

JUL 23 2018

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Jim Simpson

TODAY'S DATE: JULY 18, 2018

DEPARTMENT:

X County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD:

X _____

REQUESTED AGENDA DATE:

X 07//23/18

SPECIFIC AGENDA WORDING:

Consideration of Lexis Advance Subscription for State/Local Government – with Library Patron Access with LexisNexis for the Law Library-Purchasing Department

PERSON(S) TO PRESENT ITEM: Ralph McBroom, Courtni Bragg or Jim Simpson

SUPPORT MATERIAL: will be provided separately)

TIME:

ACTION ITEM: 10

WORKSHOP: _____

(Anticipated number of minutes needed to discuss item)

CONSENT: _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: _____ X _____

ISS DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____ X _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

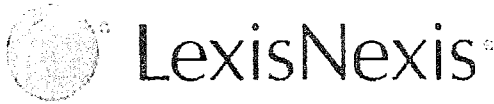
*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____



"Subscriber" Name: Johnson County Law Library
Account Number: 422PLT2NB
"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 of Use of Lexis Advance by Librarians/Library Staff

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization who will have access to Lexis Advance is as set forth below. A "Government Professional User" is defined as a librarian or researcher who is employed by the Subscriber.

Number of Government Professional Users:	1
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2.2 Each LN ID is issued for the individual use of the Government Professional User to whom it is assigned. A Government Professional User may not (i) share their LN ID(s) or (ii) perform research for a library patron or any other individual using their LN ID(s).

2.3 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.

3. Use of Lexis Advance by Library Patrons

3.1 In addition to use of Lexis Advance by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis Advance through the use of on-site library terminals (up to the specified number on Schedule I) at Subscriber's location(s) listed below (each a "Patron"). Non-Patrons of the library or any other persons who are not Government Professional Users are prohibited from receiving access to or use of Lexis Advance under this Amendment. Remote access to Lexis Advance (e.g., via dial-up or other remote connection) is strictly prohibited.

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
204 S BUFFALO AVE FL 3 CLEBURNE, TX	1

3.2 Subscriber acknowledges and agrees that each Patron may access Lexis Advance only from a library terminal that includes an acceptance screen (as the same is provided by LN) which requires the Patron to accept the LexisNexis General Terms and Conditions of Use. Each Patron must activate an "I Accept" button following the terms and conditions before the Patron will be permitted to access Lexis Advance. If the Patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "I Accept", then the Patron will not have access to Lexis Advance.

3.3 Subscriber's contact and technical information for its library terminals is set forth in the attached Schedule I.

4. Lexis Advance Product and Charges

4.1 This Section 4 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 4.2 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, 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 for Use by Government Professional Users		
Product	SKU Number	Number of Users
mirror patron content	mirror patron content	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

Lexis Advance Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
Texas Enhanced w/Full Federal	1011587	1
Texas Practice Library	1010629	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

4.2 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth in Section 4.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
8/1/2018 - 7/31/2019	638.50
8/1/2019 - 7/31/2020	638.50
8/1/2020 - 7/31/2021	638.50

4.3 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)

4.4 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.

5. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 7/20/2018.

6. 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.

7. 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.


8. Miscellaneous

8.1 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.

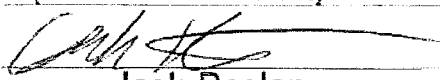
8.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Johnson County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Roger Harmon
Job Title:	County Judge
Date:	July 24, 2018

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]	
Authorized Signature:	
Name:	Josh Roslan
Job Title:	Pricing Analyst
Date:	7-26-18

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Johnson County Law Library	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	Physical Address	Invoice Address
Street Address:	204 S BUFFALO AVE FL 3	
City:	CLEBURNE	
State:	TX	
Zip:	76033	
County:	Johnson	
Telephone:	(817) 556-6169	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Library: law library

Employer Identification Number: _____

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:	Melinda Jaggars	817-556-6169	melinda@johnsoncountytexas.org
Billing:	Melinda Jaggars	817-556-6169	melinda@johnsoncountytexas.org
Policy/Legal Notification:	Melinda Jaggars	817-556-6169	melinda@johnsoncountytexas.org
Scheduling/Training:	Melinda Jaggars	817-556-6169	melinda@johnsoncountytexas.org
	<u>Name</u>	<u>Telephone</u>	
Super Admin:	Melinda Jaggars	817-556-6169	
	<u>Email</u>	<u>IP Address</u>	
	melinda@johnsoncountytexas.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

SCHEDULE I

LN requires accurate IP information from the library. The technical contact at the library will need to set up static IP addresses on the patron access machines.

Information needed to set up Patron Access:

1. Law Library Name:

Johnson County Law Library

2. Name of Technical Contact at Law Library

Chris Holt

3. Phone Number, email and availability of Technical Contact at Library

cholt@johnsoncountytexas.org

Number of terminals in contract: 1

Terminal 1 Static IP Address: <u>10.3.23.112</u>	Terminal 4 Static IP Address: _____
Terminal 2 Static IP Address: _____	Terminal 5 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 6 Static IP Address: _____
For additional terminal locations check here <input type="checkbox"/>	



This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of RELX Inc. ("LN") and Johnson County Law Library ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Termination Rights.

Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.

5. Miscellaneous.


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. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

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


AGREED TO AND ACCEPTED BY:

JOHNSON COUNTY LAW LIBRARY

SUBSCRIBER

BY: 
NAME: Roger Harmon
TITLE: County Judge
DATE: July 24, 2018

LexisNexis, a division of RELX Inc.

BY: 
NAME: Josh Roslan
TITLE: Pricing Analyst
DATE: 7-26-18