

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

723



**FROM:** Law Offices of the Public Defender

**SUBMITTAL DATE:**  
June 2, 2014

**SUBJECT:** Approval of Sole Source Agreement with WestlawNext for Online Subscription Services for the Law Offices of the Public Defender. [\$189,550 total]; General Fund 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the sole source agreement with WestlawNext and authorize the Chairman to sign the three-year online subscription agreement on behalf of the Board of Supervisors, equaling \$63,365 per year, minus a two month savings the first year, and;
2. Authorize the Purchasing Agent to exercise annual renewals for a maximum of two additional years with an increase of 3% per year; and to sign amendments that do not substantially change the agreement, and;
3. Direct the Clerk of the Board to return three original signed agreements to the Law Offices of the Public Defender.

**BACKGROUND:**

**Summary**

The Law Offices of the Public Defender require access to online database research for legal resources of various law libraries, public records, news, precedent-setting court cases, real property, and business information. (continued on page 2)

\_\_\_\_\_  
Steven L. Harmon  
Public Defender

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ 0	\$ 57,059	\$ 189,550	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 57,059	\$ 189,550	\$ 0	

<b>SOURCE OF FUNDS:</b> Public Defender Department Budget	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 14/15 - 16/17

**C.E.O. RECOMMENDATION:** APPROVE

BY   
\_\_\_\_\_  
Stephanie Persi

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 NEAL R. KIPNIS  
 DATE: 6/3/14  
 Purchasing:   
 Mark Seiler, Assistant Director  
 Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**Prev. Agn. Ref.:**

**District:** ALL

**Agenda Number:**

3-45

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of Sole Source Agreement with WestlawNext for Online Subscription Services  
for the Law Offices of the Public Defender. [\$189,550 total]; General Fund 100%**

**DATE: June 2, 2014**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

The Law Offices of the Public Defender require access to online database research for the legal resources of various law libraries, public records, news, precedent setting court cases, real property, and business information. The WestlawNext database provides essential information to the Attorneys, Investigators, and Paralegals; and according to Ordinance 459.3, subscriptions to publications are exempt from the bid process.

The program is essential to all our attorneys as we no longer exclusively rely on books for legal resources. Legal reference books can also be more costly to order and update than the service WestlawNext can provide the department. We cannot find the law or perform effective legal research on any given issue without access to an online legal research database. Under standards applicable to modern day representation of criminal defendants, a law firm cannot provide competent representation without a legal search program like Westlaw or LexisNexis. Under the State Bar Act and Rules of Professional Conduct we are required to make ourselves competent in the representation of those accused of crime. Doing criminal defense work without the ability to research and find the law is prima facie incompetent representation (See Cal. Rules of Prof. Cond., rule 3-110 [member must be competent in (1) diligence, (2) learning, and (3) skill.]) Further, competent representation of those accused of crime is mandated by the State and Federal Constitutions. A failure to provide competent representation due to the inability to research and find the law could result in lawsuits for incompetency of counsel. Both the District Attorney and County Counsel also rely upon either Westlaw or LexisNexis programs.

**Impact on Residents and Businesses**

None

**SUPPLEMENTAL:**

**Additional Fiscal Information**

As an incentive to purchase their product, WestlawNext is providing their services free of charge for the months of July and August. After the first year, there will be a 3% increase in the contract pricing per year.

1st year = \$57,059.10; 2nd year = \$65,266.36; 3rd year = \$67,224.35; Total = \$189,550

**Contract History and Price Reasonableness**

Prior to this contract, another vendor was used for these services. Both vendors have made a presentation to the department. The Department has decided to use WestlawNext because it offers over 7000 hours of "Mandatory Continuing Legal Education" or "MCLE" online trainings at no additional charge within the subscription that has been selected. This is a tremendous benefit to our attorneys in order to keep up with their mandated educational requirements. Further, after reviewing both presentations, the office believes that WestlawNext is more user-friendly for all staff. Currently, the office uses a companion service from Westlaw. By purchasing WestlawNext, this consolidates the Department's online subscription services and integrates its online processes. This should improve research time for both attorneys and investigators. The Department believes that the services WestlawNext offers will allow our attorneys and staff to provide the best possible defense for the County's indigent population.

Date: June 2, 2014  
From: Steve Harmon Department/Agency: Public Defender  
To: Board of Supervisors/Purchasing Agent  
Via: Purchasing Agent  
Subject: Sole Source Procurement; Request for WestlawNext Online Subscription

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Online Subscription
2. **Supplier being requested:** WestlawNext
3. **Alternative suppliers that can or might be able to provide supply/service:** WestlawNext offers an online subscription service that is similar to LexisNexis.
4. **Extent of market search conducted:** Both vendors have presented their service to the department.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** WestlawNext offers over 7000 hours of "Mandatory Continuing Legal Education" or "MCLE" online trainings at no additional charge within the subscription that has been selected. This is a tremendous benefit to our attorneys in order to keep up with their mandated educational requirements. Further, after reviewing both presentations, the office believes that WestlawNext is more user-friendly for all staff. Currently, the office uses a companion service from Westlaw. By purchasing WestlawNext, this consolidates the Department's online subscription services and integrates its online processes. This should improve research time for both attorneys and investigators.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Online legal research is clearly the standard of care in today's modern legal world. This is because online subscriptions are up-to-date and searchable. But in addition to case research, the needs of the office also demand that our attorneys be trained regularly; that is why the offer of thousands of MCLE hours is so appealing. The Department believes that the services WestlawNext offers will allow our attorneys and staff to provide the best possible defense for the County's indigent population.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** As an incentive to purchase their product, WestlawNext is providing their services free of charge for the months of July and August. The total cost for WestlawNext will be \$63,365 per fiscal year.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** This contract is for a 3 years. Beyond that, there is no obligation.
9. **Period of Performance:** 3 years

M. W. Harmon  
Department Head Signature

6-2-14  
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 67,224<sup>35</sup>    One time     Annual Amount through 6-30-2017

M. W. Harmon

6-3-14

15-022

Purchasing Agent

Date

Approval Number  
(Reference on Purchasing Documents)



THOMSON REUTERS

# Order Notification

Contact your representative [duke.kang@thomsonreuters.com](mailto:duke.kang@thomsonreuters.com) with any questions. Thank you.

Order ID: **566228**

## Subscriber Information

### Account Address:

Account #: **1000527043**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
4200 ORANGE ST 1ST FL  
RIVERSIDE, CA 92501  
US  
951-955-8990

### Shipping Address:

Account #: **1000527043**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
4200 ORANGE ST 1ST FL  
RIVERSIDE, CA 92501  
US  
951-955-8990

### Billing Address:

Account #: **1000527043**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
4200 ORANGE ST 1ST FL  
RIVERSIDE, CA 92501  
US  
951-955-8990

## Payment and Shipping Information

### Payment Method:

Payment Method: **WestAccount**  
Account Number: **1000527043**

### Shipping Information:

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

## Additional Information

Created By:  
Order Source: **27**  
Revenue Channel: **01**  
Order Date: **5/27/2014 4:35:47 PM**  
P.O. Number:  
Additional Data B: **137**

## Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Amanda	De Gasperin	ALDeGasperin@co.riverside.ca.us		Order Confirmation Contact	28
Eric	Keen	EKeen@co.riverside.ca.us		Primary Password Contact	24
Eric	Keen	EKeen@co.riverside.ca.us		Quickview Contact	Quickview

## Internal Comments

- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=2b6446f2a1e4434aac71189e17267cf1&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=fd7a6c6f7bfe47aea23bf19533016774&isofview=yes>

## New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™); (Banded)	40988734

Modules to include in Custom PRO:

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
41018688	Criminal Secondary Library — California (WestlawNext™);
40983467	Graphical Statutes, PastStat Locator™, State Legislative History Bundle — California (WestlawNext™);
40519199	West LegalEdcenter®

**Special Options: Short-Term Bridge/Contract 2 Months**

Monthly charges, ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for non CD-ROM products the Monthly Charges will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of **36 months** and the Monthly Charges for the second 12 months not to increase by more than **3%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **3%** over the Monthly Charges for the second 12 months.

**NON-GOVERNMENT SUBSCRIBERS ONLY:**

Upon conclusion of the Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly 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 Charge 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. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of any product shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

**GOVERNMENT SUBSCRIBERS ONLY:**

Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the respective Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

**137** attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Keen, Eric		Attorney	

**WLEC Passwords:**

User	Type	Position	Email	Prac Area 1	Juris 1	Prac Area 2	Juris 2
Keen, Eric	WLEcAdmin	Attorney	EKeen@co.riverside.ca.us	Criminal Law & Procedure	California		

<b>Order Subtotal:</b>	N/A
<b>* Estimated Tax:</b>	TBD
<b>Order Total:</b>	\$0.00
<b>Products Under 36 month contract term:</b>	\$3,153.15
<b>** Billed Monthly Total:</b>	\$3,153.15

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

**BRIDGE AMENDMENT AVAILABLE ONLY TO NEW WESTLAW and/or HOSTED PRACTICE SOLUTIONS PRODUCTS SUBSCRIBERS**

**Amendment to Research Subscriber Agreement and/or Hosted Practice Solutions Subscriber Agreement** between customer stated above in this contract ("Subscriber") and West, a Thomson Reuters business ("West") as follows:

1. **Effect of Amendment.** The underlying Research Subscriber Agreement and/or Hosted Practice Solutions Subscriber Agreement, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement(s)"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement(s) shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement(s). This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

**2. Term and Termination.** The Subscriber Agreement(s) and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth herein.

**3. WestlawPRO and/or Practice Solutions Products Bridge**

3.1 From the effective date of this Amendment and continuing for two (2) complete calendar months for 40988734 at \$0.00 thereafter ("Period 1"), Subscriber shall receive access to the product(s) elected by Subscriber on the Order at rates set forth herein. All access to and use of Excluded Charges shall be billed to Subscriber at then-current Schedule A rates.

3.2 From the end of Period 1 and continuing through the end of the Minimum Term elected by Subscriber ("Period 2"), Subscriber shall receive access to the product(s) elected by Subscriber on the Order, at the rates set forth therein. All access to and use of Excluded Charges will be billed at the then-current Schedule A rates.

3.3 The Minimum Term shall be extended by the length of Period 1.

3.4 All other terms and conditions of the Subscriber Agreement(s) shall remain unchanged.

**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 Notification 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 Notification may not be assigned sublicensed or otherwise transferred without West's prior written consent. 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.

**Additional Contract Information**

**NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

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 during the Minimum Term or Renewal 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, the Subscriber Agreement 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 documenting the reason for cancellation, including the relevant statutory authority for cancelling, 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 (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

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

**Signature for Order ID: 566228**

The following, individually or jointly, as applicable (“Subscriber Agreement and Schedule A”) is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

and the following if applicable when ordering Hosted Practice Solutions

- Hosted Practice Solutions Subscriber Agreement (located at <http://legalsolutions.com/hosted-practice-solutions-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>)

• West LegalEdcenter Subscriber Agreement (located at <http://legalsolutions.com/west-legalcenter-subscriber-agreement>) (for West LegalEdcenter products)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

_____	_____
Signature of Authorized Representative for order	Title
_____	_____
Printed Name	Date

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THOMSON REUTERS

# Order Notification

Contact your representative [duke.kang@thomsonreuters.com](mailto:duke.kang@thomsonreuters.com) with any questions. Thank you.

Order ID: **566203**

## Subscriber Information

### Account Address:

Account #: **1003939132**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
ACCOUNTING  
4200 ORANGE ST  
RIVERSIDE, CA 92501  
US  
951-955-6000

### Shipping Address:

Account #: **1003939132**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
ACCOUNTING  
4200 ORANGE ST  
RIVERSIDE, CA 92501  
US  
951-955-6000

### Billing Address:

Account #: **1003939132**  
RIVERSIDE COUNTY PUBLIC  
DEFENDER  
ACCOUNTING  
4200 ORANGE ST  
RIVERSIDE, CA 92501  
US  
951-955-6000

## Payment and Shipping Information

### Payment Method:

Payment Method: **WestAccount**  
Account Number: **1003939132**

### Shipping Information:

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

## Additional Information

Created By: **0058013**  
Order Source: **27**  
Revenue Channel: **01**  
Order Date: **5/28/2014 12:06:00 AM**  
P.O. Number:  
Additional Data B: **35**

## Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Leah	Hertz	LEHertz@co.riverside.ca.us		Order Confirmation Contact	28
Leah	Hertz	LEHertz@co.riverside.ca.us		Primary Password Contact	24
Leah	Hertz	LEHertz@co.riverside.ca.us		CLEAR® Primary Account Contact	46
Leah	Hertz	LEHertz@co.riverside.ca.us		My Account Administrator	My Account
Leah	Hertz	LEHertz@co.riverside.ca.us		Quickview Contact	Quickview

## Internal Comments

■ Exception Approval Code:E136691

■ OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=5c3aeeb0673e404590a7e3f1bade7375&isofview=yes>

**Account and IP Address info for CLEAR Products**

**Technical Contact for CLEAR Products**

**Name:** Leah Hertz

**Phone:** 951-955-6048

**Email:** LEHertz@co.riverside.ca.us

**IP Address Section – Only External IP Address(es) or Range(s) Must Be Provided**

**Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:**

- **IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.**
- **IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 – 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 – 192.168.255.255, 169.254.0.0 – 169.254.255.255.**
- **All IP addresses must be IPv4 addresses.**

**Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber**

**IP Addresses:** 000.000.000.000 To 000.000.000.000

**Subscriber's Internet Service Provider Name:** County of Riverside

All CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

**New Products - WestlawPRO/CD/WLEC/Other**

Qty	Product	Material ID
1	CLEAR Plus Web Analytics (Banded)	41011056

Monthly Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly Charges will be billed as set forth herein. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case.

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than 3% over the Monthly Charges for the initial 12 months and Monthly Charges for the third 12 months not to increase by more than 3% over the Monthly Charges for the second 12 months.

35 CLEAR users at Subscriber's location identified above.

**Non-Government Subscribers Only:** Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Notification will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term(s) will increase by 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 different Monthly Charge increase different form 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Government Subscribers Only:** Upon conclusion of the Minimum Term, the Monthly Guarantee will be billed thereafter at up to then-current rates. Excluded Charges and Monthly Guarantee (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**User Information** You have requested access for the following users:

User	Position	Email	Phone
Caballero, Carlota	CLEAR INVEST CONTACT	CCaballe@co.riverside.ca.us	760-863-7081
Demny, John	CLEAR INVEST CONTACT	JPDemny@co.riverside.ca.us	
Estrada, Richard	CLEAR INVEST CONTACT	restrada@co.riverside.ca.us	
Grosskopf, Steve	CLEAR INVEST CONTACT	SKGrossk@co.riverside.ca.us	
Hutton, Andrew	CLEAR INVEST CONTACT	alhutton@co.riverside.ca.us	
Joseph, Elia	CLEAR INVEST CONTACT	EJoseph@co.riverside.ca.us	
Judd, Steven	CLEAR INVEST CONTACT	skjodd@co.riverside.ca.us	
King, Scott	CLEAR INVEST CONTACT	TSKing@co.riverside.ca.us	
Lemasters, Roger	CLEAR INVEST CONTACT	rwlemast@co.riverside.ca.us	
Macrorie, Jane	CLEAR INVEST CONTACT	JTMacrorie@co.riverside.ca.us	
Moran, Larry	CLEAR INVEST CONTACT	LWMoran@co.riverside.ca.us	
Rodela, Frank	CLEAR INVEST CONTACT		
Stablein, Penni	CLEAR INVEST CONTACT	pstablei@co.riverside.ca.us	
Sylvester, Bill	CLEAR INVEST CONTACT		
Tanner, Andrew	CLEAR INVEST CONTACT		
Threadgold, Christy	CLEAR INVEST CONTACT	CTHreadg@co.riverside.ca.us	
Van Arsdale, Bruce	CLEAR INVEST CONTACT	BDVArsdale@co.riverside.ca.us	
Vance, Mel	CLEAR INVEST CONTACT		
Vasquez, George	CLEAR INVEST CONTACT	gvasquez@co.riverside.ca.us	

<b>Order Subtotal:</b>	N/A
<b>Order Total:</b>	\$0.00
<b>Products Under 36 month contract term:</b>	\$2,127.30
<b>* Billed Monthly Total:</b>	\$2,127.30

\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase and other terms and conditions set forth herein.

**Lapse Subscriptions**

Active Subscriptions to Lapse	Contract Number	Material ID
CLEAR PLUS WEB ANALYTICS	0119915077	41011157

**Passwords** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**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. All payments are due 30 days from date of invoice. 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 charges. If any charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's respective 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 non-transferable This Order Form may not be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. 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.

**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 Fixed Rate Only** In the event Subscriber's actual charges (at then-current Schedule A rates) exceed the then-current Monthly Charges by more than ten times in any month, West may at its option, limit access to live gateways thereafter, request that the parties enter into good faith negotiations or, upon 10 days written notice to Subscriber, terminate the Subscriber Agreement.

**Returns** CLEAR Charges are non-refundable.

Subscriber by his/her signature below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:

Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her signature, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

Subscriber shall not use any Data, and shall not 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 Subscriber Agreement.

CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

#### **Additional Contract Information**

#### **NON-AVAILABILITY OF FUNDS FOR CLEAR GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

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 during the Minimum Term or Renewal 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, the Subscriber Agreement 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 documenting the reason for cancellation, including the relevant statutory authority for cancelling, 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.

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

**Signature for Order ID: 566203**

**The following, individually or jointly, as applicable (“Subscriber Agreement and Schedule A”) is/are hereby incorporated by reference and made part of this Order Form:**

•Applicable Schedule A price plan (located at <http://legalsolutions.com/schedule-a-westlaw-clear>)(for CLEAR Services)

•Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement, and Schedule A and this Order.

_____	_____
Signature of Authorized Representative for order	Title
_____	_____
Printed Name	Date

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