SINGLE SOURCE AWARD **BID # SS-0523-17**

Subject: Westlaw Online Legal Research

Department: Office of General Counsel

Description of Purchase: Recommend approval of single source award to West Publishing Corporation, for the purchase of on-line legal research and access to the West Ed Center for attorneys and paralegals including access to CLE classes for the Office of General Counsel. Total not to exceed $341,235.36.

Funding for this award will be encumbered by account GCGA551-05402 to be executed by contract through the Office of General Counsel.

Single Source Award To: West Publishing Corporation

Price Justification: See attached

Total Award: $341,235.36 **Requisition #** N/A

Attachments: Single Source Request; Agency Memorandum; Vendor Letter; Vendor Agreement

Certification as to Sole Source: Jason R. Gabriel, General Counsel

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Steven Burakowski

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 4/2017

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE
117 WEST DUVAL STREET
SUITE 480
JACKSONVILLE, FL 32202
PHONE: (904) 630-1212 ex 5701

MEMORANDUM

TO: **Greg Pease, Chief of Procurement**

FROM: **Jason R. Gabriel, General Counsel**

SUBJECT: **West Publishing Corporation/Thompson Reuters**

RE: **Product is Westlaw (online legal research)**

DATE: **June 13, 2017**

The Office of General Counsel is attaching the Single Source Request form to secure services from West Publishing Company for your consideration, along with the backup documentation. Please consider this for the Thursday June 22nd 2017 GGAC Agenda. Please let me know if this is acceptable.

Attachment
cc: Margaret Sidman, Deputy General Counsel
cc: Lawsikia Hodges, Deputy General Counsel
cc: James McCain, Corporation Secretary

GC-#1131805-v1-6_13_17_-_Revised_Procurement_Request_Memo_(West_Publishing).doc

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): General Counsel

FUNDING SOURCE: GCGA551, Subobject 05402

BRIEF DESCRIPTION OF GOODS/SERVICES:

Westlaw by Thomson Reuters- This is for online legal research for the Office of General Counsel

AMOUNT OF PROJECT (attach quote): $341,235.36

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

A copy of the current contract is attached. The contract includes the on-line research and access to the West Ed Legal Center which allows attorneys and paralegals to have access to on-line CLE classes. The only classes taken are those which are free of charge.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Westlaw provides access to databases and treatises which are not available on other programs which are on-line research materials.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Our research reveals that Westlaw provides resources that Lexis does not. For instance, Westlaw is the only online provider of McQuillin's Municipal Corporations, a 20-volume treatise frequently consulted by attorneys in the Office of General Counsel. This very important research tool and comprehensive summary of municipal law is not available on Lexis.

Submitted by: Jean L. Pimental — Office Manager

(Name) — **(Title)**

Date: 6-13-17

Requesting Agency's Director's Signature:

THOMSON REUTERS

Donna Matarazzo, Account Executive
Government*Law Enforcement*Academic
4482 Jubilee Trail
Tallahassee, FL 32305
Phone: 321.536.8000
Fax: 866.259.4955
donna.matarazzo@thomsonreuters.com

June 20, 2017

Mr. James McCain
Jacksonville General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

RE: Sole Source Designation—Thomson Reuters Westlaw

Dear Jim:

Thomson Reuters (West Publishing Corporation) provides a legal research solution via Westlaw. This letter is to confirm West's status as the sole source provider for Westlaw, which includes the exclusive content, features, and services listed on the following page.

Westlaw provides legal researchers with access to exclusive resources, proprietary tools, and technology that no other research provider can offer, such as the following:

- **Authoritative content**—With the most trusted primary law resources and leading analytical titles that are cited most often in court—all in one place and always available—researchers have access to all of the relevant information they need to answer a legal question.
- **Attorney-editor enhancements**—For more than a century, our attorney-editors have been analyzing, summarizing, and classifying the law. By developing proprietary innovations like the West Key Number System, KeyCite, and notes of decisions, we make the content better organized and connected so it's easier for researchers to find, validate, and interpret the law.
- **Industry-defining technology**—Our research innovations, such as WestSearch, the award-winning iPad app, folder sharing, and Graphical Statutes connect content and our proprietary analysis of the law in unparalleled ways so that legal professionals can conduct research faster and with more accuracy. Advanced, yet intuitive, easy-to-use functionality also helps researchers be more efficient.

With Westlaw, researching is more complete, accurate, and efficient. See attached listing of exclusive features of Westlaw content, features and services.

I would be happy to further discuss with you the exclusive features, services, and content available via Westlaw. If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Donna Matarazzo

DONNA MATARAZZO

Thomson Reuters Westlaw

Exclusive Content

- **National Reporter System**—Since 1879, our National Reporter System has compiled and organized federal and state case law into a cohesive body of law that can be researched within and across jurisdictions.
- **West Key Number System**—The West Key Number System, is the master classification system of U.S. law and is widely regarded as the cornerstone of effective legal research. It helps users to quickly locate and identify cases with the same or similar legal concepts in any jurisdiction in the U.S.
- **Editorial Enhancements**—For more than 100 years, our attorney-editors have been providing editorial enhancements to case law, statutes, and other legal materials. No other research service can match our editorial experience. Our exclusive enhancements include headnotes (more than 350,000 created annually), synopses (more than 60,000 created annually), and parallel citations (more than 500,000 added annually). Our headnotes are classified to the exclusive West Key Number System.
- **Correction and Verification Process**—Our attorney-editors provide the most exhaustive verification and correction process in the legal publishing and information industry. We are the only legal information provider to engage in these quality control steps to ensure the accuracy and reliability of the data.
- **West Key Number Digest System**—The West Key Number Digest System has been an essential case-finding tool since the United States Digest was first published in 1848. A digest is a multi-volume index to the law consisting of major topic headings, thousands of subheadings, and short summaries of legal propositions stated in published cases, referred to as headnotes.
- ***Uniform Laws Annotated* (ULA)**—The ULA provides an extensive reference to the text of uniform laws, prepared under the sponsorship of the National Conference of Commissioners on Uniform State Laws and the American Law Institute. ULA examines acts recommended for adoption in all states, pinpoints state variations, and includes annotations to cases decided in adopting jurisdictions.
- **Restatements of the Law**—The restatements are principles of black letter law distilled from case law. Restatements on WestlawNext provide a section's black letter law, reporter's notes, commentary, illustrations, and annotations in one document. First Restatements of the Law, available exclusively on WestlawNext, can help researchers trace the evolution of a law, or an area of law, and aid in the interpretation of older cases that rely on First Restatement sections.
- **American Jurisprudence Library**—The American Jurisprudence library provides fast, authoritative answers to many aspects of civil, criminal, substantive, and procedural law. WestlawNext provides exclusive online access to the full library.
- ***Corpus Juris Secundum* (CJS)**—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, key numbers, restatements, and more. CJS covers the full breadth and depth of the law, is cited to tens of thousands times by the courts, and is fully integrated with the West Key Number System.
- **Briefs**—WestlawNext provides access to an extensive and exclusive collection of appellate briefs at both the federal and state levels. As of October 2014, Westlaw contains more than 2.8 million separate documents and the number of briefs is growing monthly.
- **National Reporter Images**—National Reporter Images provides cost effective, easy access to an exact electronic copy of a National Reporter System case.
- **Practical Law**—Practical Law provides legal know-how that gives lawyers a better starting point. Attorney-editors create and maintain thousands of up-to-date, practical resources. We go beyond primary law and traditional legal research to give lawyers the resources needed to practice more efficiently.

Exclusive Features & Services

- **WestSearch**—WestSearch, a search engine designed specifically for law, incorporates over 140 years of proprietary analysis of the law and exclusive tools such as key numbers, KeyCite, headnotes, notes of decisions, indexes, and secondary sources to deliver relevant documents.
- **Case Summaries**—These editorially-created summaries help researchers move through result lists efficiently, providing an understanding of what a case is about at a glance.
- **Visual Indicators**—Icons help researchers easily determine when they have already viewed or worked with a document.

ADDENDUM TO WEST ORDER FORM – WESTLAW
BETWEEN
WEST PUBLISHING CORPORATION
AND
THE CITY OF JACKSONVILLE

THIS ADDENDUM to the West Order Form for Westlaw (the "Agreement") is made and entered into this 26 day of May, 2017, by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation, for and on behalf of its Office of General Counsel (the "City" or the "Subscriber") and West Publishing Corporation ("West").

WHEREAS, contemporaneously herewith, the parties are making and entering into the Agreement; and

WHEREAS, the City's authority to make and enter into said Agreement comes from its Procurement Code, and

WHEREAS, by legislative fiat, there are certain contractual provisions that must be contained in any procurement contract of the City; and

WHEREAS, this Addendum should be executed by the parties to ensure that all lawful provisions are contained in the Agreement; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. This Addendum shall be attached to said Agreement, shall be a part of said Agreement, and shall be binding upon the parties.

3. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under the Agreement shall be a fixed monetary amount not-to-exceed THREE HUNDRED FORTY-ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 36/100 DOLLARS ($341,235.36) for the three (3) year term of the Agreement ($110,400.00 for Year 1; $113,712.00 for Year 2; $117,123.36 for Year 3, reflecting three percent (3%) escalator per year).

4. As required by Section 126.108, *Ordinance Code*, in its performance of the Agreement West must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances (hereinafter collectively referred to as the "Laws"), only with respect to the Agreement, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida

Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law).

5. West represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or nonharrassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. On written request, West shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of City for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. West shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of this Agreement. West agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, the provisions above shall be incorporated into and become a part of the subcontract.

6. The rights, obligations, and remedies of the parties as specified under the Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

7. The parties agree that for the execution of the Agreement, time is of the essence. Therefore, the Agreement and all amendments thereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

8. Public Records. In accordance with Section 119.0701, Florida Statutes, West shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if West does not transfer the records to City; and

(d) Upon completion of this Agreement, transfer to City at no cost all public records in possession of West or keep and maintain public records required by City to perform the service. If West transfers all public records to City upon completion of the Agreement, West shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If West keeps and maintains public records upon completion of this Agreement, West shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF WEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WEST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Agreement contemporaneously with said Agreement.

ATTEST:

By_____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By_____
Lenny Curry
Mayor

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: _____

Form Approved:

_____
Office of General Counsel

WITNESS:

By_____
Signature

_____
Type/Print Name

_____
Title

WEST PUBLISHING CORPORATION

By Margaret Armstrong Hamm
Signature

Margaret Armstrong Hamm
Type/Print Name

Manager, Commercial Contracts
Title

GC-#1126707-v1-Addendum_to_West_Order_Form_-_Westlaw_051717.doc

WEST ORDER FORM
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

THOMSON REUTERS

Check West account status below as applicable: Rep Name & Number Jeff Werth

New ____ (NACI Form attached) **Existing with Increase Credit Limit** _____ (NACI Form attached)

Existing with no changes X **Existing with changes** ____ (Permanent name change must attach a Customer Name Change Form)

REQUIRED

Acct # 1000038274 Quote # _____ PO # _____ Date 11/16/2016

Name/Subscriber JACKSONVILLE GENERAL COUNSEL Bill To Acct # _____

Order Confirmation Contact Name JEAN PIMENTAL

E-Mail JeanP@coj.net

Password Contact Name (for password delivery) JEAN PIMENTAL

E-Mail JeanP@coj.net

Time and Billing Contact Name _____

E-Mail _____

Federal Government Account Type Non-FEDLINK ____ FEDLINK ____ GSA ____

MSA Jurisdiction _____ Contract # _____ Option # _____

IF NEEDED

Permanent Address Change _____ **One-Time Ship To** _____ **Additional Ship To** _____ **Additional Bill To** _____

Name _____ Attn: _____

Address _____ Suite/Floor _____

City _____ State _____ County _____ Zip _____

Online/CD-ROM/Practice Solutions/Software Products

Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges
41940098	Government Plan 1001-1025					9,200.00

Notes: See addendum for content

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges $ 9,200.00

Online/CD-ROM/Practice Solutions/Software Products Subscriptions

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 12 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges 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.

Initial below for a longer Minimum Term.

_____ **24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

X _____ **36 month Minimum Term**. Monthly Charges for the second 12 months will be 3____% over the first 12 months; Monthly Charges for the third 12 months will be 3____% over the second 12 months.

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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 month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, 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 include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

West LegalEdcenter Products Subscriptions

Monthly Charges begin on the date we process your order and will continue for a Minimum Term of 12 complete calendar months. You are also responsible for Excluded Charges. Excluded Charges are charges for West LegalEdcenter programs which are not included in the Online CLE Pass. Excluded Charges will be billed at our then current rate via credit card billing.

Initial below for a longer Minimum Term.

_____**24 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months.

_____**36 month Minimum Term**. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

Post Minimum Term. Your West LegalEdcenter subscription, not part of a WestlawPRO Select, will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to the then current retail rate. Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

_____ **West LegalEdcenter annual billing (please check if requested)**

CD-ROM Products

Monthly Charges for CD-ROM Products subscriptions with Westlaw access begin on the date we process your order and continue for a Minimum Term of 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates. If your CD-ROM product includes Westaw access, note that Westlaw charges may be modified after at least 30 days written or online notice.

_____**Initials for Post Minimum Term Subscription Services.** I request that West continue to provide subscription services for the CD-ROM Products listed above after the Minimum Term. Your CD-ROM Products subscriptions will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

_____ **CD-ROM/DVD annual billing (please check if requested)**

Banded Products Subscriptions

You have 40 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase 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, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND

Technical Contacts for Westlaw Patron Access, Campus Research and Thomson Innovation Administrator

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____
One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).

_____ Subscriber Initials _____ Concurrent users will be used for Patron Access (not required for Campus Research).

Contact us to increase the number of publicly accessible terminals or concurrent users. We reserve the right to increase your charges if we learn that you have increased the number of publicly accessible terminals without first contacting us.

For Internal Office Use Only
OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

Thomson Innovation Administrator Name (please print): _____

E-Mail Address: _____

Online/Practice Solutions/Software Renewals

Sub Matl #	Online/Practice Solutions/Software Products	Current Monthly Charges*

Notes:

* Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges shown above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

Initial below to select the Renewal Term.

____ **12 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term.

____ **24 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months.

____ **36 month Renewal Term.** Monthly Charges for the first 12 months will be ____% over the Monthly Charges in effect at the end of the current Minimum or Renewal Term. Monthly Charges for the second 12 months will be _____% over the first 12 months; Monthly Charges for the third 12 months will be _____% over the second 12 months.

When this Renewal Term expires the following will apply.

Government Subscribers Post-Renewal Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. 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 month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Renewal Term, those additional months will be implemented at your option pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. 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 in writing at least 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Passwords and QuickView+	

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)
See Attached List								

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. https://www.quickview.com.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ **First Name** _____ **E-mail** _____

	Print/CD-ROM Products	

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Charges	Print Subscription Service (y/n)

Notes:

Total Charges $ _____

_____ **Initial for Subscription Services.** I request West to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rate. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	

Full Svc #	Online/CD-ROM Products	# of Passwords
See Attached List		

Notes:

	Westlaw Roaming Access	

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

_____ **Initial to block roaming access**

	Miscellaneous	

1 **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.

2. **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.

3. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

4. **Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. **Returns and Refunds.** You may return a print or CD-ROM/DVD 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 and Serengeti 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.

6. **Transportation Charges.** Print and CD-ROM/DVD 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 the then current carrier rate.

7. **Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. **General Terms and Conditions**, apply to all products ordered, except print and is located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf. The General Terms and Conditions for Federal Subscribers is located at http://static.legalsolutions.thomsonreuters.com/static/federal-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.

9. **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 http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.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
- CD-ROM Products / DVD products
- ContractExpress
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access

ACKNOWLEDGMENT
I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name _____

Title _____

Date _____

Signature X _____

For Credit Card Transactions only: **Visa** _____ **Master Card** _____ **Am Ex** _____

Card # _____ **Expir. Date** _____ **Total Amt. to Charge for this Order** _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)
By signing and completing below the Rep certifies that he/she discussed subscription terms with Subscriber and has initialed the subscription services sections above on behalf of the Subscriber.

Date: _____ Time: _____

Name of Customer Placing Order: _____

Signature of Rep: _____

JACKSONVILLE GENERAL COUNSEL

Subscriptions to Lapse
All Primary Law
Analytical Library Florida
Municipal Law Practitioner Counselor — Florida
Civil Pleadings, Motions & Memoranda — Florida
CLE Library — Florida
West LegalEdcenter
Florida Litigation Basics
Graphical Statutes, PastStat Locator™, State Legislative History Bundle — Florida
Corpus Juris Secundum
Workers' Compensation Practitioner Core — Florida
Public Employee Reporters Florida Library
Advanced Managing Outside Counsel
All Analytical Library
Expert Testimony
All State and Federal Briefs
Government Education
All Forms Library
Related Documents
RegulationsPlus
Brief Tools

WestlawPRO - Deal Builder - Government Select - WestlawNext - Modules Addendum

Customer Account Address:
Account #: 1000038274
JACKSONVILLE GENERAL COUNSEL
JEAN PIMENTAL
117 W DUVAL ST STE 480
JACKSONVILLE
FL
32202
US
904-630-1700

Core Product: Primary Law with KeyCite®: All — Florida (WestlawNext™)

Modules Selected
Gov - Analytical Premier For Government (Westlaw™ PRO)
Gov - Drafting Assistant For Government (Westlaw™ PRO)
Gov - Litigation For Government (Westlaw™ PRO)
Gov - National Core For Government (Westlaw™ PRO)
Gov - National Reporter Images For Government (Westlaw™ PRO)
Gov - West LegalEdcenter For Government (Westlaw™ PRO)

Subscriber's Initials for Modules elected by Subscriber:_____

Date:_____

Printed: 11/16/2016 12:03 PM

THOMSON REUTERS

Government Accounts Only

Addendum to West Order Notification

Subscriber: JACKSONVILLE GENERAL COUNSEL

Account #: 1000038274

Date of Order Form: 11/16/2016

The parties agree to modify the Order Notification and the underlying General Terms and Conditions (collectively "the Agreement"), as follows:

Non-Availability of Funds. You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

All terms used in this Addendum have the same meanings as in the Agreement. If there is a conflict between the Agreement and this Addendum, this Addendum controls. All other terms and conditions of the Agreement remain unchanged.

West, a Thomson Reuters business

_____

Accepted by: _____

Title: _____

Date: _____

Subscriber
I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber.

Signed: _____

Name (please print): _____

Title: _____

Date: _____

ONLINE USER DETAIL LIST

LAST NAME	FIRST NAME	STATUS	POSITION
Benson	Ashley B	ACTIVE	ATTORNEY
Brooks	Jody L	ACTIVE	ATTORNEY
Burkett	William	ACTIVE	ATTORNEY
Burnett Beard	Heather	ACTIVE	ATTORNEY
Byndloss	Wendy E	ACTIVE	ATTORNEY
Cenac	Lisa	ACTIVE	PARALEGAL
Chatmon	Derrel	ACTIVE	ATTORNEY
Davis	Julia B	ACTIVE	ATTORNEY
Duckworth	Twane	ACTIVE	ATTORNEY
Dugan	Heather	ACTIVE	PARALEGAL
Durden	Stephen M	ACTIVE	ATTORNEY
Feiser	Craig D	ACTIVE	ATTORNEY
Fetner	Sondra R	ACTIVE	ATTORNEY
Fort	Felicia	ACTIVE	PARALEGAL
French	Loree L	ACTIVE	ATTORNEY
Gabriel	Jason R	ACTIVE	ATTORNEY
Garrett	Christopher M	ACTIVE	ATTORNEY
Granat	Sean	ACTIVE	ATTORNEY
Grandin	Susan	ACTIVE	ATTORNEY
Harris	Katy A	ACTIVE	ATTORNEY
Hodges	Lawsikia	ACTIVE	ATTORNEY
Hoener	Sonya H	ACTIVE	ATTORNEY
Hutchinson	Jasen	ACTIVE	CLEAR ANLYST CONTACT
Johnston	Paige H	ACTIVE	ATTORNEY
Mairs	Rita M	ACTIVE	ATTORNEY
McArthur	Neill W	ACTIVE	PARALEGAL
McCain Jr	James R	ACTIVE	ATTORNEY
Mummaw	Wendy	ACTIVE	ATTORNEY
Papa	Kelly H	ACTIVE	ATTORNEY
Payne	Jacob J	ACTIVE	ATTORNEY
Petrie	Gayle	ACTIVE	ATTORNEY
Phillips	Jon R	ACTIVE	ATTORNEY
Pimental	Jean	ACTIVE	NON-ATTORNEY/BUS PRO
Powell	Stephen J	ACTIVE	ATTORNEY
Safi	Tiffiny D	ACTIVE	ATTORNEY
Sawyer Jr	John C	ACTIVE	ATTORNEY
Shaw	Cherry	ACTIVE	ATTORNEY
Sidman	Margaret	ACTIVE	ATTORNEY
Stockwell	Sandra	ACTIVE	ATTORNEY
Teal	Jason	ACTIVE	ATTORNEY
Teodorescu	Adina	ACTIVE	ATTORNEY
Tison	Joy	ACTIVE	PARALEGAL
Wedner	Michael B	ACTIVE	ATTORNEY
Young	Gabriella C	ACTIVE	ATTORNEY

QWS3270X 6/14/2017 12:44 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 06/14/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 12:44 PM

FISCAL MO/YEAR : 09 2017 CURRENCY CODE :
INDEX CODE : GCGA551 OFFICE OF GENERAL COUNSEL - GEN/ADMIN
SUBOBJECT : 05402 DUES, SUBSCRIPTIONS & MEMBERSHIPS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JUNE 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	184,390.30	184,390.30
EXPENDITURES	.00	97,306.70	97,306.70
ENCUMBRANCES	.00	72,111.27	72,111.27
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	14,972.33	14,972.33

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND