RECOMMENDED ACTION AND JUSTIFICATION:

Request the Mariposa County Board of Supervisors Approve one (1) year contract to continue services provided by Lexis Nexis Internet Legal Research "Law Enforcement Solutions". "Law Enforcement Solutions" aids the District Attorney Investigator in conducting criminal investigations and will meet our investigative requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved contracts with Lexis Nexis Internet Legal Research for the "California Flat Rate Library" and "Law Enforcement Solutions", available to the District Attorney's Office and County Counsel.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The above-recommended action is fully funded within the District Attorney's budget.

Financial Impact? (X) Yes ( ) No  Current FY Cost: $1,584  Annual Recurring Cost: $1,764
Budgeted In Current FY? (X) Yes ( ) No  ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source: Internal Transfer
Unanticipated Revenue ______ 4/5's vote
Transfer Between Funds ______ 4/5's vote
Contingency ______ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively: Subscription Plan Amendment

CLERK'S USE ONLY:
Res. No.: 66  Ord. No. _____
Vote - Ayes: 5  Noes: _____
Absent: _____

Approved ( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date: ______
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: __________________________________________
  Deputy

Revised Dec. 2002
In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM
The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS
This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

<table>
<thead>
<tr>
<th>PARTICIPATING BILLGROUP #</th>
<th>LOCATION (CITY AND STATE)</th>
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<tbody>
<tr>
<td>121T2D</td>
<td>Mariposa, CA</td>
</tr>
</tbody>
</table>

3. CERTIFICATION
Subscriber certifies that on the date this Amendment is signed by Subscriber there are [ ] users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least 30 days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within 90 days following notice of such increase, terminate this Amendment upon at least 10 days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE
During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES
5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the lexis.com service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be...
subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

<table>
<thead>
<tr>
<th>PREFERRED PRICING MATERIALS</th>
<th>SOURCE/MENU NUMBER</th>
<th>SHEPARD'S</th>
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<tbody>
<tr>
<td>1) LESP</td>
<td>WSPRO4</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
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<td>(c)</td>
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<td>(d)</td>
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<tr>
<td>(e)</td>
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</tbody>
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☐ See attached Rider No. 1 for additional Preferred Pricing Materials

<table>
<thead>
<tr>
<th>COMMITMENT PERIOD(S)</th>
<th>MONTHLY COMMITMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning 04/01/2006 to 03/31/2007</td>
<td>$147.00</td>
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<tr>
<td>Beginning to $</td>
<td>$</td>
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5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until _________________. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.
9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

BY: [Signature]
NAME: Robert H. Brown
TITLE: District Attorney
DATE: 2-16-2006

LexisNexis, a division of Reed Elsevier Inc.

BY: [Signature]
NAME: 
TITLE: 
DATE: 

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing above. LN may accept this Amendment by performing according to this Amendment or by signing above.