "Price Schedule") will be waived.

## 12. PREFERRED PRICING MATERIALS AND CHARGES

12.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com* service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). Subscriber's simultaneous users shall have access to source/menu numbers: GSL04G; GSL03G; and GOV15G (LEGAL FIXED RATE; NEWS, FIN'L, MED'L, PAT; and ALL PUBLIC RECORDS, respectively) listed in the table immediately below. Access to source/menu number WSPR4A (LESP/SMARTLINX) listed in the table immediately below shall be limited to 315 user IDs. Access to Accurint for Law Enforcement, listed in the table immediately below, shall be limited to 100 user IDs and is subject to the additional terms and conditions listed in Exhibit E. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS	NUMBER OF USERS	COMMITMENT PERIODS		MONTHLY COMMITMENT
(a) LEGAL FIXED RATE	GSL04G	Full	4,000	Beginning	12/1/07 to 11/30/08	\$ 40,700
(b) NEWS, FIN'L, MED'L, PAT	GSL03G		4,000	Beginning	12/1/08 to 11/30/09	\$ 41,200
(c) ALL PUBLIC RECORDS	GOV15G		4,000	Beginning	12/1/09 to 11/30/10	\$ 41,700
(d) SMARTLINX	WSPR4A		315	Beginning	12/1/10 to 11/30/11	\$ 42,200
(e) ACCURINT FOR LAW ENFORCEMENT			100	Beginning	12/1/11 to 11/30/12	\$ 42,700

12.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 13 (if elected) below.

## 13. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by notifying LN, Subscriber will have

access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

#### **14. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 14 will survive the termination or expiration of this Amendment.

#### **15. SPECIAL OFFERS**

15.1 In consideration of Subscriber's commitment to the Term of this Amendment, Subscriber shall be entitled to the following discounts:

15.1.1 Fifty percent (50%) discount off of list prices for any subscription renewals or new purchases of Matthew Bender print materials that are not available online as part of Cook County's LN online subscription.

15.1.2 Seventy percent (70%) off of list prices for any subscription renewals or new purchases of Matthew Bender print materials that are available online as part of Cook County's LN online subscription.

15.1.3 Seventy percent (70%) off of list prices for any subscription renewals or new purchases of Matthew Bender print materials that are compatible with materials published by Matthew Bender's competitors.

15.1.4 None of the above discounts may be combined or aggregated with any other LN or Matthew Bender promotion or offer.

15.2 In consideration of Subscriber's commitment to the Term of this Amendment, Subscriber shall be entitled to the following LN Print Publication Shipping and Handling ("S&H") discounts (for a complete listing of all eligible LN Print Publications, please see the LN online bookstore at <http://bookstore.lexis.com/bookstore/catalog>):

15.2.1 LN will implement a Twenty Eight Thousand (\$28,000) Dollar cap on S&H charges and rebate to Subscriber anything above that amount at the end of each year of the contract.

15.2.2 LN will waive S&H on all brand new orders of LN print publications.

15.2.3 If spending on LN print publications increases up to Four Hundred Fifty Thousand (\$450,000) Dollars annually, LN will cap ALL S&H charges at Fifteen Thousand (\$15,000) Dollars for that year and rebate any charges above that amount at the end of that year of the contract.

15.2.4 If spending on LN print publications increases to over Four Hundred Fifty Thousand (\$450,000) Dollars annually, LN will waive ALL S&H charges for that year of the contract.

15.3 The foregoing discounts and free offers shall not be available to any billgroups that have delinquent LN or Matthew Bender charges that are not the subject of a good faith dispute or did not result from LN or Matthew Bender failing to tender invoices before the expiration of Subscriber's fiscal year.

#### **16. MISCELLANEOUS**

16.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

16.2 Notwithstanding anything to the contrary set forth in the Agreement, the Agreement and this Amendment may be terminated by Subscriber on the first day of any calendar month upon thirty (30) days prior written notice provided to LN, except that this Amendment may be terminated by Subscriber effective ten (10) days after LN receives notice thereof from Subscriber in the event LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used in the ordinary course of its business during the Term. To be effective, notice of termination because LN has discontinued providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of its business during the Term must be given within ninety (90) days of the event giving rise to the termination right.

16.3 Upon termination of this Amendment, however occurring, access to and use of the Preferred Pricing Materials and any alternate menus will terminate and all identification numbers will be deactivated.

16.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

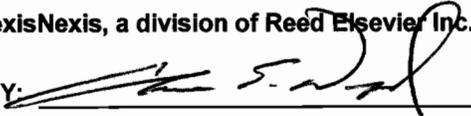
16.5 Whenever new libraries, files, technologies or services become commercially available to other users at no additional cost to such users, they will be made available to Subscriber at no additional cost.

16.6 In the event LN is unable to provide access to the Preferred Pricing Materials for more than five (5) consecutive hours during regular business hours or for more than eight (8) consecutive hours during off-peak hours (excluding scheduled downtime), LN will provide Subscriber with a pro-rate credit for each hour of downtime beyond the hours outlined in this section. Such credit will be based on the total number of hours in the month in which the downtime occurred divided by the applicable Monthly Payment.

16.7 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

16.8 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

_____	LexisNexis, a division of Reed Elsevier Inc.
SUBSCRIBER	
BY: _____	BY: 
NAME: _____	NAME: <b>Christian E. Woolford</b>
TITLE: _____	TITLE: <b>Sr. Pricing Analyst</b>
DATE: _____	DATE: <b>14 NOV 07</b>

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

-----END OF EXHIBIT D-----



**RISK & INFORMATION ANALYTICS GROUP APPLICATION & AGREEMENT – GOVERNMENT AGENCIES**

LexisNexis Risk & Information Analytics Group Inc. (“LN”) provides the products and services listed in Part 6 (the “LN Services”) of this Application and Agreement (“Agreement”). The information submitted on this Agreement will be used to determine the Customer’s (as defined in Part 1 below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

Part 1: (This section must be filled out entirely.)

**SECTION A: AGENCY INFORMATION (“AGENCY or Customer”)**

Agency Name County of Cook, Illinois  
 Physical Address 118 N. Clark Street  
 City Chicago State Illinois Zip 60602  
 Telephone \_\_\_\_\_ Agency Web Address \_\_\_\_\_

Product IP Address

N/A: Accurant product will not be housed at Cook County-- it will be web-available to Cook County					
---	--	--	--	--	--

Product IP Address Range

From	N/A					To				
------	-----	--	--	--	--	----	--	--	--	--

COMPANY PRINCIPAL(S)  
 Last Name N/A First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Title \_\_\_\_\_  
 Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ Title \_\_\_\_\_

**SECTION B: CUSTOMER ADMINISTRATOR CONTACT INFORMATION**

Last Name Rossano First Name George Middle Initial \_\_\_\_\_  
 Title Project Director Telephone (312) 603-6713  
 Email GRossa@cookcountygov.com  
 Address \_\_\_\_\_  
 \*Computer IP Address 10.128.3.185

- \*For verification purposes, each Customer Administrator must provide one of the three of the following pieces of identified information.
1. First five digits of your Social Security number \_\_\_\_\_ - \_\_\_\_\_
  2. Full date of birth October 28, 1959
  3. Complete Home Address \_\_\_\_\_

**ADDITIONAL CUSTOMER ADMINISTRATOR CONTACT INFORMATION (Optional)**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
 Title \_\_\_\_\_ Telephone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Address \_\_\_\_\_  
 \*Computer IP Address \_\_\_\_\_

- \*For verification purposes, each Customer Administrator must provide one of the three of the following pieces of identified information.
1. First five digits of your Social Security number \_\_\_\_\_ - \_\_\_\_\_

2. Full date of birth \_\_\_\_\_  
3. Complete Home Address \_\_\_\_\_

Part 2: (Agency must provide Business Documentation if applicable.)

**SECTION A: BUSINESS INFORMATION**

Publicly Traded Company (Ticker Symbol \_\_\_\_\_ Exchange \_\_\_\_\_ )  
 Private Corporation  Sole Proprietor  Partnership / LLC State of \_\_\_\_\_ County of Cook, Illinois  
No. of Employees 100 (for purposes of Accurint licensing) No. of years in business 170 Parent Company \_\_\_\_\_  
No. of Attorneys \_\_\_\_\_ Practicing Area of Law \_\_\_\_\_  
Business / Professional License Number N/A  
Date Issued / Expiration Date \_\_\_\_\_ Issuing dept. or division \_\_\_\_\_  
County Issued \_\_\_\_\_ State \_\_\_\_\_

**SECTION B:**

Has Customer, Customer's agent, employee or user ever been subject to civil, criminal, or professional sanctions in their line of business?  Yes  No If yes, please describe in detail and provide information about the corrective measure taken:  
No  
N/A

Has Customer, Customer's agent, employee or user been barred or prevented from conducting business in any jurisdiction (local, state or federal)?  Yes  No If yes, please describe in detail and provide information about the corrective measure taken:  
N/A

**Part 3: CREDIT CARD INFORMATION** (if you choose to be billed on a credit card, fill out this portion and proceed to Part 5. If you choose to be billed directly, skip this portion and proceed to Part 4). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name N/A  
Card Number \_\_\_\_\_ Expiration (MM/YY) \_\_\_\_\_  
Credit Card Statement Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Card Type:  Master Card  Visa  American Express

By choosing to have a credit card billed directly by LN, I hereby authorize the members of LN that are providing services to the Agency under this Agreement to bill this credit card for the charges incurred for use of the LN Services. Additionally, I hereby agree that if the credit card company refuses to pay charges incurred for my use of the LN Services I shall be personally responsible for the payment of such charges.

**Part 4: DIRECT BILLING INFORMATION** (If you choose to be billed directly, fill out this portion and proceed to Part 5.) By submitting this direct billing application, Agency certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Agency named in this Agreement. Agency certifies that the information provided relating to this credit application is true and complete. Agency hereby grants permission to LN to verify the credit information provided herein.

**BILLING CONTACT**

Last Name Circuit Court of Cook County First Name \_\_\_\_\_ Title \_\_\_\_\_  
Telephone \_\_\_\_\_ Email Address \_\_\_\_\_  
Billing Address 2600 Richard J. Daley Center  
City Chicago State Illinois Zip 60602

**Part 5: ADDITIONAL BILLING INFORMATION**

Require a P.O. Number on Invoice?  No  Yes If Yes, provide P.O. Number Will not know P.O. number until after contract is executed by Cook County

Sales Tax Exempt  No  Yes If Yes, provide proof of exemption

**Part 6: AVAILABLE LN SERVICES**

**SECTION A: PUBLIC RECORDS ONLINE PRODUCTS**

- Accurant  Accurant for Legal  InstantID Q&A
 Accurant for Collections  Anti-Money Laundering Solutions  LN Vendor Screening
 Accurant for Government  ChargebackDefender  Rate Evasion Evaluation
 Accurant for Health Care  Collections Solutions  RecoverScore
 Accurant for Insurance  FraudDefender  Risk Management Solutions
 Accurant for LE  InstantID  RiskWise Solutions
 Accurant for LE Plus  InstantID CIP

**SECTION B: PUBLIC RECORDS BATCH PRODUCTS**

- LN Batch  Accurant Batch
NCOA (Must submit PAF)

**SECTION C: CONSUMER REPORT ONLINE PRODUCTS**

The LN Services provided under these Sections C and D constitute Consumer Reports as defined in the Agreement. In selecting these Consumer Report services Customer certifies it will only obtain a Consumer Report for a permissible purpose as defined by the FCRA and similar laws.

- Banko Collections Solutions  Full Service Screening  Specialty Screening
 Express Screening \*\*  OneScore  ThinDex

\*\* A non-refundable \$25.00 Account Setup Fee shall be assessed to all Express Screening accounts.

**SECTION D: CONSUMER REPORT BATCH PRODUCTS**

- Banko Batch

**Part 7: PERMISSIBLE USE CERTIFICATION**

**SECTION A: GLBA PERMISSIBLE PURPOSE (At least one must be INITIALED to be permitted access to GLBA data.)**

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has a permissible use under the GLBA to use and/or obtain such information and Customer further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- No permissible use.
1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
1. (B) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications for employment, housing, or insurance. (Accurant only).
2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
3. In required institutional risk control programs.
4. In resolving customer disputes or inquires.
5. Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
6. Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
x 7. In complying with federal, state, or local laws, rules, and other applicable legal requirements.
8. To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION B: DPPA PERMISSIBLE USES (At least one must be INITIALED to be permitted access to DPPA data.)**

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to

use and/or obtain such information and Customer further certifies it will only use such information obtained from LN Services for one or more of the purposes selected below:

- \_\_\_\_\_ No permissible use.
- \_\_\_\_\_ 1. In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.
2. To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for fraud.
- \_\_\_\_\_ 3. Use by a government agency but only in carrying out its functions.
- \_\_\_\_\_ 4. Use by any person acting on behalf of a government agency but only in carrying out the agency's functions.
- \_\_\_\_\_ 5. Use by an insurer (or its agent) in connection with claims investigation activities, antifraud activities, rating or underwriting.
- \_\_\_\_\_ 6. In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
- \_\_\_\_\_ 7. Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code. (Accurint only)

With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will only use the information described in Sections A and B of this Part 7 in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**Part 8: QUALIFIED ACCESS**

Certain users ("Authorized Users") may be able to obtain full (nine digits) social security numbers and drivers license numbers when appropriate ("SSNs") through some LN Services. Only those users that are within the Authorized User List below, and that use SSNs for an Authorized Use identified below, qualify as Authorized Users. To qualify as an Authorized User, Customer must identify and certify that its business is within the Authorized User List below and its use of SSNs is within the Authorized Use List below.

**SECTION A: SOCIAL SECURITY NUMBERS**

**1. AUTHORIZED USER (At least one must be INITIALED to receive SSNs.)**

- \_\_\_\_\_ Not an authorized user;
- Federal, state or local government agency with law enforcement responsibilities;
- \_\_\_\_\_ Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
- \_\_\_\_\_ Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;
- \_\_\_\_\_ Collection department of a creditor;
- \_\_\_\_\_ Collection company acting on behalf of a creditor or on its own behalf;
- \_\_\_\_\_ Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:
- \_\_\_\_\_
- \_\_\_\_\_

**2. AUTHORIZED USE (At least one must be INITIALED to receive SSNs.)**

- \_\_\_\_\_ No authorized use;
- Location of suspects or criminals;
- Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
- \_\_\_\_\_ Location of individuals alleged to have failed to pay taxes or other lawful debts;
- \_\_\_\_\_ Identity verification;
- \_\_\_\_\_ Other uses similar to those described above. Describe your use:
- \_\_\_\_\_
- \_\_\_\_\_

By selecting above, the Customer certifies that it is an Authorized User, and that it will use SSNs only for the purposes it designated on the Authorized Use List and for no other purposes.

## SECTION B: DRIVERS LICENSE NUMBERS

### 1. AUTHORIZED USER (At least one must be INITIALED to receive DLs.)

- Not an authorized user;
- Federal, state or local government agency with law enforcement responsibilities;
- Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud;
- Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf and (d) such other uses as shall be appropriate and lawful;
- Collection department of a creditor;
- Collection company acting on behalf of a creditor or on its own behalf;
- Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:
- 
- 

### 2. AUTHORIZED USE (At least one must be INITIALED to receive DLs.)

- No authorized use;
- Location of suspects or criminals;
- Location of non-custodial spouses allegedly owing child support and ex-spouses allegedly owing spousal support;
- Location of individuals alleged to have failed to pay taxes or other lawful debts;
- Identity verification;
- Other uses similar to those described above. Describe your use:
- 
- 

By selecting above, the Customer certifies that it is an Authorized User, and that it will use DLs only for the purposes it designated on the Authorized Use List and for no other purposes.

## PART 9: TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** LN provides nationwide public record information, document retrieval and related services (the "LN Services") using LN's proprietary and licensed databases and information. Agency hereby subscribes to the LN Services, and LN hereby grants to Agency a license to use the LN Services solely for law enforcement purposes which comply with applicable privacy laws.

2. **PERFORMANCE:** LN will use reasonable efforts to compile the information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on LN for the accuracy or completeness of the information provided by the LN Services.

3. **CHARGES:** For each response to a request for information the Agency agrees to pay to LN for use of the LN Services the applicable charge for the information requested as provided in the attached Schedule A. The Agency shall pay to LN fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins.

4. **INTELLECTUAL PROPERTY:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the LN Services, other than as permitted by this Agreement. The Agency acknowledges that LN (and/or LN's third party data providers) shall retain all right, title and interest in and to the data and information provided by the LN Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.

5. **USE LIMITATIONS:** The Agency agrees that it will use the LN Services only in the performance of, or in the furtherance of appropriate government activities. Agency will not nominate or authorize any individual to a position of LN systems administrator or LN Agency administrator who has not undergone a government background check that meets the following federal criteria (or the state government equivalent that meets or exceeds that standard): National Criminal Information Center (NCIC) and other appropriate background checks in accordance with OPM guidelines, 5 Code of Federal Regulations (CFR), Part 731, "Suitability," Part 732, "National Security Positions; and Part 736, "Personnel Investigations" commensurate with the responsibilities of their position". Use of the LN Services is expressly conditioned upon acceptance of and agreement to terms 1 through 12 contained herein ("Terms").

6. **PAYMENT OF FEES:** The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay LN for all charges incurred for the use of the LN Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 20 days of the date of an invoice for the LN Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum,

unless another interest rate is mandated or prohibited by law, from the date due on any charges not paid by the payment due date. All remittances shall be sent to LN, Inc., PO Box 538358, Atlanta, GA 30353-8358. LN reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

7. **TERM:** This Agreement shall remain in full force and effect during such periods of time during which LN is providing services to the Agency, unless a time certain is specified elsewhere. The Agency may terminate this Agreement at any time for any reason. The Agency agrees that if it is found to be in violation of any specifications of this Service Agreement, LN has the right to terminate the Agency's access to the LN Services.

8. **ASSIGNMENT:** The license granted to the Agency to use the LN Services may not be assigned by the Agency, in whole or in part, without the prior written consent of LN.

9. **DISCLAIMER OF WARRANTIES:** LN DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LN SERVICES AND INFORMATION PROVIDED THEREBY. LN DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

10. **SURVIVAL OF AGREEMENT:** Provisions hereof related to (a) the use of the LN Services information and data by the Agency; (b) the payment for the LN Services; and (c) the disclaimer of warranties by LN, shall survive any termination of the license to use the LN Services.

11. **AUDIT:** The Agency understands and agrees that in order to ensure compliance with applicable law, LN will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by LN will be subject to immediate action including, but not limited to, termination of the license to use LN Services, legal action, and/or referral to federal or state regulatory agencies.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any new, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any new, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

I **HEREBY CERTIFY** that I am authorized to execute this LN Agreement for Government Agencies on behalf of the agency listed above, and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Agreement.

APPLICANT

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_ (mm/dd/yy)

\* Please note: Initial **ALL** pages of the Agreement, sign where indicated, and submit the Agreement and supporting documentation.

-----**END OF EXHIBIT E**-----

CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

**A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.**

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

**THE UNDERSIGNED HEREBY CERTIFIES THAT:**

- (1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

- (2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);
- (3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);
- (4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

**B. BID-RIGGING OR BID ROTATING.**

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it will provide a drug free workplace as per the requirements of Public Act 86-1459.

**D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.**

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

**E. COOK COUNTY HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March 16, 1993)**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

**F. ILLINOIS HUMAN RIGHTS ACT**

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

**G. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)**

The Cook County Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

**H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)**

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If not applicable (i.e. there are no Substantial Owners as defined above) you must indicate here that "there are no Substantial Owners as defined above":

(check here, if applicable) There are no Substantial Owners, as defined above.

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
_____	_____	_____

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
_____	_____	_____

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
_____	_____	_____

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
_____	_____	_____

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

he/she has personal knowledge of the information provided above and that the information provided is correct.

**I. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)**

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:**

it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

**MINORITY AND WOMEN BUSINESS ENTERPRISE GOALS**

**REQUIRED SUBMITTALS**

**I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and agreements to certified MBEs and WBEs.

B. A contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBES; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

**II. Required Submittals**

To be considered responsive to the requirements of the Ordinance, a contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and to be rejected.

**A. MBE/WBE Participation Documentation**

Each contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1.) A summary plan identifying all firms intended to be used to fulfill the goals; the MBE or WBE status of each firm; the name, address, and phone number of the contact person for each MBE/WBE firm; the dollar value of the goods or services to be provided by MBE and WBE firm; and the dollar value for each expressed as a percentage of the total value of the proposed contract. (See Exhibit I)

2.) A Letter of Intent for each MBE/WBE containing specific information regarding the goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer of both the contractor and of the MBE/WBE firm. (A sample form is attached as Exhibit II.)

3.) Current letters of certification for each MBE and WBE firm. Acceptable certifying agencies are: Cook County, City of Chicago, CTA, Pace, Metra, IDOT, WBDC, CMBDC, SBA.

**B. Use of MBE/WBE Professionals**

Each contractor shall submit with its proposal, a statement which discloses how it intends to maximize the use of its minority and women professional in the course of performing the contract.

**C. Affirmative Action Plan**

Each contractor shall submit a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating that no plan exists. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs.

**III. NON-COMPLIANCE**

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**IV. REPORTING/RECORD-KEEPING REQUIREMENTS**

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions concerning this portion of the Execution Forms should be directed to:

Ms. Betty Hancock Perry

Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION**

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, CWMBDC, SBA, Women's Business Enterprise National Council or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

**I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)**

- Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance)
- Contractor is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will endeavor in good faith to utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms (Not Applicable)**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
- Letter(s) of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
Letters(s) of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

**III. Indirect Participation of WBE Firm**

1. Name of WBE: Shumsky Enterprises, Inc.  
Address: 811 E. Fourth Street, Dayton, Ohio 45402  
Contact Person: Rhonda Fisher Phone: (937) 221-7819

Dollar amount of indirect participation: \$ Approximately \$5,000  
Percent amount of indirect participation: Approximately 1%  
Letter(s) of Intent attached? Yes X No \_\_\_\_\_  
Letter(s) of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed to fully document MBE/WBE participation.

**EXHIBIT II                      COOK COUNTY LETTER OF INTENT**

**Contract Title & Number:** Online research services & hard copy publications for various Cook County agencies and departments. (Contract number is N/A)

From: Shumsky Enterprises, Inc. (Name of WBE Firm)

To: LexisNexis, a division of Reed Elsevier Inc. and the County of Cook  
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract: promotional materials.

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. *All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.*

Description of Service/Supply Fee/Cost

For at least the first year of the contract:

- |    |                              |   |
|----|------------------------------|---|
| 1. | <u>Promotional Materials</u> | <u>Approx. 1% (estimated), or approx. \$5,000 (estimated)</u> |
| 2. | _____                        | _____   |
| 3. | _____                        | _____   |
| 4. | _____                        | _____   |
| 5. | _____                        | _____   |

Total: Approx 1% (estimated), or approx. \$5,000 (estimated)

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

**THE UNDERSIGNED PARTIES AGREE** to endeavor in good faith to enter into agreements on an as-needed basis for the above work conditioned upon the Prime Contractor's execution of the above referenced contract with the County of Cook and will do so within reasonable times after of the Prime Contractor's receipt of a signed contract from the County of Cook. *The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.*

Upon Penalty of perjury, I Rhonda Fisher (print name)  
the Director, National Sales (title) and duly authorized representative  
of the MBE and/or WBE Shumsky Enterprises, Inc. (firm name) affirm that all of the  
foregoing information is true and correct and that the products/services indicated above will be  
supplied/performed, if requested by Prime Contractor during at least the first year of the contract,  
for approximately 1 % (estimated), or approximately \$5,000 (estimated) of this contract bid  
amount.

[Signature]  
(Signature of affiant)

7 1 3 2007  
(Date)

Subscribed and sworn to before me this 03 day of July, 2007.

[Signature]  
(Notary's Signature)

(Notary Seal)



MICAH S. ASCH, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 2, 2010

Upon Penalty of perjury, I Christian Woolford (print name)  
The Sr. Pricing Analyst (title) and duly authorized representative of the Prime Contractor  
LexisNexis, a division of Reed Elsevier Inc. (firm name) affirm that all of the foregoing  
information is true and correct and the products/services indicated above will, if needed by the  
Prime Contractor during at least the first year of the contract, be purchased and paid for in the  
above indicated dollar amount of approximately \$5,000 (estimated) which represents the above  
indicated percentage of approximately 1 % (estimated) of this contract bid amount.

[Signature]  
(Signature of affiant)

03 / Jul / 07  
(Date)

Subscribed and sworn to before me this 03 day of July, 2007.

[Signature]  
(Notary's Signature)

(Notary Seal)



MICAH S. ASCH, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 2, 2010

LEXISNEXIS LEGAL DEPT.  
REVIEWED BY: [Signature]  
DATE: 7-3-07



Women's Business Enterprise National Council  
in partnership with  
Women's Business Enterprise Council - Southeast

certifies that the criteria for certification as a

**Women's Business Enterprise**  
**(WBE)**  
has been met by

**SHUMSKY**



Expiration Date: 6/20/2007  
Certificate Number: 244948  
SIC Code(s): 5199  
NAICS Codes: 541890

*Linda Steward*  
Authorized by Linda Steward, President,  
Women's Business Enterprise Council - Southeast



**EXECUTION BY A CORPORATION**

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-41-50. The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: LexisNexis, a division of Reed Elsevier Inc.  
BUSINESS ADDRESS: 9443 Springboro Pike, Miamisburg, Ohio, 45342  
BUSINESS TELEPHONE: (800) 253-4181, x3538 FAX NUMBER: (312) 984-1600  
CONTACT PERSON: David Popham

FEIN: 52-1471842 \*IL CORPORATE FILE NUMBER: 54566662

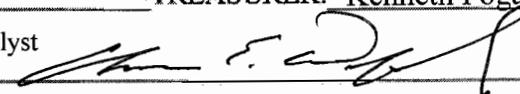
**\*\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY**

PERMANENT INDEX NUMBERS(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).  
If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

**LIST ALL CORPORATE OFFICERS:**

PRESIDENT: Mark Armour VICE PRESIDENT: Charles Fontaine  
SECRETARY: Henry Horbaczewski TREASURER: Kenneth Fogarty

\*\*\*SIGNATURE OF PRESIDENT: X Senior Pricing Analyst 

ATTEST: X (See attached certificate of authority) (CORPORATE SECRETARY)

Subscribed and Sworn to

before me this 9<sup>th</sup> day

of November, 2007.

Notary Public Signature

Notary Seal

My commission expires:  
X PAUL W. DOLES, II, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

\* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with these Execution Forms.

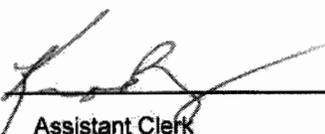
\*\* Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\*\* In the event that this Contract is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Contract on behalf of the corporation.

## CERTIFICATE OF AUTHORITY

I, Kenneth R. Thompson II, certify that I am the Assistant Clerk of Reed Elsevier Inc., a corporation duly organized and in good standing in the Commonwealth of Massachusetts; that Christian Woolford, Pricing Analyst has authority to execute legally binding documents on behalf of the LexisNexis division of the corporation in connection with that certain contract for the licensing of services by the Cook County, Illinois and that such authority is in full force and effect on the date hereof.

Corporate Seal

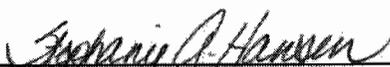
By:   
Assistant Clerk

LEXISNEXIS LEGAL DEPT.  
REVIEWED BY: KKK  
DATE: 29-JUN-07

STATE OF OHIO                    ]  
  ] SS:  
COUNTY OF MONTGOMERY        ]

On this 2<sup>nd</sup> day of July, 2007, before me personally came Kenneth R. Thompson II, whose signature appears above, to me known, and known to me to be the Assistant Clerk of Reed Elsevier Inc., the corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the Assistant Clerk of said corporation resides in Cincinnati, Ohio.



  
Notary Public

**STEPHANIE A. HANSEN, Notary Public**  
In and for the State of Ohio  
My Commission Expires May 25, 2010

COOK COUNTY ACCEPTANCE AND EXECUTION

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby enter into and accept the foregoing Contract identified as Contract Number 08-41-50.

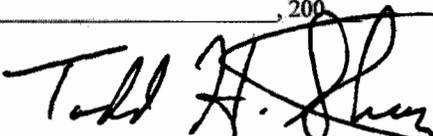
ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 2,502,000<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 200



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY PURCHASING AGENT



COOK COUNTY COMPTROLLER

APPROVED AS TO FORM

ASSISTANT STATE'S ATTORNEY



COOK COUNTY CLERK

DEC 18 2007

CLERK

-----END OF EXHIBIT F-----

**RIDER NO. 1**

<b>Billgroup Id</b>	<b>Company</b>	<b>Location</b>
100GQF	CIRCUIT COURT COOK COUNTY IL-CIRCUIT-COOK COUNTY	CHICAGO,ILLINOIS
100NBM	CHANCERY	CHICAGO,ILLINOIS
100NBP	IL-CIRCUIT-COOK COUNTY 3RD DISTRICT	CHICAGO,ILLINOIS
100NBQ	IL-CIRCUIT-COOK COUNTY 2ND DISTRICT	CHICAGO,ILLINOIS
100NBR	IL-CIRCUIT-COOK COUNTY 4TH DIST	CHICAGO,ILLINOIS
100NBS	IL-CIRCUIT-COOK COUNTY 5TH DIST	CHICAGO,ILLINOIS
100NBT	IL-CIRCUIT-COOK COUNTY 6TH DIST	CHICAGO,ILLINOIS
100NBU	IL-CIRCUIT-COOK COUNTY TRAFFIC	CHICAGO,ILLINOIS
100NBV	IL-CIRCUIT-COOK COUNTY JUVENILE	CHICAGO,ILLINOIS
100NBW	DOMESTIC	CHICAGO,ILLINOIS
100NBX	IL-CIRCUIT-COOK COUNTY 1ST MUN	CHICAGO,ILLINOIS
100NBY	IL-CIRCUIT-COOK COUNTY LAW DIV	CHICAGO,ILLINOIS
100NBZ	IL-CIRCUIT-COOK COUNTY COUNTY DIV	CHICAGO,ILLINOIS
100NCD	IL-CIRCUIT-COOK COUNTY CRIMINAL	CHICAGO,ILLINOIS
101XHG	IL-CIRCUIT-COOK COUNTY MICH AVE	CHICAGO,ILLINOIS
1077N0	COOK COUNTY CIRCUIT COURT IL-CIRCUIT-COOK COUNTY	CHICAGO,ILLINOIS
108QTN	CHANCERY	CHICAGO,ILLINOIS
108V1H	IL-CIRCUIT-COOK CNTY JUVENILE	CHICAGO,ILLINOIS
112F8K	IL-CIRCUIT-COOK COUNTY 1ST MUN	CHICAGO,ILLINOIS
112F8S	IL-CIRCUIT-COOK COUNTY LAW DIV IL-CIRCUIT-COOK COUNTY	CHICAGO,ILLINOIS
112JGN	DOMESTIC	CHICAGO,ILLINOIS
113CNW	IL-CIRCUIT-COOK CNTY JUVENILE	CHICAGO,ILLINOIS
113R75	IL - CIRCUIT COOK COUNTY 3RD DISTRICT	ROLLING MEADOWS,ILLINOIS
113R87	COOK COUNTY CIRCUIT CT CHIEF JUDGE	CHICAGO,ILLINOIS
113R88	IL - CIRCUIT COOK COUNTY 2ND DISTRICT	SKOKIE,ILLINOIS
113R94	IL - CIRCUIT COOK COUNTY 4TH DISTRICT	MAYWOOD,ILLINOIS
113S05	IL - CIRCUIT COOK COUNTY 5TH DISTRICT	BRIDGEVIEW,ILLINOIS
113S30	IL - CIRCUIT COOK COUNTY 6TH DISTRICT	MARKHAM,ILLINOIS
113S33	IL - CIRCUIT COOK COUNTY TRAFFIC	CHICAGO,ILLINOIS
113S38	IL-CIRCUIT-COOK COUNTY COUNTY DIV	CHICAGO,ILLINOIS
113S47	IL - CIRCUIT COOK COUNTY CRIMINAL	CHICAGO,ILLINOIS

113S78	IL - CIRCUIT COOK COUNTY MICHIGAN AVE	CHICAGO,ILLINOIS
11575F	IL CIRCUIT COOK COUNTY 1ST MUN COOK COUNTY OFFICE OF CHIEF JUDGE	CHICAGO,ILLINOIS
116TDD	FORENSIC CLINICAL SERVICES	CHICAGO,ILLINOIS
126JB4	COOK COUNTY PUBLIC DEFENDER- LEGAL	CHICAGO,ILLINOIS
100EMH	COOK COUNTY PUBLIC DEFENDER- BRIDGEVIEW	BRIDGEVIEW,ILLINOIS
101DZ4	COOK COUNTY PUBLIC DEFENDER	MARKHAM,ILLINOIS
101QFQ	COOK COUNTY PUBLIC DEFENDER- CRIMINAL DIV	CHICAGO,ILLINOIS
101VZJ	COOK COUNTY PUBLIC DEFENDER- JUVENILE DIV	CHICAGO,ILLINOIS
102TPH	COOK CO PUBLIC DEFENDER	CHICAGO,ILLINOIS
10681N	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
1076DV	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
1076DX	COOK COUNTY PUBLIC DEFENDER	MAYWOOD,ILLINOIS
1076DZ	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
1076FD	COOK COUNTY PUBLIC DEFENDER	ROLLING MEADOWS,ILLINOIS
1076FH	COOK COUNTY PUBLIC DEFENDER- MARKHAM	MARKHAM,ILLINOIS
1077JM	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
107T8K	COOK COUNTY PUBLIC DEFENDER- SKOKIE	SKOKIE,ILLINOIS
107TTZ	COOK COUNTY PUBLIC DEFENDER- TRAFFIC DIV	CHICAGO,ILLINOIS
1125CM	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
113R63	COOK COUNTY PUB DEFENDER ROLLING MEADOWS	ROLLING MEADOWS,ILLINOIS
113R64	COOK COUNTY PUBLIC DEFENDER- LEGAL	CHICAGO,ILLINOIS
113R74	COOK COUNTY PUB DEFENDER MARKHAM	MARKHAM,ILLINOIS
113R79	COOK COUNTY PUB DEFENDER PATERNITY	CHICAGO,ILLINOIS
113S55	COOK COUNTY PUBLIC DEFENDER- SKOKIE	SKOKIE,ILLINOIS
113S58	COOK COUNTY PUBLIC DEFENDER	BRIDGEVIEW,ILLINOIS
113S61	COOK COUNTY PUBLIC DEFENDER- TRAFFIC DIV	CHICAGO,ILLINOIS
113S72	COOK COUNTY PUBLIC DEFENDER- MARKHAM	MARKHAM,ILLINOIS
113S74	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
113S75	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
113S82	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
113S85	COOK COUNTY PUBLIC DEFENDER DOMESTIC	CHICAGO,ILLINOIS
113S86	COOK COUNTY PUBLIC DEFENDER- MAYWOOD	MAYWOOD,ILLINOIS
113S87	COOK COUNTY PUBLIC DEFENDER POST	CHICAGO,ILLINOIS

116TDB	COOK COUNTY PUBLIC DEFENDER	CHICAGO,ILLINOIS
	COOK COUNTY PUBLIC DEFENDER	
124DBD	INVESTIGATOR	CHICAGO,ILLINOIS
1012Z8	COOK COUNTY PUBLIC GUARDIAN	CHICAGO,ILLINOIS
1111KH	COOK COUNTY PUBLIC GUARDIAN	CHICAGO,ILLINOIS
113CNP	COOK COUNTY PUBLIC GUARDIAN	CHICAGO,ILLINOIS
116TCT	COOK COUNTY PUBLIC GUARDIAN	CHICAGO,ILLINOIS
102TPJ	COOK COUNTY ASSESSORS OFFICE	CHICAGO,ILLINOIS
1101B7	COOK COUNTY ASSESSORS OFFICE	CHICAGO,ILLINOIS
	COOK COUNTY DEPT OF ENVIRON	
10318J	CONTROL	CHICAGO,ILLINOIS
	COOK COUNTY DEPT OF ENVIRON	
111SDD	CONTROL	CHICAGO,ILLINOIS
103HDB	COOK COUNTY BOARD	CHICAGO,ILLINOIS
1106J6	COOK COUNTY BOARD	CHICAGO,ILLINOIS
103KRP	COOK COUNTY LAW LIBRARY	CHICAGO,ILLINOIS
113S80	COOK COUNTY LAW LIBRARY	CHICAGO,ILLINOIS
	COOK COUNTY SHERIFF'S POLICE	
104W6S	DEPT	MAYWOOD,ILLINOIS
	COOK COUNTY SHERIFF'S POLICE	
108MS4	DEPT	MAYWOOD,ILLINOIS
	COOK COUNTY SHERIFF POLICE	
124DBN	INVESTIGATORS	MAYWOOD,ILLINOIS
	COOK COUNTY JUDICIAL ADVISORY	
10570Q	COUNCIL	CHICAGO,ILLINOIS
	COOK COUNTY JUDICIAL ADVISORY	
11263W	COUNCIL	CHICAGO,ILLINOIS
105S37	COOK COUNTY CLERKS OFFICE	CHICAGO,ILLINOIS
111SCG	COOK COUNTY CLERKS OFFICE	CHICAGO,ILLINOIS
	COOK COUNTY SHERIFFS LEGAL	
107046	OFFICE	CHICAGO,ILLINOIS
	COOK COUNTY SHERIFFS LEGAL	
113S84	OFFICE	CHICAGO,ILLINOIS
	COOK CTY CIRCUIT COURT CLERK'S	
1074WS	OFFICE	CHICAGO,ILLINOIS
	COOK COUNTY CIRCUIT CT CLERKS	
113CNT	OFFICE	CHICAGO,ILLINOIS
107C54	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
	COOK COUNTY STATES ATTY	
1047XT	NARCOTICS BUREAU	CHICAGO,ILLINOIS
	COOK COUNTY STATES ATTY-CRIM	
1047XX	PROS/FELONY	CHICAGO,ILLINOIS
	COOK COUNTY STATES A-SPECIAL	
1047XZ	PROSECUTION	CHICAGO,ILLINOIS
	COOK COUNTY STATES ATTY-	
1047ZG	DISTRICT 6	CHICAGO,ILLINOIS
	COOK COUNTY STATES ATTY-	
1047ZH	DISTRICT 3	CHICAGO,ILLINOIS
	COOK COUNTY STATES A-DISTRICT	
1047ZK	2(SKOKIE)	CHICAGO,ILLINOIS
	COOK COUNTY STATES ATTY-	
1047ZM	TRAFFIC DIVISION	CHICAGO,ILLINOIS

1047ZP	COOK COUNTY ST ATTY-FIRST MUNICIPAL DIV	CHICAGO,ILLINOIS
1047ZQ	COOK COUNTY STATES ATTY- JUVENILE DIV	CHICAGO,ILLINOIS
1048CD	COOK COUNTY STATE ATTY- CRIMINAL APPEALS	CHICAGO,ILLINOIS
1048CF	COOK COUNTY STATES ATTY- PUBLIC INTEREST	CHICAGO,ILLINOIS
1048CG	COOK COUNTY STATE ATTY-CIVIL ACTIONS	CHICAGO,ILLINOIS
10530P	COOK COUNTY STATES ATTY-LAW LIBRARY	CHICAGO,ILLINOIS
1076FF	COOK CTY STATES ATTORNEY INVESTIGATIONS	CHICAGO,ILLINOIS
107B35	COOK COUNTY STATES ATTY-	CHICAGO,ILLINOIS
107C25	COOK CO STATES ATTY - INTERGOVERNMENTAL	CHICAGO,ILLINOIS
107C30	COOK CO STATES ATTY - PRESS UNIT ASSIST.	CHICAGO,ILLINOIS
107C40	COOK CO STATES ATTY - MIS UNIT	CHICAGO,ILLINOIS
107C48	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107C55	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
107C56	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
107C57	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
107S88	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107S93	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107S98	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107S99	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T00	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T02	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T03	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T04	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T05	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T07	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107T08	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2C	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2F	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2P	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2Q	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
107Z2V	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2W	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z2X	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
107Z2Z	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z3C	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z6G	COOK CTY STATES ATTORNEY	CHICAGO,ILLINOIS
107Z6H	COOK CTY STATES ATTORNEY	CHICAGO,ILLINOIS
111BX8	COOK COUNTY STATES ATTY-LAW LIBRARY	CHICAGO,ILLINOIS
111BZ0	COOK CO STATES ATTY - INTERGOVERNMENTAL	CHICAGO,ILLINOIS
111BZ2	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111BZ4	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS

111BZ5	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111BZ6	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111BZ8	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111BZ9	COOK COUNTY STATES ATTY-CRIM PROS/FELONY	CHICAGO,ILLINOIS
111CB1	COOK COUNTY STATES A-SPECIAL PROSECUTION	CHICAGO,ILLINOIS
111CB2	COOK COUNTY STATES ATTY- DISTRICT 6	CHICAGO,ILLINOIS
111CB4	COOK COUNTY STATES ATTY- DISTRICT 3	CHICAGO,ILLINOIS
111CB5	COOK COUNTY STATES A-DISTRICT 2(SKOKIE)	CHICAGO,ILLINOIS
111CB7	COOK COUNTY STATES ATTY- TRAFFIC DIVISION	CHICAGO,ILLINOIS
111CB8	COOK COUNTY ST ATTY-FIRST MUNICIPAL DIV	CHICAGO,ILLINOIS
111CC0	COOK COUNTY STATES ATTY- JUVENILE DIV	CHICAGO,ILLINOIS
111CC1	COOK COUNTY STATE ATTY- CRIMINAL APPEALS	CHICAGO,ILLINOIS
111CC3	COOK COUNTY STATES ATTY- PUBLIC INTEREST	CHICAGO,ILLINOIS
111CC4	COOK COUNTY STATE ATTY-CIVIL ACTIONS	CHICAGO,ILLINOIS
111CC5	COOK CO STATES ATTY - PRESS UNIT ASSIST.	CHICAGO,ILLINOIS
111CC6	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
111CC7	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
111CC8	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
111CD2	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111CD3	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
111CD4	COOK COUNTY STATES ATTY-	CHICAGO,ILLINOIS
111CD5	COOK COUNTY STATES ATTORNEY	CHICAGO,ILLINOIS
111CD6	COOK CTY STATES ATTORNEY	CHICAGO,ILLINOIS
111CD7	COOK CTY STATES ATTORNEY	CHICAGO,ILLINOIS
111CD8	COOK CTY STATES ATTORNEY INVESTIGATIONS	CHICAGO,ILLINOIS
111CF0	COOK COUNTY STATES ATTY-CRIM PROS/FELONY	CHICAGO,ILLINOIS
113R95	COOK COUNTY STATES ATTY - MIS UNIT	CHICAGO,ILLINOIS
113S06	COOK COUNTY STATES ATTY ADMINISTRATION	CHICAGO,ILLINOIS
113S10	COOK COUNTY STATES ATTY- FOREFEITURE UNIT	CHICAGO,ILLINOIS
113S11	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
113S35	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
113S42	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
113S45	COOK COUNTY STATES ATTY	CHICAGO,ILLINOIS
113S83	COOK COUNTY STATES ATTY-AUTO THEFT	CHICAGO,ILLINOIS

115VQZ	COOK COUNTY	CHICAGO, ILLINOIS
116TCX	COOK COUNTY STATES ATTORNEY	CHICAGO, ILLINOIS
12371C	COOK COUNTY STATES ATTY INVESTIGATORS	CHICAGO, ILLINOIS
110N4G	COOK COUNTY HIDTA- INVESTIGATIVE SUPPORT	CHICAGO, ILLINOIS
110N4J	COOK COUNTY HIDTA- INVESTIGATIVE SUPPORT	CHICAGO, ILLINOIS
117D4M	COOK COUNTY HIDTA- INVESTIGATIVE SUPPORT	CHICAGO, ILLINOIS
110QSD	COOK COUNTY COMMISSION ON HUMAN RIGHTS	CHICAGO, ILLINOIS
110QSF	COOK COUNTY COMMISSION ON HUMAN RIGHTS	CHICAGO, ILLINOIS
110XS9	BUREAU OF HEALTH SERVICES	CHICAGO, ILLINOIS
113T06	BUREAU OF HEALTH SERVICES	CHICAGO, ILLINOIS
112RB0	COOK COUNTY TREASURER'S OFFICE	CHICAGO, ILLINOIS
109TD6	COOK COUNTY TREASURER'S OFFICE	CHICAGO, ILLINOIS
1137M7	COOK COUNTY BUREAU OF IT	CHICAGO, ILLINOIS
1137N1	COOK COUNTY BUREAU OF IT	CHICAGO, ILLINOIS
113S81	COOK COUNTY VICTIM WITNESS UNIT	CHICAGO, ILLINOIS
113S88	COOK COUNTY FINANCE UNIT	CHICAGO, ILLINOIS
113S90	COOK COUNTY EXECUTIVE STAFF ASSOC	CHICAGO, ILLINOIS
113S94	COOK COUNTY 26TH OFFICE MANAGER	CHICAGO, ILLINOIS
113S99	COOK COUNTY COMMUNITY PROSECUTIONS UNIT	CHICAGO, ILLINOIS
113T01	COOK COUNTY PERSONNEL UNIT	CHICAGO, ILLINOIS
113T03	COOK COUNTY JUVENILE OFFICE MANAGER	CHICAGO, ILLINOIS
116TDF	COOK COUNTY ADULT PROBATION	CHICAGO, ILLINOIS
1173CQ	COOK COUNTY OFFICE OF THE PRESIDENT	CHICAGO, ILLINOIS
1173CZ	COOK COUNTY OFFICE OF THE PRESIDENT	CHICAGO, ILLINOIS
1173DB	COOK COUNTY OFFICE OF THE COMMISSIONER	CHICAGO, ILLINOIS
1173DD	COOK COUNTY OFFICE OF THE COMMISSIONER	CHICAGO, ILLINOIS
117M28	COOK COUNTY RECORDER OF DEEDS	CHICAGO, ILLINOIS
117M29	COOK COUNTY RECORDER OF DEEDS	CHICAGO, ILLINOIS
119MRP	COOK COUNTY SHERIFFS OFFICE	CHICAGO, ILLINOIS
1326CJ	IL-CIRCUIT COOK COUNTY PLANNING/DEVELOPM	CHICAGO, ILLINOIS
1326CK	IL-CIRCUIT COOK COUNTY FOREST PRESERVE	CHICAGO, ILLINOIS

-----END OF RIDER NO. 1-----