

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

DECEMBER 15, 2020

TITLE:

**APPROVE SUBSCRIPTION AGREEMENT
WITH LEXISNEXIS FOR LEGAL
RESEARCH SERVICES IN AN AMOUNT
NOT TO EXCEED \$58,098.60
(GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with LexisNexis for legal research software services in the amount of \$58,098.60, for a three-year term beginning January 1, 2021 through December 31, 2023, subject to non-substantive changes approved by the City Manager and the City Attorney.

DISCUSSION

LexisNexis is a nationally recognized legal research software company which provides the City Attorney's Office with access to legal research and multiple online court records systems, through its CourtLink application and advanced subject matter research tools via the Lexis Practice Advisor, to assist the City.

The City Attorney's Office has determined that LexisNexis's software research services will continue to provide advanced research tools with a nominal increase in costs to the City, based on its current subscription.

FISCAL IMPACT

Funds for payment of all fees associated with this agreement are available in the Contract Services-Professional account (No. 01108032-62300)

Fiscal Year	Accounting Unit-Account #	Account Description	Amount
FY 20-21	01108032-62300	Contractual Services-Professional	\$9,623.10
FY 21-22	01108032-62300	Contractual Services-Professional	\$19,306.20
FY 22-23	01108032-62300	Contractual Services-Professional	\$19,426.20
FY 23-24	01108032-62300	Contractual Services-Professional	\$9,731.10
		Total	\$58,098.60

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Sonia R. Carvalho, City Attorney – City Attorney's Office

Exhibit: 1. Subscription Agreement with LexisNexis (Legal Research, Courtlink, and Legal Practice Advisory Services)



"Subscriber" Name: Santa Ana City Attorney Office

Account Number: 10000LJF8

"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

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:	9
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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 will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

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 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.

2.5 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. Lexis Advance Product and Charges

3.1 This Section 3 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 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, 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.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	9
All Briefs, Pleadings & Motions	1010612	9
Trial Court Orders - National	1512258	9
CA Practice Library	1010630	9

City and County Attorney Premium Library	1011966	9
CA Verdicts & Settlements	1010070	9
Core Public Records with Smartlinx Person, Business and Location Reports	1004801	9

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

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

Committed Term	Monthly Commitment
1/1/2021 - 12/31/2021	\$ 1005.00
1/1/2022 - 12/31/2022	\$ 1015.00
1/1/2023 - 12/31/2023	\$ 1025.00

3.4 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)

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

3.6 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.

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 n/a.

5. 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.

6. SUPPORT AND TRAINING

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

7. Miscellaneous

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.

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: Santa Ana City Attorney Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	see attached signature page
Printed Name:	
Job Title:	
Date:	
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Digitally signed
Job Title:	Joshua by Roslan, Joshua (LNG-DAY)
Date:	(LNG-DAY) Date: 2020.12.01 11:52:56 -05'00'

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and **Santa Ana City Attorney Office**, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Additional Menus.** Effective 1/1/2021, Subscriber will be provided access to the features and content of the Online Services in exchange for Subscriber's payment to LN of the Monthly Commitment set forth below. Access to the additional Online Services shall be limited to the number of Authorized Users indicated in the table.

ADDITIONAL ONLINE SERVICES				
ASSEMBLY NUMBER	ASSEMBLY NAME	NUMBER OF AUTHORIZED USERS	TERM	MONTHLY COMMITMENT
1525173	Everything CourtLink	9	1/1/2021 - 12/31/2021	\$314.65
1525173	Everything CourtLink	9	1/1/2022 - 12/31/2022	\$314.65
1525173	Everything CourtLink	9	1/1/2023 - 12/31/2023	\$ 314.65
				\$
				\$
				\$
				\$
1521733	Lexis® Practice Advisor - Labor and Employment	9	1/1/2021 - 12/31/2021	\$284.20
1521733	Lexis® Practice Advisor - Labor and Employment	9	1/1/2022 - 12/31/2022	\$284.20
1521733	Lexis® Practice Advisor - Labor and Employment	9	1/1/2023 - 12/31/2023	\$284.20

3. **Miscellaneous.**
 - 3.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
 - 3.2 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.
 - 3.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control with respect to this subject matter. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature on the following page or by providing Subscriber with access to the Online Services.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED BY:

Subscriber:	Santa Ana City Attorney Office
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	see attached signature page
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Roslan, Digitally signed by Roslan, Joshua
Job Title:	Joshua (LNG-DAY)
Date:	(LNG-DAY) Date: 2020.12.01 11:53:20 -05'00'

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

By: Laura A. Rossini
LAURA A. ROSSINI
Acting Chief Assistant City Attorney