

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
2021 08043

Originating Department:	Law Library Executive
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
 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? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

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


If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>143,007</u> (total amount over 3 years) This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance. 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.
Summary of Scope: This is a sole source subscription with West Publishing for legal research databases	

Term of Contract: Three years Expiration Date: 3 years from date of execution **(7/31/24)**

Contract Routing:	1. Prepared by: <u><i>G. Isaac</i></u>	Date: <u><i>7/23/2021</i></u>
	2. Attorney signoff: <u><i>C. Quinn per email</i></u>	Date: <u><i>8/23/2021</i></u>
	3. AS Finance reviewed: <u><i>Bennett</i></u>	Date: <u><i>8/23/21</i></u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u><i>7-16-21</i></u>
	6. Submitted to Exec.: _____ ✓	Date: <u><i>8-23-21</i></u>
	7. Council approved (if necessary): <u><i>✓ AB2021-506</i></u>	Date: <u><i>9-14-21</i></u>
	8. Executive signed: _____ ✓	Date: <u><i>9-15-21</i></u>
	9. Original to Council: _____ ✓	Date: <u><i>9-16-21</i></u>

 THOMSON REUTERS	Order Form	Order ID: Q-01068824
Contact your representative claire.spydell@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address

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

“Customer”

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

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 “P”. 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	\$3,855.61	36

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.

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-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.

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

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: Q-01068824

Signature of Authorized Representative for order

Whatcom County Superior Court Judge
Member of the Board
Title

Printed Name

EVAN JONES

Date

22 July 2021

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This Order Form will expire and will not be accepted after 5/17/2021.

AUTHORIZED WEST REPRESENTATIVE

Signature: Charles W Holmsten

Printed Name: Chuck Holmsten

Title: Senior SCM Consultant

Date: 7/16/2021

APPROVED FOR WHATCOM COUNTY

Tyler Schroeder
Tyler Schroeder

9/15/21
(Date)

Deputy County Executive



THOMSON REUTERS™

Attachment

Order ID: Q-01068824

Contact your representative claire.spydell@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: Isaac, Gayle
Email: gisaac@co.whatcom.wa.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Gayle Isaac
Email gisaac@co.whatcom.wa.us

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
1	Each	40757482	West Proflex
4	Seats	42115623	Pat Acc - Litigation for Patron Access
4	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
4	Seats	42115621	Pat Acc - National Core for Patron Access
4	Seats	42115619	Pat Acc - National Reporter Images for Patron Access

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Gayle	Isaac	gisaac@co.whatcom.wa.us	EML PSWD CONTACT
Gayle	Isaac	gisaac@co.whatcom.wa.us	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

Charges During Minimum Term

Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges
40757482	West Proflex	\$3855.61	3.00%	\$3971.28	3.00%	\$4090.42	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.

TO: Satpal Singh Sidhu
FROM: Gayle Isaac, Law Librarian
RE: West subscription contract for Law Library
DATE: July 23, 2021

Enclosed is the renewal contract between Whatcom County Law Library and West Publishing for your review and approval.

Background and Purpose

This is a three-year sole source subscription contract with West for online database subscriptions. Sole Source Approval letter is attached. The contract expires July 31, 2024.

Funding Amount and Source

The funding amount is \$3,856.00 per month or \$46,272 annually with a 3 percent increase cap in Year 2 and Year 3, plus the cost of individual hardcopy volumes which is \$519 per month with a 5 percent increase cap in Year 2 and Year 3. 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 via the general fund.

Differences from Previous Contract

Due to decreased usage related to Covid-19 it has become evident that the Law Library will be able to reduce the number of online subscriptions from five to four. This is an annual savings of \$6, 827.

Thank you.



Satpal Singh Sidhu
Whatcom County Executive



TO: Brad Bennett, Finance Manager
FROM: Gayle Isaac, Law Librarian
RE: Sole source designation for West subscription
DATE: August 19, 2021

Attached are the WEST subscriber agreements that will require the Executive's approval and your approval as to having sole source standing. This agreement renews and replaces our previous subscriber agreements for both on-line legal research and our print subscription. Both of these subscriber agreements provide access to proprietary legal materials giving the public and our local legal community the tools that facilitate efficient legal research and access to justice.

West is considered the foremost provider of integrated information solutions to the U.S. legal market and has been doing so for more than 145 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 community. The following is a partial list of the exclusive (proprietary) content we have access to through our current subscriber agreement: Washington Practice Series, West Key Number System, and the Washington Digest. The Washington Practice Series is the most used resource we have in the Law Library and is not available through any other vendors. The same holds true for the Washington Digest and the West Key Number System.

West also allows us to enter into an agreement, in our case it is 36 months, which allows them to prorate the annual cost of these books and bill equal monthly payments. This allows the Law Library to accurately predict our annual costs for the books we maintain rather than have books invoiced and paid for upon receipt which could often lead to budget shortfalls towards the end of the year.

Please provide your written decision below.

SOLE SOURCE DESIGNATION:

APPROVED 

DATED: 8/28/21

Thank you.

Approved: _____
Brad Bennett, Finance Manager