

WHATCOM COUNTY PUBLIC DEFENDER

We listen. We care. We fight.

**ASSISTANT CHIEF
DEPUTY**
Thomas H. Fryer

**OFFICE
ADMINISTRATOR**
Julie G. Wiles

**INVESTIGATIVE
SUPERVISOR**
Joe Dozal

INVESTIGATORS
Brandi Bowers
Abby Goldman
Kelsey Grindley
Ryan Gray
Susie Coberly

**BEHAVIORAL
HEALTH
SPECIALISTS**
Nathan Bajema
Courtney Taylor

DIRECTOR
Starck M. Follis

CHIEF DEPUTY
Maialisa Vanyo

215 N. Commercial Street
Central Plaza Building
Bellingham, Washington 98225

(360) 778-5640
FAX (360) 778-5641
pubdef@co.whatcom.wa.us
<https://www.whatcomcounty.us/311/Public-Defender>


SENIOR DEPUTY II
Shoshana Paige

SENIOR DEPUTIES
Mamie G. Lackie
Richard S. Larson
Jane Boman
Peter G. Ramey
Krista van Amerongen
Scott Schmidt
C. Kurt Parrish

DEPUTIES
Timothy Arnold
John D. All
Kayla Wolfe
Matthew Mearns
Kathryn Brush
Sydney Miyahara
Eleanor R. White
Eric Mapes
Saybin Shankman
Kevin Flannery
Nathaniel L.J. Freimund

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Julie Wiles 
Office Administrator, Whatcom County Public Defender's Office

SUBJECT: Thomson Reuters/Westlaw Contract for 2022/2023

DATE: November 16, 2022

I have enclosed the subject proposed contract agreement between the Whatcom County Public Defender's Office and Thomson Reuters for the time period of 12/1/22 to 12/31/24 for your review and approval.

Background and Purpose:

We have been contracting with Thomson Reuters for several years for the purpose of conducting legal research for clientele matters. This year the cost has gone up about 15% due to the new Westlaw Edge software that Thomson Reuters provides.

Funding Amount and Source:

We propose to pay the amount of \$87,234.19 over a 25-month period from 12/1/22 to 12/21/24 for this Westlaw Edge subscription from Westlaw/Thomson Reuters. The funding will come from cost center 2650 and 2662.

Differences from Previous Contract:

The current contract for Westlaw requires us to pay \$2,803.45 (plus taxes) per month. The new contract will cost \$3,223.96 (plus taxes) per month. This new contract will provide parity between the Public Defender's Office and the Prosecuting Attorneys' Office (the P.A.'s Office already utilizes the Westlaw Edge software).

Please contact Julie at extension 5646 if you have any questions or concerns regarding the terms of this agreement.

Enclosure:

Whatcom county Contract Information Sheet
Thomson Reuters Contract

Julie Wiles

To: Karen Frakes
Subject: RE: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.

Thank you!

From: Karen Frakes
Sent: Tuesday, November 15, 2022 5:19 PM
To: Julie Wiles <JWiles@co.whatcom.wa.us>
Subject: Re: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.

You have my permission to sign for me.

From: Julie Wiles <JWiles@co.whatcom.wa.us>
Sent: Tuesday, November 15, 2022 4:31 PM
To: Karen Frakes <KFrakes@co.whatcom.wa.us>
Subject: FW: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.

From: Marianne Caldwell
Sent: Tuesday, November 15, 2022 4:25 PM
To: Julie Wiles <JWiles@co.whatcom.wa.us>
Subject: RE: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.

Here ya go. Make sure you put a cover memo on it that explains the 15% increase. Use the format for contract cover memos that is in Forms on Inside Whatcom.

Marianne Caldwell
Sr. Budget Analyst, Finance

From: Julie Wiles <JWiles@co.whatcom.wa.us>
Sent: Tuesday, November 15, 2022 3:46 PM
To: Marianne Caldwell <MCaldwel@co.whatcom.wa.us>
Subject: Westlaw contract for 2023/2024 with one month bridge for next month is attached for your review/approval.



THOMSON REUTERS

Order Form

Order ID: Q-04519136

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

Sold To Account Address

Account #: 1000700107
WHATCOM COUNTY
PUBLIC DEFENDER
215 N COMMERCIAL ST
BELLINGHAM WA 98225-4409 US

Shipping Address

Account #: 1000700107
WHATCOM COUNTY
PUBLIC DEFENDER
215 N COMMERCIAL ST
BELLINGHAM WA 98225-4409 US

Billing Address

Account #: 1000700107
WHATCOM COUNTY
PUBLIC DEFENDER
215 N COMMERCIAL ST
BELLINGHAM, WA 98225-4409
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”.

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. 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.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,223.96	24

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$2,803.45	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

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.

<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

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-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

Amended 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 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: Q-04519136

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 11/30/2022.



THOMSON REUTERS

Attachment

Order ID: Q-04519136

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000700107

Order Confirmation Contact (#28)
Contact Name: Wiles, Julie
Email: jwiles@co.whatcom.wa.us

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

eBilling Contact
Contact Name Julie Wiles
Email jwiles@co.whatcom.wa.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000700107	WHATCOM COUNTY	215 N COMMERCIAL ST BELLINGHAM WA 98225-4409 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
25	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
25	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Julie	Wiles	jwiles@co.whatcom.wa.us	EML PSWD CONTACT

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

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	\$3,223.96	2.00	\$3288.44	N/A	\$N/A	N/A	\$N/A	N/A	\$N/A

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