



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-01240

September 10, 2019

Consent Item 29

Title: Supplemental Agreement: Thomson Reuters – Westlaw ProFlex Research

Location: Citywide

Recommendation: Pass a Motion ratifying the execution of Contract No. 2018-0444 with Thomson Reuters and authorizing the City Manager or City Manager’s designee to execute supplemental agreement 2018-0444-1, effective July 25, 2019, for access to a legal research program (Westlaw Proflex), in an amount not-to-exceed \$151,320 for the total three-year term, provided that sufficient funding is available in the budget adopted for each applicable fiscal year.

Contact: Angela Kolak, Law Office Administrator, (916) 808-5346, Office of the City Attorney

Presenter: None

Attachments:

1-Description/Analysis

2-Contract No. 2018-0444

3-Supplemental Agreement-No. 2018-0444-01

Description/Analysis

Issue Detail: The City Attorney entered into a contract with Thomson Reuters in FY19 for access to a legal research program (Westlaw ProFlex). The agreement was originally processed with the City Clerk for \$48,000 (the first year cost), which would not have required approval by Council, and approval was not sought for the total cost of services for the full term of the contract. The total commitment over the course of the three-year agreement is \$151,320. The City Attorney is seeking approval for the entire amount of the three-year agreement.

Policy Considerations: The recommendations contained in this report are consistent with Sacramento City Code section 3.56.090 which requires City Council approval for agreements where the expenditure equals or is greater than \$100,000.

Economic Impacts: None.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). The activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment and is not subject to CEQA. (CEQA Guidelines section 15378(b)(5).)

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On March 23, 2018, a three-year price agreement for legal research services was signed with Thomson Reuters. While the total amount for one year was \$48,000, the contract allows for an additional two years of service which take the total contract amount over \$100,000.

Financial Considerations: Sufficient funds are available in the City Attorney's FY2019/20 operating budget (General Fund, Fund 1001) to fund the agreement through June 30, 2020. Contract amounts applicable in subsequent years are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Thomson Reuters is not an LBE vendor.



2018-0444

With: Thomson Reuters
Title: Westlaw Legal Research

THOMSON REUTERS	Order Form	Order ID: Q-00207971
Contact your representative mark.martin@thomsonreuters.com with any questions. Thank you.		

Account Address

Account #: 1005201743
SACRAMENTO CITY ATTORNEY
915 I ST STE 2000 FL 4
SACRAMENTO
CA, 95814-2619
US

Shipping Address

Account #: 1005201743
SACRAMENTO CITY ATTORNEY
915 I ST STE 2000 FL 4
SACRAMENTO
CA, 95814-2619
US

Billing Address

Account #: 1005201743
SACRAMENTO CITY ATTORNEY
915 I ST STE 2000 FL 4
SACRAMENTO
CA, 95814-2619
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$4,000.00	36	5%

ProFlex Bridge			
Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post-Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

For Window Products:Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 0% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. The Monthly Window will remain unchanged. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. In addition to the Monthly Charges,

you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-1-pro-small-law.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-1-pro-medium-large-law.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>

The General Terms and Conditions for Federal Subscribers are located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- Westlaw Doc & Form Builder
- West km Software
- West LegalEdcenter
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Sandra G. Talbott
Signature of Authorized Representative for order

Assistant City Attorney
Title

Sandra G. Talbott
Printed Name

3/23/2018
Date

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This Order Form will expire and will not be accepted after 5/20/2018.

Attested on:

_____ (date)

Wendy Klock-Johnson
Wendy Klock-Johnson, Assistant City Clerk



THOMSON REUTERS

Attachment

Order ID: Q-00207971

Contact your representative jessica.greathouse@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00207971

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1005201743

Order Confirmation Contact (#28)

Contact Name: Angela Kolak

Email: akolak@cityofsacramento.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1005201743	SACRAMENTO CITY ATTORNEY	915 I ST STE 2000 FL 4 SACRAMENTO CA, 95814-2619	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
30	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
30	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
30	Attorneys	41933492	Gvt Know How For Government (Westlaw PRO™)
30	Attorneys	42077751	Gvt National Primary Core
30	Attorneys	42077755	Gvt Analytical Plus for Government

Online Contact Information			
User		Email Address	Contact Description
Angela	Kolak	akolak@cityofsacramento.org	EML PSWD CONTACT



REQUIRED

Subscriber Information
 Account Number (if applicable) 1005201743

Full Legal Name/Entity SACRAMENTO CITY ATTORNEY

Business Unit/Dept/Agency _____

The applicant's address below is (please check one): a Commercial Location a Residence (i.e. a home-based business)

Street Address 915 I ST STE 2000 FL 4

City SACRAMENTO Country (if not US) US

State CA Zip 95814-2619

Main Organization Telephone (916) 808-5346 Location/Contact/Ext Telephone _____

Cell Phone (if no land line available) _____ Email Address _____

Website www.cityofsacramento.org/cityattorney Check here if no website available

West products have implemented Multi-Factor Authentication and in order to access the public records products you must supply a valid External IP Address or IP Range belonging to your organization that meets the following requirements:

- IP Addresses assigned to jurisdictions outside the United States or West-approved U.S. Territories are prohibited
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0 - 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.
- If you do not know your External IP address(es), try the following:
 - Contact your network administration, firewall or security team
 - Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)

Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Internet Service Provider Name: Multiple - AT+T, Integra, Level 3

IP Address: 208.87.80.2

IP Address Range:
 Beginning IP Address: _____ Ending IP Address: _____
 Beginning IP Address: _____ Ending IP Address: _____

ALL REQUESTED INFORMATION MUST BE PROVIDED OR YOUR ORDER MAY BE DELAYED OR ACCESS MAY BE LIMITED

ACCOUNT INFORMATION AND DATA USE

Select Type of Government

- US - Federal
- US - State
- US - Local
- Tribal Government _____
(Please describe)
- Other Government: _____
(Please describe)

Select Type of Academic Institution

- Privately Funded Academic Institution (non-government funded)
- Government Funded Academic Institution

Do your end users have arrest powers?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Will you be using the product in relation to the collection of consumer debt (i.e., financial obligations of a consumer relating to a transaction for personal, family, or household purpose)?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting access to Utility data?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Will you have end users at any location other than listed above?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Are you requesting "unmasked data" or full display of full Security Numbers, full Date of Birth and/or Driver's License information? If yes, please attach a completed Addendum to Account Validation and Certification Form - Unmasked Data Request. Please note this option is only available for approved accounts.	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
Will you use the product in whole or in part, as a factor in determining a consumer's eligibility for any employment, credit, housing, insurance underwriting, or government benefit-related purpose?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes

Depending on the specific data that you are requesting, a site inspection may be required of each of the location(s) where your end user will be using the product. Please provide the name and phone number of the person you would like us to contact if a site inspection needs to be scheduled.

Name: Angela Kulak Law Office Administrator Telephone Number: (916) 808-5346

	PERMISSIBLE USE SELECTIONS	
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Permissible Use under Gramm Leach Bliley Act

Your use of certain consumer data within the product is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For use by a person holding a legal or beneficial interest relating to the consumer.
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety.
- To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- For required institutional risk control or for resolving consumer disputes or inquiries.
- With the consent or at the direction of the consumer.

Permissible Use under Drivers Privacy Protection Act

Your use of certain drivers record and vehicle data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.). In order to access this data you must indicate your permissible use(s) below. If you do not have a permissible use, you must select the "no permissible use" option.

- You certify there is no permissible use.
- For official use by a Court, Law Enforcement Agency or other Government agency.
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- For use in connection with an insurance claims investigation or insurance antifraud activities.

	CERTIFICATIONS	
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By signing below you certify that:

- YOU UNDERSTAND THAT WEST IS NOT A CONSUMER REPORTING AGENCY AND THIS SERVICE DOES NOT CONSTITUTE A "CONSUMER REPORT" AS SUCH TERM IS DEFINED IN THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C.A. SEC 1681 ET SEQ. YOU ARE STRICTLY PROHIBITED FROM USING ANY DATA, IN WHOLE OR IN PART, AS A FACTOR IN ESTABLISHING A CONSUMER'S ELIGIBILITY FOR CREDIT, INSURANCE, EMPLOYMENT, OR FOR ANY OTHER PURPOSE AUTHORIZED UNDER THE FCRA OR AS THE BASIS FOR TAKING ADVERSE ACTION REGARDING ANY CONSUMER APPLICATION.
- End users will access and use the data, including personally identifiable information, in accordance with all applicable laws, rules, and regulations. No individual shall access records that require a permissible use unless such a permissible use exists. It is your responsibility to seek guidance and clarification in case of any questions about the proper use of a product. YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED COLLECTION, ACCESS, USE, AND DISCLOSURE OF ANY DATA ACCESSED THROUGH OUR PRODUCTS.
- You agree to immediately notify West of any actual or suspected breach or access to data that may result in the unauthorized collection, access, use or disclosure of any data. You agree to make all reasonable efforts to assist us and our data providers in relation to any investigation, claim, litigation, or other action related to your access, use or disclosure of data.
- You will maintain a comprehensive information security program, including systems, facilities, and procedures to safeguard the data, and that you have experience in maintaining the confidentiality, security, and appropriate use of such information (pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986).
- You and your end users are not and will not be involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor will you further such activities by your customers.
- All information you provided in this AVC Form and all Addendums is true and correct and, if applicable, applies to all locations set forth in the Order Form/Addendum. You understand that you will be required periodically to re-certify information provided in this AVC form.
- Your signature below as "Authorized Representative" certifies that you are the authorized signatory for this account

AUTHORIZED REPRESENTATIVE:

Print Name: Sandra G. Talbott
 Title: Assistant City Attorney
 Date: 3/23/2018
 Signature: Sandra G Talbott

Attested on: _____ (date)
Wendy Klock-Johnson
 Wendy Klock-Johnson, Assistant City Clerk

All information is subject to verification and approval by West.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Westlaw Legal Research Subscription
Purchase Order #:

Date: July 25, 2019
Supplemental Agreement No.: 2018-0444-01

The City of Sacramento ("City") and Thomson Reuters ("Contractor"), as parties to that certain Agreement designated as Agreement Number 2018-0444, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in the Agreement is amended as follows:

Westlaw Proflex, monthly charges of \$4,000 for first 12 months, with a 5% annual increase in years 2 and 3 for a total 36 month term. City is confirming payment of the services in years 2 and 3 by way of this Supplemental Agreement.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in the Agreement for payment of Contractor's fees and expenses, is increased by \$103,320, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$48,000</u>
Net change by previous supplemental agreements:	<u>0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$48,000</u>
Increase/decrease by this supplemental agreement:	<u>\$103,320</u>
New not-to exceed amount including all supplemental agreements:	<u>\$151,320</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk