

**REQUEST FOR AGENDA PLACEMENT FORM**

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

**SUBMITTED BY:** Amy Pardo

**TODAY'S DATE:** May 25, 2022

**DEPARTMENT:** County Attorney

COMMISSIONERS COURT

**SIGNATURE OF DEPARTMENT HEAD:** \_\_\_\_\_

*Amy Pardo*

JUN 13 2022

**Approved**

**REQUESTED AGENDA DATE:** June 13, 2022

**SPECIFIC AGENDA WORDING:** Consideration of renewal of contract with LexisNexis for online legal research - County Attorney's Office

**PERSON(S) TO PRESENT ITEM:** Bill Moore or Amy Pardo

**SUPPORT MATERIAL:** Contract attached

**TIME:** 2 minutes

**ACTION ITEM:** X

**WORKSHOP** \_\_\_\_\_

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

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

**STAFF NOTICE:**

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR: X

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. Subscription Agreement**

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis<sup>®</sup> 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**

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. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>3</b>
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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 Product and Charges**

3.1. This Section 3 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 3.5 below (the "Initial Term").

- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the 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.

Lexis Content & Features		
Product	SKU Number	Number of Users
News	1010610	3
All Briefs, Pleadings & Motions	1010612	3
TX Practice Library	1010629	3
National Primary Enhanced	1011511	3

- 3.5. In exchange for access to the Lexis 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.

Initial Term	Monthly Commitment
09/01/2022-08/31/2023	\$378
09/01/2023-08/31/2024	\$394
09/01/2024-08/31/2025	\$410

- 3.6. 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.

RH  
(Initial)

**Subscriber elects access to the Alternate Materials**

3.7. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. 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 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 07/15/2022.

#### 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 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.

#### 7. Miscellaneous

7.1. 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.


7.2. 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 AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**



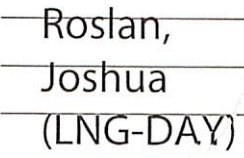
**LEXIS® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER-AAR)**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Johnson County Attorneys Office</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	Roger Harmon
<b>Job Title:</b>	County Judge
<b>Date:</b>	June 13, 2022
<b>Number of Professional Users:</b>	3

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<b>Authorized Signature:</b>		<b>Digitally signed by</b>
<b>Name:</b>	Roslan,	Roslan, Joshua (LNG-
<b>Job Title:</b>	Joshua	DAY)
<b>Date:</b>	(LNG-DAY)	Date: 2022.05.26
		15:41:01 -04'00'



**LEXIS® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER-AAR)**

CUSTOMER INFORMATION (Please type or print):	
<b>Organization Name: (Full Legal Name)</b>	Johnson County Attorneys Office
<b>Billing Frequency:</b>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Annually
	<b>Physical Address</b> <span style="float: right;"><b>Invoice Address</b></span>
<b>Street Address:</b>	SAME
<b>City:</b>	
<b>State:</b>	
<b>Zip:</b>	
<b>County:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Parent Company: (if applicable)</b>	

TYPE OF ORGANIZATION	
<input type="checkbox"/> Legislative	<input checked="" type="checkbox"/> Judicial <input type="checkbox"/> Executive
<b>Professional User:</b> 3	<b>Practicing Area of Law:</b>
<b>Support Staff:</b> 1	<b>Employer Identification Number:</b>
<b>Bar No:</b>	<b>Issuing State:</b> TX
<b>Date Issued/Expiration Date:</b>	<b>Organization Web Address:</b>
<b>Tax Exempt:</b> <input checked="" type="checkbox"/> Yes (attach Sales Tax Exemption Certificate) <input type="checkbox"/> No	<b>MSA:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Tax ID No:</b> 75-6001030	<b>State Contract No:</b> (If applicable)
	<b>PO No:</b> (If applicable)

CONTACTS			
	Name	Telephone	Email
<b>Installation:</b>	Amy Pardo, Office Administrator	817-556-6860	amyp@johnsoncountytexas.org
<b>Billing:</b>	Amy Pardo, Office Administrator	817-556-6860	amyp@johnsoncountytexas.org
<b>Policy/Legal Notification:</b>	Amy Pardo, Office Administrator	817-556-6860	amyp@johnsoncountytexas.org
<b>Scheduling/Training:</b>	Amy Pardo, Office Administrator	817-556-6860	amyp@johnsoncountytexas.org

	Name	Telephone
<b>Super Admin:</b>	Amy Pardo	817-556-6860
	Email	IP Address
	amyp@johnsoncountytexas.org	

CUSTOMER ID INFORMATION (Please type or print)



**LEXIS® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER-AAR)**

ID Holders' Names (additional sheet attached <input type="checkbox"/> )	ID Holders' Titles/Positions	ID Holders' Email Addresses	Location/Address
Whitney Clotfelter	Asst. County Attorney	[REDACTED]	Same
Jim B. Simpson	1st. Asst. County Attorney	[REDACTED]	Same
Bill Moore	County Attorney	[REDACTED]	Same
Amy Pardo	Office Administrator	amyp@johnsoncountytexas.org	Same