

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

177



FROM: Law Offices of the Public Defender

SUBMITTAL DATE:
June 14, 2011

**SUBJECT: APPROVAL OF SOLE SOURCE AGREEMENT WITH LEXISNEXIS FOR ONLINE
SUBSCRIPTION SERVICES FOR THE LAW OFFICES OF THE PUBLIC DEFENDER**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the three sole source agreements with LexisNexis and authorize the Chairman to sign the \$48,828 total per year, three-year online subscription agreements on behalf of the Board of Supervisors, and;
2. Authorize the Purchasing Agent to exercise annual renewals for a maximum of three additional years; to sign amendments that do not substantially change the agreement and to increase the compensation by the consumer price index, and;
3. Direct the Clerk of the Board to return the original signed agreements to Law Offices of the Public Defender.

BACKGROUND: (Continued on Page 2)

Brian L. Boles

Brian Boles, Assistant Public Defender for
Gary Windom, Public Defender

| | | | | |
|---------------------------|-------------------------------|----------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | No |
| | Current F.Y. Net County Cost: | \$0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$48,828 | For Fiscal Year: | 11/12 |

| | | |
|--------------------------------------|----------------------------------|--------------------------|
| SOURCE OF FUNDS: General Fund | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*

Elizabeth J. Olson

FORM APPROVED BY COUNTY COUNSEL
 BY: *Mark Seller*
 DATE: _____
 NEAL R. KIPNIS
 Departmental Concurrence
 Purchasing: *Mark Seller*
 Mark Seller, Assistant Director

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: District: Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.87

BOARD OF SUPERVISORS

**FORM 11: APPROVAL OF SOLE SOURCE AGREEMENT WITH LEXISNEXIS FOR ONLINE
SUBSCRIPTION SERVICES FOR THE LAW OFFICES OF THE PUBLIC
DEFENDER**

PAGE 2

BACKGROUND

The Law Offices of the Public Defender and the Capital Defender Office require access to online database research for the legal resources of various law libraries, public records, news, precedent setting court cases, real property, and business information. The LexisNexis database provides essential information to the Attorneys, Investigators, and Paralegals, and according to County Ordinance 459.4, subscriptions to publications are exempt from the bid process.

The program is essential to all our attorneys as we no longer exclusively rely on books for legal resources. Legal reference books can also be more costly to order and update than the service LexisNexis provides the Department. We cannot find the law or perform effective legal research on any given issue without the LexisNexis program. Under standards applicable to modern day representation of criminal defendants, a law firm cannot provide competent representation without a legal search program like LexisNexis or West Law. Under the State Bar Act and Rules of Professional Conduct we are required to make ourselves competent in the representation of those accused of crime. Doing criminal defense work without the ability to research and find the law is prima facie incompetent representation (See Cal. Rules of Prof. Cond., rule 3-110 [member must be competent in (1) diligence, (2) learning, and (3) skill].) Further, competent representation of those accused of crime is mandated by the State and Federal Constitutions. A failure to provide competent representation due to the inability to research and find the law could result in lawsuits for incompetency of counsel. Both the District Attorney and County Counsel also rely upon either LexisNexis or West Law legal programs.

The Law Offices of the Public Defender is receiving a government discount of approximately 30% off the published pricing. This is due to the flat rate price for a bundle of individual menus for legal and investigative applications.

REVIEW/APPROVAL

Purchasing concurs with this request. County Counsel has reviewed the agreement as to form.

Date: 6/14/2011
From: Gary Windom Dept./Agency: Public Defender & Capital Defender
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for: ***Online Subscription***

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: *Online Subscription*

Supplier being requested: *LexisNexis*

Alternative suppliers that can or might be able to provide supply/service: *West Law provides a similar service.*

Extent of market search conducted: *Exempt under Ordinance 459.4.*

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: *This service provides a combination of data features and services on a secure, Web-based interface. Our office has been using the LexisNexis service for the past six year and it works well with our workflow.*

Reasons why my department requires these unique features and what benefit will accrue to the county: *This service is a vital resource for attorneys, paralegals and investigators for legal research and investigating case information.*

Price Reasonableness:

The Law Offices of the Public Defender is receiving a government discount of approximately 30% off the published pricing. This is due to the flat rate price for a bundle of individual menus for legal and investigative applications.

Public Defender's Office:

\$45,204 for each year for the first 3 fiscal years with a consumer price index increase thereafter

Capital Defender's Office:

\$3,624 for each year for the first 3 fiscal years with a consumer price index increase thereafter

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? *No*

Period of Performance: July 1, 2011 – June 30, 2014

Brian L. Byler, Asst P.D. for Gary Wendorf 6/16/11
Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

[Signature] 6-16-11
Purchasing Agent **Date**

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

| | |
|---|---|
| "Subscriber": Riverside County Public Defender | "LN": LexisNexis, a division of Reed Elsevier Inc. |
|---|---|

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this 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" shall have the meaning set forth in the Agreement.

| PARTICIPATING BILLGROUP # | LOCATION (CITY AND STATE) |
|---------------------------|---------------------------|
| 1089VH | Riverside, CA |
| 1089VJ | " |

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are ___ judges and attorneys, and ___ government professionals for a total of ___ 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.com*SM 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 | SHEPARDS |
|-------------------------------------|----------------------------|----------|
| (a) LEXIS only and Related Services | SB0LX0 | Full |
| (b) Matthew Bender CA Criminal Def. | MBCA22 | |
| (c) California Enhanced | SB0ECA | |
| (d) Court Filings | BRIEFS | |
| (e) Prem Alt CA Crim Law | ZZYXMH | |
| (f) | | |
| (g) CA Public Records Statewide | RKCASW | |
| (h) CALIFORNIA Docket | SPRDCA | |
| (i) Public Records: Verdict | Public Records: Verdict | |
| (j) Tax Analyst: Current Awareness | TAXA01 | |
| (k) | | |
| (l) | | |
| (m) | | |
| (n) | | |
| (o) | | |

See attached Rider No. 1 for additional Preferred Pricing Materials

| COMMITMENT PERIOD(S) | | | MONTHLY COMMITMENT |
|----------------------|----------|--------------|--------------------|
| Beginning | 7/1/2011 | to 6/30/2012 | \$ 2717 |
| Beginning | 7/1/2012 | to 6/30/2013 | \$ 2717 |
| Beginning | 7/1/2013 | to 6/30/2014 | \$ 2717 |
| Beginning | | to | \$ |
| Beginning | | to | \$ |
| Beginning | | to | \$ |
| 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 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

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 June 30, 2011. 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. SUPPORT AND TRAINING

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

- (a) Mandatory basic training in the use of the Online Services 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 Amendment.

10. MISCELLANEOUS

10.1 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.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 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.

10.3 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.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 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.

AGREED TO AND ACCEPTED BY:

COUNTY OF RIVERSIDE, LAW OFFICES OF THE PUBLIC DEFENDER
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BY: B K J *

NAME: BRIAN K. CUMMINS

TITLE: PRICING ANALYST

DATE: 5/9/2011

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.

FORUM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE: 5/11/11

** LexisNexis' signature is void if any changes, corrections, or additions are made to this form.*

| | |
|--|---|
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1. TERM

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| PARTICIPATING BILLGROUP # | LOCATION (CITY AND STATE) |
|---------------------------|---------------------------|
| NEW BG | Riverside, CA |
| | |

3. CERTIFICATION

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| (g) CA Public Records Statewide | RKCASW | |
| (h) CALIFORNIA Docket | SPRDCA | |
| (i) Public Records: Verdict | Public Records: Verdict | |
| (j) Tax Analyst: Current Awareness | TAXA01 | |
| (k) | | |
| (l) | | |
| (m) | | |
| (n) | | |
| (o) | | |
| <input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials | | |

| COMMITMENT PERIOD(S) | | | MONTHLY COMMITMENT |
|----------------------|----------|--------------|--------------------|
| Beginning | 7/1/2011 | to 6/30/2012 | \$ 302 |
| Beginning | 7/1/2012 | to 6/30/2013 | \$ 302 |
| Beginning | 7/1/2013 | to 6/30/2014 | \$ 302 |
| Beginning | | to | \$ |
| Beginning | | to | \$ |
| Beginning | | to | \$ |
| Beginning | | to | \$ |

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(Initial) **Subscriber elects access to the Alternate Pricing Materials**

7. CLOSED OFFER

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AGREED TO AND ACCEPTED BY:

COUNTY OF RIVERSIDE, LAW OFFICES OF THE PUBLIC DEFENDER
SUBSCRIBER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: BKJ*
NAME: BRIAN K. CUMMINGS
TITLE: PRICING ANALYST
DATE: 5/9/2011

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.

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE: 5/19/11

*LexisNexis' signature is void if any changes, corrections, or additions are made to this form.

| | |
|--|---|
| "Subscriber": Riverside County Public Defender, Investigation | "LN": LexisNexis, a division of Reed Elsevier Inc. |
|--|---|

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| PARTICIPATING BILLGROUP # | LOCATION (CITY AND STATE) |
|---------------------------|---------------------------|
| 118RHT | Riverside, CA |
| 126TJ4 | " |

3. CERTIFICATION

Subscriber certifies, by completing *all* highlighted areas, that on the date this Amendment is signed by Subscriber there are ___ judges and attorneys, and ___ government professionals for a total of ___ 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.

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| | PREFERRED PRICING MATERIALS | SOURCE/MENU NUMBER | SHEPARDS |
|--|----------------------------------|--------------------|----------|
| (a) | Business-Finder & Valuations | SBOBUS | |
| (b) | Court Filings | BRIEFS | |
| (c) | Public Records, plus SmartLinx | RK00SL | |
| (d) | Public Records: Docket/Verdict | SPR000 | |
| (e) | | | |
| (f) | BG | 126TJ4 | |
| (g) | Investigative Portal | RK0IVP | |
| (h) | Investigative Portal: Sub News | IVP0NB | |
| (i) | Investigative Portal: Sub Pub Rc | SPRIVP | |
| (j) | | | |
| (k) | | | |
| (l) | | | |
| (m) | | | |
| (n) | | | |
| (o) | | | |
| <input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials | | | |

| | COMMITMENT PERIOD(S) | | | MONTHLY COMMITMENT |
|-----------|----------------------|----|-----------|--------------------|
| Beginning | 7/1/2011 | to | 6/30/2012 | \$ 1050 |
| Beginning | 7/1/2012 | to | 6/30/2013 | \$ 1050 |
| Beginning | 7/1/2013 | to | 6/30/2014 | \$ 1050 |
| Beginning | | to | | \$ |
| Beginning | | to | | \$ |
| Beginning | | to | | \$ |
| 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 Included in Subscriber's *lexis.com*® subscription, Subscriber will be granted access to the Lexis® Advance ("Lexis Advance") product offering when it becomes generally available to Subscriber's market and price plan. Upon release, the Lexis Advance offering may be designed primarily for specific types of users within Subscriber's organization whom LN may recommend as the target user group, but IDs will be progressively released throughout the organization as additional functionality and content is made available. To the extent available in Lexis Advance, Subscriber will have access to the same content in Lexis Advance as it currently has access to under this Amendment, including Subscriber's access to materials outside its subscription (e.g., if Subscriber currently has access to out-of-plan usage, Subscriber will have access to content on a transactional basis in Lexis Advance). If Subscriber has access to out-of-plan content in Lexis Advance, Subscriber agrees to pay the then-current transactional charges for such content as such charges are available to Subscriber in the Lexis Advance user interface at the time the document is accessed. Although Subscriber will be entitled to access the Lexis Advance product offering as part of its subscription, LN may also release premium functionality or enhanced content for an additional charge. Subscriber will be given the option to purchase these upgrades at its discretion.

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.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until June 30, 2011. 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. SUPPORT AND TRAINING

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

- (a) Mandatory basic training in the use of the Online Services 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 Amendment.

10. MISCELLANEOUS

10.1 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.

10.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 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.

10.3 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.

10.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

10.5 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.

AGREED TO AND ACCEPTED BY:

COUNTY OF RIVERSIDE, LAW OFFICES OF THE PUBLIC DEFENDER
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: BK-*

NAME: _____

NAME: BRIAN K. Cummings

TITLE: _____

TITLE: PRICING ANALYST

DATE: _____

DATE: 5/9/2011

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.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 5/12/11

* LexisNexis' signature is void if any changes, corrections, or additions are made to this form.