

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 3/31/2023

COMMISSIONERS COURT

Meeting Date: 4/10/2023

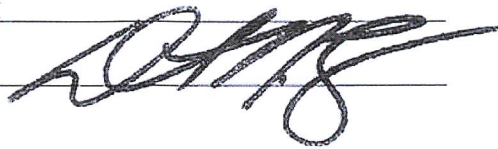
APR 10 2023

Submitted By: Chris Taylor

Department/Office: District Clerk

Approved

Signature of Director/Official: _____



Agenda Title:

LexisNexis - Lexis+ subscription for District Clerk

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

This will give our office access to current Texas statutes, including any historical changes, along with the ability to perform in depth public records searches to locate individuals for the courts.

(May attach additional sheets if necessary)

Person to Present: Chris Taylor

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 2 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline
& List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



“Subscriber” Name: Johnson County District Clerk
Account Number:
“LN”: 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

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.

Number of Government Professional Users:	8
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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. 1 ID’s may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	
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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 3.2 below (the “Committed Term”). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, 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.



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)

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
Texas State Government Package	1537105	8
Lexis+ Practical Guidance-State and Local Government	1534660	8
Core Public Records with Smartlinx	1004801	8

3.2 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.

Committed Term	Monthly Commitment
04/04/23-05/31/23	\$0
06/01/23-05/31/24	\$536
06/01/24-05/31/25	\$563
06/01/25-05/31/26	\$592

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

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

3.5 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 _____.

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



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
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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.

AGREED TO AND ACCEPTED BY:

Subscriber: Johnson County District Clerk
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: <u></u>
Printed Name: <u>Christopher Boedeker</u>
Job Title: <u>County Judge</u>
Date: <u>April 10, 2023</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: <u>2023.03.30</u>
Date:	<u>07:19:13 -04'00'</u>



**LEXIS+® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER VERSION)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Johnson County District Clerk	
Billing Frequency:	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Annually
	Physical Address	Invoice Address
Street Address:	204 S. Buffalo	P.O. Box 495
City:	Cleburne	Cleburne
State:	Texas	Texas
Zip:	76033	76033
County:	Johnson	Johnson
Telephone:	817-556-6839	817-556-6839
Fax:		
Parent Company: (if applicable)	Johnson County	

Type of Organization:

Legislative Judicial Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: <https://www.johnsoncountytexas.org/>

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:	Chris Taylor, Chief Deputy	817-556-6839	chris@johnsoncountytexas.org
Billing:	Chris Taylor, Chief Deputy	817-556-6839	chris@johnsoncountytexas.org
Policy/Legal Notification:	Chris Taylor, Chief Deputy	817-556-6839	chris@johnsoncountytexas.org
Scheduling/Training:	Chris Taylor, Chief Deputy	817-556-6839	chris@johnsoncountytexas.org



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	Name	Telephone
Super Admin:	Chris Taylor	817-556-6839
	Email	IP Address
	chris@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
Chris Taylor	Chief Deputy	chris@johnsoncountytexas.org	Same
Sady Whitley	Administrative Assistant	swhitley@johnsoncountytexas.org	Same
Bonnie Lain	Supervisor	blain@johnsoncountytexas.org	Same
Sylvia Maldonado-Fisher	Deputy Clerk	smaldonado-fisher@johnsoncountytexas.org	Same
Logan Howe	Deputy Clerk	lhowe@johnsoncountytexas.org	Same
Sally VanSlyke	Operations Manager	svanslyke@johnsoncountytexas.org	Same
Carly Casey	Supervisor	ccasey@johnsoncountytexas.org	Same
Kristine Bock	Supervisor	kbock@johnsoncountytexas.org	Same