

REQUEST FOR LEGISLATIVE ACTION



Completed by County Counselor's Office:

Res/~~Ord~~ No.: 19293

Sponsor(s): Alfred Jordan

Date: Oct. 24, 2016

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services to Lexis Nexis of Dayton, Ohio for use by the County Counselor's Office, Prosecuting Attorney's Office and the Medical Examiner's Office as a Sole Source.</u></p>																				
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="310 558 1365 751"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table data-bbox="305 930 841 1083"> <tr> <td>Department:</td> <td>Estimated Use:</td> </tr> <tr> <td>County Counselor's Office</td> <td>\$22,500.00</td> </tr> <tr> <td>Prosecuting Attorney's Office</td> <td>\$15,100.00</td> </tr> <tr> <td>Medical Examiner's Office</td> <td>\$ 1,300.00</td> </tr> <tr> <td>Total</td> <td>\$38,900.00</td> </tr> </table> <p>This RLA only approved the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department:	Estimated Use:	County Counselor's Office	\$22,500.00	Prosecuting Attorney's Office	\$15,100.00	Medical Examiner's Office	\$ 1,300.00	Total	\$38,900.00
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date): 18241, August 12, 2013</p>																				
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																				
<p>REQUEST SUMMARY</p>	<p>The Counselor's Office, the Prosecuting Attorney's Office and the Medical Examiner's Office all require a term and supply contract for Legal Research Services. Research by all departments has determined there is no other vendor currently providing these services.</p> <p>Pursuant to Section 1030.1 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of a Twelve Month Term and Supply Contract for the furnishing of Legal Research Services to Lexis Nexis of Dayton, Ohio for use by the County Counselor's Office, the Prosecuting Attorney's Office and the Medical Examiner's Office as a Sole Source purchase.</p> <p>This award is made on an "as needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.</p>																				
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																				

ATTACHMENTS	A copy of the Lexis Nexis Contract	
REVIEW	Department Director: 	Date: 10/12/16
	Finance (Budget Approval): <i>If applicable</i> N/A	Date:
	Division Manager: 	Date: 10/19/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



Lexis Advance® Subscription Agreement for State/Local
Government
(New Subscriber Version)

"Subscriber" Name: Jackson County Counselor and Prosecutor

Account Number: 1000058H2

"LN": LexisNexis, a division of Reed Elsevier Inc.

1. Subscription Agreement

LexisNexis, a division of Reed Elsevier 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:	50
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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. Up to 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 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. 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		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	50
City Attorney Premium	1011966	50
Prosecutor Premium	1011969	50
Missouri Practice Library	1011549	9
<input type="checkbox"/> 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.

Committed Term	Monthly Commitment
09/01/2013-04/30/2014	\$287
05/01/2014-08/30/2014 8-31-14 WSN	\$297
09/01/2014-08/30/2015 8-31-15 WSN	\$2972.00
09/01/2015-08/30/2016 8-31-16 WSN	\$3061.16
09/01/2016-08/30/2017 8-31-17 WSN	\$3152.99

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

(initials)

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 04/21/2014.

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) 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;

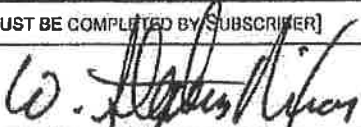
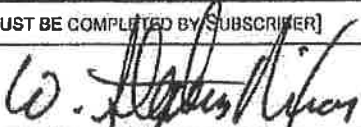
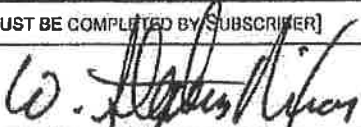
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

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.

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: Jackson County Counselor and Prosecutor								
<small>[MUST BE COMPLETED BY SUBSCRIBER]</small>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Authorized Subscriber Signature:</td> <td></td> </tr> <tr> <td>Printed Name:</td> <td>W. STEPHEN NIXON</td> </tr> <tr> <td>Job Title:</td> <td>COUNTY COUNSELOR</td> </tr> <tr> <td>Date:</td> <td>4/4/2014</td> </tr> </table>	Authorized Subscriber Signature:		Printed Name:	W. STEPHEN NIXON	Job Title:	COUNTY COUNSELOR	Date:	4/4/2014
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Job Title:	COUNTY COUNSELOR							
Date:	4/4/2014							

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<small>[COMPLETED BY LEXISNEXIS]</small>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Authorized Signature:</td> <td>_____</td> </tr> <tr> <td>Name:</td> <td>_____</td> </tr> <tr> <td>Job Title:</td> <td>_____</td> </tr> <tr> <td>Date:</td> <td>_____</td> </tr> </table>	Authorized Signature:	_____	Name:	_____	Job Title:	_____	Date:	_____
Authorized Signature:	_____							
Name:	_____							
Job Title:	_____							
Date:	_____							

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Jackson County Counselors and Prosecutors	
	Physical Address	Invoice Address
Street Address:	415 E. 12th Street suite 200	
City:	Kansas City	
State:	Missouri	
Zip:	64106	
County:	Jackson	
Telephone:	816-881-3125	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Legislative Judicial Executive

Professional User: _____ Practicing Area of Law: _____
 Support Staff: _____ Employer Identification Number: _____
 Bar No: _____ Issuing State: _____
 Date Issued/Expiration Date: _____ Organization Web Address: _____

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

Tax ID No: _____ State Contract No: (If applicable) _____
 PO No: (If applicable) _____

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	_____	_____	_____
Billing:	Sue Akers	816-881-1569	kakers@jacksongov.org
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	_____	_____	_____
	<u>Name</u>	<u>Telephone</u>	
Super Admin:	Sue Akers	816-881-1569	
	<u>Email</u>	<u>IP Address</u>	
	kakers@jacksongov.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
Already on file			