SINGLE SOURCE AWARD **BID # SS-0563-19**

Subject: ONLINE LEGAL RESEACH FOR THE OFFICE OF GENERAL COUNSEL

Department: Office of General Counsel

Description of Purchase:
Recommend approval of Single Source Award to West Publishing Corporation for online legal research and access to the West Legal Ed Center which allows attorneys and paralegal access on-line CLE classes. Period of service will be three (3) years from date of award. Total requested amount expenditure for three (3) years not-to-exceed $363,180.73.

Funding for this award to be encumbered by GCGA551-05402, to be executed by purchase order(s).

Single Source Award To: West Publishing Corporation

Price Justification: See Attached

Total Award: $363,180.73 **Requisition #**

Attachments: Recommendation Memo, Single Source Form; Vendor Letter, Vendor Quote

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

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

ANALYST: Ruben Ola

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-114, Revised 12/2007

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): GCGA551

FUNDING SOURCE: GCGA551, Subobject 05402 Dues and subscriptions

BRIEF DESCRIPTION OF GOODS/SERVICES:
Westlaw by Thomson Reuters (West Publishing) - This is for online legal research for the Office of General Counsel

AMOUNT OF PROJECT (attach quote): $363,180.73 for a period of three years

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 contract is attached. The contract includes the on-line research and access to the West Legal Ed Center which allows attorneys and paralegal 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 datbases and treatises which are not available on other programs which are on-line research materials. These exclusive databates and treatises include: National Reporters System, West Key Number System, Unfiorm Laws Annotated (ULA), Restatements of the Law, American Jurisprudence, Corpus Juris Secundum (CJS).

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 revealed that Westlaw provides resources that Lexis does not. For instance, Westlaw is the only online provider of McQuillin's Municipal Corporations, a 20-volume treatist 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 (Name) — Office Manager (Title)

Date: 6/26/19

Requesting Agency's Director's Signature:

6/26/19 — Jason R. Gabriel

John C. Sawyer, Jr., Financial Officer
Procurement Division

March, 2017

Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202
255-5100

MEMORANDUM

TO: Dustin Freeman, Manager of Purchasing Services
Chelsey Fleming, Assistant Manager of Purchasing Services

FROM: Jason R. Gabriel, General Counsel

SUBJECT: **West Publishing Single Source Request for contract for Westlaw**

DATE: June 18, 2019

West Publishing is the vendor for Westlaw used for legal research by the Office of General Counsel. Thomson Reuters has supplied our office with a sole source letter outlining the reasons why they are the sole source provider for Westlaw. They have the propriety West Key Number System, Corpus Juris Secumdum (CJS), American Jurisprudence Library, Uniform Laws Annotated (ULA) and other exclusive content itemized in their letter.

Westlaw research is used by over 40 lawyers in the Office of General Counsel on a regular basis. It is a necessary legal technology research tool vital to the operation of a law office.

If you should need any further information, please contact me at 255-5050. Thank you for your assistance in this matter.

/jlp

THOMSON REUTERS

Donna Matarazzo, Account Executive
Government*Law Enforcement*Academic
995 NW 165th Court Road
Dunnellon, FL 34432
Phone: 321.536.8000
Fax: 866.259.4955
donna.matarazzo@thomsonreuters.com

June 17, 2019

Jean Pimental, Office Manager
Jacksonville General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

RE: Sole Source Designation—Thomson Reuters Westlaw

Dear Jean:

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

Document Name: Thomson Reuters Westlaw Sole Source Designation 6-17-19
Document Number: 1288770

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.

THOMSON REUTERS	**Attachment** **Order ID: Q-00478992** Contact your representative donna.matarazzo@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000038274

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Jean Pimental
Email: jeanp@coj.net

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000038274	JACKSONVILLE GENERAL COUNSEL	117 W DUVAL ST STE 480 JACKSONVILLE FL 32202-5721 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
45	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
45	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
45	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
45	Attorneys	41994565	Gvt - National Reporter Images For Government (Westlaw PRO™)
45	Attorneys	42077751	Gvt - National Primary Core
45	Attorneys	42077755	Gvt - Analytical Plus for Government
45	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jean	Pimental	jeanp@coj.net	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
41940099	Government Plan 1001-1025 (Westlaw PRO™)

THOMSON REUTERS

Order Form

Order ID: Q-00478992

Contact your representative donna.matarazzo@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1000038274
JACKSONVILLE GENERAL COUNSEL
JEAN PIMENTAL
117 W DUVAL ST STE 480
JACKSONVILLE FL 32202-5721 US

Shipping Address
Account #: 1000038274
JACKSONVILLE GENERAL COUNSEL
JEAN PIMENTAL
117 W DUVAL ST STE 480
JACKSONVILLE FL 32202-5721 US

Billing Address
Account #: 1000038274
JACKSONVILLE GENERAL COUNSEL
JEAN PIMENTAL
117 W DUVAL ST STE 480
JACKSONVILLE, FL 32202-5721 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	$9,889.25	36	2%

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.

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.

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. If you are a non-government entity, 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 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
http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.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.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. 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

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-00478992

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 7/7/2019.

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 _____ day of _____, 2019, 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 SIXTY-THREE THOUSAND ONE HUNDRED EIGHTY AND 73/100 DOLLARS ($363,180.73) for the three (3) year term of the Agreement ($118,671.00 for Year 1; $121,044.42 for Year 2; $123,465.31 for Year 3, reflecting two percent (2%) 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. This Agreement supersedes all prior agreements between the parties.

9. 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_____
Signature

_____
Type/Print Name

_____
Title

GC-#1285640-v1-Addendum_WestOrderForm_Westlaw_053119.doc