



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/2/2023

File ID: TMP-3532

Department: Legal

Subject: -

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Order No. Q-07603626 which modifies the previous order as authorized by Res. 22-654 to the agreement by and between the City of Huntsville and West Publishing Corporation.

Resolution No.

Finance Information:

Account Number: 1000-18-00000-515340-00000000

City Cost Amount: \$ 49,528.32

Total Cost: \$49,528.32

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: N/A

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute Order No. Q-07603626 which modifies the previous order as authorized by Res. 22-654 to the agreement by and between the City of Huntsville and West Publishing Corporation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Order No. Q-07603626 which modifies the previous order as authorized by Res. 22-654 to the agreement by and between the City of Huntsville and West Publishing Corporation," consisting of four (4) pages, and the date of November 2, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 2nd day of November, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 2nd day of November, 2023.

Mayor of the City of
Huntsville, Alabama



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Order Form

Order ID: Q-07603626

Contact your representative johnny.craig@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000374757
HUNTSVILLE CITY ATTORNEY
JENNIFER COX
PO BOX 308 308 FOUNTAIN CIR SW
HUNTSVILLE AL 35801-4240 US
"Customer"

Shipping Address

Account #: 1000374757
HUNTSVILLE CITY ATTORNEY
JENNIFER COX
PO Box 308
308 FOUNTAIN CIR SW
HUNTSVILLE AL 35801-4240 US

Billing Address

Account #: 1000374757
HUNTSVILLE CITY ATTORNEY
JENNIFER COX
PO Box 308
308 FOUNTAIN CIR SW
HUNTSVILLE, AL 35801-4240
US

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

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

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000073469	\$4,127.36

This Order Form modifies the current order form for the products listed above ("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, 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 this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated 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 or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

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.

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 customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. 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 in the below link. Excluded Charges may 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 the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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. 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.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

ProFlex Modification Governing Agreement. The ProFlex Modification products and services are governed by the same agreement terms and conditions as the order form this Order Form is modifying. Such terms are incorporated into this Order Form by reference.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

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

Amended 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 30 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.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-07603626

Signature of Authorized Representative for order

Tommy Battle

Printed Name

Mayor

Title

11/2/2023

Date

This Order Form will expire and will not be accepted after 11/28/2023.



THOMSON REUTERS™

Attachment

Order ID: Q-07603626

Contact your representative johnny.craig@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000374757
This order is made pursuant to:

Order Confirmation Contact (#28)
Contact Name: Cox, Jennifer
Email: jennifer.cox@huntsvilleal.gov

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

eBilling Contact
Contact Name Jennifer Cox
Email jennifer.cox@huntsvilleal.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000374757	HUNTSVILLE CITY ATTORNEY	308 FOUNTAIN CIR SW HUNTSVILLE AL 35801-4240 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	0000073469		1	Each	Exist
42077755 42077754	Westlaw All Analytical, Enterprise access, Government	0000073469	16	17	Attorneys	Exist
42077751 42076680	Gvt - National Primary Core	0000073469	16	17	Attorneys	Exist
41933492 41933493	Practical Law Premier, Enterprise access, Government	0000073469	16	17	Attorneys	Exist
41933475 41933477	Westlaw Litigation Collection, Enterprise access, Government	0000073469	16	17	Attorneys	Exist