

FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Subscriber”), and **WEST PUBLISHING CORPORATION**, doing business as **WEST**, a **THOMSON REUTERS BUSINESS**, a Minnesota corporation, whose address is 610 Opperman Drive, Eagan, MN 55123 (“Vendor” or “West”).

WHEREAS, the Parties entered into an Agreement dated May 6, 2008, an Amendatory Agreement on August 24, 2010, a Second Amendatory Agreement on June 24, 2013, a Third Amendatory Agreement on August 17, 2017, and a Fourth Amendatory Agreement dated May 23, 2018, to provide access to Vendor’s computer-assisted legal research product suites (the “Agreement”);

WHEREAS, in prior amendments the Parties listed products that were in addition to or were excluded from the main products being subscribed to. Exhibit 10, attached hereto, contains a listing of the databases that the City will access, effective as of June 1, 2023, and are subject to change; and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. The Order Form, Exhibit 9, incorporated herein, references on-line agreements and additional terms and conditions. In the event that any terms and conditions in the on-line agreements or in the attachments hereto conflict with the terms and conditions in this Agreement, this Agreement shall take precedence in all respects.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“**3. TERM**: The term of the Agreement (“Term”) shall commence on March 1, 2008, and expire, unless sooner terminated, on May 31, 2028.”

3. Subsection 3(A) of the Agreement, titled “**COMPENSATION AND PAYMENT**,” Subparagraphs (1) through (19) remain unchanged and Subparagraphs (20) through (25) are added below and read as follows:

“**A. Fee**: The City agrees to pay to the Vendor, and the Vendor agrees to accept as its sole compensation the fee for the software and services described in the attached Order Forms (the “Fee”), as follows:

(20) From June 1, 2023 through May 31, 2024 (“Period 20”), Subscriber shall pay West the monthly fixed Westlaw Precision and software charges of \$13,728 (“Monthly Fee”) for access to the Westlaw Precision, as well as databases, features and services (“Services”) set forth in Exhibit 9 herein, regardless of Subscriber's actual usage;

(21) From June 1, 2024 through May 31, 2025 (“Period 21”), the Period 21 Monthly Fee for Westlaw Precision and software charges shall be \$ 14,414.00;

(22) From June 1, 2025 through May 31, 2026 (“Period 22”), the Period 22 Monthly Fee for Westlaw Precision and software charges shall be \$ 15,135;

(23) From June 1, 2026 through May 31, 2027 (“Period 23”), the Period 23 Monthly Fee for Westlaw Precision and software charges shall be \$ 15,589;

(24) From June 1, 2027 through May 31, 2028 ("Period 24"), the Period 24 Monthly Fee for Westlaw Precision and software charges shall be \$16,057; and

(25) City and Vendor agree to use best efforts to reach a new agreement upon or in advance of the May 31, 2028, expiration of this Fifth Amendatory Agreement.

4. Subsection 3(H)(1) of the Agreement, titled "**Maximum Contract Liability**," is amended to read as follows:

"(1) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000.00). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement."

5. Section 21 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

"**21. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Fifth Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Exhibit 9, Order Form; Exhibit 10, Included Databases; and Exhibit 11, Certificate of Insurance.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:
Contractor Name:

ATTNY-202367641-05 / CE85004-05
WEST PUBLISHING CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

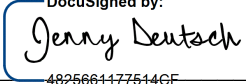
REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

ATTNY-202367641-05 / CE85004-05
WEST PUBLISHING CORPORATION

By:  _____
4825661477614GF...

Name: Jenny Deutsch
(please print)

Title: Sr Manager Commercial Strategy & Policy
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

ORDER FORM – SPECIAL OFFER

Exhibit 9



CUSTOMER INFORMATION				
Account	1003614843	Contact Name		
Name	City of Denver - Office of the City Attorney	Title		
Address Line 1	201 W COLFAX AVE DEPT 1207	Email		
Address Line 2	Denver, CO 80202	Phone		
OFFER INFORMATION				
Agreement Number	00103203.0	Effective Date	06/01/2023	
Material ID	Subscribed Products & Services	Authorized Users	Subscription Periods	Monthly Charges
40986897	Westlaw RIA Federal Tax Reporter Library	Enterprise	6/01/2023 - 5/31/2024	\$13,728
40986901	Westlaw RIA/WGL Multi-State Tax Library	Enterprise	6/01/2024 - 5/31/2025	\$14,414
40986909	Westlaw RIA Federal Tax Treatises Library	Enterprise	6/01/2025 - 5/31/2026	\$15,135
			6/01/2026 - 5/31/2027	\$15,589
			6/01/2027 - 5/31/2028	\$16,057
41983880	Westlaw: Government Litigation	Enterprise		
41986760	Westlaw: Advanced Drafting Assistant	Enterprise		
42077752	Westlaw: Government Analytical Plus	Enterprise		
43080072	Westlaw: Government Precision Preferred National Primary	Enterprise		
42148155	West Legal Education Center	250		
41058173	Case Notebook x.2+	50		

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 the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may 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", "Subscriber", "your" or "Client".

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/TermsandConditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- 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.
- Excluded Charges.** 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 at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges 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 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see 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.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- 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.

This Offer expires May 29, 2023, at 7:00 p.m. CT.

City of Denver - Office of the City Attorney 00103203.0 - City of Denver - Office of the City Attorney (WL)_Final_Simplified Contract_New_v3.docx - 4/6/2023 4:43 PM

7. **Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.
8. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
9. **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 our collection agent at: 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.
10. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
11. **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, 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.
12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
13. **Prior Agreement.** The parties agree that the Special Offer Amendment to Subscriber Agreement currently in effect between the parties will terminate as of the effective date of this ordering document.

ACKNOWLEDGMENT

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

City of Denver - Office of the City Attorney**WEST PUBLISHING CORPORATION**

Signature _____ Date _____

Signature _____ Date _____

Name (please print) _____

Name (please print) _____

Title _____

Title _____

For internal use only: Legal Contact for non-standard arrangements:

This Offer expires May 29, 2023, at 7:00 p.m. CT.

City of Denver - Office of the City Attorney 00103203.0 - City of Denver - Office of the City Attorney (WL)_Final_Simplified Contract_New_v3.docx - 4/6/2023 4:43 PM

Sensitivity: Confidential

SPECIAL OFFER BILLING OPTIONS (FOR MULTIPLE LOCATIONS ONLY)	
<input type="checkbox"/>	DEFAULT. UNLESS OTHERWISE SPECIFIED, YOU WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.
<input type="checkbox"/>	AS IS. Your current billing arrangement should remain unchanged.
<input type="checkbox"/>	ALTERNATIVE #2. Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.
<input type="checkbox"/>	ALTERNATIVE #3. (Not available for orders with concurrent users) An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location. Mail to Account: _____
Please note: These billing arrangements do not affect Quickview+.	

Sensitivity: Confidential

Exhibit 10

Databases included in Denver City Attorney Westlaw Agreement:

Preferred National Primary:

All Primary Law State and Federal:

Cases

Statutes/Graphical Statutes

Regulations

Legislative Materials

Administrative Materials

International Materials

Government Analytical Plus:

American Jurisprudence

American Law Reports

Corpus Juris Secundum

Federal Treatises

Forms

State Analytical Materials

Causes of Action

KeyRules

Law Reviews and Journals

News

CCH

Select International Titles

Government Litigation:

State and Federal Briefs

Pleadings, Motions and Memoranda

State Trial Court Orders

Jury Verdicts

Expert Materials

Arbitration

Dockets

Profiler

Case Evaluator

Research Institute of America (RIA/Tax Databases)

RIA Full-text coverage of federal and state statutes, regulations, cases, rulings, and other official material from all 50 states and the District of Columbia. In addition, editorial materials offer concise explanations and annotations.

Federal Tax

American Federal Tax Reporter

RIA Internal Revenue Code and Historical Notes

RIA Treasury Regulations and Proposed with Preambles

RIA Internal Revenue Manual

RIA Complete Analysis of the Tax Acts

RIA Elections and Compliance Statements

Federal Tax Coordinator

Federal Tax Update

Tax Advisors Planning System

Tax Planning and Advisory Guides

US Tax Reporter with Annotations, Committee Reports and Explanations

State Tax

All States Tax Guide

State Tax Update

Solutions Products (non-database specific)

Case Notebook v.2+

Advanced Drafting Assistant



Exhibit 11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-345-3695 CN103024198-STND-GAWUE-22-23		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Thomson Reuters Corporation 3 Times Square New York, NY 10036		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property and Casualty Insurance Company INSURER C: Indemnity Insurance Company of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:	
		NAIC #	
		22667	
		20699	
		43575	
		20702	

COVERAGES

CERTIFICATE NUMBER:

NYC-011491334-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72953800	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 500,000 \$ 25,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25573675	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 3,000,000 \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G27963675 007	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC68924017 (AOS) SCF C68924054 (WI) WLR C68923979 (AZ,CA,MA)	10/01/2022 10/01/2022 10/01/2022	10/01/2023 10/01/2023 10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	Professional Liability (E&O)			G21635029 021 (SIR: \$25,000,000)	10/01/2022	10/01/2023	Limit:	40,000,000
A	Cyber			G21635029 021 (SIR: \$25,000,000)	10/01/2022	10/01/2023	Limit:	40,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance

CERTIFICATE HOLDER

 THOMSON REUTERS CORPORATION
 3 TIMES SQUARE
 NEW YORK, NY 10036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Marsh USA Inc.

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