

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



ITEM: 3.26
(ID # 15698)

MEETING DATE:

Tuesday, August 17, 2021

FROM : PUBLIC DEFENDER:

SUBJECT: PUBLIC DEFENDER: Approve the West Proflex Subscription – Thomson Reuters Order Form, Order ID: Q-01223204 and Addendum to West Order Form with West Publishing Corporation for 5 years, All Districts. [Total Cost - \$384,449, Public Defender General Fund Budget 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the West Proflex Subscription – Thomson Reuters Order Form, Order ID: Q-01223204 and Addendum to West Order Form with West Publishing Corporation for an online subscription to law publications for a total amount of \$384,449 and authorize the Chair to sign the five-year (with the option to “opt-out” at the end of each year) Order Form and Addendum agreement on behalf of the County, and
2. Direct the Clerk of the Board to return three original signed agreements to the Law Offices of the Public Defender.

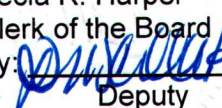
ACTION:Policy


Steven Harmon, Public Defender 7/19/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 17, 2021
xc: PD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 75,367	\$ 76,121	\$ 384,449	\$0
NET COUNTY COST	\$ 75,367	\$ 76,121	\$ 384,449	\$0
SOURCE OF FUNDS: Public Defender Budget - 100%			Budget Adjustment:	No
			For Fiscal Year:	21/22 – 26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Public Defender’s Office requires access to online database subscription for legal research. Under the State Bar Act and Rules of Professional Conduct, the department is required to be 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. Conduct, Rule 3-110 [member must be competent in (a) 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.

To conduct legal research, the Public Defender’s Office use an on-line service, Westlaw Classic. Westlaw’s platform is now called, Westlaw Edge, and provides the next generation of legal research, the most advanced citator service, the easiest way to see statutory changes, integrated litigation analytics, all powered by state-of-the-art artificial intelligence and built upon more than 100 years of editorial enhancement. Westlaw Edge is the only legal research solution that includes warning on implicitly overruled or abrogated cases even where the case does not cite to overruled authority. According to Ordinance 459.3, subscriptions to publications are exempt from the bid process.

As more justice reform laws are being implemented at the county Superior Court level, there will be more unsettled laws throughout the state being litigated at the appellate level and the circuit level. Having access to this platform will allow the Public Defender’s Office to research in the cutting edge of new laws. The Department believes that the services of Westlaw Edge with Litigation Library will allow our attorneys and staff to provide the best possible defense for the County’s indigent population.

Impact on Residents and Businesses

This agreement will provide the tools necessary for our attorneys and staff to provide the best possible defense for the County’s indigent population.

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

Additional Fiscal Information

The 5-year cost for this online subscription service for legal research is: \$384,449. The cost per year is as follows:

FY 2021/2022: \$75,367
FY 2022/2023: \$76,121
FY 2023/2024: \$76,882
FY 2024/2025: \$77,651
FY 2025/2026: \$78,427

As an incentive to purchase their product Westlaw has agreed to a 1% annual increase if the county agree to a five-year contract term, with the option to “opt-out” at the end of each year.

Contract History and Price Reasonableness

This is a 5-year contract with a 1% increase each year. There is an “opt-out” option at the end of each renewing year. The Law Offices of the Public Defender has contracted with West Group since 2014 for their online legal research database subscription services. The products offered are exclusive in content, features and services.

Ordinance 459 allows for the award of agreements for subscriptions to publications without competitive bidding due to the prescribed service.

ATTACHMENTS:

Attachment A: Order Form (Order ID Q-01223204 between West Publishing Corporation and Riverside County Public Defender and
Attachment B: Addendum (to Order ID Q-01223204)


Tina Grande, Director of Purchasing and Fleet Services 8/5/2021


Cheryl Williams 8/9/2021


Gregory Priamos, Director County Counsel 8/9/2021



THOMSON REUTERS

Order Form

Order ID: Q-01223204

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000527043
RIVERSIDE COUNTY PUBLIC DEFENDER
4075 MAIN ST STE 100
RIVERSIDE CA 92501-3701 US

"Customer"

Shipping Address

Account #: 1000527043
RIVERSIDE COUNTY PUBLIC DEFENDER
4075 MAIN ST STE 100
RIVERSIDE CA 92501-3701 US

Billing Address

Account #: 1000527043
RIVERSIDE COUNTY PUBLIC DEFENDER
4075 MAIN ST STE 100
RIVERSIDE, CA 92501-3701 US

This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$6,280.62	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

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.

Banded Product Subscriptions. You certify your 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 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

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at <https://static.legalsolutions.thomsonreuters.com/static/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.

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.

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 will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, 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 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

AUG 17 2011 3:24

FORM APPROVED COUNTY COUNSEL
BY NEW PERRY 7/13/21
ESEN E. SAINZ DATE

West, a Thomson Reuters business

Signed [Signature]
Name Linda M. Burton
Title SSCMC
Date 7/13/21

ATTEST:
KECIA R. HARPER, Clerk
By [Signature] DEPUTY

This Order Form will expire and will not be accepted after 7/29/2021.

© 2021 West, a Thomson Reuters business. All rights reserved.

Printed Name KAREN SPIEGEL
Signature of Authorized Representative for order [Signature]
Date AUG 17 2021
Title CHAIR, BOARD OF SUPERVISORS
Acknowledgement: Order ID: 0-01223204

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 official 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.

Additional Order Form Terms and Conditions

- Campus Research
- Contract Express
- Hosted Practice Solutions
- Pro View eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

the Order Form, the product specific terms control.
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.legalisolutions.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

rates

Transportation Charges. Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier details regarding our policies on returns and refunds.

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.legalisolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional

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.

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.

Attachment
 Order ID: Q-01223204
 Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

THOMSON REUTERS



Payment, Shipping, and Contact Information
 Order Confirmation Contact (#28)
 Contact Name: Oliver, Christopher
 Email: cpoliver@rivco.org
 Billing Contact
 Contact Name: Christopher Oliver
 Email: cpoliver@co.riverside.ca.us
 Payment Method: Bill to Account
 Account Number: 1000527043
 Shipping Information:
 Shipping Method: Ground Shipping - U.S. Only

Account Number	Account Name	Account Address	Action
1000527043	RIVERSIDE COUNTY PUBLIC DEFENDER	4075 MAIN ST STE 100 RIVERSIDE CA 92501-3701 US	New

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
140	Atomneys	42077755	Gvt - Analytical Plus for Government
140	Atomneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
140	Atomneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
140	Atomneys	42510228	Gvt - Westlaw Edge™ National Primary

Account Contact	Account Contact	Account Contact	Customer Type Description
Christopher	Oliver	cpoliver@rivco.org	EML PSWD CONTACT

Sub Material	Lapsed Products
41940133	Active Subscription to be Lapsed
	Government Plan 576-600 (Westlaw PRO™)

Material #	Product Name	Year 1 Monthly Charges	% Incr	Year 2 Monthly Charges	% Incr	Year 3 Monthly Charges	% Incr	Year 4 Monthly Charges	% Incr	Year 5 Monthly Charges
40757482	West Proflex	\$6,280.62	1.00%	\$6,343.43	1.00%	\$6,406.86	1.00%	\$6,470.93	1.00%	\$6,535.64

Charges During Minimum Term
 Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



Addendum to West Order Form - Order ID: Q-01223204

Subscriber: RIVERSIDE COUNTY PUBLIC DEFENDER

Account #: 1000527043

1. **Effect of Addendum.** The Order Form is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If 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 will control.

2. **Modification of Order Form – Minimum Terms.** The following sentence is added to this section: "In spite of anything to the contrary in the Agreement, you may opt out of this Agreement by providing 60 days prior written notice to be effective at the end of any corresponding 12-month period."

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Linda M. Burton

Accepted By Linda M. Burton

Title SSCMC

Date 7/20/21

Subscriber

Signed *Karen S. Spiegel*

Name (please print) KAREN SPIEGEL

Title CHAIR, BOARD OF SUPERVISORS

Date AUG 17 2021

FORM APPROVED COUNTY COUNSEL

BY *Esen E Sainz* 7/20/21
ESEN E SAINZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By *Yvonne Kasso*
DEPUTY