

CONTRACT ROUTING SHEET


Date Prepared: 05/15/2009

Need Date: ASAP

PURCHASING RECEIVED

09 JUN 18 AM 9:37

PROCESSING DEPARTMENT:

Department: District Attorney
Dept. Contact: Nancy Anderson
Phone #: 6484
Department Head Signature: 

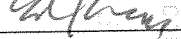
CONTRACTOR:

Name: LexisNexis
Address: _____
Phone: _____

CONTRACTING DEPARTMENT: District Attorney

Service Requested: Provide public and commercial data base searches
Contract Term: _____ Contract Value: \$0.00
Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)


Approved: Disapproved: _____ Date: 5-18-09 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

LexisNexis is processed as a product and not a service. Per instructions, I am forwarding this Subscription Plan Agreement for County Counsel's and Risk Management's review.

RECEIVED
RISK MANAGEMENT SERVICES DEPT
09 MAY 21 AM 10:08

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: _____ Date: 5/21/09 By: 
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

“Subscriber”: EL DORADO COUNTY DISTRICT ATTORNEYS OFFICE	“LN”: LexisNexis, a division of Reed Elsevier Inc.
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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.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
117PDQ	Placerville, CA
1331JQ	Placerville, CA

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 22 judges and attorneys, and 10 government professionals for a total of 32 users (the “Reference Number”) in Subscriber’s organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

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.comSM 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.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) California Public Records	SRK0CA	
(b) Full Federal	SBFFU2	Full
(c) California Enhanced	SB0ECA	
(d) California Docket	SPRDCA	
(e) Public Records EZFND	SRKG6F	
(f) Public Records Verdict	SPR002	
(g) California Public Records Slice	SRKCCA	
(h) Smartlinx	JLSPR1	
(i) Public Records	SRK000	
(j) Public Records Smartlinx	SRKSLX	
(k) Public Records Dockets/Verdict	SPR000	
(l)		
(m)		
(n)		
(o)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning 4/1/2009 to 3/31/2010	\$ 1795
Beginning 4/1/2010 to 3/31/2011	\$ 1849
Beginning 4/1/2011 to 3/31/2012	\$ 1904
Beginning 4/1/2012 to 3/31/2013	\$ 1961
Beginning _____ to _____	\$ _____

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.

5.4 The terms and conditions of this Amendment are contingent upon the existence of the Accurant Agreement 1252185 between the parties effective 11/30/2007 per the original Schedule A ("Accurant Contract"). In the event the Accurant Contract expires during the Term of this Amendment, LN will increase the Monthly Commitment detailed in Section 5.1 herein to reflect the amount of discount which was provided pursuant to this joint contract arrangement.

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.

(Initial) Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until April 30, 2009. 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 fourth Commitment Period on the last day of any calendar month upon at least 60 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:

EL DORADO COUNTY DISTRICT ATTORNEY'S OFFICE

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

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.

- COUNTY OF EL DORADO -

Dated: _____

By: _____

Chairman
Board of Supervisors

"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk

of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk