



## ERIE COUNTY WATER AUTHORITY INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair  
Peggy A. LaGree, Vice Chair  
Michele M. Iannello, Treasurer

Cc: Terrence D. McCracken, Secretary  
Joyce A. Tomaka, Chief Financial Officer  
Jessica R. Brown, Comptroller  
Charles E. Eaton, Chief Operating Officer

From: Mark S. Carney

Date: October 23, 2023

Subject: Thomson Reuters-Westlaw Agreement

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The Erie County Water Authority (the "Authority") is presently receiving Westlaw legal research services pursuant to an agreement with Thomson Reuters which will expire January 31, 2024. 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 thirteen licenses to be used by the legal department.

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 the execution of the new agreement. The Proflex Bridge gives the Authority access to these services at the current monthly cost through to 1-31-2024.

The correct cost for access now including access to all legal briefs filed by appellant counsel is \$1,474.52 with a 4% increase each year, this is a 3-year commitment ending 1-31-2027.

Budget:  
Unit 5010 Legal  
Item 46 Dues and Subscriptions

MSC:mes

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

**Contract:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_  
**Project Description:** Thomson Reuters-Westlaw Agreement

**Item Description:**


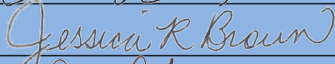


- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> 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 type="checkbox"/> Other _____                          |  |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" 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 type="checkbox"/> Other (if Applicable)                 | _____   | Date: _____             |
| <input type="checkbox"/> Chief Operating Officer               | _____   | Date: _____             |
| <input type="checkbox"/> Executive Engineer                    | _____   | Date: _____             |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: <u>10/23/2023</u> |
| <input checked="" type="checkbox"/> Comptroller                |  | Date: <u>10/23/23</u>   |
| <input checked="" type="checkbox"/> Chief Financial Officer    |  | Date: <u>10/23/2023</u> |
| <input checked="" type="checkbox"/> Legal                      |  | Date: <u>10-23-2023</u> |

**APPROVED FOR BOARD RESOLUTION:**

- |  |  |                        |
|--|--|------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>11/3/2023</u> |
|--|--|------------------------|

**Remarks:** Sole Source

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

## SOLE SOURCE JUSTIFICATION

Requisition Item: Legal Search Engine Provider with Thomson Reuters-Westlaw

Purchase Order or Master Purchase Order Number: 2113-21

Prior Purchase Order or Master Purchase Order Number (if item has been approved previously): 2113-21

1. Please describe the item and its function: Legal Search Engine Provider for all attorneys

2. This is a sole source\* because:

- ☒ Sole provider of a licensed or patented good or service;
- ☐ Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services;
- ☐ Sole provider of goods and services for which the Authority has established a standard\*\*;
- ☐ Sole provider of factory-authorized warranty service;
- ☐ Vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Authority (please attach information on market price survey, availability, etc.);
- ☒ Sole provider of goods or services that will meet the specialized needs of the Authority or perform the intended function (please detail below or in an attachment).

Westlaw gives attorneys research capabilities provided by no other platform

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.  
Westlaw Proflex, Practical Law Premier, Enterprise access & Government, Westlaw Analytical &, Westlaw Litigation Collection.

4. What steps were taken to verify that these features are not available elsewhere?

- ☐ Verification from manufacturer of sole source attached (current year).
- ☐ Other brands/manufacturers were examined (please list phone numbers and names and explain why these were not suitable).
- ☐ Other vendors were contacted (please list phone numbers and names and explain why these were not suitable).

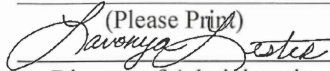
### SUBMIT TO DIRECTOR OF ADMINISTRATION FOR APPROVAL

Buyer's Signature: 

Date: 10-23-23

Buyer's Name

Approved:

  
(Please Print)  
Revonja D. Foster  
Director of Administration

Date: 10/23/2023

\* Sole Source: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

\*\* Procurement of items for which the Authority has established a standard by designating a brand or manufacturer or by pre-approving via a testing, shall be competitively bid if there is more than one vendor of the item.



THOMSON REUTERS™

## Order Form

Order ID: Q-07530379

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

### Sold To Account Address

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

"Customer"

### 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 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".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,474.52	36

### Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,373.94	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

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 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

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**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.

**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 as applicable.



### 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.

<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: [www.ThomsonReuters.com/DocIntel-PST](http://www.ThomsonReuters.com/DocIntel-PST)

**Product Specific Terms and Information Security Controls:** The following product specific terms and information security controls 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 Information Security Controls <http://tr.com/HighQ-InfoSec>

**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>

**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-07530379**

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/15/2023.



THOMSON REUTERS®

**Attachment****Order ID: Q-07530379**

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

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

Payment Method: Bill to Account

Account Number: 1000680231

This order is made pursuant to:

**Order Confirmation Contact (#28)**

Contact Name: Carney, Mark

Email: mcarney@ecwa.org

**eBilling Contact**

Contact Name Mark Carney

Email mcarney@ecwa.org

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

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
1	Each	40757482	West Proflex
13	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
13	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
13	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government
13	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Mark	Carney	mcarney@ecwa.org	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	\$1,474.52	4.00%	\$1533.50	4.00%	\$1594.84	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.