

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: District Attorney

BOARD AGENDA: 5.B.8
AGENDA DATE: June 14, 2022

SUBJECT:

Approval of a Contract with Thomson Reuters in the Amount of \$389,790 for Access to Westlaw Online Legal Research Platform

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2022-0281

On motion of Supervisor Grewal Seconded by Supervisor C. Condit

and approved by the following vote,

Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: District Attorney

BOARD AGENDA:5.B.8
AGENDA DATE: June 14, 2022

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of a Contract with Thomson Reuters in the Amount of \$389,790 for Access to Westlaw Online Legal Research Platform

STAFF RECOMMENDATION:

1. Approve a contract with Thomson Reuters in the amount of \$389,790 covering the period of May 2022 through May 2027 for access to the Westlaw legal research platform.
2. Authorize the General Services Agency Director/Purchasing Agent to finalize and execute the contract.

DISCUSSION:

The Stanislaus County District Attorney's (DA's) Office has utilized Westlaw's legal research platform to locate California and federal cases, statutes, court rules and practice guides, such as Witkin and California Jurisprudence for over 20 years. Westlaw's online platform has replaced 90% of the Office's subscriptions for hardbound books and periodicals. Over 60 of the DA's employees have access to Westlaw, including attorneys, paralegals, and investigators.

Westlaw provides the most comprehensive, accurate and up-to-date legal content available. The search engine filters queries so that only the most relevant results are provided. This enables the DA's employees to efficiently provide the Court with the most pertinent legal authority and persuasive arguments.

In addition to research materials, the subscription provides attorneys with California's criminal jury instructions. Through Westlaw's Form Builder application, jury instructions can be edited to address the facts of any trial.

An additional feature included in the Westlaw subscription is Drafting Assistant, a software application that works in conjunction with Microsoft Word to analyze documents for accuracy of citations and quotes and to determine if any law cited has been overruled or is at risk of being overruled.

Particularly important to the Office, the subscription provides on-site training by a Westlaw representative each time new attorneys are hired.

Westlaw's ProFlex Package effectively meets the District Attorney's Office's objective of seeking justice in criminal cases.

This contract is for a five-year term.

POLICY ISSUE:

Section 4.3.6 of the Stanislaus County Purchasing Policy #00-2019-00 requires Board of Supervisors' approval for any contract or agreement wherein the total cumulative compensation exceeds \$200,000, based upon California Government Codes §25212, et seq, and §25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent. Cumulative refers to the total compensation paid by an individual department in the reporting year and the two fiscal years immediately prior thereto where there has been no break in contractual services over six months.

FISCAL IMPACT:

The term of the proposed contract with Thomson Reuters is May 2022 through May 2027 with a contract maximum of \$389,790. The maximum cost for May and June 2022 is \$12,354 for Fiscal Year 2021-2022. The following amounts reflect the remaining fiscal years: \$75,284 for Fiscal Year 2022-2023; \$76,037 for Fiscal Year 2023-2024; \$76,797 for Fiscal Year 2024-2025; \$77,565 for Fiscal Year 2025-2026; and \$71,752 Fiscal Year 2026-2027. Appropriations have been included in the District Attorney's Fiscal Year 2021-2022 Adopted Final Budget and adequate appropriations are included in the Department's Fiscal Year 2022-2023 Proposed Budget for this contract. Beyond the appropriations requested in the Department's Fiscal Year 2022-2023 Proposed Budget, there is no additional General Fund impact associated with this Board item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of *Supporting Strong and Safe Neighborhoods* and *Delivering Efficient Public Services* by meeting the community need for services that improve the legal process.

STAFFING IMPACT:

Existing District Attorney's Office staff will oversee this contract.

CONTACT PERSON:

Birgit Fladager
District Attorney

(209) 525-5550

ATTACHMENT(S):

1. 2022-2027 Westlaw Contract

**THOMSON REUTERS****Order Form****Order ID: Q-03050375**

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

Sold To Account Address

Account #: 1000803067
 STANISLAUS COUNTY DISTRICT
 ATTORNEY
 GEORGE MIKAEL
 PO BOX 442 832 12TH ST STE 300
 MODESTO CA 95354-2327 US
 "Customer"

Shipping Address

Account #: 1000803067
 STANISLAUS COUNTY DISTRICT
 ATTORNEY
 GEORGE MIKAEL
 PO Box 442
 832 12TH ST STE 300
 MODESTO CA 95354-2327 US

Billing Address

Account #: 1000803067
 STANISLAUS COUNTY DISTRICT
 ATTORNEY
 GEORGE MIKAEL
 PO Box 442
 832 12TH ST STE 300
 MODESTO, CA 95354-2327
 US

This Order Form is a legal document between Customer and

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 B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

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ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$6,268.44	60

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$6,085.91	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

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.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

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

Attachment

Order ID: Q-03050375

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

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000803067

Order Confirmation Contact (#28)

Contact Name: Cramton, Brenda
Email: brenda.cramton@standa.org

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Brenda Cramton
Email: brenda.cramton@standa.org

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000803067	STANISLAUS COUNTY DISTRICT ATTORNEY	832 12TH ST STE 300 MODESTO CA 95354-2327 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
50	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
50	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
50	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
50	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
50	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Brenda	Cramton	brenda.cramton@standa.org	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
41974283	Gvt Drafting Assistant For Government (Westlaw PRO™)
42010204	Gvt - Form Builder For Government (Westlaw PRO™)
42077754	Westlaw All Analytical, Enterprise access, Government

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3-4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$6268.44	1.00	\$6331.12	1.00	\$6394.43	1.00	\$6458.37	1.00	\$6522.95

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.

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>

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

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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

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 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: O-03060375

Signature of Authorized Representative for order

Jeffrey Laugero

Printed Name

Assistant District Attorney

Title

05-10-2022

Date

This Order Form will expire and will not be accepted after 5/10/2022.

APPROVED AS TO FORM:
County Counsel

By: SOD
Elisabeth D. King (Jun 3, 2022 13:18 PDT)

Andy Johnson (Jun 17, 2022 10:35 PDT)

06/17/2022