



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C11

For the meeting of: March 6, 2018

Date: 12/14/2017

To: Board of Supervisors

From: Kaleb V. Cockrum, Interim Public Defender

Subject: Agreement with Thomson Reuters for Westlaw legal research subscription services.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Ratify former Legal Office Business Manager Stacy Costa's execution of Order Form 752295 and former Public Defender Kevin Robinson's execution of an addendum for Account 1003336345 (both attached), effective March 21, 2016, with Thomson Reuters for Westlaw legal research subscription services.
2. Authorize the Purchasing Agent to execute the attached Ratification Agreement with Thomson Reuters, and execute additional order forms or addenda as necessary to implement the March 21, 2016 through the fiscal year 2018-19.

SOURCE OF FUNDING: General Fund – Public Defender Budget (1100-219)

DISCUSSION:

The Humboldt County Public Defender's Office has been contracting with Thomson Reuters for many years for Westlaw legal research subscription services. The Westlaw subscription allows attorneys to

Prepared by Kaleb V. Cockrum CAO Approval [Signature]

REVIEW:	Auditor <u>[Signature]</u>	County Counsel <u>[Signature]</u>	Human Resources <u>[Signature]</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Wilson Seconded by Supervisor Fennell

Ayes Fennell, Sundberg, Wilson

Nays _____

Abstain _____

Absent Bass, Bohn

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 3/6/18

By: [Signature]
Kathy Hayes, Clerk of the Board

access California and federal statutory and case law. In addition, the Public Defender's Office also receives hardbound legal codes, treatises and practice guides as part of the Westlaw subscription. It is a necessary tool in the practice of law and is used daily in both the Public Defender and Conflict Counsel offices. The attached agreement and associated order forms for Westlaw subscription services would remain in full force and effect for the period of March 21, 2016 through March 21, 2019.

This item comes to the Board after the start date of the attached agreement due to the fact that the initial year of the contract did not rise to the amount needed for Board approval. The Purchasing Policy requires any contract to appear before your Board if the contract obligates the county to spend more than \$50,000 (adjusted annually beginning in Fiscal Year 2014-15 for Consumer Price Index changes). Authority is requested for the Purchasing Agent to execute additional forms and addenda as may be necessary to implement the agreement for the remainder of the term.

FINANCIAL IMPACT:

The total cost for the subscription services set forth in the attached agreement and associated order forms is \$68,219.40. Of that amount more than \$20,000 has already been paid and \$20,208.48 is due in FY 2017-18 and \$21,218.88 is estimated for FY 2018-19. The Public Defender's approved budget for FY 2017-18 already includes this expense. There is no anticipated additional impact on the General Fund.

The cost for each subscription service provided pursuant to the terms and conditions of the attached agreement and associated order forms will be as follows:

First Year (FY 2016-17)	Monthly	Total
Westlaw	\$1,684.04	\$20,208.48
West Complete Library	\$174.03	\$2,088.36
Second Year (FY 2017-18)		
Westlaw	\$1684.04	\$20,208.48
West Complete Library	\$182.73	\$2,192.76
Third Year (FY 2018-19)		
Westlaw (3-5 percent increase)	up to \$1,768.24	\$21,218.88
West Complete Library (3-5 percent increase)	up to \$191.87	\$2,302.44
Three Year Total:		\$68,219.40

The recommended action advances your Board's Strategic Framework, core role of enforcing laws and regulations to protect resident and by protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

County Administrative Office

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached agreement and associated order forms for Westlaw subscription services. However, this option is not recommended since it will severely hamper Public

Defender and Conflict Counsel's ability to provide adequate legal services to the county's indigent population.

ATTACHMENTS:

1. Ratification Document

ATTACHMENT A



THOMSON REUTERS™

RATIFICATION AGREEMENT

Subscriber: Humboldt County Public Defender

Account #: 1003336345

Order Form 752295 for Humboldt County Public Defender, 1003336345, signed by Stacey Costa, Legal Office Business Manager on March 21, 2016, and the Addendum to West Order Notification, signed by Kevin S. Robinson, Humboldt County Public Defender on March 21, 2016, are hereby ratified by authorized signatory on behalf of the County of Humboldt, California.

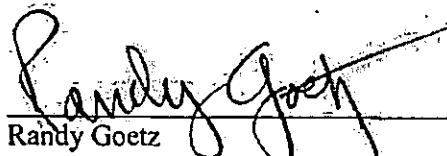
A copy of the Order Form and the Addendum are attached and incorporated herein and are deemed to be in full force and effective from March 21, 2016 through the end of the Minimum Term.

All invoices pending payment for products and services received by Subscriber from March 21, 2016 through the present date shall be paid in full within 30 days of the date of this Ratification Agreement.

Subscriber

I have read all pages and attachments to this Ratification Agreement and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Jeff Glavich
Senior Buyer
Humboldt County Purchasing Team
825 5th Street, Room 112
Eureka, CA 95501



Randy Goetz
Director, Customer Contracts Management
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123



THOMSON REUTERS

Order Form

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

Order ID: 752295

Subscriber Information

Account Address:

Account #: 1003336345
HUMBOLDT COUNTY PUBLIC DEFENDER
STACY COSTA
BETH GIN
1001 4TH ST
EUREKA, CA 95501
US
707-445-7634

Shipping Address:

Account #: 1003336345
HUMBOLDT COUNTY PUBLIC DEFENDER
STACY COSTA
BETH GIN
1001 4TH ST
EUREKA, CA 95501
US
707-445-7634

Billing Address:

Account #: 1003336345
HUMBOLDT COUNTY PUBLIC DEFENDER
STACY COSTA
BETH GIN
1001 4TH ST
EUREKA, CA 95501
US
707-445-7634

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
40988737	Government Select Level 1 States (WestlawNext™) (Banded) <small>Short-Term Bridge/Contract 1 Month See Attachment for Select Product details See Additional Bridge Terms below</small>	15	Atty(s) 30 Pswrds	36	Year2-3% Year3-3%

Print/ProView eBooks Programs

Svc Mat #	Product	Qty	Unit	Minimum Term (Months)	Term Increases
40666420	West Complete Library <small>See Attachment for product details</small>	1	Package	36	Year2-5% Year3-5%

Subscription Services for Print/ProView eBooks Programs

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print products, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. eBooks that are updated receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

If West Complete is designated above and you terminate any West Complete Print product during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted.

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

★ SO

Initials for Automatic Renewal Term for Print/ProView eBook Programs. I request West to continue subscription services for the products designated above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. Each Renewal Term will be twelve months in length. Renewal Monthly Charges will be 7% over the Monthly Charges in effect the month before the Renewal Term starts unless we notify you of a different rate at least 60 days before the Renewal Term. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription:	N/A
Initial order charges for print/eBooks products with updates billed upon shipment:	N/A
Initial Monthly Charges for Products under 36 month Minimum Term:	\$1,795.41

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Miscellaneous

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

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.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. 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.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. 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 United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

The General Terms and Conditions, located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf> apply to all products ordered, purchased or licensed on this Order Form except print. In the event of a conflict 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.

Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

~~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 <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.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.~~

- Hosted Practice Solutions
- CD-ROM Libraries / DVD products
- West LegalEdcenter
- West km software
- Westlaw Doc & Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

Additional Bridge Terms

1. You will receive access to the West product(s) designated above for the Bridge Monthly Charges shown below beginning on the effective date of this Order Form and continuing for a "Bridge Period" of one (1) complete calendar month for 40988737 at \$0.00. At the end of the Bridge Period, your rates and the Minimum Term will be as described in the Order Form.


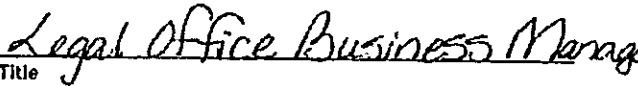
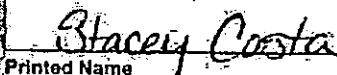
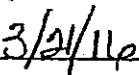
2. All other terms and conditions of the Order Form remain unchanged.

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

Signature for Order ID: 752195

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

 Signature of Authorized Representative for order	 Title
 Printed Name	 Date



THOMSON REUTERS

Attachment

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

Order ID: 752295

Payment and Shipping Information

Payment Method:
Payment Method: WestAccount
Account Number: 1003336345

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

Additional Information

Created By: 0153752
Order Source: 27
Revenue Channel: 01
Order Date: 1/15/2016 12:10:51 PM
P.O. Number:
Additional Data B: 15

Product and User Details

Banded Products for all users below

40988737 Government Select Level I States (WestlawNext™); (Banded)

User	Position	Email
Stacey Costa	Non-Attorney	scosta@co.humboldt.ca.us

West Complete Products

Material #	Products	Quantity	
		Exist	New
40876422	CA CRIMINAL JURY INSTRUCTIONS COMPANION HANDBOOK PAMPHLET SUB	1	0
40876422	CA CRIMINAL JURY INSTRUCTIONS COMPANION HANDBOOK PAMPHLET SUB	1	0
40876422	CA CRIMINAL JURY INSTRUCTIONS COMPANION HANDBOOK PAMPHLET SUB	1	0
13826967	CA DRUNK DRIVING DEFENSE SUB	1	0
11661582	CA JURY INSTRUCTIONS CA CRIMINAL AND CALJIC SUB	1	0
11661582	CA JURY INSTRUCTIONS CA CRIMINAL AND CALJIC SUB	1	0
11661582	CA JURY INSTRUCTIONS CA CRIMINAL AND CALJIC SUB	1	0
22041696	CA DESKTOP JUVENILE LAWS AND RULES SUB	1	0
22041696	CA DESKTOP JUVENILE LAWS AND RULES SUB	1	0
16282725	CA DESKTOP PENAL CODE SUB	2	0
16282725	CA DESKTOP PENAL CODE SUB	9	0
16282725	CA DESKTOP PENAL CODE SUB	1	0
16282725	CA DESKTOP PENAL CODE SUB	3	0
16282733	CA DESKTOP PROBATE CODE SUB	1	0
22050755	CA DESKTOP VEHICLE CODE SUB	1	0
22050755	CA DESKTOP VEHICLE CODE SUB	1	0
22050755	CA DESKTOP VEHICLE CODE SUB	1	0
13518205	CA DESKTOP EVIDENCE CODE ANNO SUB	1	0
13518205	CA DESKTOP EVIDENCE CODE ANNO SUB	7	0
13518205	CA DESKTOP EVIDENCE CODE ANNO SUB	2	0
13518205	CA DESKTOP EVIDENCE CODE ANNO SUB	1	0
13518205	CA DESKTOP EVIDENCE CODE ANNO SUB	1	0

CustomPro Product Details

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™)
40980419	All Analytical Library (WestlawNext™)
40981520	All Primary Law (WestlawNext™)

40980477 California Analytical Library (WestlawNext™);
 41134274 Drafting Assistant Litigation with Case Analysis
 41018683 National Criminal Secondary (WestlawNext™);

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID
DRAFTING ASSISTANT LITIGATION ON WESTLAW	0705705139	41130896
DRAFTING BRIEFTOOLS ON WESTLAW	0705706120	41130899
DRAFTING CITEADVISOR ON WESTLAW	0705707101	41130898
GOVERNMENT SELECT ON WESTLAW	0118993716	40988635
ALL ANALYTICAL LIBRARY ON WESTLAW	0118993717	40973477
CA ANALYTICAL LIBRARY ON WESTLAW	0118993722	40973489
CA FEDERAL MATERIALS MODULE ONLY ON WESTLAW	0118993734	40975037
CA PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118993740	40973822
DRAFTING ASSISTANT LITIGATION CASE ANALYSIS	0118993725	41134252
FEDERAL CRIMINAL PRIMARY ON WESTLAW	0118993731	41018459
NATIONAL CRIMINAL SECONDARY ON WESTLAW	0118993737	41018462

Order Contact Information				
First Name	Last Name	Email Address	Contact Description	Contact Number
Stacey	Costa	scosta@co.humboldt.ca.us	Order Confirmation Contact	28
Stacey	Costa	scosta@co.humboldt.ca.us	Primary Password Contact	24
Stacey	Costa	scosta@co.humboldt.ca.us	Quickview Contact	Quickview
Stacey	Costa	scosta@co.humboldt.ca.us	LVN/CNB/CLX/DA Tech Contact	03

Office Use Only
<p>Exception Approval Code: E324956</p> <p>Worksheet West Complete: https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=bfe72d8b0eaf4210b2fb6fce6914ca75&pfv=true</p> <p>Worksheet Custom Pro: https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=b90c0b6b0998450ca9816d199eb2eae0&pfv=true</p> <p>OF Ver: https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=2044e7b2cda243aaa0caa3cef5330579&isofview=yes</p>



THOMSON REUTERS

Government Accounts Only

Addendum to West Order Notification

Subscriber: Humboldt County Public Defender

Account #: 1003336345

Date of Order Form: 03/21/2016

The parties agree to modify the Order Notification and the underlying General Terms and Conditions (collectively "the Agreement"), as follows:

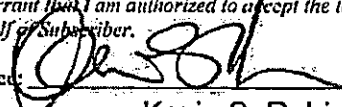
Non-Availability of Funds. You may cancel a product or service with 30 days written notice if you do not receive sufficient appropriation of funds, you do not receive the authorization to spend the funds or if the previously appropriated funds are significantly reduced through no fault of your own. You will include a detailed written statement documenting the reason for cancellation. Your written statement must include an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). You will pay all charges incurred for any products and services received up to the effective date of the cancellation. If the Order Notification includes WestPack print or CD-ROM products, you will immediately return all unpaid WestPack print or CD-ROM products and updates.

All terms used in this Addendum have the same meanings as in the Agreement. If there is a conflict between the Agreement and this Addendum, this Addendum controls. All other terms and conditions of the Agreement remain unchanged.

West, a Thomson Reuters business

Accepted by: _____
Title: _____
Date: _____

Subscriber
I warrant that I am authorized to accept the terms of this Addendum on behalf of Subscriber.

Signed: 
Name (please print): Kevin S. Robinson
Title: Humboldt County Public Defender
Date: 03/21/2016