 THOMSON REUTERS	Order Form Order ID: Q-00684057 Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.	
Account Address Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO BOX 909 200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US	Shipping Address Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO Box 909 200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US	Billing Address Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO Box 909 200 LINCOLN AVE RM 205 SANTA FE, NM 87501-1904 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	\$3,435.18	12	N/A

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.

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

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.

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-case-logistix.pdf>

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>

The 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.

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

Additional Order Form Terms and Conditions

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

You may cancel a product or service with at least 60 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-00684057

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 7/29/2020.



THOMSON REUTERS

Attachment**Order ID: Q-00684057**

Contact your representative william.lavelle@thomsonreuters.com with any questions.
Thank you.

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

Payment Method: Bill to Account

Account Number: 1000345280

Order Confirmation Contact (#28)

Contact Name: Romero, Irene

Email: ikromero@santafenm.gov**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Irene Romero

Email ikromero@santafenm.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000345280	SANTA FE OFFICE MANAGER	200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
9	Attorneys	42077751	Gvt - National Primary Core
9	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
9	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
9	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)
9	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
Irene	Romero	ikromero@santafenm.gov	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

West ProFlex Order Form - Order ID: Q-00684057

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

CITY OF SANTA FE:

THOMSON REUTERS
WEST GROUP

Jarel Lapan Hill
Jarel Lapan Hill (Jul 15, 2020 3:43 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Jul 15, 2020

Charles W Holmsten

NAME: CHUCK HOLMSTEN

TITLE: Sales & Client Mgt Consultant

DATE: 7/6/2020

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 15, 2020 4:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Org no/Line Item:
1002550.530700



THOMSON REUTERS™

Addendum to Order Form Q-00684057

Subscriber: Santa Fe City Attorney

Account #: 1000345280

1. **Effect of Addendum.** The Order Form, the underlying Thomson Reuters General Terms and Conditions and applicable Schedule A ("Agreement"), is amended to incorporate the terms of this Addendum. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form. Miscellaneous. Post Minimum Terms. Automatic Renewal Term for Window Products.** The following sentence will be added to the end of this paragraph:

"The term will not exceed the limitations set forth in NMSA 13-1-150."

3. **Modification of Order Form. Miscellaneous. Applicable Law.** All reference to "Minnesota" in this section is replaced with "New Mexico".

All other terms and conditions of the West Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Charles W Holmsten

Accepted by: CHUCK HOLMSTEN

Title: Sales & Client Mgt Consultant

Date: 7/6/2020

Santa Fe City Attorney

Signed: _____

Name (please print): _____

Title: _____

Date: _____






2020 07 08 Thomson Westlaw Next On Line Legal Research

Final Audit Report

2020-07-08

Created:	2020-07-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5sbbgw-nrvOZF5gxBYXREjSQjyM2uAav

"2020 07 08 Thomson Westlaw Next On Line Legal Research" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-08 - 4:01:32 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@ci.santa-fe.nm.us) for signature
2020-07-08 - 4:02:17 PM GMT
-  Email viewed by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-08 - 4:37:38 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
Signature Date: 2020-07-08 - 4:39:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-07-08 - 4:39:22 PM GMT



CREATED BY
Adobe Sign



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor West Group/Thomson Reuters (Westlaw Next)

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$41,222.16

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Online Legal Research.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Exempt from Procurement. Subscription

6 Procurement History:

example: (First year of 4 year contract)

Fran Dunaway, CPO 3/25/20

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ BU/Line Item: 1002550.530710

Alapio Lotero

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Irene Romero

Phone # 6512

10 Certificate of Insurance attached. (if original Contract) ☐ n/a

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Thomson Reuters (Westlaw Next)

Procurement Title: On-Line Legal Research

Other Methods: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Exempt ☐ Other ☐ Subscriptions

Department Requesting/Staff Member Irene Romero

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Irene Romero
Department Rep Printed Name and Title

Irene Romero
Department Rep Signature attesting that all information included

Fran Dunaway, CPO 3/25/20

Purchasing Officer attesting that all information is reviewed



REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

*

☐ ☐ Other: _____

AWARD*

YES N/A

☐ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ Other: _____

CONTRACT*

YES N/A

☐ ☐ Copy of Executed Contract
☐ ☐ Copy of all required documentation
☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Department Rep Printed Name and Title


Department Rep Signature attesting that all information included


City of Santa Fe, New Mexico

memo

DATE: February 17, 2020

TO: Jarel Lapan Hill, City Manager
Mary McCoy, Finance Director

FROM: Irene Romero, Administrative Manager 

VIA: Erin K. McSherry, City Attorney 

SUBJECT: Westlaw On-Line Legal Research

ITEM AND ISSUE:

The City Attorney's Office is requesting approval on the Agreement with Thomson Reuters (WestlawNext) for on-line legal research. This includes ProFlex Products such as National Primary Core, Analytical Plus for Government, Litigation, West LegalEdCenter and Practical Law.

The Agreement shall be \$3,435.18 monthly/\$41,222.16 annually. This agreement is for a one (1) year term.

We currently pay \$3,210.44 monthly/\$38,525.38 annually which is an increase of \$2,696.78.

RECOMMENDED ACTION:

The City Attorney's office recommends approval of the WestlawNext Agreement.
Org. 1002550 – Line Item 530710.