



MARIPOSA COUNTY

County Counsel • (209) 966-3222



RESOLUTION - ACTION REQUESTED 2021-229

MEETING: April 27, 2021
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: Approve a 3-Year Agreement with LexisNexis

RECOMMENDATION AND JUSTIFICATION:

Approve a 3-Year Agreement with LexisNexis to Provide Access to On-Line Legal Research; and Authorize the County Counsel to Sign the Agreement.

This Agreement will allow County Counsel to continue to have on-line legal research abilities at a reduced cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

County Counsel currently has an Agreement with Thomson Reuters West Law for on-line legal research through the end of the Agreement term on June 30, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved then County Counsel will have to remain with Thomson Reuters with a significantly higher monthly payment than what is currently being offered through LexisNexis. A cost difference of \$564/month.

FINANCIAL IMPACT:

\$200/month-cost savings of \$564/month

ATTACHMENTS:

LexisNexis Agreement (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)

"Subscriber" Name: Mariposa County, CA County Counsel
--

Account Number: 10001SRC

"LN": LexisNexis, a division of RELX Inc.
--

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	<u>2</u>
---	----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	<u>6</u>
---------------------------------------	----------

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
National Primary Plus	1011510	2
Verdicts & Settlements - National	1010609	2
City and County Attorney Premium Library	1011966	2
CA Practice Library	1010630	2
All Legislative Bill Histories	1509667	2
Trial Court Orders - National	1512258	2
All Briefs, Pleadings, & Motions	1010612	2

3.2 In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
6/1/21-6/30/21	0
7/1/21-6/30/22	200
7/1/22-6/30/23	206
7/1/23-6/30/24	213

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

S
(Initial)

Subscriber elects access to the Alternate Materials

3.4 Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/30/21.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement 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 Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.


7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

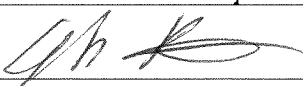
LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Mariposa County, CA County Counsel	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Steven W. Dahlem
Job Title:	County Counsel/Risk Manager
Date:	
Number of Professional Users:	2

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Josh Roden
Job Title:	Pricing Analyst
Date:	4-9-21



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Mariposa County, CA County Counsel	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	Physical Address	Invoice Address
Street Address:	5100 Bullion Street	P.O. Box 189
City:	Mariposa	Mariposa
State:	California	California
Zip:	95338	95338
County:	Mariposa	Mariposa
Telephone:	(209) 966-7630	
Fax:	(209) 966-5147	
Parent Company: (if applicable)	N/A	

Type of Organization:

Legislative Judicial Executive

Professional User: 2 Practicing Area of Law: Civil

Support Staff: 6 Employer Identification Number: 94-6000-880

Bar No: 135498 Issuing State: California

Date Issued/~~Expiration Date~~: 8/25/1988 Organization Web Address: mariposacounty.org

Tax Exempt: Yes (attach Sales Tax Exemption Certificate) MSA: Yes No

No

Tax ID No:
94-6000-880

State Contract No:
(If applicable)
PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	<u>Rhonda Scherf</u>	<u>(209) 742-1233</u>	<u>rscherf@mariposacounty.org</u>
Billing:	<u>Rhonda Scherf</u>		
Policy/Legal Notification:	<u>Steven W. Dahlem</u>	<u>(209) 742-1233</u>	<u>sdahlem@mariposacounty.org</u>
Scheduling/Training:	<u>Rhonda Scherf</u>		



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

_____ **Name** _____ **Telephone**

Super Admin: _____

_____ **Email** _____ **IP Address**

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS