

RECEIVED

2014 FEB 18 AM 10:26

CITY SECRETARY
DALLAS, TEXAS



CITY OF DALLAS

Memorandum

Date: January 17, 2014

To: Rosa A. Rios
City Secretary

Re: Correction to Council Resolution No. 13-1887
In Council Resolution No. 13-1887, please correct the **object code** as indicated:

Section 2. That the City Controller is authorized, subject to annual appropriations, to make subsequent monthly payments in arrears only under the contract as follows:

<u>Fiscal</u> <u>Year</u>	<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Obj.</u>		<u>Encumbrance#</u>	<u>Total</u> <u>Amount</u>
2013-14	0001	ATT	1307	3070	2860	ATT130713J324	\$24,180.00
2014-15	0001	ATT	1307	3070	2860	ATT130713J325	\$25,392.00
2015-16	0001	ATT	1307	3070	2860	ATT130713J326	\$26,664.00

Therefore, our department requests that the corrections above be made a permanent part of the record for Council Resolution No. 13-1887. If there are any questions regarding this request, please let me know.

Your assistance is appreciated.

A handwritten signature in cursive script, appearing to read 'Warren M. S. Ernst'.

WARREN M. S. ERNST
City Attorney

c: Ryan Rogers, Office of Financial Services
Emily Christodoulides, City Attorney's Office
Renee Clay, City Attorney's Office
Sylvia Quintanilla, City Attorney's Office

Handwritten notes:
RAC 2/18/14
E 2/18/14



THOMSON REUTERS

Order NotificationContact your representative kristen.estrada@thomsonreuters.com with any questions. Thank you.Order ID: **484269****Subscriber Information****Account Address:**Account #: 1000811980
DALLAS CITY ATTORNEY
EMILY CHRISTODOULIDES
STE 7DN
1500 MARILLA ST
DALLAS, TX 75201
US
214-670-3519**Shipping Address:**Account #: 1000811980
DALLAS CITY ATTORNEY
EMILY CHRISTODOULIDES
STE 7DN
1500 MARILLA ST
DALLAS, TX 75201
US
214-670-3519**Billing Address:**Account #: 1000811980
DALLAS CITY ATTORNEY
EMILY CHRISTODOULIDES
STE 7DN
1500 MARILLA ST
DALLAS, TX 75201
US
214-670-3519**Payment and Shipping Information****Payment Method:**Payment Method: WestAccount
Account Number: 1000811980**Shipping Information:**

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

Additional Information**Created By:**Order Source: 27
Revenue Channel: 06
Order Date: 9/19/2013 6:15:17 PM
P.O. Number:**Order Contact Information**

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Emily	Christodoulides	emily.christodoulides@dallascityhall.com		Order Confirmation Contact	28

Internal Comments■ Worksheet West Complete: <https://ordermation.west.thomson.com/esigs/of.aspx?orderidgroupid=87b5d65899564792b2c6ec0959a1f716&pfv=true>■ OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&orderidgroupid=8fcbdc3537a446681061fad3ccbe5df&isofview=yes>**New Products - Print**

Qty	Product	Material ID	Program Details	Program Codes	List Price	Other	Net Price
1	West Complete Library	40666420	Gov WP to WCMP	601817076373	Monthly: \$2,014.91		Monthly: \$2,014.91

New Subscriptions to include in West Complete:

Qty	Material ID	Description
1	13514625	Housing Discrimination: Law and Litigation

1	13515826	McQuillin Municipal Law Report
1	13516075	Ordinance Law Annotations
1	40329979	Texas Finance Code, 2014 ed. (West's® Texas Statutes and Codes)
27	22069760	Texas Local Government Code, 2014 ed. (West's® Texas Statutes and Codes)
3	22118680	Texas Property Code, 2014 ed. (West's® Texas Statutes and Codes)
1	40287248	Westlaw Journal Bankruptcy
1	40211125	Westlaw Journal Employment
1	40211134	Westlaw Journal Environmental
1	40244184	Westlaw Journal Expert & Scientific Evidence

Existing Subscriptions to Include in West Complete:

Qty	Material ID	Description
1	22035157	BANKRUPTCY CODE RULES AND FORMS PAM SUB
1	15274869	CIVIL RIGHTS AND CIVIL LIBERTIES LITIGATION: LAW OF SECTION 1983 SUB
1	13512614	CONSTRUCTION INDUSTRY FORMBOOK SUB
1	17738407	TX ADMIN CODE T16 SUB
1	17737837	TX ADMIN CODE T30 SUB
9	22061301	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAM SUB
1	22057568	FEDERAL ENVIRONMENTAL LAWS SUB
1	14690156	TX ENVIRONMENTAL LAWS ANNO PAM SUB
1	13514507	HOUSING DISCRIMINATION PRACTICE MANUAL SUB
1	14691814	TX PROBATE CODE ANNO SUB
1	13510727	TX PENAL CODE ANNO PAM SUB
1	13510727	TX PENAL CODE ANNO PAM SUB
2	13510727	TX PENAL CODE ANNO PAM SUB
1	14791207	LAND USE AND ENVIRONMENT LAW REVIEW SUB
1	13515079	LOCAL REGULATIONS FOR ADULT BUSINESS SUB
1	13515834	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS SUB
1	17738452	TX ADMIN CODE T31 SUB
1	14850572	TX FAMILY CODE ANNO WITH CD ROM (SAMPSON AND TINDALL) SUB
1	15241257	STATE AND LOCAL GOVERNMENT LAND USE LIABILITY SUB
1	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
3	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
2	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
6	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
1	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
1	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
1	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
3	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
1	22024066	TX CIVIL PRACTICE AND REMEDIES CODE PAM SUB
1	13510697	TX CONSTRUCTION LAW MANUAL SUB
2	22064335	TX PROBATE CODE PAM SUB
1	22064335	TX PROBATE CODE PAM SUB
1	22064335	TX PROBATE CODE PAM SUB
1	22064335	TX PROBATE CODE PAM SUB
1	22069760	TX LOCAL GOVERNMENT CODE PAM SUB
2	22069760	TX LOCAL GOVERNMENT CODE PAM SUB
5	22069760	TX LOCAL GOVERNMENT CODE PAM SUB
4	22069760	TX LOCAL GOVERNMENT CODE PAM SUB
3	22013595	TX PENAL CODE PAM SUB
1	22013595	TX PENAL CODE PAM SUB
1	22013595	TX PENAL CODE PAM SUB
1	22013595	TX PENAL CODE PAM SUB
2	22013595	TX PENAL CODE PAM SUB
2	22013595	TX PENAL CODE PAM SUB
1	22013595	TX PENAL CODE PAM SUB
4	22013595	TX PENAL CODE PAM SUB
2	22013595	TX PENAL CODE PAM SUB
1	22013595	TX PENAL CODE PAM SUB
2	22118680	TX PROPERTY CODE PAM SUB
3	22118680	TX PROPERTY CODE PAM SUB
2	22118680	TX PROPERTY CODE PAM SUB
13	22118680	TX PROPERTY CODE PAM SUB
1	22118680	TX PROPERTY CODE PAM SUB
1	40753417	TX LOCAL KEYRULES PAMPHLET VOLUME IIIA SUB
1	40753417	TX LOCAL KEYRULES PAMPHLET VOLUME IIIA SUB
2	40753417	TX LOCAL KEYRULES PAMPHLET VOLUME IIIA SUB
1	40753417	TX LOCAL KEYRULES PAMPHLET VOLUME IIIA SUB

1 40753417 TX LOCAL KEYRULES PAMPHLET VOLUME IIIA SUB
 1 40277392 TX CR LOCAL V3 SUB
 1 40277392 TX CR LOCAL V3 SUB
 1 40277392 TX CR LOCAL V3 SUB
 1 40277392 TX CR LOCAL V3 SUB
 2 40277392 TX CR LOCAL V3 SUB
 2 17833334 TX COURT RULES STATE AND FEDERAL PAMPHLETS VOLUMES I-II SUB
 20 17833334 TX COURT RULES STATE AND FEDERAL PAMPHLETS VOLUMES I-II SUB
 1 15347785 TX COURT RULES STATE PAMPHLET VOLUME I SUB
 2 15347785 TX COURT RULES STATE PAMPHLET VOLUME I SUB
 1 15347785 TX COURT RULES STATE PAMPHLET VOLUME I SUB
 1 15347785 TX COURT RULES STATE PAMPHLET VOLUME I SUB
 1 13517322 STATISTICS OF DISCRIMINATION SUB
 1 22085979 TX VERNONS RULES ANNO CIVIL PROCEDURE SUB
 1 22044954 TX VERNONS ANNO STAT SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Term"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly West Complete Print Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above.

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal:	N/A
*Shipping:	TBD
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term: \$2,014.91	

Order subtotal does not include subscriptions, tax, or any expedited shipping charges.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is **STRICTLY PROHIBITED**. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 484269



Signature of Authorized Representative for order

Warren M. S. Ernst

Printed Name

City Attorney

Title

10-24-13

Date

© 2013 West, a Thomson Reuters business. All rights reserved.



THOMSON REUTERS™

Government Accounts Only

Addendum to West Order Forms with Assured Print Pricing Service, West Complete or Library Savings Plan

Subscriber: DALLAS CITY ATTORNEY

Account #: 1000811980

Date of Order Form: _____

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of the Minimum Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement on Subscriber's letterhead documenting the reason for cancellation, including the relevant statutory or other legal authority for cancelling (if applicable), and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

[Signature]

Accepted by: Phillip Ukes

Title: SC SAM Consultant

Date: 10/30/13

Subscriber

Signed: [Signature]

Name (please print): Emily Christodoulides

Title: Legal Office Administrator

Date: 10.24.13

APPROVED AS TO FORM:
WARREN M. S. ERNST
CITY ATTORNEY

BY [Signature]
City Attorney

CITY OF DALLAS
A. C. GONZALEZ
Interim City Manager

BY [Signature]
Assistant City Manager

WHEREAS, access to comprehensive legal research print materials is vital to the City Attorney's Office's ability to provide legal services; and,

WHEREAS, West Publishing Corporation d/b/a West, a Thomson Reuters Business has offered to provide legal research print materials to the City at reasonable rates; and,

WHEREAS, obtaining such services at the terms proposed would be in the best interests of the City; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a contract with West Publishing Corporation d/b/a West, a Thomson Reuters Business (259347), for legal research print materials for the period beginning October 1, 2013 through September 30, 2016, in an amount not to exceed \$76,236.00, subject to annual appropriations.

Section 2. That the City Controller is authorized, subject to annual appropriations, to make subsequent monthly payments in arrears only under the contract as follows:

<u>Fiscal</u> <u>Year</u>	<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Obj.</u>	<u>Encumbrance#</u>	<u>Total</u> <u>Amount</u>
2013-14	0001	ATT	1307	3070	ATT130709L063	\$24,180.00
2014-15	0001	ATT	1307	3070	ATT130709L064	\$25,392.00
2015-16	0001	ATT	1307	3070	ATT130709L065	\$26,664.00

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



WHEREAS, access to comprehensive legal research print materials is vital to the City Attorney's Office's ability to provide legal services; and,

WHEREAS, West Publishing Corporation d/b/a West, a Thomson Reuters Business has offered to provide legal research print materials to the City at reasonable rates; and,

WHEREAS, obtaining such services at the terms proposed would be in the best interests of the City; **Now, Therefore,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a contract with West Publishing Corporation d/b/a West, a Thomson Reuters Business (259347), for legal research print materials for the period beginning October 1, 2013 through September 30, 2016, in an amount not to exceed \$76,236.00, subject to annual appropriations.

Section 2. That the City Controller is authorized, subject to annual appropriations, to make subsequent monthly payments in arrears only under the contract as follows:

<u>Fiscal</u> <u>Year</u>	<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Obj.</u>	<u>Encumbrance#</u>	<u>Total</u> <u>Amount</u>
2013-14	0001	ATT	1307	3070	ATT130709L063	\$24,180.00
2014-15	0001	ATT	1307	3070	ATT130709L064	\$25,392.00
2015-16	0001	ATT	1307	3070	ATT130709L065	\$26,664.00

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

OCT 23 2013

Eric C. Davis
City Secretary