



MARIPOSA COUNTY

Administration · 209-966-3222



RESOLUTION - ACTION REQUESTED 2016-583

MEETING: November 15, 2016
TO: The Board of Supervisors
FROM: Mary Hodson, CAO
RE: Amendment for Law Library Subscription Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Amendment to an Agreement with LexisNexis for Law Library Subscription Services by Extending the Length and Increasing the Rate of the Subscription Agreement for Online Access to Legal Files at the County Library; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The amendment would extend the agreement to November 30, 2017, at a rate of \$447 per month. This is an increase of \$252 over the length of the contract from the previous rate of \$426 per month. The County has been receiving quality services, including online or CD-ROM access to legal documents such as the California Jury Instructions. Staff recommends this subscription service be renewed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County began using LexisNexis for these services with Resolution 12-482 on September 25, 2012. A one-year extension with a small rate increase was approved with Resolution 15-529 on November 10, 2015.

Similar agreements have also been approved for the use of LexisNexis at the Adult Detention Facility, which is beginning the second year of a three-year agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement. The County will be without an online law library services until staff can identify another vendor to provide these services.

FINANCIAL IMPACT:

Sufficient funds are appropriated in the Law Library budget.

ATTACHMENTS:

LexisNexis Library 2016-2017 (DOC)
LexisNexis Library 2015-2016 (PDF)
LexisNexis Agreement 2012 (PDF)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson
Mary Hodson, CAO 11/9/2016

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier


**Lexis Advance® Subscription Amendment for State/Local
Government – with Library Patron Access**
“Subscriber” Name: CA - Mariposa County Law Library
Account Number: 10001BUUP
“LN”: LexisNexis, a division of RELX Inc.
1. Amendment

This Amendment (“Amendment”) amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. (“LN”) and Subscriber (the “Subscription Agreement”). This Amendment shall serve as Subscriber’s acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification of Use of Lexis Advance by Librarians/Library Staff

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization who will have access to Lexis Advance is as set forth below. A “Government Professional User” is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:
1

2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned.

2.3 If Subscriber, at the time of signing this Amendment 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.

2.4 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Amendment 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. Use of Lexis Advance by Library Patrons

3.1 In addition to use of Lexis Advance by Subscriber’s Government Professional Users, Subscriber’s “Authorized Users” may also include Subscriber’s library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber’s location(s) listed below (each a “Patron”). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Amendment. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
4978 10 th St Mariposa, CA	1

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an “I Accept” button following the terms and conditions before the

Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance 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 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment 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. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features for Use by Librarians		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

Lexis Advance Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
12/1/2016 - 11/30/2017	\$447

4.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance 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.

Subscriber elects access to the Alternate Materials

(Initial)

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

5. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before November 14, 2016.

6. 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 5 will survive the termination or expiration of this Amendment.

7. Support and Training

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

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


8. Miscellaneous

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

8.2 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 AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: CA - Mariposa County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	John Carrier
Job Title:	Board Chair
Date:	11-15-16

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Josh Roslan
Job Title:	Pricing Analyst
Date:	10-27-16

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	CA - Mariposa County Law Library	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	Physical Address	Invoice Address
Street Address:	4978 10 th St	
City:	Mariposa	
State:	CA	
Zip:	95338	
County:	Mariposa	
Telephone:		
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Library: _____

Employer Identification Number: _____

Organization Web Address: _____

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

MSA: Yes No

Tax ID No: _____

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Janet - Chase Williams	209-966-2140	jchase-williams@sbls.org
Billing:	Dallin Kimble	209-966-3222	dkimble@mariposacounty.org
Policy/Legal Notification:	Dallin Kimble	209-966-3222	dkimble@mariposacounty.org
Scheduling/Training:	Janet - Chase Williams	209-966-2140	jchase-williams@sbls.org
	Name	Telephone	
Super Admin:	Janet - Chase Williams	209-966-2140	
	Email	IP Address	
	jchase-williams@sbls.org		

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

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines.

Information needed to set up Patron Access:

1. Law Library Name:

Mariposa County Law Library

2. Name of Technical Contact at Law Library

Janet - Chase Williams

3. Phone Number, email and availability of Technical Contact at Library

209-966-2140, jchase-williams@sbils.org

Number of terminals in contract: 1

Terminal 1 Static IP Address: _____	Terminal 4 Static IP Address: _____
Terminal 2 Static IP Address: _____	Terminal 5 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 6 Static IP Address: _____
For additional terminal locations check here <input type="checkbox"/>	