

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 1st through 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 03/19/2025

Requested by: District Attorney

Commissioners Court Date: 03/25/2025

AGENDA ITEM: Discussion/Action regarding the renewal of the Lexis Nexis Contract for FY 25.

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beirele

Commissioner Pct. 3 Collier

Commissioner Pct. 4 Dockery



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: 33rd & 424th Judicial District Atty
Account Number: 10001YXMB
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis 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: <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:	12
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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 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.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) 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 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, 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+ Content & Features		
Product	SKU Number	Number of Users
News	1010610	12
All Law Reviews	1010857	12
National Primary Enhanced	1011511	12
Lexis+™ Practical Guidance - State & Local Government	1534660	12



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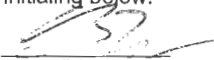
All Briefs, Pleadings & Motions		12

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed 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 Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed 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. In exchange for access to the Lexis+ 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.

Committed Term	Monthly Commitment
7/1/2025 - 6/30/2026	\$654
7/1/2026 - 6/30/2027	\$687
7/1/2027 - 6/30/2028	\$722

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here


(Initial)

- 3.5. 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)

- 3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.7. LN may temporarily suspend access to Lexis+ 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 4/10/2025.
- 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



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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+ 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+ 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: 33rd & 424th Judicial District Atty
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____



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Customer Information (please print or type)			
Organization Name (full legal name)		33rd & 424th Judicial District Atty	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?	☐ Yes ☒ No	PO #	
MSA # if applicable			