



LEXIS  
**SUBSCRIPTION PLAN AMENDMENT  
 FOR STATE/LOCAL GOVERNMENT**

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and Hidalgo County Sheriff's Dept ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until 3/31/2008 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUPS	LOCATION (CITY AND STATE)
119NBW	Edinburg, TX

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 4 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least thirty (30) days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within ninety (90) days following notice of such increase, terminate this Amendment upon at least ten (10) days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the the current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to any use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the lexis.com service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first (1st) day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

Preferred Pricing Materials	Source/Menu Number
(a) Law Enforcement Solutions	WSPRAA
(b)	
(c)	
(d)	
(e)	

See attached Folder No. 1 for additional Preferred Pricing Materials

Billgroup	Subscriber Period	Monthly Commitment
Beginning	<u>4/1/2005</u> to <u>3/31/2006</u>	\$ <u>488</u>
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; (c) MarkMonitor; (d) Multax and (e) Risk Solutions.

#### 6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

  N/A  

Subscriber elects access to the Alternate Pricing Materials

#### 7. CLOSED OFFER

The offer of LN contained herein is valid until \_\_\_\_\_. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

#### 8. 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 8 will survive the termination or expiration of this Amendment.

#### 9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least thirty (30) days prior written notice to LN. This Amendment may also be terminated by Subscriber on ten (10) days prior written notice to LN in the event (a) of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1, or (b) LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of business during the Term. To be effective, notice of termination pursuant to (a) or (b) above must be given within ninety (90) days of the event giving rise to the termination right.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistency between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY SHERIFF'S DEPT

LexisNexis, a division of Reed Elsevier Inc.

SUBSCRIBER  
BY: (X) ~~Ramon Garcia~~  
NAME: RAMON GARCIA  
TITLE: COUNTY JUDGE  
DATE: 3-11-05

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Approved by Commissioners' Court  
on 3-8-05 ak

# IT EQUIPMENT / CHANGE REQUEST FORM

Date of Request: 03/01/05 Requestor: Darlene Betancourt  
 Phone #: 956-318-2626 Email: \_\_\_\_\_  
 Department: Purch. Dept. # \_\_\_\_\_ Signature: \_\_\_\_\_  
 Contact: Renee Ruiz Contact Phone #: 956-292-7010  
(if different from requester)

Equipment /  Change - Requested:

Qty:	Qty:
<input type="checkbox"/> PC (CPU unit only)	<input type="checkbox"/> Fax Machine
<input type="checkbox"/> Laptop	<input type="checkbox"/> Telephone
<input type="checkbox"/> Network equipment	<input type="checkbox"/> Telephone Accessory
<input type="checkbox"/> Monitor	<input type="checkbox"/> Printer
<input type="checkbox"/> Printer	<input type="checkbox"/> Data Cable Drop
<input type="checkbox"/> Accessories	<input checked="" type="checkbox"/> Other: <u>SW subscription</u>

Please detail equipment / change type: (model, part #, etc.)  
LEXIS NEXIS accounts for ALL criminal justice functions, HCSO, DA, UPS, etc.

Reason for Request:

Additional Staff (name: \_\_\_\_\_)

Replacement - unit replaced: \_\_\_\_\_

Other (explain and attach documentation if any) Yearly subscription

Request:  APPROVED  DENIED

Date of Commissioner's Court Meeting \_\_\_\_\_ Req. # / PO # \_\_\_\_\_

Renee Ruiz  
 IT Dept. Evaluator  
03/02/05  
 Date / Time

Renee Ruiz  
 Renán Ramirez  
 Chief Information Officer  
 Hidalgo County, Texas