

- B.6** Staff Report (For Possible Action): Approval of agreement between the City and Thomson Reuters to provide legal research database services to the City Attorney's Office for three years in an amount not to exceed \$120,000.  
(General Fund)

## STAFF REPORT

---

**Date:** March 27, 2024

**To:** Mayor and City Council

**Through:** Doug Thornley, City Manager

**Subject:** Staff Report (For Possible Action): Approval of agreement between the City and Thomson Reuters to provide legal research database services to the City Attorney's Office for three years in an amount not to exceed \$120,000. (General Fund)

**From:** Jonathan Shipman, Chief Deputy City Attorney

**Department:** City Attorney's Office

---

**Summary:**

Staff recommends Council approve the agreement between the City and Thomson Reuters to provide legal research database services to the City Attorney's Office for three years in an amount not to exceed \$120,000 and authorize and direct the City Attorney to execute the agreement on behalf of the City.

Consent Review	Yes	No
1. Is this item an annual or standard item that comes before Council for regular approval?	X	
2. Is this item an agreement required based on an item previously approved by Council?		X
3. Is this item included in the current budget approved and adopted by Council?	X	
<b>Other Considerations</b>		
What percent of the total City budget does this item represent?	.01%	

**Alignment with Strategic Plan:**

Not Applicable

**Previous Council Action:**

There is no recent Council action relevant to this item.

**Discussion:**

Thomson Reuters Westlaw is the preeminent online legal research service for legal professionals in the United States. Westlaw includes more than 40,000 databases of case law, state and federal statutes, administrative codes, newspaper and magazine articles, public records, law journals, law reviews, treatises, legal forms, and other information resources. The City Attorney's Office recommends Council approve the attached agreement with Westlaw to continue to provide cost-effective, and high-quality legal advice and counsel to Council and staff.

**Financial Implications:**

The term of the agreement is three years, and the monthly subscription is \$3,121.47, with a three-year not to exceed amount of \$120,000.

**Legal Implications:**

Legal review completed for compliance with City procedures and Nevada law.

**Recommendation:**

Staff recommends Council approve the agreement and authorize and direct the City Attorney to execute the agreement on behalf of the City.

**Proposed Motion:**

I move to approve staff recommendation.

**Attachments:**

Westlaw Order Form



## Order Form

**Order ID: Q-08199717**

Contact your representative [greg.kelly@thomsonreuters.com](mailto:greg.kelly@thomsonreuters.com) with any questions. Thank you.

**Sold To Account Address**

Account #: 1000575843  
RENO CITY ATTORNEY  
JILL ZARKER  
1 E 1ST ST FL 3  
RENO NV 89501-1609 US

“Customer”

**Shipping Address**

Account #: 1000575843  
RENO CITY ATTORNEY  
JILL ZARKER  
1 E 1ST ST FL 3  
RENO NV 89501-1609 US

**Billing Address**

Account #: 1000575843  
RENO CITY ATTORNEY  
JILL ZARKER  
1 E 1ST ST FL 3  
RENO, NV 89501-1609  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,121.47	36

### Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$2,274.47	1

### Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

### Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

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 we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

**Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

#### Miscellaneous

**Applicable Law.** 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 non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. 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.

**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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or 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 in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>  
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**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.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**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. 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.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

**Product Specific Terms and Service Levels:** The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

**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 <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.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
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms:** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

**Amended Terms and Conditions**

**Material Change in Organizational Structure**

The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Order Form, if either party deems there is a material change in your organizational structure, including, but not limited to a significant increase in the number of attorneys, divestitures, mergers, combination or downsizing. This obligation to enter into good faith negotiations applies to the Minimum Term of the Renewal Term. All other terms and conditions of the Order Form will remain unchanged.

**Government Non-Availability of Funds for Online, Practice Solutions or Software Products**

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

**Acknowledgement: Order ID: Q-08199717**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

This Order Form will expire and will not be accepted after 3/27/2024.



THOMSON REUTERS®

**Attachment****Order ID: Q-08199717**

Contact your representative greg.kelly@thomsonreuters.com with any questions. Thank you.

**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000575843

This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name: Shipman, Jonathan

Email: shipmanj@reno.gov

**eBilling Contact**

Contact Name Jonathan Shipman

Email shipmanj@reno.gov

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000575843	RENO CITY ATTORNEY	1 E 1ST ST FL 3 RENO NV 89501-1609 US	New

**ProFlex Product Details**

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
14	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
14	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
14	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
14	Attorneys	43102993	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government

**Account Contacts**

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jonathan	Shipman	shipmanj@reno.gov	EML PSWD CONTACT

**Lapsed Products**

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

**Charges During Minimum Term**

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$3,121.47	5.00%	\$3277.54	5.00%	\$3441.42	N/A	N/A	N/A	N/A	Monthly

**Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.