

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Attorney's Office

AGENDA DATE: June 26, 2012

CONTACT PERSON/PHONE: Sylvia B. Firth, City Attorney, 541-4550
Bruce D. Collins, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: ALL

SUBJECT:

APPROVE a resolution that City Manager be authorized to sign a renewal subscription agreement, an order form, and all related materials by and between the CITY OF EL PASO and WEST, for the provision of legal research products, including both Internet and print resources. The renewal subscription agreement shall be for a period of three (3) years, and shall include updates and continuing services for all Internet and print materials.

The estimated total award for the three (3) year period is \$191,093.10.

BACKGROUND / DISCUSSION:

This is a three (3) year agreement with West for Internet and print research materials for the City Attorney's Office. During the first year, the Internet portion of the proposed new agreement binds the City to a monthly amount of \$2,852.85 for access to various databases. The agreement also includes a fifty (50%) percent discount for certain books and updates. It is estimated that the annual amount for the first year of this Agreement will be \$61,957.66. There will be additional five (5%) percent increases in the second and third year of this agreement for the Internet portion of the proposed agreement.

Annual Estimated Amount for Internet and print research material portion of the proposed agreement:

<u>Internet:</u>	<u>Print Research Materials:</u>	<u>Total:</u>
YR 1: \$ 34,234.20	YR 1: \$27,723.46	YR 1: \$ 61,957.66
YR 2: \$ 35,945.88	YR 2: \$ 27,723.46	YR 2: \$ 63,669.34
YR 3: \$ 37,742.64	YR 3: \$27,723.46	YR 3: \$ 65,466.10
3 year total: \$ 107,922.72	3 year total: \$83,170.38	3 year total: \$191,093.10

PRIOR COUNCIL ACTION:

Yes. October 11, 2005, June 13, 2006 and June 23, 2009

AMOUNT AND SOURCE OF FUNDING:

No budget transfer required.

Funding: 04102011 27504 508039 04000 P540010LEG

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: Amber Cullen 6/19/12
Name Deputy City Attorney Signature Date

COUNCIL PROJECT FORM

*****POSTING LANGUAGE BELOW*****

Please place the following item on the CONSENT agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of JUNE 26, 2012.

That City Manager be authorized to sign a renewal subscription agreement, an order form, and all related materials by and between the **CITY OF EL PASO** and **WEST** for the provision of legal research products, including both Internet and print resources. The renewal subscription agreement shall be for a period of three (3) years, and shall include updates and continuing services for all Internet and print materials.

Department:	City Attorney
Award to:	West Publishing Corporation Eagan, MN 55123
Annual Estimated Amount:	YR 1: \$61,957.66 YR 2: \$63,669.34 YR 3: \$65,466.10
Total Estimated Award:	\$191,093.10 (3 years)
Account No.:	04102011 – 508039 – 27504 – P540010LEG
Funding Source:	City Attorney – Library Books – Capital Outlay
District(s):	All
Sole Source No.:	2012-265

This is a sole source, requirements contract.

*****ADDITIONAL INFO BELOW*****



**FINANCIAL SERVICES
PURCHASING DIVISION**

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

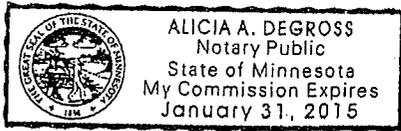
Before me, the undersigned official, on this day, personally appeared Lisa Stokes, Manager Customer Contracts, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Lisa Stokes. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: West Publishing Corporation.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
West is the sole publisher of the following West subscriptions: West's Immigration Proc Hndbk, West's Immigration Legis Hndbk, Rothstein Occup Safety & Health, West's Immigration Business News & Comments, McCormick Medicare & Medicaid, West's Supreme Court Digest, West's USCA, West's TX CR S/F/L/LK V1A and West's USCA RIA.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function, to continue to update West published subscriptions.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Lisa Stokes
Signature

SUBSCRIBED AND SWORN to before me on this 23rd day of April, 2012.

Alicia A. DeGross
NOTARY PUBLIC
Alicia A. DeGross
PRINTED NAME
January 31, 2015
MY COMMISSION EXPIRES



COMPANY NAME: West Publishing Corporation

ADDRESS, CITY, STATE & ZIP CODE: 610 Opperman Drive, Eagan, MN 55123

PHONE: 1-800-328-2781 FAX NUMBER: _____

CONTACT NAME AND TITLE: West State Customer Service

WEB ADDRESS: west.thomson.com EMAIL: State Support@thomson.com

FEDERAL TAX ID NUMBER: 41-1426973 TEXAS SALES TAX NUMBER: _____



THOMSON REUTERS

Cory Thompson
Government Sales Consultant
West, a Thomson Reuters Co.
610 Opperman Drive
Eagan, MN, 55123
Phone: 800-328-9352 ext. 42357
Cory.thompson@thomsonreuters.com

April 25, 2012

City of El Paso
El Paso, TX 79901

RE: Sole Source Designation

Dear City of El Paso:

West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 135 years. We are pleased to have the opportunity to provide you with information concerning Westlaw, our online legal, news, and business information research service containing more than 32,600 databases.

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

Exclusive Content

- **National Reporter System.** Since 1879, West's National Reporter System has compiled and organized federal and state case law into a cohesive body of law that can be researched within and across jurisdictions. West's National Reporter System is available exclusively on Westlaw.
- **West Key Number System.** The West Key Number System, a Westlaw exclusive, is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts and principals in any jurisdiction in the U.S.
- **Editorial Enhancements.** For more than 100 years, West attorney-editors have been providing editorial enhancements to case law, statutes, and other legal materials. No other research service can match West's editorial experience. West's exclusive enhancements include headnotes (more than 350,000 created annually), synopses (more than 60,000 created annually), and parallel citations (more than 500,000 added annually). West's headnotes are classified to West's exclusive Key Number System, which helps users find more relevant cases.
- **Correction and Verification Process.** West attorney-editors provide the most exhaustive verification and correction process in the legal publishing and information industry. West is the only legal information provider to engage in these quality control steps to ensure the accuracy and reliability of the data.
- **Restatements of the Law.** The Restatements of the Law are principles of black letter law distilled from case law. The restatement databases on Westlaw provide a section's black letter law, reporter's notes, commentary, illustrations, and annotations in one document. First Restatements of the Law, available exclusively on Westlaw, are provided for several areas of

law (e.g., contracts, torts). The first Restatements can help researchers trace the evolution of a law, or an area of law. They also aid in the interpretation of older cases that rely on first Restatement sections.

- **Uniform Laws Annotated.** The Uniform Laws Annotated (ULA), available exclusively on Westlaw, provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, as well as pinpoints state variations. It also includes annotations to cases decided in adopting jurisdictions.
- **National Digest System.** West's Key Number Digests have been an essential case-finding tool since the United States Digest was first published in 1848. A digest is a multi-volume index to the law consisting of major topic headings, thousands of subheadings, and short summaries of legal propositions stated in published court cases. These summaries are commonly referred to as headnotes.
- **American Jurisprudence Library.** The American Jurisprudence Library products provide fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law. Westlaw provides exclusive online access to the full library, which includes American Jurisprudence 2d, Am Jur Proof of Facts, Am Jur Trials, and AmJur Pleadings and Practice Forms Annotated.
- **Corpus Juris Secundum (CJS).** CJS, available exclusively on Westlaw, helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West key Numbers, Restatements of the Law, and more. CJS covers the full breadth and depth of the law and is cited to tens of thousands times by the courts. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.
- **Public Utilities Reports (PUR).** Westlaw has exclusive online access to *Public Utilities Reports, Fourth Series*, the only case law reporter devoted to state-level regulation of public utilities.
- **Briefs on Westlaw.** Westlaw provides access to an extensive and exclusive collection of appellate briefs databases at both the federal and state levels. As of July 2009, Westlaw contains more than 1.9 million separate documents and the number of briefs is growing monthly. Many of the briefs databases, such as U.S. Supreme Court Petitions for Certiorari, are added to Westlaw shortly after being filed with the court.
- **West Reporter Images.** West Reporter Images (WRI) provides cost effective, easy access to an exact electronic copy of a National Reporter System case through westlaw.com. Because WRI is tied directly to the West published National Reporter System cases, no other online providers can provide a comparable product.

Exclusive Features and Services

- **KeyCite Citator Service.** KeyCite is a full-service citator that helps users determine whether a case is good law by tracing the history of a case, statute, or federal administrative decision. KeyCite also retrieves all citing references, which include cases, statutes, administrative materials, and secondary sources. The following are among the many exclusive citator features and services available on Westlaw:
 - **West Key Number System Integration.** KeyCite is completely integrated with West's exclusive topic and key number system, the most accurate tool devised for finding on-point law.
 - **More Citing References.** KeyCite provides more citing references, including references to more than 1,200 law reviews, thousands of ALR annotations and Am Jur 2d articles, USCA,

Code of Federal Regulations, statutes from all 50 states, select administrative decisions, state jurisprudence encyclopedias, and numerous treatises. In fact, KeyCite has more than two times as many citing references overall and averages more than two times as many citing references per document as the nearest competitor.

- **Headnote References.** KeyCite provides the full text of West headnotes, which helps users to quickly limit citing references to a relevant point of law. KeyCite contains 50% more headnote references than any other citator.
- **Analytical Sources.** With more than 3,100 analytical sources, KeyCite gives users more expert analyses than any other citator.
- **Pending Legislation.** KeyCite notifies users of pending legislation that may affect a federal or state statute (available for all 50 states).
- **Depth-of-Treatment Stars.** Depth of treatment stars help users zero in on the most useful citing cases and administrative decisions by indicating the extent to which the citing document discusses the cited case.
- **Graphical KeyCite.** With KeyCite, users can display the direct history of a case, which traces the case through the appellate process, in an easy-to-read graphical view. With this graphical view of direct history, every reversal, rehearing, reconsideration, denial of certiorari, or other action in a case is placed in context. As a result, the graphical view can save users valuable time when they are checking the procedural history of a case.
- **KeyCite Notes.** KeyCite Notes provides a list of sources, sorted by type of publication and the number of documents that cite the case and legal issue that a user is researching. KeyCite Notes leverages the power of KeyCite, Westlaw, analytical materials, and West headnotes to give users superior in-depth, accurate results, and is available exclusively on Westlaw.
- **KeyCite Locate.** KeyCite Locate helps users to home in on citing references that are the most relevant to their research. It allows users to search the full text of citing references in a KeyCite result and limit the KeyCite result to only those documents that contain the specific terms they request. KeyCite Locate also allows users to request that search terms appear within the same paragraph as the cited reference, which results in even more precise research.
- **StatutesPlus.** Westlaw StatutesPlus combines book-like indexing, browsing, and viewing with links to everything discussing a given statute. Users can find, verify, read, and interpret statutes with amazing efficiency. This powerful statutes-research feature is a Westlaw exclusive.
- **ResultsPlus.** ResultsPlus, a feature available exclusively on Westlaw, automatically displays related ALR articles, AmJur annotations and articles, and Key Numbers alongside case law search result. ResultsPlus creates a total research solution by linking users to all the other on point resources needed to complete their research—analysis, cases, statutes, law reviews and more.
- **Smart Tools.** Smart Tools on Westlaw make it easier for researchers to find on-point results and help ensure that users don't miss information. When a researcher runs a search, Smart Tools can help improve search results by suggesting alternative spellings and synonyms, suggesting a broader database search when a search result contains five or fewer documents, and detecting a variety of mistakes in a query. Smart Tools also recognizes legal terms of art and can suggest related legal terms that a researcher may want to add to a query; this feature is available exclusively on Westlaw.
- **Customizable Westlaw.** Users can customize their westlaw.com tabs to enhance their Westlaw experience. With this Westlaw exclusive, users can build and rearrange the content

on select Westlaw tabs so that the tabs are more intuitive to them and designed to fit their workflow. Customizable Westlaw helps users to quickly access the information they need to get better results faster.

- **System Availability.** West's expertly trained staff helps ensure that uninterrupted Westlaw and westlaw.com service is provided 24 hours a day, 7 days a week, 365 days a year. In contrast, other computer-assisted legal research providers shut down their systems regularly (e.g., nightly, weekly) for maintenance and updating.
- **PastStat Locator.** With PastStat Locator, a Westlaw exclusive, users can view prior versions of sections in USCA, as well as prior versions of various states. In all jurisdictions, PastStat Locator can also rebuild the Table of Contents and show how it existed on a particular date. PastStat Locator can also identify when a statute or amendment has a future activation date, or when a statute or amendment is due to lapse. Additionally, PastStat Locator also tracks renumbered statute sections.
- **Graphical Statutes.** Graphical Statutes, available exclusively on Westlaw, revolutionizes statute research by charting legislative changes and linking related documents in an easy-to-read display. From a single screen, researchers can easily track changes in the law, locate relevant legislative history materials, read important case law, and check for possible amendments. Graphical Statutes is available for USCA and the statutes for select states.
- **RegulationsPlus.** RegulationsPlus, a Westlaw exclusive, provides a comprehensive and efficient federal regulatory research system that provides researchers with the tools to complete their regulations research more efficiently and with complete confidence. RegulationsPlus helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, KeyCite notification of changing and proposed regulations, version history, citing references and more.

Attached for your review is a more detailed document listing the exclusive databases, features and services that only West can provide to New Hampshire Purchasing. I would be happy to discuss with you which of these databases, features, and services are available to you. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Cory Thompson
Westlaw Government Consultant
Sales and Account Management
Phone: 651-244-2357
cory.thompson@thomsonreuters.com

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a renewal subscription agreement, an order form, and all related materials by and between the **CITY OF EL PASO** and **WEST** for the provision of legal research products, including both Internet and print resources. The renewal subscription agreement shall be for a period of three (3) years, and shall include updates and continuing services for all Internet and print materials.

ADOPTED this _____ day of June, 2012.

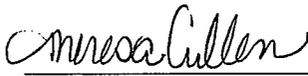
THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney



Order Notification

A Thomson Reuters business

Contact your representative cory.thompson@thomsonreuters.com with any questions. Thank you.

Order ID: **324801**

Subscriber Information

Account Address:

Account #: **1000031596**
EL PASO CITY ATTORNEY
Sylvia B. Firth
2 CIVIC CENTER PLZ 9TH FL
EL PASO, TX 79901
US
915-541-4550

Shipping Address:

Account #: **1000031596**
EL PASO CITY ATTORNEY
Sylvia B. Firth
2 CIVIC CENTER PLZ 9TH FL
EL PASO, TX 79901
US
915-541-4550

Billing Address:

Account #: **1000031596**
EL PASO CITY ATTORNEY
Sylvia B. Firth
2 CIVIC CENTER PLZ 9TH FL
EL PASO, TX 79901
US
915-541-4550

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1000031596**

Shipping Information:

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

Additional Information

Created By: **0018007**
Order Source: **27**
Revenue Channel: **30**
Order Date: **4/30/2012 10:21:11 AM**
P.O. Number:
Additional Data B: **25**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Josie	Aranda	ArandaJH@elpasotexas.gov		Order Confirmation Contact	28
Josie	Aranda	ArandaJH@elpasotexas.gov		Primary Password Contact	24

Internal Comments

- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=d6e4872a-0879-4e15-88eb-0a8eccd2d368>
- Worksheet: <https://ordermation.west.thomson.com/esigs/of.aspx?pordegroupid=f24ca9c4-16e3-4fbc-b729-63775dff7d54>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™) (Banded)	40988736

Modules to include in Custom PRO:

Material ID	Description
40982568	Primary Law with KeyCite®: All — Texas (WestlawNext™)
40981520	All Primary Law (WestlawNext™)
41134276	Drafting Assistant Litigation with Case Notebook Research Only

40982105	Law Reviews & Journals (WestlawNext™)
40981628	RegulationsPlus (WestlawNext™ PRO)
41024657	Related Documents (WestlawNext™)
40982176	Texas Practice Guide® (WestlawNext™)
40982220	Texas Practice Series (WestlawNext™)

Existing Subscriptions to include in WestPack:

Qty	Product	Material ID
1	FEDERAL PRACTICE AND PROCEDURE REVISED EDITION SUB	21060402
1	FEDERAL PROCEDURAL FORMS SUB	13505116
1	LOCAL GOVERNMENT LAW SUB	13515264
1	MATTHEWS MUNICIPAL ORDINANCES SUB	13515817
1	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB	13515833
1	MCQUILLIN MUNICIPAL LAW REPORT NEWSLETTER SUB	13515825
1	SUTHERLAND STATUTORY CONSTRUCTION SUB	13975524
1	TX JURISPRUDENCE 3D COMPLETE SUB	13510785
1	TX PRACTICE V11-14 METHODS OF PRACTICE SUB	21047392
1	TX PRACTICE V3-5 LAND TITLE AND TITLE EXAMINATION SUB	21079456
1	TX PRACTICE V7-8 CRIMINAL FORMS SUB	11309098
1	TX VERNONS ANNO STAT SUB	21044954
1	USCA SUB	21048097

Subscriber maintains existing subscription(s) to this WestPack title - do not ship

Monthly WestlawPRO Charges are billed on the date West processes Subscriber's order and continue for the minimum term of complete calendar months set forth below ("Minimum Term"). Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print subscription services charges ("WestPack Subscription Charges") shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges WestPack Subscription Charges are billed thereafter at up to then-current rates.

Minimum Term of **36 months** Monthly WestlawPRO Charges and **WestPack Print - 50% Discount** WestPack Print Products (new and existing) Monthly PRO Charges for the second 12 months not to increase by more than 5% over the Monthly WestlawPRO Charges for the initial 12 months and the Monthly WestlawPRO Charges for the third 12 months not to increase by more than 5% over the Monthly WestlawPRO Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

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

GOVERNMENT CUSTOMERS ONLY:

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

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

User	End Date	Position	Email
Almonte, Robert	<i>See attached revised list</i>		
Alvarez, Bea		ATTORNEY	
		NON-ATTORNEY/BUS PRO	
Aranda, Josie		PARALEGAL	ArandaJH@elpasotexas.gov
Ayeni, Doyin		PARALEGAL	arandajh@elpasotexas.gov
Batoon, John		ATTORNEY	batoonjr@elpasotexas.gov

Brown, Nathan	ATTORNEY	
Brown, Debbie	NON-ATTORNEY/BUS PRO	
Choi, Kristen	ATTORNEY	ArandaJH@elpasotexas.gov
Cortez, Sol M	ATTORNEY	ArandaJH@elpasotexas.gov
Cottrill, Jessica	ATTORNEY	
Cuellar, Lupe	ATTORNEY	
Cullen, Terri	ATTORNEY	ArandaJH@elpasotexas.gov
Firth, Sylvia	ATTORNEY	
Flores, Josette	NON-ATTORNEY/BUS PRO	
Foust, Marvin	ATTORNEY	
Gad, Christopher	ATTORNEY	
Gordon, Laura	ATTORNEY	
Hengen, Elaine	ATTORNEY	hengenes@elpasotexas.gov
Krohn, Kenneth	ATTORNEY	ArandaJH@elpasotexas.gov
Lozada, Dorothy	NON-ATTORNEY/BUS PRO	
Martinez, Lupe	ATTORNEY	
Murphy, Kathryn	NON-ATTORNEY/BUS PRO	
NICHOLS, LESLEY	ATTORNEY	nicholeslj@elpasotexas.gov
Nieman, Karla	ATTORNEY	niemankm@elpasotexas.gov
Ontiveros, Bertha A	ATTORNEY	
Ortiz, Daniel	ATTORNEY	
Osborne, Cynthia	ATTORNEY	
Quindt, Tiffany	ATTORNEY	
Reyes, Lourdes	NON-ATTORNEY/BUS PRO	
Ruhmann, Elizabeth M	ATTORNEY	
Sandberg, Nancy	NON-ATTORNEY/BUS PRO	
Scott, Belinda	PARALEGAL	
Taylor, Marie	ATTORNEY	

See attached revised list

Order Subtotal:	N/A
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$2,852.85
** Billed Monthly Total:	\$2,852.85

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

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

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

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY

PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

see Addendum

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

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

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

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

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

Signature for Order ID: 324801

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

Signature of Authorized Representative for order	Title
Printed Name	Date

West, a Thomson Reuters business
Sam Consultant
6/14/2012

© 2012 West, a Thomson Reuters business. All rights reserved.
Approved as to Form:
Theresa Cullen
Theresa Cullen,
Deputy City Attorney

Subscriber Agreement for Westlaw® and CD-ROM Libraries



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

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

2. License.

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

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

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

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

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

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

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

4. West Software and Internet Based Services.

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

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

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

6. Usage Restrictions and Information Protection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Plan 2 WestlawPRO® for State and Local Government Entities — Government Service

Available only to employees of state, county, and city government entities with 40 or fewer affiliated attorneys (up to 100 attorneys for Government Select products) accessing Westlaw® for government or legal services/legal aid purposes. Government entities are defined as executive, judicial, and legislative agencies, correctional facilities (behind the desk staff access), government law libraries (behind the desk staff access), and legal services/legal aid entities. Not available to educational institutions for academic purposes. Westlaw access by inmates of correctional facilities or patrons of government law libraries is **STRICTLY PROHIBITED**.

Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 1 through 5 below set forth charges that apply to both westlaw.com and WestlawNext™ (next.westlaw.com). Not all Westlaw subscribers have access to WestlawNext.

1. WestlawPRO Obligations and Restrictions. Subscriber must submit to West a copy of its current letterhead or a certified list of all affiliated attorneys at the location identified on the Order Form and must promptly notify West of any changes in the number of affiliated attorneys. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber's personnel or persons not employed by Subscriber is **STRICTLY PROHIBITED**. In the event West learns that the number of attorneys employed by Subscriber exceeds the number certified by Subscriber or a Westlaw password has been used by a person other than the person to whom the password has been issued, West reserves the right to increase Subscriber's monthly WestlawPRO charges ("Monthly WestlawPRO Charges") to then-current rates for each attorney employed by Subscriber, change Subscriber to another price plan or, in the alternative, terminate the Westlaw password(s) used by a person other than the person to whom it is issued.

2. Monthly WestlawPRO Charges. Monthly WestlawPRO Charges for the products elected by Subscriber appear on the Order Form and include usage, communications, WestClip (non-continuous), offline transmission (as limited by the Subscriber Agreement), certain KeyCite® Alert (non-continuous), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Charges associated with the databases, Features and services that are not part of the WestlawPRO products elected by Subscriber will be billed in addition to the Monthly WestlawPRO Charges at the rates set forth below ("Excluded Charges"). West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of the Subscriber Agreement and the Order Form.

- 3. Training Charges**
Training and technical support charges are as set forth on the Order Form.
- 4. West Reporter Images**
West Reporter Images \$16.00 per image
No offline transmission charges apply.
- 5. Rise of American Law**
- | | | |
|-------------------------------|---------|-----------------|
| Rise of American Law – Time | \$33.33 | per minute |
| Rise of American Law – Search | 500.00 | per transaction |
| Rise of American Law – Finds | 300.00 | per transaction |
| Rise of American Law – Images | 300.00 | per image |

Plan 2 WestlawPRO Government for State and Local Government Agencies. Paragraphs 6 through 16 set forth the charges that apply to westlaw.com.

Upon accessing westlaw.com, a user may elect either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

6. Per Minute Charges	
A. Per Minute Usage Charges	Per Minute Rate
i. Combination Databases	\$ 1.05
ii. Highlights Databases	2.85
iii. Basic Databases	3.42
iv. Westlaw Standard Databases	6.25
v. Westlaw Standard Databases-Codes	7.50
vi. Deluxe Databases	7.68
vii. Specialty Databases	7.85
viii. Premium Databases	8.50
ix. Allfile Databases	10.80
x. Multi-Search Databases	11.20
xi. Super Allfile Databases	13.50
xii. Select Databases	15.50
xiii. Super Premium Databases	16.38
xiv. Super Select Databases	13.83
xv. ResultsPlus Standard Databases	7.81
xvi. ResultsPlus Premium Databases	10.63
xvii. ResultsPlus Allfiles Databases	13.50
xviii. ResultsPlus Super Allfiles Databases	16.88
xix. ResultsPlus Select Databases	19.38
xx. ResultsPlus Super Premium Databases	21.43
xxi. Westlaw Tax Time Class Databases	8.25-23.38

Usage charges begin when Subscriber's password is transmitted and end when the session ends.

B. Communications Charges. \$.22 per minute.
Communications charges begin when Subscriber's password is transmitted and end when the session ends - they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets™ and the SUBSCRIBER Database (when accessing Westlaw via transactional billing).

- 7. Transactional Charges**
- A.**
- i. Search Charges**
Each search query will incur a search charge. Search charges range from \$0 to \$230 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.
- | | |
|--|--------------|
| Search charges for multiple database searches are discounted as follows: | |
| 1 database | No discount |
| 2-3 databases | 10% discount |
| 4-10 databases | 20% |
| 11+ databases | N/A |
- ii. Westlaw Legal Calendaring** \$20.00 per transaction

13. Dockets Charges

The following charges apply in lieu of per minute and transactional charges:

Search	\$7 – 14	per transaction
View document	5	per document
Update document	2 – 8	per document
Dockets Alert *	5	per transaction
Multi-Base Searches	20 – 145	per transaction
Docket Tracking *	2 – 10	per transaction
Case Calendaring		
Information Update	2	per transaction
Tracking Service	1	per transaction
Integration Service	1	per transaction
Document retrieval services		At then-current rates

* Limit of 99 alerts/tracks per password

14. PDF Charges

Attorney Medical Advantage	\$225.00	per image
Blaussen Medical Illustration		
Standard Collection	250.00	per image
Premier Collection	275.00	per image
Experian Reports	8.00-44.95	per report
Briefs/Trial Docs/State Surveys	65.00	per image
DE Chancery Docket	65.00	per image
Deed Image	25.00	per image
Dockets PDF	4.00	per image
Expert Witness/Courtroom Transcripts	65.00	per image
Legal Due Diligence Reports	200.00	per image
Investext	9.95	per page
Real Property Parcel Maps	15.00	per image
Patent Image	3.00	per image
ResultsPlus Investext	14.95	per 1 st page
(Each additional page)	9.95	per page

No offline transmission charges apply.

15. West Batch Processing

Charges of \$.05 - \$2.00 per row shall apply in lieu of per minute or transactional charges. Any users of West Batch Processing must be credentialed prior to accessing.

16. Westlaw Doc & Form Builder

Westlaw Doc & Form Builder	\$10.00-\$95.00	per document
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Plan 2 WestlawPRO for State and Local Government Agencies. Paragraphs 17 through 22 below set forth charges that apply to WestlawNext. Not all content and Features are accessible via WestlawNext.

Upon accessing next.westlaw.com, a user may elect either per minute or transactional billing in Preferences. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER link in the Tools tab lists the per minute, transactional and offline transmission charges for a multiple content categories.

17. Per Minute Charges

- A. Home, Content and Topical Pages \$4.00 per minute
- B. Viewing a Search Result List \$8.00 per minute
- C. Per Minute Charges for Viewing Full Text Documents
Range from \$9.34 per minute to \$45.34 per minute.
- D. Communications Charges \$.22 per minute

Communications charges apply to sessions when per minute billing is selected. They begin when a password is transmitted and end when the session ends - they apply to the entire WestlawNext session.

18. Transactional Charges

- A. Search Charges \$48 per search
Each search query will incur a search charge.
- B. Document Display Charges
Range from \$9 to \$104 per document
Each document display will incur a transactional charge. No offline transmission charges apply.

C. Online Citation Checking Charges

KeyCite	\$9.00 per citation
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D. Docket Charges

The following charges apply in lieu of per minute and transactional charges*:

Document Display	\$9.00	per document
Docket PDF	\$4.00	per image
Document Update	\$2.00-\$8.00	per document
DE Court of Chancery PDF	\$69.00	per image
View Document from Alert	\$5.00	per document

* See Pricing Guide for additional details.

19. Foldering

Documents in folders may be accessed at no charge for 12 months after the initial chargeable view. In transactional billing sessions, the initial chargeable view occurs the first time a document is viewed inside or outside of a folder. For hourly billing sessions, the initial chargeable view occurs the first time a document is viewed within a folder. This initial chargeable view will be charged at the applicable transactional document display charge. Documents viewed in a folder after 12 months will incur the then current WestlawNext transactional document display charge. Hourly billing (including Communications Charges) is suspended while browsing folders.

20. WestlawNext Access Charges

Search	\$10	per search
Document Display	\$5	per document display
KeyCite	\$2	per citation

WestlawNext Access Charges will be billed in addition to WestlawNext charges, for those Subscribers that access WestlawNext and have not purchased a WestlawNext subscription, These charges will be billed on a transactional basis for hourly and transactional sessions.

21. Offline Transmission Charges

A user may elect either per line or per document offline transmission billing in Preferences. Such election will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and e-mailing via WestlawNext functionality for hourly billing sessions, unless otherwise indicated.

Per line charges range from \$0.04 to \$0.08

Per document charges range from \$10.00 to \$25.00

22. PDF Charges

Briefs	69.00	per image
Trial Docs/State Surveys	69.00	per image
Expert Witness/Courtroom Transcripts	69.00	per Image

No offline transmission charges apply.

*See Attached Addendum

User Revised List:

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ADDENDUM TO THE WESTLAW CONTRACT

1. This addendum is an addendum to the 2012 Westlaw Subscriber Agreement and West Order Form (collectively, "Contract"), between the City of El Paso (Subscriber) and West, a Thomson Reuters business (West); El Paso City Attorney Account #: 1000031596.
2. The provisions of this addendum supersede in all respects any conflicting provisions contained in the Contract. To the extent any conflict exists between the Contract and this addendum, the provisions of this addendum shall govern.
3. The Subscriber Agreement of the Contract is modified as follows:

(a) The final sentence in Section 5 (Charges and Modification of Charges) is deleted and replaced with the following sentence:

"If full payment is not made, Subscriber may be charged interest on the unpaid balance in an amount up to the rate computed pursuant to the provisions of Texas Government Code Section 2251.025 (Payment of Goods and Services) which governs the Subscriber."

(b) The text of Section 12 (Term and Termination) is deleted in its entirety and replaced with the following language, with the intention that the parties accept the same provisions regarding term and termination that governed the parties' June 2009 contract:

"This Agreement and each Order Form will become effective upon approval and acceptance by West in St. Paul, Minnesota and will continue in effect until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, this Agreement and each Order Form may not be terminated prior to one year after the first day of the month following the date West processes this Agreement and the Order Form and any subsequent Order Form(s), unless otherwise agreed in the Order Form. West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available. Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's Library subscriptions immediately upon giving written notice of termination to West if West commits a material breach hereof. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate."

(c) The first two sentences of Section 15 (General Provisions) are revised to delete "Minnesota" and to replace that term with "Texas" as the governing state law and venue.

4. The Order Form of the Contract is modified as follows:

(a) The first sentence on the third page of the Order Form beginning with “*Sales tax...” is deleted in its entirety and replaced with the following language:

"Notwithstanding the terms herein, West acknowledges that the Subscriber is a tax-exempt entity and not subject to the payment of taxes and, if requested, Subscriber shall provide a copy of its tax-exempt certificate to West."

(b) The first two sentences of the "General Provisions" section are revised to delete "Minnesota" and to replace that term with "Texas" as the governing state law and venue.

(c) The sixth sentence of the General Provisions section is deleted and replaced with the following language:

"Interest charged may be adjusted to the then-highest rate computed pursuant to the provisions of Texas Government Code Section 2251.025 (Payment of Goods and Services) which governs the Subscriber."

By signing this addendum, the parties will be accepting the conditions stated herein as part of the 2012 Contract.

WEST

By: 
Signature


(Printed name/Title)

THE CITY OF EL PASO (SUBSCRIBER):

By: _____
Joyce A. Wilson, City Manager

APPROVED AS TO FORM:


Theresa Cullen
Deputy City Attorney