DATE:       June 11, 2019

TO:         Mayor and Council Members

FROM:       City Attorney’s Office

SUBJECT:    Three Year Subscription Agreement with LexisNexis for Access to Legal Material on the Internet

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve a three (3) year agreement with LexisNexis to provide the City Attorney’s Office with access to its legal material via the internet in an annual amount of $8,173.33 (three-year total amount of $24,520 which includes a contingency of $1,000).

BACKGROUND:
The City Attorney’s office frequently utilizes the internet to conduct legal research using judicial opinions, and various State and Federal codes for applicability to specific factual legal situations. Timely access to online legal databases is critical to the operation of this office and its ability to provide valid and relevant legal advice to the Mayor, Council Members and all City Departments.

BACKGROUND:
The approval of this purchase will ensure that staff attorneys will continue to have access to various up-to-date professional internet legal resources including editable criminal jury instructions, and other legal documents. Additionally, continued electronic access to LexisNexis will assist our legal staff in rendering accurate legal opinions, drafting local ordinances and resolutions, responding to civil lawsuits, and providing other legal services like prosecuting criminal matters. The services provided by LexisNexis are of a professional nature, and pursuant to the Inglewood Municipal Code section 2-198.1, are exempt from the competitive bidding process.

FINANCIAL/FUNDING ISSUES AND SOURCES
Sufficient Funding is available in the Fiscal Year 2018-2019 budget under account code no. 001-015-1510-44815 (General Fund-Legal Department-City-Attorney-Contract Services) to cover the subscription detailed in this report.

LEGAL REVIEW VERIFICATION:
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION:
Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Agreement
APPROVAL VERIFICATION SHEET

PREPARED BY:
Kenneth R. Campos, City Attorney

COUNCIL PRESENTER:
Jeffery A. Lewis, Senior City Attorney

DEPARTMENT HEAD APPROVAL: [Signature] Kenneth R. Campos, City Attorney

CITY MANAGER APPROVAL: [Signature] Artie Fields, City Manager
"Subscriber" Name: Inglewood City Attorney

Account Number:

"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 Advance® 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: http://www.lexisnexis.com/terms/LACommercial2.

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: | 8 |

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. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

| Number of Support Staff Users: | 29 |

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 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 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, 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.
If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

<table>
<thead>
<tr>
<th>Lexis Advance Content &amp; Features</th>
<th>SKU Number</th>
<th>Number of Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Primary Enhanced</td>
<td>1011511</td>
<td>8</td>
</tr>
<tr>
<td>City Attorney Premium</td>
<td>1011966</td>
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<tr>
<td>LA Trial Court Orders</td>
<td>1512258</td>
<td>8</td>
</tr>
<tr>
<td>Briefs Pleadings and Motions</td>
<td>1010612</td>
<td>8</td>
</tr>
<tr>
<td>California Practice</td>
<td>1010630</td>
<td>8</td>
</tr>
</tbody>
</table>

☐ See attached Rider No. 1 for additional Content & Features

3.2 In exchange for access to the Lexis Advance 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.

<table>
<thead>
<tr>
<th>Committed Term</th>
<th>Monthly Commitment</th>
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<tbody>
<tr>
<td>07/04/19-08/31/19</td>
<td>$0</td>
</tr>
<tr>
<td>09/01/19-08/31/20</td>
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<tr>
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</tr>
<tr>
<td>09/01/21-08/31/22</td>
<td>$602</td>
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</table>

3.3 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)

3.4 Use of Lexis Advance 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 Advance 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 _______.

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.
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 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 Advance 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:

<table>
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<tr>
<th>Subscriber: Inglewood City Attorney</th>
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<tr>
<td>[MUST BE COMPLETED BY SUBSCRIBER]</td>
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<tr>
<td>Authorized Subscriber Signature:</td>
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<tr>
<td>Printed Name:</td>
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<tr>
<td>Job Title:</td>
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<tr>
<td>Date:</td>
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</table>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

| Authorized Signature: Roslan, Joshua |
|-------------------------------|----------------------------------|
| Name:                          | Digitally signed by Roslan, Joshua |
| Job Title:                     | (LNG-DAY)                         |
| Date:                          | 2019.05.08 12:25:49-04'00"        |
### CUSTOMER INFORMATION (Please type or print):

**Organization Name:** Inglewood City Attorney  
**Billing Frequency:** ☑ Monthly  
**Physical Address:**  
- **Street Address:** One W. Manchester Suite B60  
- **City:** Inglewood  
- **State:** California  
- **Zip:** 90301  
- **County:** U.S.A.  
- **Telephone:** 310.412.8672  
- **Fax:** N/A  
**Invoice Address:**  
- **Parent Company:** N/A

**Type of Organization:**  
- ☑ Legislative  
- ☑ Judicial  
- ☑ Executive

**Professional User:**  
**Support Staff:**  
**Bar No:**  
**Date Issued/Expiration Date:**

**Practicing Area of Law:**  
**Employer Identification Number:**  
**Issuing State:**

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

**Contacts:**

<table>
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**State Contract No:** (If applicable)  
**PO No:** (If applicable)  
**ND:** SLGovt-LexisAdvance-SubAgmt-Mar2018 ID# 4838-4404-6431  
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Page 5 of 7
<table>
<thead>
<tr>
<th>ID HOLDERS' NAMES</th>
<th>ID HOLDERS’ TITLES/POSITIONS</th>
<th>ID HOLDERS’ EMAIL ADDRESSES</th>
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**AGREEMENT AND ORDER FORM**

Revised November 2016

Matthew Bender®
9443 Springboro Pike
Miamisburg, OH 45342
(800) 833-5844 Fax (800) 828-8341

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**LexisNexis Bill Group #:**

Sales Rep Name: Wolfe Jr, Gerald M
Sales Rep Phone #: (937) 247 8190
Sales Rep#: 115
Source Code: Y
Rush Order/Date Needed: No

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**Ship To Account Information:**

Name: Inglewood City Attorney
Street: 1 E Manchester Blvd #560
City, State, Zip, Country: Inglewood, CA 90301, USA
Phone: Fax:

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**Bill To Account Information:**

Name: 
Contact: 
Street: 
City, State, Zip, Country: 
Phone: Fax:

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**Additional Comments:**

**Special Instructions for Fulfillment:**

**Text to appear on the invoice:**

---

**Qty** | **ISBN** | **Title** | **Product Description** | **Unit Price** | **Discount** | **Subtotal** | **Grand Total**
---|---|---|---|---|---|---|---
1 | 9780820563862 | NS N | LN Automated Judicial Criminal Council of Ca Crime Jury Inst Exec File/Rule | $835.00 | 50.00% | $417.50 | $417.50

Subtotal: **USD 417.50**

**Shipping and Handling Fees and taxes will be added to the Grand Total.**
1) "SS" Service Subscription
- Price includes product and Updates published during the indicated service period (minimum 30 days) at no additional charge except tax, shipping and handling where applicable. Renewal options include:
  a) "SS/AR" Service Subscription with Automatic Renewal - If you select this option, your subscription will be automatically renewed without any action on your part. Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. Estimated prior-year prices and update frequency are shown with the description of each title.
  b) "SS/AR" Service Subscription with Notification - Notification that the subscription is due to be renewed, and the price of renewal, will be sent to you 60 days prior to renewal. If you fall to act, your subscription will be canceled.

2) "NS" Non-Service Subscription
- Price includes product only, plus any Updates published within 30 days of purchase or as otherwise indicated. Subscription options include:
  a) "NS/AS" Non-Service Subscription with Automatic Shipments - If you select this option you will receive and be billed for future Updates outside of the 30-day period without any action on your part. Estimated prior-year prices and update frequency are shown with the description of each title. Non-Sentinel Electronic Updates will be updated via automatic shipment to you, or by US or UC either pushing the Update to you electronically or notifying you that an Update is available for download.
  b) "NS/AS" Non-Service Subscription with Notification - Notification that an Update has been published and the price of the update will be sent to you. If you fail to act, you will not receive the update.

3) Additional pricing information for subscriptions:
   a) Unless otherwise indicated, pricing (including any grand total, retail price, and other pricing) does not include tax or shipping and handling, which will be charged and due at the then current rates. We will arrange for an external third party to take responsibility for shipping. The cost of shipping and handling amounts will be invoiced separately and will be included in your final invoiced amount. If you have chosen a monthly billing option, shipping and handling charges will be prorated over the term of the subscription and billed accordingly.
   b) Advertised prices are subject to change without notice.
   c) By placing an order, you agree you have been advised of the number of Updates and the cost related to the Updates that were made to the Publications last year. Renewal and Update price estimates are based on prior-year costs and do not reflect actual costs associated with future renewals and Updates, which will likely include an increase over prior-year's subscription price.
   d) The number of Updates and the upkeep costs may vary due to changes in the law and other publishing issues, but you may use this as a rough estimate of future shipments. You may call Support at 800-633-9894 for additional information or Update frequency and price.

4) Cancellation and Return Information:
   a) You may cancel any subscription at any time by calling Customer Support at 800-633-9894; by mailing (prepaid) a written notice of cancellation to us at Lexisnexis Customer Support, 943 Sprimogle Pike, Miamisburg, Ohio 45342, or by email at https://support.lexisnexis.com/ir. If you cancel a Subscription on any component of a product bundle or multimedia subscription, you will be eligible for any of the discounts offered in connection with such order. You will receive a supplemental invoice for the remaining components of the product bundle or multimedia subscription order at their list price.
   b) Shipments must be returned within 30 days of receipt, at your expense, for full credit of the purchase price, less shipping and handling fees and any other discount credits. All returns must be returned unused in the same condition as received. A copy of the invoice received with the shipment should be included with your return. A return shipping label is not provided. You can send your return to the following address:

Courney Hurlock
Attn LN Returns Dept
4810 Williamsburg Rd
Hurlbuck, MD 21543

If you cancel a Subscription between 31 and 60 days after the invoice date and you return the product at your expense, you will receive a 50% credit of the price for the annual subscription. To receive any credit, you must return all product(s) shipped during the applicable subscription period at your expense within the applicable cancellation period listed above.

If you return a Non-Service Subscription at your expense within 30 days of shipment, you will receive full credit for the purchase price. No credit will be given for returns more than 30 days after shipment. Return of a shipment, other than the initial purchase, will not cancel your subscription.

No credit will be given more than 60 days after the invoice date for shipments to the 48 contiguous United States. However, this period is extended to 90 days after the invoice date for orders shipped to Canada, and 120 days after the invoice date for orders shipped to the Virgin Islands, Puerto Rico, Hawaii, Alaska, and Non-US shipments.

All ebooks, CDs, downloadable content, and software purchases are non-cancelable, non-refundable and non-returnable. Additionally, notwithstanding anything to the contrary (other than Services or Non-Service Subscriptions), any items marked or identified at the time of sale as non-cancelable, non-refundable, or returnable, are non-cancelable, non-refundable and non-returnable.

For any returns, a 20% restocking fee may be charged.

International and Book Store Sales: Stocksellers may return stockstover of new, unmarked, and undamaged books in the original packaging within 6 months of the date of the original invoice and receive a refund. A copy of the original invoice must be included with the return. Shipping and handling fees are not refundable, and additional shipping and handling fees must be paid on returns. LN reserves the right to require preauthorization for returns and refunds if, in its sole discretion, it believes a Resteller is not complying with or is abusing this return policy. All returned materials must be received in undamaged and salable condition at the Resteller's cost. LN will not pay for return shipping. Please see https://www.lexisnexis.com/en-us/terms/publications-services-agreement.page for full International and Book Store Sale policies.