

RESOLUTION NO. 2018-072

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING AND RATIFYING AN AGREEMENT BETWEEN THE CITY OF HIALEAH AND WEST PUBLISHING CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT 1, FOR A TERM OF THREE YEARS, BEGINNING ON JULY 1, 2018 AND ENDING ON JUNE 30, 2021, FOR A MONTHLY PAYMENT OF \$3,596.52 FOR THE FIRST YEAR, AND A THREE PERCENT INCREASE EACH SUBSEQUENT YEAR, FOR A TOTAL AMOUNT NOT TO EXCEED \$43,158.24 FOR YEAR ONE, \$44,453.04 FOR YEAR TWO AND \$45,786.60 FOR YEAR THREE, GRANTING ACCESS TO ATTORNEYS AND STAFF IN THE OFFICE OF THE CITY ATTORNEY TO WEST'S SELECT DATABASE OF LEGAL PUBLICATIONS FOR THE PURPOSE OF CONDUCTING LEGAL RESEARCH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Westlaw is the top legal research provider in the market; and

WHEREAS, Westlaw has been the predominant legal research and publications service provider for the Office of the City Attorney for the past twelve years with remarkable performance.

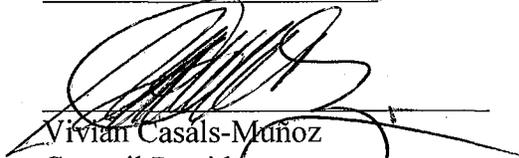
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves and ratifies an agreement between the City of Hialeah and West Publishing Corporation, a copy of which is attached hereto as Exhibit "1", for a term of three years, beginning on July 1, 2018 and ending on June 30, 2021, for a monthly payment of \$3,596.52 for the first year, and a three percent increase each subsequent year, for a total amount not to exceed \$43,158.24 for year one, \$44,453.04 for year two and \$45,786.60 for year three, granting access to attorneys and staff in the Office of the City

Attorney to West's select database of legal publications for the purpose of conducting legal research.

Section 2: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

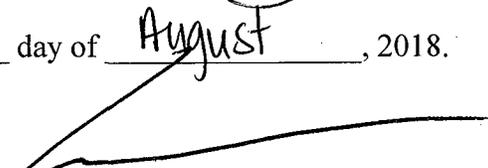
PASSED AND ADOPTED this 14 day of August, 2018.


Vivian Casals-Muñoz
Council President

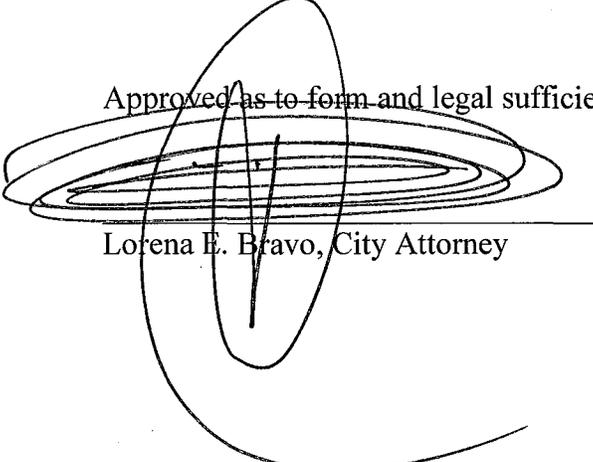
Attest:


Maribelys Fago, City Clerk

Approved on this 20 day of August, 2018.


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 5-0-2 vote with Councilmembers, Zogby, Lozano, Casáls-Munoz, Hernandez, and Cue-Fuente voting "Yes" and with Councilmembers Caragol and Garcia-Martinez absent.



THOMSON REUTERS

Order Form

Order ID: Q-00212894

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

Account Address

Account #: 1000764601
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DAISY MILLARES
501 PALM AVE
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Shipping Address

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Billing Address

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HIALEAH
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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.

Product Grids See Attachments for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$3,596.52	36	3%

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 7% 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 and your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges after at least 90 days notice. The Monthly Window will remain unchanged. 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. In addition to the Monthly Charges, you are responsible for transactional usage charges in excess of the Monthly Window. Transaction charges are calculated based upon our then-current Schedule A rate. 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.

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 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.

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.

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 have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

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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 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 the links below. Excluded Charges may change after at least 30 days written or online notice.

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- Westlaw Patron Access
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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: O-60212894

Signature of Authorized Representative for order

Mayor

Carlos Hernandez

Printed Name

7-26-2018

Date

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This Order Form will expire and will not be accepted after 9/23/2018.