

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



ITEM: 3.30
(ID # 20672)

MEETING DATE:

Tuesday, December 13, 2022

FROM : PUBLIC DEFENDER:

SUBJECT: PUBLIC DEFENDER: Approval of the Thomson Reuters Order Form, Order ID: Q-03971735, Amending Agreement No. 191683 with West Publishing Corporation for Westlaw Proflex Subscription Services. All Districts. [Total Cost - up to \$41,346 in additional compensation; Public Defender Budget 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the modified agreement with Thomson Reuter Order Form Order ID: Q-03971735, agreement No. 191683 with West Publishing Corporation for Westlaw Proflex Subscription Services to increase the monthly agreement amount by up to \$749 for an additional total amount of increase not to exceed \$41,346 for the remainder of the 5 year contract, and;
2. Authorize the Chair of the Board to sign the Order Form on behalf of the County, and
3. Direct the Clerk of the Board to return three original signed agreements to the Law Offices of the Public Defender.

ACTION:

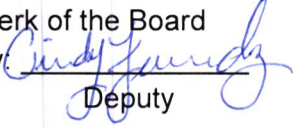

Steven Harmon, Public Defender 11/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
xc: Public Defender

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	\$ 4,494	\$ 9,072	\$ 41,346	\$ 0
NET COUNTY COST	\$ 4,494	\$ 9,072	\$ 41,346	\$ 0
SOURCE OF FUNDS: Public Defender Budget 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Westlaw is an online legal research platform with a variety of subscription tiers. The Office of the Public Defender uses Westlaw as a database to search case law, statutes and as a source of other legal information. The Office of the Public Defender requires a modification to their current Westlaw legal research subscription to add 20 more subscribers to their service, due to the addition of attorneys.

Impact on Residents and Businesses

The Public Defender's office expects no impact on private residents or private businesses.

Additional Fiscal Information

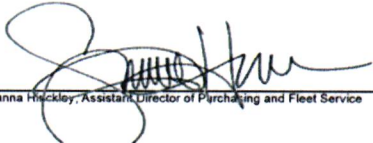
The total cost of this subscription is approximately \$7,029 monthly/\$84,348 annually, with a one percent (1%) annual increase. This is an additional increase of approximately \$8,981 yearly from the original contract. This is a 5-year subscription that started on August 27, 2021. The total increased amount will not exceed \$41,346.

Financial Data	Remainder FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total Increased Cost
Additional Ongoing Costs (Monthly)	\$749	\$756	\$764	\$772	\$779	
Total Increased Costs	\$4,494	\$9,072	\$9,168	\$9,264	\$9,348	\$41,346
Source of Funds	General Fund 100%					Budget Adjustment: NO FY 22/23

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

ATTACHMENT A. Original Signed Contract: Order ID Q-01223204

ATTACHMENT B. Contract Modification: Order ID Q-03971735



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

11/21/2022



Rebecca S Cortez, Principal Management Analyst

12/6/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel

12/5/2022



THOMSON REUTERS

Order Form

Order ID: Q-03971735

Contact your representative kristina.tierney@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

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

“Customer”

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	0000191683	\$7,029.43

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

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 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 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.

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->

DEC 13 2022 3.30

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

Acknowledgement: Order ID: O-03971735

Signature of Authorized Representative for order

JEFF HEWITT

Printed Name

CHAIR, BOARD OF SUPERVISORS

Title

Date

12/13/2022

This Order Form will expire and will not be accepted after 12/16/2022.

FORM APPROVED COUNTY COUNSEL

BY: *Lisa Sanchez* *12/13/2022*
LISA SANCHEZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By *Cindy Jandy*
DEPUTY

DEC 13 2022 3.30



THOMSON REUTERS

Attachment

Order ID: Q-03971735

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

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000527043

Order Confirmation Contact (#28)

Contact Name: Gweon, Judith
Email: jwgweon@co.riverside.ca.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Judith Gweon
Email jwgweon@co.riverside.ca.us

ProFlex Multiple Location Details

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

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	0000191683		1	Each	Exist
42510228 42510229	Westlaw Edge National Primary Law, Enterprise access, Government	0000191683	140	160	Attorneys	Exist
41988413 41988415	Gvt - West LegalEdcenter For Government (Westlaw PRO™)	0000191683	140	160	Attorneys	Exist
41933475 41933477	Westlaw Litigation Collection, Enterprise access, Government	0000191683	140	160	Attorneys	Exist
42077755 42077754	Westlaw All Analytical, Enterprise access, Government	0000191683	140	160	Attorneys	Exist



THOMSON REUTERS

Attachment

Order ID: Q-01223204

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000527043

Order Confirmation Contact (#28)
Contact Name: Oliver, Christopher
Email: cpoliver@rivco.org

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

eBilling Contact
Contact Name Christopher Oliver
Email cpoliver@co.riverside.ca.us

ProFlex Multiple Location Details

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

ProFlex Product Details

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

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Christopher	Oliver	cpoliver@rivco.org	EML PSWD CONTACT

Lapsed Products

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

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr 1-2	Year 2 Monthly Charges	% Incr Yr 2-3	Year 3 Monthly Charges	% Incr Yr 3-4	Year 4 Monthly Charges	% Incr Yr 4-5	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.

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.

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.

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 rates

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: 0-01223204

FORM APPROVED COUNTY COUNSEL
BY W. E. Sainz 7/13/21 DATE
ESEN E. SAINZ

Karen S. Spiegel
Signature of Authorized Representative for order

CHAIR, BOARD OF SUPERVISORS
Title

KAREN SPIEGEL
Printed Name

AUG 17 2021
Date

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

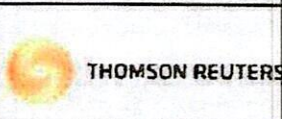
ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

West, a Thomson Reuters business

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



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

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

"Customer"

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-prm-govt-agencies.pdf>

AUG 17 2021 3:26



THOMSON REUTERS

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 *[Signature]*
DEPUTY