

JUN 21 '19 AM 11:33

Commissioners Court

JUL 8 2019

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**Approved**

**SUBMITTED BY:** Amy Pardo  
**TODAY'S DATE:** June 20, 2019

**DEPARTMENT:** County Attorney

**SIGNATURE OF DEPARTMENT HEAD:** Amy Pardo

**REQUESTED AGENDA DATE:** July 8, 2019

**SPECIFIC AGENDA WORDING:** Renewal of LexisNexis subscription for online legal research for County Attorney's Office

**PERSON(S) TO PRESENT ITEM:** Bill Moore

**SUPPORT MATERIAL:** Contract attached

**TIME:** 2 minutes

**ACTION ITEM:** \_\_\_\_\_  
**WORKSHOP** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT: X

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR: X

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 \_\_\_\_\_



<b>"Subscriber" Name: Johnson County Attorneys Office</b>
<b>Account Number: 1000057BO</b>
<b>"LN": LexisNexis, a division of RELX Inc.</b>

**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](http://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.

<b>Number of Government Professional Users:</b>	<b>3</b>
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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 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 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		
Product	SKU Number	Number of Users
All Briefs, Pleadings & Motions	1010612	3
TX Practice Library	1010629	3
National Primary Enhanced	1011511	3

News	1010610	3
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

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.

Commitment Term	Monthly Commitment
9/1/2019 to 8/31/2020	\$363.00
9/1/2020 to 8/31/2021	\$363.00
9/1/2021 to 8/31/2022	\$363.00

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 06/25/19.

**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: Johnson County Attorneys Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Roger Harman
Job Title:	County Judge
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	Roslan,	Roslan, Joshua (LNG-
Job Title:	Joshua (LNG-	DAY)
Date:	DAY)	Date: 2019.07.11 09:49:12 -04'00'