

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**201905032**

Originating Department:	Law Library
Division/Program: (i.e. Dept. Division and Program)	Law Library
Contract or Grant Administrator:	Gayle Isaac
Contractor's / Agency Name:	West Publishing

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes  No

Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_

Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Contract Cost Center: 2630

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- Professional services agreement for certified/licensed professional.
  - Contract work is for less than \$100,000.
  - Contract work is for less than 120 days.
  - Interlocal Agreement (between Governments).
  - Contract for Commercial off the shelf items (COTS).
  - Work related subcontract less than \$25,000.
  - Public Works - Local Agency/Federally Funded FHWA.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ 105,156.</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></p> <ol style="list-style-type: none"> <li>Exercising an option contained in a contract previously approved by the council.</li> <li>Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>Bid or award is for supplies.</li> <li>Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol>
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**Subscription Contract with West Publications for online database subscriptions. This contract adds two additional on line software subscriptions.**

Term of Contract: \_\_\_\_\_ Expiration Date: **3-28-21**

Contract Routing:	1. Prepared by: Gayle Isaac	Date: 5/22/19
	2. Attorney signoff: <u>[Signature]</u>	Date: 5/23/19
	3. AS Finance reviewed: <u>[Signature]</u>	Date: 5/23/19
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: 5-23-19
	7. Council approved (if necessary): _____ ✓	Date: 6-4-19
	8. Executive signed: _____ ✓	Date: 6-5-19
	9. Original to Council: _____ ✓	Date: 6-6-19

AB2019-330



THOMSON REUTERS

### Order Form

Order ID: Q-00325714

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

#### Account Address

Account #: 1003199172  
WHATCOM COUNTY LAW LIBRARY  
PATRON ACCESS COURTHOUSE  
311 GRAND AVE STE B3  
BELLINGHAM WA 98225-4038 US

#### Shipping Address

Account #: 1003199172  
WHATCOM COUNTY LAW LIBRARY  
PATRON ACCESS COURTHOUSE  
311 GRAND AVE STE B3  
BELLINGHAM WA 98225-4038 US

#### Billing Address

Account #: 1003199172  
WHATCOM COUNTY LAW LIBRARY  
PATRON ACCESS COURTHOUSE  
311 GRAND AVE STE B3  
BELLINGHAM, WA 98225-4038 US

**WHATCOM COUNTY  
CONTRACT NO.  
201905032**

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", or "I". Subscription terms, if any, follow the ordering grids below.

#### ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$4,337.72	24	2%

#### ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$2,539.66	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 that calendar month, if any. The Bridge Monthly Charges will continue for the 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

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

#### Post Minimum Terms

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 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.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 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.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**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.

## 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.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**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, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**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. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor 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.** 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-government entity, 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 United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access 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 at the links below. Excluded Charges may change after at least 30 days written or online notice.

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

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The 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.

**Banded Product Subscriptions** 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 applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**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: O-00325714**



Signature of Authorized Representative for order

JUDGE, SUPERIOR COURT

Title

RASHEL MONTOYA-LEWIS

Printed Name

MAY 22, 2019

Date

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This Order Form will expire and will not be accepted after 7/2/2019.

APPROVED FOR WHATCOM COUNTY:

  
6.5.19  
(DATE)  
Jack Louws  
County Executive



THOMSON REUTERS™

# Attachment

# Order ID: Q-00325714

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

## Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account  
Account Number: 1003199172

**Order Confirmation Contact (#28)**

Contact Name: GAYLE ISAAC  
Email: [gisaac@co.whatcom.wa.us](mailto:gisaac@co.whatcom.wa.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003199172	WHATCOM COUNTY LAW LIBRARY	311 GRAND AVE STE B3 BELLINGHAM WA 98225-4038 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
5	Seats	42115635	Pat Acc - Analytical Plus for Patron Access
5	Seats	42115619	Pat Acc - National Reporter Images for Patron Access
5	Seats	42115621	Pat Acc - National Core for Patron Access
5	Seats	42115623	Pat Acc - Litigation for Patron Access

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
GAYLE	ISAAC	<a href="mailto:gisaac@co.whatcom.wa.us">gisaac@co.whatcom.wa.us</a>	EML PSWD CONTACT
GAYLE	ISAAC	<a href="mailto:gisaac@co.whatcom.wa.us">gisaac@co.whatcom.wa.us</a>	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

TO: Jack Louws, County Executive  
FROM: Gayle Isaac, Law Library Operations  
RE: West subscription contract for the Law Library  
DATE: May 22<sup>nd</sup>, 2019

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Enclosed is the new contract between the Whatcom County Law Library and West Publishing for your review and approval. This contract replaces the previously signed contract from March 2018 and includes two additional licenses as discussed when preparing for the Law Library Relocation Project. No additional funds are being requested.

### **Background and Purpose**

This is a two-year sole source subscription contract with West Publications for online database subscriptions. This contract is based on approved budget allowances from the 2019-2020 budget for the Law Library. The Sole Source Approval letter is attached. The contract expires two years from the date of signing.

### **Funding Amount and Source**

The funding amount is \$4,338 per month or \$52,056 annually, with a 2 percent increase cap in Year 2. The source of funding is generated by the Law Library's statutory allotment from the number of Civil Court filings in Superior Court and District Court and the local Bar Association donations via the general fund.

### **Differences from Previous Contract**

This contract adds two additional software licenses for Westlaw **online only** and is a **two-year** agreement so as to better coincide with the contract for print subscriptions which expires on March 28, 2021.

Thank you.

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

County Courthouse  
311 Grand Avenue, Suite #108  
Bellingham, WA 98225-4082



**Jack Louws**  
County Executive

**TO:** Brad Bennett, Finance Manager  
**FROM:** Gayle Isaac, Law Library Operations  
**RE:** Sole source designation for West subscription  
**DATE:** May 23, 2019

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Attached please find a two-year new contract for the Law Library's West subscription, along with a cover letter for Executive Louws with details on funding sources and differences from the previous contract.

West was previously designated as a sole source provider at the time of our contract renewal in 2015 and again at the time of the contract renewal in 2018. This designation would still apply for the same reasons previously cited. West Publishing, which is a division of Thomson Reuters, Inc. a Canadian corporation, has been designated as a sole source provider for web-based, legal research since June of 2004. By way of background information, West is considered the foremost provider of integrated information solutions to the U.S. legal market and has been doing so for more than 137 years. While there are other on-line research tools, West is the only company that can provide the treatises/series that are critical to our legal practice. The following is a partial list of the exclusive (proprietary) content we have access to through our current subscriber agreement: Washington Practice, Annotated Revised Code of Washington, Washington Digest, Pacific Reporter and McQuillin Municipal Corporations.

We request that West again be designated a sole source provider because these databases and hardcopy sources are only available from West.

Thank you.

Approved: \_\_\_\_\_

  
Brad Bennett, Finance Manager