

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** _____
Project Description: Agreement with Thomson Reuters Westlaw

Item Description:

<input type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input checked="" type="checkbox"/> Other <u>Agreement with Thomson Reuters Westlaw</u>			

Action Requested:

<input type="checkbox"/> Board Authorization to Execute	<input type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Associate Attorney	<u>Jacqueline Mattina</u>	Date: <u>11/9/2020</u>
<input type="checkbox"/> Chief Operating Officer	_____	Date: _____
<input type="checkbox"/> Executive Engineer	_____	Date: _____
<input checked="" type="checkbox"/> Director of Administration	<u>Lavanya Lestee</u>	Date: <u>11/10/2020</u>
<input checked="" type="checkbox"/> Comptroller	<u>Oppe Imme</u>	Date: <u>11/09/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Helen A. Prudgast</u>	Date: <u>11/09/2020</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>11/9/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u>TLO</u>	Date: <u>11/9/20</u>
--	------------	----------------------

Remarks: _____

Resolution Date: _____ **Item No:** _____

ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM



November 6, 2020

To: Jerome D. Schad, Chair
Mark S. Carney, Vice Chair
Peggy A. LaGree, Treasurer

Cc: Terrence McCracken, Secretary
Karen Prendergast, Chief Financial Officer
Margaret A. Murphy, General Counsel

From: Jacqueline Mattina, Associate Attorney

Subject: Thomson Reuters Westlaw Agreement

The Erie County Water Authority (the “Authority”) is presently receiving Westlaw legal research services pursuant to an agreement with Thomson Reuters which will expire on July 31, 2021. Thomson Reuters provides a state-of-the-art artificial intelligence search engine unlike other providers. Westlaw has the largest and most organized collection of legal data available. Under this present agreement the Authority is being provided with ten (10) licenses to be used by the legal department.

Along with Westlaw access, the Authority also provides job related Continuing Legal Education (CLE) to its attorneys to remain current on relevant Authority issues. Thomson Reuters has now offered to provide the Authority with unlimited access to Westlaw and their CLE component through West LegalEdcenter for up to fifteen (15) users in exchange for the execution of a new three (3) year commitment by the Authority. This new agreement would not only include the Westlaw research capabilities but also access to over 5,164 OnDemand New York course choices, 94 live Webcasts and various live conferences and

podcasts. Thomson Reuters, through its affiliations with other CLE providers such as the National Business Institute (NBI), offers a diverse and complete topic catalogue to subscribers. Subscribers may also attend live NBI courses when offered. West LegalEdcenter software offers immediate access to CLE certificates and ongoing certificate archiving of completed courses for record keeping purposes. It is envisioned that access to this training could potentially benefit other employees in the Authority as well as the attorneys.

The additional CLE access would incur an increase of \$240.01 above the current monthly charge for Westlaw alone, for a new total cost of \$1,320.59 per month effective January 1, 2021. The Legal Department has provided for the anticipated expense in its 2021 budget.

It is recommended the Authority enter into this new agreement with Thomson Reuters. This agreement offers an excellent all-encompassing product for a minimal increase in cost. In addition, Thomson Reuters has kindly agreed to grant immediate access to these services through Proflex Bridge upon execution of the new agreement. The Proflex Bridge gives the Authority access to these services at the current monthly cost through the end of the year.



Order Form

Order ID: Q-00896377

Contact your representative james.hanggi@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000680231
ERIE COUNTY WATER AUTHORITY
ACCOUNTING DEPT
295 MAIN ST RM 350
BUFFALO NY 14203-2415 US

Shipping Address

Account #: 1000680231
ERIE COUNTY WATER AUTHORITY
ACCOUNTING DEPT
295 MAIN ST RM 350
BUFFALO NY 14203-2415 US

Billing Address

Account #: 1000680231
ERIE COUNTY WATER AUTHORITY
ACCOUNTING DEPT
295 MAIN ST RM 350
BUFFALO, NY 14203-2415 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	\$1,320.59	36	2%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$1,080.58	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 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. 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: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. 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 the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. 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.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

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.

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.

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, Peer Monitor and Data Privacy Advisor 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. 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. This Order Form will be interpreted under Minnesota state law and any claim by one of us may 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.

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 or increases at any time during the Term, we reserve the right to increase your charges as applicable

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-2-pro-govt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-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.

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

Acknowledgement: Order ID: Q-00896377

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2020 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 12/25/2020.



THOMSON REUTERS™

Attachment

Order ID: Q-00896377

Contact your representative james.hanggi@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000680231

Order Confirmation Contact (#28)

Contact Name: Sikorski-Petritz, Darlene

Email: dsikorski-petritz@ecwa.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Darlene Sikorski-Petritz

Email dsikorski-petritz@ecwa.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000680231	ERIE COUNTY WATER AUTHORITY	295 MAIN ST RM 350 BUFFALO NY 14203-2415 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
13	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
13	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
13	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)
13	Attorneys	42077755	Gvt - Analytical Plus for Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Margaret	Murphy	mmurphy@ecwa.org	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex