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Edinburg, Texas 78539
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www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>12/18/2020</u>	Department:	<u>100 - Law Library</u>	<input type="checkbox"/>
Contract No.:	<u>C-20-381-12-15</u>	Effective Date:	<u>01/01/2021</u>	
Description of Project:	<u>Lexis Nexis Research Services for Law Library</u>			
Awarded Vendor:	<u>Lexis Nexis</u>			
CC Approval on	<u>12/15/2020</u>	AI-	<u>78701</u>	

Routing of documents:

1. Executive Office – Attn: Monica Salinas
2. District Attorney's Office – Attn: David Cantu
3. County Judge's Office – Attn: Richard F. Cortez
4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
5. Purchasing Department – Attn: Jaime Rivas ext. 4875

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LexisNexis, a division of RELX Inc.
 Miamisburg, OH United States

Certificate Number:
 2020-697801

Date Filed:
 12/10/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Law Library

Date Acknowledged:
 12/11/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020381
 Online Legal Research Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RELX U.S. Holdings Inc.	Newton , MA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



"Subscriber" Name: Hildalgo County Law Library	<div style="border: 1px solid blue; padding: 5px;"> <p style="text-align: center;">FILED AT <u>10:40</u> O'CLOCK <u>A</u> M</p> <p style="text-align: center; color: red;">DEC 23 2020</p> <p style="text-align: center; font-size: small;">ARTURO GUERRERO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS</p> <p style="text-align: center;">BY <u>[Signature]</u> DEPUTY</p> </div>
Account Number: 1000VEXQX	
"LN": LexisNexis, a division of RELX Inc.	

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance 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 www.lexisnexis.com/terms/general.

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

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

Number of Government Professional Users:	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 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.

3. Use of Lexis Advance by Library Patrons

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

LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
100 N Closner Blvd Edinburg, TX	2

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

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

4. Lexis Advance Product and Charges

4.1 This Section 4 amends the Subscription Agreement with respect to the Lexis Advance product offering described below. The term of Subscriber's commitment for the Lexis Advance 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 Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, 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 Advance Content & Features for Use by Government Professional Users		
Product	SKU Number	Number of Users
mirror patron content	mirror patron content	1
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

Lexis Advance Content & Features for Use by Library Patrons		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	2
Texas Practice Library	1010629	2
Criminal Practice and Procedure Analytical	1010471	2
Nichols Eminent Domain	1010391	2
All Briefs, Pleadings and Motions	1010612	2
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

4.2 In exchange for access to the Lexis Advance 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.

Committed Term	Monthly Commitment
1/1/2021-12/31/2021	\$2350.00
1/1/2022-12/31/2022	\$2350.00
1/1/2023-12/31/2023	\$2350.00

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

Subscriber elects access to the Alternate Materials

(Initial)

4.4 LN may temporarily suspend access to Lexis Advance 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.

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 12/31/20.

6. 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 5 will survive the termination or expiration of this Amendment.

7. Support and Training

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

8.1 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 Advance or by signing below.

8.2 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 AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Hidalgo County Law Library	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	<i>Richard F. Cortez</i>
Printed Name:	<i>Richard F. Cortez</i>
Job Title:	<i>County Judge</i>
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	_____
Name:	_____
Job Title:	_____
Date:	_____

APPROVED BY
COMMISSIONERS' COURT
ON: 12-15-20 MM

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Hidalgo County Law Library	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	100 N Closner Blvd	
City:	Edinburg	
State:	TX	
Zip:	78239	
County:	Hidalgo	
Telephone:	956-318-2155	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Library: law library

Employer Identification Number: _____

Organization Web Address: _____

Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No

MSA: Yes No

Tax ID No: _____

State Contract No:
(If applicable)

PO No:
(If applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	<u>Angie Chapa</u>	<u>956-318-2099</u>	<u>angue.chapa@co.hidalgo.tx.us</u>
Billing:	<u>same as above</u>	_____	_____
Policy/Legal Notification:	<u>same as above</u>	_____	_____
Scheduling/Training:	<u>same as above</u>	_____	_____
	<u>Name</u>	<u>Telephone</u>	
Super Admin:	<u>Angie Chapa</u>	<u>956-318-2099</u>	
	<u>Email</u>	<u>IP Address</u>	
	<u>angie.chapa@co.hidalgo.tx.us</u>	_____	_____

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

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.

Information needed to set up Patron Access:

1. Law Library Name:

Hidalgo County Law Library

2. Name of Technical Contact at Law Library

Angie Chapa

3. Phone Number, email and availability of Technical Contact at Library

angie.chapa@co.hidalgo.tx.us

Number of terminals in contract: 2

Terminal 1 Static IP Address: <u>97.77.105.2</u>	Terminal 4 Static IP Address: _____
Terminal 2 Static IP Address: <u>97.77.105.2</u>	Terminal 5 Static IP Address: _____
Terminal 3 Static IP Address: _____	Terminal 6 Static IP Address: _____
For additional terminal locations check here <input type="checkbox"/>	

Lease and/ or Service Agreement

Company's Name: Lexis Nexis

Department: Law Library

AI- 78701 Approval through CC on: 12/15/2020


Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk
Date: 12/23/20

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: _____

_____, Assistant District Attorney

Civil Litigation Division

APPROVED BY
COMMISSIONERS' COURT
DATE: 12-15-20 MM