

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**SUBMITTED BY:** Ralph McBroom  
**TODAY'S DATE:** May 16, 2022

**DEPARTMENT:** Purchasing

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** May 23, 2022

**SPECIFIC AGENDA WORDING:** Consider approval of Lexis Nexis Subscription Agreement for State/Local Government with Library Patron Access in the Law Library.

**PERSON(S) TO PRESENT ITEM:** Ralph McBroom

**SUPPORT MATERIAL:** See attachment

**TIME:** 5 min

**ACTION ITEM:** X  
**WORKSHOP**  
**CONSENT:**  
**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X  
**AUDITOR:**  
**PERSONNEL:**  
**BUDGET COORDINATOR:**

**IT DEPARTMENT:**  
**PURCHASING DEPARTMENT:**  
**PUBLIC WORKS:**  
**OTHER:** Law Library

\*\*\*\*\*This Section to be completed by County Judge's Office\*\*\*\*\*

COMMISSIONERS COURT

ASSIGNED AGENDA DATE: \_\_\_\_\_ **MAY 23 2022** \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_

**Approved**  
Date \_\_\_\_\_



**LEXIS® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
WITH LIBRARY PATRON ACCESS  
(NEW SUBSCRIBER)**

<b>"Subscriber" Name:</b> Johnson County, TX Law Library
<b>Account Number:</b>
<b>"LN":</b> 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® 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: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

**2. Certification of Use of Lexis by Librarians/Library Staff**

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

<b>Number of Government Professional Users:</b>	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 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.

**3. Use of Lexis by Library Patrons**

3.1. In addition to use of Lexis by Subscriber's Government Professional Users, Subscriber's "Authorized Users" may also include Subscriber's library patrons who are accessing Lexis 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 under this Agreement. Remote access to Lexis (e.g., via dial-up or other remote connection) is strictly prohibited.

<b>Location (address, city and state)</b>	<b># of Terminals</b>
204 S. Buffalo Avenue Cleburne, Texas	2

3.2. Subscriber acknowledges and agrees that each Patron may access Lexis 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. 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.

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



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**4. Lexis Product and Charges**

4.1. This Section 4 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis 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 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.

<b>Lexis Content &amp; Features for Use by Government Professional Users</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
Texas Enhanced with Full Federal	1011587	1
Texas Practice	1010630	1

<b>Lexis Content &amp; Features for Use by Library Patrons</b>		
<b>Product</b>	<b>SKU Number</b>	<b>Number of Users</b>
Texas Enhanced with Full Federal	1011587	2
Texas Enhanced with Full Federal Texas Practice	1011587 1010629	2

4.2. In exchange for access to the Lexis 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.

<b>Committed Term</b>	<b>Monthly Commitment</b>
Activation-05/31/22	\$0
06/01/22-05/31/23	\$937
06/01/23-05/31/24	\$975
06/01/24-05/31/25	\$1,014

4.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis 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.

  
(Initial)

**Subscriber elects access to the Alternate Materials**

4.4. LN may temporarily suspend access to Lexis 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



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Agreement 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 30 May 2022.

**6. 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.

**7. Support and Training**

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis 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**

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 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:**

<b>Subscriber: Johnson County, TX Law Library</b>
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: 
Printed Name: <u>Roger Harmon</u>
Job Title: <u>County Judge</u>
Date: <u>5-23-22</u>

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: 	Digitally signed by
Name: <u>Mark</u>	<u>Mark Eikenberry</u>
Job Title: <u>Eikenberry</u>	Date: 2022.05.16
Date: <u>08:21:09 -04'00'</u>	



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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Johnson County, TX Law Library	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
	Physical Address	Invoice Address
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: (if applicable)		

TYPE OF ORGANIZATION	
Library:	_____
Employer Identification Number:	_____
Organization Web Address:	_____
Tax Exempt:	<input checked="" type="checkbox"/> Yes (attach Sales Tax Exemption Certificate)    MSA: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No
Tax ID No:	75-6001030
State Contract No:	(If applicable)
PO No:	(If applicable)

CONTACTS			
	Name	Telephone	Email
Installation:	_____	_____	_____
Billing:	_____	_____	_____
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	_____	_____	_____

Super Admin:	Name	Telephone
	_____	_____
	Email	IP Address
	_____	_____



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<b>CUSTOMER ID INFORMATION (Please type or print)</b>			
<b>ID Holders' Names (Additional Sheet Attached <input type="checkbox"/>)</b>	<b>ID Holders' Titles/Positions</b>	<b>ID Holders' Email Addresses</b>	<b>Location/Address</b>



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**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. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name:** Johnson County, TX Law Library†
2. **Name of Technical Contact** at Law Library: \_\_\_\_\_
3. **Phone Number, email and availability** of Technical Contact at Library: \_\_\_\_\_
4. **Number of terminals** in contract: 2

<b>Terminal 1</b> Static IP Address: _____	<b>Terminal 4</b> Static IP Address: _____
<b>Terminal 2</b> Static IP Address: _____	<b>Terminal 5</b> Static IP Address: _____
<b>Terminal 3</b> Static IP Address: _____	<b>Terminal 6</b> Static IP Address: _____