



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 14

DATE: 11/19/2024

**SUBJECT: CONSIDERATION OF SUBSCRIPTION AGREEMENT FOR DIGITAL  
LIBRARY ACCESS - LAW LIBRARY - LEXIS NEXIS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider Subscription Agreement for Digital Library Access, for the Law Library, with Lexis Nexis, and approve contract.

**BACKGROUND**

The purpose of this purchase is to purchase access to digital and printed books and publications for Law Library patron legal research.

The term of this agreement is thirty-six (36) months effective January 1, 2025, with an annual price increase of four percent (4%).

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

**FISCAL IMPACT**

Funding in the amount of \$93,504.00 for FY 2025 is available in account 24100-2025 Law Library/4860100000 Law Library/524153 On-line Service. Funding for FY 2026 and FY 2027 will be requested in future budgets.

SUBMITTED BY	Purchasing	PREPARED BY:	James Bocks, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



**3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT**

- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("**All LN Products**") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "**Preferred Customer**" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("**Permitted Adjustments**"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- i. Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
  - ii. You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
  - iii. Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "**Threshold Spend**" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.
- 4. CONFIDENTIAL INFORMATION**  
This Agreement contains confidential information, including pricing information, of LN (the "**Confidential Information**"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.
5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

**Agreed to and accepted by:**

<b>"Subscriber": Tarrant County Law Library</b>	
[MUST BE COMPLETED BY YOU]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	
<b>Job Title:</b>	
<b>"Signature Date":</b>	
Number of Authorized Users for Digital Library:	

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Publication Service agreement between LexisNexis, a division of RELX Inc. ("LN") and Tarrant County Law Library, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of the Order (including the Riders), the LexisNexis Publication Services Terms and Conditions viewable at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms"), which are incorporated into the Agreement by reference and made a part thereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Section 2.4 of the Pub. Svcs. Terms.** If Subscriber declines to utilize the Subscriber Documents feature as stated in Section 2.4 of the Pub. Svcs. Terms, and Subscriber provides LN written notice of such intention, LN will disable the Subscriber Documents Feature and Section 2.4 of the Publ Svcs. Terms shall not be applicable to Subscriber once disabled.
4. **Non-Discrimination.** LN does not, in the hiring of employees for the performance of work under the contract or any subcontract, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of the state of Ohio in the employment of a person qualified and available to perform work which the Agreement relates. Further, LN does not discriminate against, intimidate or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in 4112.01 of the Revised Code, national origin or ancestry.
5. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any year of the Term upon no less than 30 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
6. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Digital Library Publications and any and all Materials made available through the Pub. Svcs. Terms. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Digital Library Publications as set forth in the Pub. Svcs. Terms.
7. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
8. **Limitation of Liability.** Subscriber, as a State entity, does not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
9. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the

indemnification provision in the Pub. Svcs. Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

10. **Warranties.** LN's warranties for the Publication Services are set forth in the Pub. Svcs. Terms. Any Subscriber provided provisions in the Agreement which sets forth additional warranties is deleted.
11. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, this Agreement contains confidential information including pricing information, of LN (the "Confidential Information"). Subscriber understands that disclosure of Confidential Information could cause competitive harm to LN. Subscriber agrees to receive and maintain Confidential Information in trust and confidence and shall not disclose Confidential Information except in accordance with and only to the extent required by State Law.
13. **Miscellaneous.**
  - 13.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
  - 13.2 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 Publication Service.
  - 13.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Publication Service.

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: Tarrant County Law Library</b>	
[MUST BE COMPLETED BY SUBSCRIBER]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	
<b>Job Title:</b>	
<b>Date:</b>	

**This Addendum is subject to acceptance by LN, which acceptance will be evidenced by providing access to the Publication Services or otherwise initiating its performance under this Agreement.**



**LexisNexis Digital Library Additional Access Methods Addendum for State Government and Public Law Libraries**

<b>"Subscriber":</b> Tarrant County Law Library	<b>"LN":</b> LexisNexis, a division of RELX Inc.
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This LexisNexis Digital Library Additional Access Methods Addendum ("Addendum") amends and supplements the terms of the LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"). The parties agree to the following:

**A. Definitions of Authorized Users and Restricted Access Users**

The definition of "Authorized Users" in DLMYP 2.1 is hereby revised to refer to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (3) Guest Access Users, and (4) Restricted Access Users.

"Guest Access Users" is hereby defined as those users accessing the LexisNexis Digital Library on a terminal provided by Subscriber or on Guest Access Users' laptops or mobile devices.

"Restricted Access Users" is hereby defined as Subscriber's other legal professional library patrons that do not fall into another category mentioned in the definition of Authorized Users.

**B. Authentication Types and Lending Privileges Permitted**

The following authentication types and borrowing privileges are permitted for each Authorized User type below, and Subscriber shall enforce these permissions. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of these terms.

Subscriber's Authorized User Type	Authentication Type	Borrowing Privileges
Employees, temporary employees and/or contractors	ID and Password or other LN-authorized, individually identifying authentication method	<ul style="list-style-type: none"> <li>Number of eBooks that can be checked out at one time and permitted checkout length are at Subscriber's discretion, subject to any system limitations</li> </ul>
Guest Access Users	IP address that is only accessible from within the library's physical building	<ul style="list-style-type: none"> <li>Lending periods of one (1) day maximum are permitted.</li> <li>Only one eBook at a time may be checked out by a Guest Access User.</li> </ul>
Restricted Access Users	ID and Password	<ul style="list-style-type: none"> <li>Lending periods shall be no shorter than seven (7) days.</li> <li>Only one eBook at a time may be checked out by a Restricted Access User.</li> </ul>

**C. General Terms**

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

**Agreed to and accepted by:**

<b>"Subscriber": Tarrant County Law Library</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<p><b>Authorized Subscriber Signature:</b> _____</p> <p><b>Printed Name:</b></p> <p><b>Job Title:</b></p> <p><b>Date:</b></p>

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER ACCEPTS THIS ADDENDUM BY SIGNING ABOVE. LN ACCEPTS THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM.

Rider 1: Digital Library eBooks for Tarrant County Law Library

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Pub	eBook ISBN	eBook Title	QTY	Year1	Year 2	Year 3	Maximum Matching Print Qty
199	9781579116019	Civil Rights Actions	UNL	\$2,580	\$2,683	\$2,791	1
200	9781579116040	Collier Bankruptcy Practice Guide	UNL	\$2,794	\$2,906	\$3,023	1
224	9781579114114	Collier Bankruptcy Manual	UNL	\$1,242	\$1,291	\$1,343	1
238	0009238120009	Texas Estate Planning	UNL	\$555	\$578	\$601	1
370	9781579116903	Louisell & Williams, Medical Malpractice	UNL	\$2,508	\$2,608	\$2,713	1
410	9780327173182	Moore's Federal Practice	UNL	\$10,891	\$11,327	\$11,780	1
413	9781579117054	Moore's Manual: Federal Practice Forms	UNL	\$3,528	\$3,669	\$3,816	1
465	9780327173168	Nimmer on Copyright	UNL	\$3,262	\$3,393	\$3,529	1
525	9780327173175	Chisum on Patents	UNL	\$4,471	\$4,650	\$4,836	1
527	9781579112141	Civil RICO	UNL	\$674	\$701	\$729	1
543	0009543120008	Police Civil Liability	UNL	\$906	\$942	\$980	1
705	9781579118242	Texas Family Law Practice and Procedure	UNL	\$1,814	\$1,886	\$1,962	1
706	9781579118259	Texas Torts and Remedies	UNL	\$2,392	\$2,488	\$2,587	1
708	9781579118266	Texas Probate, Estate and Trust Administration	UNL	\$1,010	\$1,050	\$1,092	1
709	9781531025298	Texas Civil Procedure: Pre-Trial Ligation	1	\$92	\$96	\$100	NA
712	9781579118280	Texas Criminal Practice Guide	UNL	\$2,946	\$3,064	\$3,187	1
719	9780327173267	Texas Litigation Guide	UNL	\$5,693	\$5,921	\$6,158	1
726	9781422486207	Gilson on Trademarks	UNL	\$3,784	\$3,935	\$4,092	1
727	9780327185543	Texas Transaction Guide: Legal Forms	UNL	\$4,949	\$5,147	\$5,353	1
741	0009007410003	Texas Civil Trial Guide	UNL	\$668	\$694	\$722	1
820	9781579110741	Williams & Meyers, Oil and Gas Law	UNL	\$1,454	\$1,512	\$1,573	1
874	9781531025311	Texas Civil Procedure: Trial and Appellate Practice (Carolina Academic Press)	1	\$92	\$96	\$100	NA
1147	0009114712007	Texas Personal Injury Handbook	UNL	\$328	\$341	\$354	1
1430	0009143012000	Texas Workers' Compensation Handbook	UNL	\$191	\$199	\$207	1
1534	0009153412005	Corbin on Contracts Desk Edition	UNL	\$372	\$387	\$402	1
1677	0009167712009	Wind Law	UNL	\$35	\$37	\$38	1
2419	0009024190001	Fifth Circuit Criminal Handbook	UNL	\$2,384	\$2,479	\$2,579	1
2735	0009027350006	LexisNexis Practice Guide: New Appleman Texas Insurance Law	UNL	\$2,924	\$3,041	\$3,163	1
2881	0009028810004	Texas Search and Seizure	UNL	\$1,120	\$1,165	\$1,211	1
2914	9781663387936	Dorsaneo's & Chandler's Texas Claims & Defenses	UNL	\$2,004	\$2,084	\$2,168	1
3697	9781531006501	Texas Legal Research	1	\$20	\$21	\$22	NA
4341	0009434112006	Weissenberger's Federal Evidence	UNL	\$104	\$108	\$112	1
7101	0009071010000	Attacking & Defending Drunk Driving Tests Digital Library	1	\$307	\$319	\$332	NA
7131	0009071310001	Texas DTPA Forms & Practice Guide	1	\$329	\$342	\$355	NA
7180	0009071800014	Social Security Disability Practice	1	\$360	\$374	\$389	NA
7184	0009071840003	Texas Criminal Forms	1	\$334	\$347	\$361	NA
7185	0009071850002	Texas Criminal Lawyer's Handbook	1	\$386	\$401	\$417	NA
7186	0009071860001	Texas DWI Manual	1	\$307	\$319	\$332	NA
7188	0009071880009	Texas Employment Law	1	\$386	\$401	\$417	NA
7189	0009071890008	Texas Criminal Jury Charges	1	\$360	\$374	\$389	NA
7192	0009071920002	Texas Pretrial Practice	1	\$296	\$308	\$321	NA
7193	0009071930001	Texas Estate Planning	1	\$254	\$264	\$274	NA
7194	0009071940000	Texas Probate Forms & Procedures	1	\$307	\$319	\$332	NA
7195	9781580123501	Texas Small-Firm Practice Tools	1	\$228	\$237	\$247	NA
30008	9781588527646	Texas Criminal Codes and Rules Annotated	1	\$189	\$197	\$204	NA
30009	9781588527509	How to Recover Attorneys' Fees in Texas	1	\$189	\$197	\$204	NA
30017	9781628815139	Texas Trade Secret Litigation	1	\$239	\$249	\$259	NA
30843	9781531011529	Texas's Criminal Justice System	1	\$28	\$29	\$30	NA
31197	0009311971207	Texas Criminal and Traffic Law Manual Judicial Edition	UNL	\$222	\$230	\$240	2
32510	0009325101201	Primer on the Texas Law of Oil and Gas	UNL	\$47	\$49	\$51	1
32831	0009328310006	Egan on Entities: Corporations, Partnerships and LLCs in Texas	1	\$447	\$465	\$483	NA
33291	9781628812428	Texas Litigators' Guide to Departing Employee Cases	1	\$235	\$244	\$254	NA
33294	9781588527523	Texas Insurance Coverage Litigation: The Litigator's Practice Guide	1	\$179	\$186	\$194	NA
33298	9781588525505	Texas Business Litigation	1	\$249	\$259	\$269	NA
33299	9781588527547	Texas Liquor Liability Practice Manual	1	\$274	\$285	\$296	NA
33300	9781628816549	Texas Trial Procedure and Evidence	1	\$259	\$269	\$280	NA
33510	0009335101208	Texas Pharmacy Laws and Regulations	UNL	\$66	\$68	\$71	1
33575	0009335771005	CSC Texas Laws Governing Business Entities	1	\$192	\$200	\$208	NA
33731	0009337310004	Texas Mental Health and Intellectual and Developmental Disabilities Law	UNL	\$184	\$191	\$199	1
33930	9781628815740	Maslanka's TX Field Guide to Employment Law: FLSA, FMLA, ADA, TX Labor Code	1	\$299	\$311	\$323	NA
33936	9781588529107	Texas Courthouse Guide	1	\$126	\$131	\$136	NA

**Rider 1: Digital Library eBooks for Tarrant County Law Library**

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Pub	eBook ISBN	eBook Title	QTY_	Year1	Year 2	Year 3	Maximum Matching Print Qty
33940	9781588529206	Pronske's Texas Bankruptcy	1	\$221	\$230	\$239	NA
33945	9781588524430	Texas Personal Automobile Insurance Policy	1	\$149	\$155	\$161	NA
33946	9781588527288	Texas Legal Malpractice and Lawyer Discipline	1	\$210	\$218	\$227	NA
33993	9781588529183	North Texas Bench Book	1	\$253	\$263	\$274	NA
45890	9781663379399	Texas Annotated Court Rules: State Courts	UNL	\$1,104	\$1,148	\$1,194	1
45890	9781663379382	Texas Annotated Court Rules (Federal)	UNL	\$812	\$844	\$878	1
45890	0009028731002	Local Rules of the District Courts in Texas	UNL	\$1,056	\$1,098	\$1,142	1
46902	9780327194507	United States Code Service	UNL	\$4,409	\$4,585	\$4,768	1
60541	0009605411204	Texas Administrative Practice and Procedure	UNL	\$296	\$308	\$321	1
60877	0009608771206	Federal Criminal Trials	UNL	\$301	\$313	\$325	1
62380	0009623801209	Scientific Evidence	UNL	\$171	\$177	\$184	1
63041	0009630411200	Evidentiary Foundations	UNL	\$177	\$184	\$191	1
63050	0009630501208	Courtroom Criminal Evidence	UNL	\$82	\$85	\$89	1
64241	0009642411205	Prosecutorial Misconduct: Law, Procedure, Forms	UNL	\$89	\$93	\$97	1
66890	0009668901209	Texas Evidentiary Foundations	UNL	\$245	\$255	\$265	1
66921	0009669211208	Judicial Conduct and Ethics	UNL	\$60	\$63	\$65	1
66928	0009669281201	Military Criminal Justice: Practice and Procedure	UNL	\$115	\$120	\$125	1
68995	0009689951306	Texas Civil Trial and Appellate Procedure	UNL	\$627	\$652	\$678	1
82533	0009825331207	Texas Courtroom Evidence	UNL	\$2,356	\$2,450	\$2,548	1
82551	0009802250187	LexisNexis Practice Guide: Texas Drunk Driving Law, 2018 Edition	UNL	\$322	\$335	\$349	1
82572	0007825731102	Texas Law of Oil and Gas, 2nd Edition	UNL	\$327	\$340	\$353	1
82587	0009825871208	The Lawyer's Guide to the Texas Deceptive Trade Practices Act	UNL	\$222	\$230	\$240	1
82590	0009825901202	The Complete Guide to Mechanic's and Materialman's Lien Laws of Texas	UNL	\$503	\$523	\$544	1
82603	0009826031205	Texas Municipal Zoning Law	UNL	\$327	\$340	\$353	1
82663	0009826631207	Employment in Texas: A Guide to Employment Laws, Regulations, and Practices	UNL	\$200	\$208	\$216	1
82681	0009826810008	Summary Judgments in Texas: Practice, Procedure and Review	UNL	\$241	\$251	\$261	1
<b>Grand Total</b>				<b>\$89,938</b>	<b>\$93,535</b>	<b>\$97,277</b>	



Rider No. 2 for

Publications without Matching Discount Subscriptions

Tarrant County Law Library

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**Publications without Matching Discount SERVICE SUBSCRIPTIONS**

City	Account #	ISBN	Pub Number	Title Description	Media Type	1st Year Renewal Price
First Year Service Subscription Total \$ -						



Rider No. 2 for  
Publications without Matching Discount Subscriptions

**Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS**

City	Account #	ISBN	Pub Number	Title Description	Media Type	Est. No. of Updates/Yr	Est. Y1 NS List Upkeep Cost Per	QTY	Est. Y1 NS Extended Cost
Est. First Year Non-Service Subscription Total \$ -									

Account Name	Acct#	ISBN	Pub#	Title Description	Media	Sub QT Y	Type	Year 1 Price
Tarrant County Law Library	1100075915	9780820511993	199	Civil Rights Actions Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820512006	200	Collier Bankruptcy Practice Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9781422479834	224	Collier Bankruptcy Manual 4th Edition	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820512389	238	Tx Estate Planning Full Set	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820513706	370	Louisell & Williams Medical Malpractice Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820514130	413	Moore's Forms Manual Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820514659	465	Nimmer on Copyright	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515250	525	Chisum on Patents Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515274	527	Civil R.I.C.O. Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515434	543	Police Civil Liability Full Set W/Download	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517056	705	Tx Family Law Practice & Procedure Full Set W/Service	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517063	706	Tx Torts and Remedies Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517087	708	Tx Probate Estate & Trust Administration Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517124	712	Tx Criminal Practice Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517193	719	Texas Litigation Guide Full Set W/Service	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517278	727	Tx Transaction Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517414	741	Tx Civil Trial Guide Full Set	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820521480	820	Williams & Meyers Oil & Gas Law Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	0001147001004	1147	Tx Personal Injury Handbook - Continuity Service	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0009143000007	1430	Tx Workers Compensation Handbook Continuity Service	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0009153400002	1534	Corbin on Contracts Desk Edition Continuity	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0008016770009	1677	Wind & Solar Law Continuity	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005434100005	4341	Federal Evidence Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005311970004	31197	Tx Criminal & Traffic Law Manual - Judicial Standing Order	MatchingPrint	2	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005367100004	33510	Tx Pharmacy Law & Regulations W/Ebook Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327019398	60541	Tx Admin Practice & Procedure Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005608770003	60877	Federal Criminal Trials Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005623800006	62380	Scientific Evidence Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005630410007	63041	Evidentiary Foundations Hardbound Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005630500005	63050	Courtroom Crim Evidence Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005642410002	64241	Prosecutorial Misconduct Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005668900006	66890	Tx Evidentiary Foundation Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005669210005	66921	Judicial Conduct & Ethics Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005669280008	66928	Military Crim Justice: Prac & Proc Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327101352	68995	Tx Civil Trial & Appellate Procedure	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005825510000	82551	Tx Drunk Driving Law Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001959	82572	Tx Law of Oil & Gas Manual Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327102045	82587	Tx Lawyers Guide Deceptive Trade 2nd Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9781558343641	82590	Mechanic's & Materialman's Lien Laws of Tx 5th Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001966	82603	Tx Municipal Zoning Law 3rd Edition Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001249	82663	Tx Employment 5e	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327162391	82681	Tx Summary Judgments 3rd Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9781663384027	2419	Fifth Circuit Criminal Handbook	MatchingPrint			
Tarrant County Law Library	1100075915	9781663387875	2735	LexisNexis Practice Guide: New Appleman Texas Insurance Law	MatchingPrint			
Tarrant County Law Library	1100075915	9781663390684	2881	Texas Search and Seizure	MatchingPrint			
Tarrant County Law Library	1100075915	9781663387936	2914	Dorsaneo's & Chandler's Texas Claims & Defenses	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379689	33731	Texas Mental Health and Intellectual and Developmental Disabilities Law	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379399	45890	Texas Annotated Court Rules: State Courts	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379382	45890	Texas Annotated Court Rules (Federal)	MatchingPrint			
Tarrant County Law Library	1100075915	9781663356024	45890	Local Rules of the District Courts in Texas	MatchingPrint			
Tarrant County Law Library	1100075915	9781663302434	82533	Texas Courtroom Evidence	MatchingPrint			

Shipping on Free Print

\$4,178.00

APPROVED AS TO FORM:

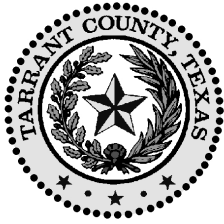
Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

CERTIFICATION OF

AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Subscription Agreement for Digital Library Access - Law Library – Lexis Nexis

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*

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CO# 144293



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 14

DATE: 11/19/2024

**SUBJECT: CONSIDERATION OF SUBSCRIPTION AGREEMENT FOR DIGITAL LIBRARY ACCESS - LAW LIBRARY - LEXIS NEXIS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider Subscription Agreement for Digital Library Access, for the Law Library, with Lexis Nexis, and approve contract.

**BACKGROUND**

The purpose of this purchase is to purchase access to digital and printed books and publications for Law Library patron legal research.

The term of this agreement is thirty-six (36) months effective January 1, 2025, with an annual price increase of four percent (4%).

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

**FISCAL IMPACT**

Funding in the amount of \$93,504.00 for FY 2025 is available in account 24100-2025 Law Library/4860100000 Law Library/524153 On-line Service. Funding for FY 2026 and FY 2027 will be requested in future budgets.

SUBMITTED BY	Purchasing	PREPARED BY:	James Bocks, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



**DIGITAL LIBRARY  
ORDER FORM**

<b>"Subscriber" (or "You" or "Your", in uppercase or lowercase):</b> Tarrant County Law Library	<b>"LN" (or "We" or "Us"):</b> LexisNexis, a division of RELX Inc.
---	---

You agree to purchase or license from Us, the LN products and services elected below (each a "Publication Service"). Your use of, and access to, the Publication Service is expressly subject to the terms and conditions set forth in this Order (including the Riders) and at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms") which are incorporated herein by reference and which collectively with this Order (including the Riders) are referred to as this "Agreement". All capitalized terms not otherwise defined in this Order have the meaning given to them in the Pub. Svcs. Terms.

**1. TERM**

1.1. The term of this Agreement will commence on the date this Agreement has first been accepted by both parties and will continue for the following periods (each a "Committed Period") (check the appropriate one for each Year):

- "Year 1":  12 months after Year 1 Start Date or  to ;
- "Year 2":  the 12 months immediately following Year 1 or  1/1/25 to 12/31/25 or  N/A;
- "Year 3":  the 12 months immediately following Year 2 or  to or  N/A;
- "Year 4":  the 12 months immediately following Year 3 or  to or  N/A;

(collectively, the "Term").

- 1.2. "Start Date" is a defined term that applies when a Digital Library is ordered, and is the earlier of the first day of the first calendar month: (i) during which you initially have access to the Development Site or (ii) which occurs (i.e., is current) 30 days after this Agreement is fully executed by both parties.
- 1.3. This Agreement may be terminated during the Term for a material breach that remains uncured for more than 30 days after the breaching party receives written notice from the non-breaching party identifying the specific breach. If this Agreement is properly terminated during a Commitment Period in which funds are due to LN, then LN will prorate annual commitment amounts for such Commitment Period. The basis of such proration shall be the number of full or partial months this Agreement is in effect during such Commitment Period divided by 12.

**2. LEXISNEXIS DIGITAL LIBRARY SERVICE AND COMMITMENT**

- 2.1. During the Term, LN grants you the right to access the Digital Library and the Digital Library eBooks for use on your Authorized Users' computers and supported mobile devices. Authorized User has the meaning set forth in the Pub Svcs. Terms. You will also have the ability to acquire content directly from OverDrive (the "OverDrive Content"). Any access to or use of the OverDrive Content is subject to the separate financial arrangement between you and OverDrive and LN disclaims any and all liability for the OverDrive Content. You will be billed for the OverDrive Content directly by OverDrive.
- 2.2. LN will begin creating your Digital Library after this Agreement becomes binding on both parties. There will be a set-up period of approximately four weeks before you will have access to the Digital Library. You will be invoiced monthly or annually for the commitment amounts for the Digital Library (Application Services Fee and Digital Library eBooks).
- 2.3. During the Initial Term, you will pay to LN the following Commitment Amounts:

Commitment Period	Digital Library eBooks (Rider No. 1) Commitment	Application Service Fee Commitment	Total Commitment (Digital Library)
Year 1	\$89,938	\$3,566	\$93,504
Year 2	\$93,535	\$3,709	\$97,244
Year 3	\$97,277	\$3857	\$101,134
Year 4			

The Digital Library eBooks Commitment Amounts may be adjusted over the Term as Permitted Adjustments (defined below) and permitted adjustments to the Preferred Customer Discount are made. All Digital Library eBooks are provided on a Service Subscription basis.

- 2.4. Digital Library eBook titles shall be set to allow an unlimited number of users within your organization to access titles or volumes within them ("Simultaneous Access").  
Notwithstanding the copy entitlements described herein, Publications from The Florida Bar, ABA, AHLA, ALM, some state code titles, and certain other licensed publications may be excluded and some Publications may only be made available to you on a single copy/single user basis. For a complete list of Publications excluded, please ask your representative.
- 2.5. "Matching Print" is any Non-Digital Library Publication to which you subscribe when you have also subscribed to that Publication in a Digital Library eBook format and quantity during the same period.

Your Matching Discount is 100% and may be applied on no more than the number listed as Maximum Matching Print Quantities in the column on Rider 1. This number is calculated as 60% of the quantity of each Digital Library eBook title to which your Simultaneous Access is based, and any fractional quantities are rounded. Any additional copies you elect to purchase will be priced

at then-current upkeep prices minus any discounts you may have been receiving on such titles immediately before this Agreement was signed.

The Matching Discount is provided for the Term of this Agreement in recognition of your adoption of the Digital Library. ALM, some state code titles and certain other licensed publications may be excluded from one or both of these models. For further details, please ask your representative.

- 2.6. LN will provide you with Print without Matching Discount as listed on the attached Rider 2. In exchange for the Publications listed on Rider 2, you will pay to LN the annual Commitment Amount of \$0 for Service Subscriptions and \$0 (Estimated) for Non-Service Subscriptions for such Publications for Year 1. In subsequent years of the Term, the Commitment Amounts for Service Subscriptions for Publications without Matching Discount are subject to a 4% fixed annual increase, and the Commitment Amounts for Non-Service Subscriptions without Matching Discount will receive an additional 5% discount on all Updates (defined below).

**3. PREFERRED CUSTOMER STATUS, PUBLICATION CHANGES, AND THRESHOLD SPEND AMOUNT**

- 3.1. Due to your overall annual spending level on all Publications provided herein as well as the other products and services provided by LN (or its affiliate Matthew Bender & Company, Inc.) even if not mentioned herein ("All LN Products") as determined based on the 12 months prior to the date this Agreement is executed by you, you are considered a "Preferred Customer" of LN and will receive special pricing for Publications included herein. If your overall annual spending level for All LN Products decreases significantly during the Term, you may no longer be considered a Preferred Customer and LN reserves the right to adjust the pricing to reduce or eliminate the Preferred Customer discount, or terminate this Agreement, upon 30 days written notice to you.
- 3.2. During Year 1 of this Agreement, you will subscribe to the Publications listed on the attached Riders 1 and 2. After Year 1 of this Agreement and subject to Section 3.3 below, you may elect to substitute or change the Publications listed in the attached Riders 1 and 2 only once per Year upon 45 days prior written notice to LN to be effective as of the start of the next Commitment Period, as the case may be ("Permitted Adjustments"). If Permitted Adjustments to the titles or quantities are made, then the following rules will apply:
- i. Any cancellation of a Digital Library eBook title shall be a cancellation of access to that Digital Library eBook title in its entirety.
  - ii. You may purchase entitlements for cancelled Digital Library eBook titles in Year 1 or thereafter on a single user entitlement per copy basis. To restore simultaneous access for such re-purchased Digital Library eBook titles, you must repurchase a whole number quantity of such title at the then-current list price, such that the total spent on that Digital Library eBook title for all quantities now meets or exceeds the price paid when cancelled.
  - iii. Any new Publications added in Digital Library eBook format must be added in a quantity of at least 4 to get simultaneous use entitlement. Any new Publications added at a quantity of less than 4 will be given one user, one copy entitlement and are not entitled to the "Matching Discount" described above. A "new" Publication is one to which Subscriber has not subscribed in any form of media within the past twelve (12) months.
- 3.3. Your Year 1 Commitment Amounts as listed on the attached Riders 1 and 2 are collectively the "Threshold Spend" amount. Your substitutions for Publications of greater value or adding of Publications shall require you to pay the Threshold Spend amount plus the increased total amount over the Threshold Spend. Your substitutions for Publication of lesser value or removal of Publications shall require you to continue to pay the Threshold Spend.
4. **CONFIDENTIAL INFORMATION**  
This Agreement contains confidential information, including pricing information, of LN (the "Confidential Information"). You understand that disclosure of Confidential Information could cause competitive harm to LN. You agree to receive and maintain the Confidential Information in trust and confidence and to take reasonable precautions against its disclosure to any third person.
5. This Agreement is subject to acceptance by LN, which acceptance may be evidenced by signature or by providing access to the Publication Services or otherwise initiating its performance under this Agreement.

Agreed to and accepted by:

<b>"Subscriber": Tarrant County Law Library</b>	
[MUST BE COMPLETED BY YOU]	
<b>Authorized Subscriber Signature:</b>	
<b>Printed Name:</b>	
<b>Job Title:</b>	
<b>"Signature Date":</b>	
<b>Number of Authorized Users for Digital Library:</b>	

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Publication Service agreement between LexisNexis, a division of RELX Inc. ("LN") and Tarrant County Law Library, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of the Order (including the Riders), the LexisNexis Publication Services Terms and Conditions viewable at <http://www.lexisnexis.com/en-us/terms/publications-services-agreement.page> (the "Pub. Svcs. Terms"), which are incorporated into the Agreement by reference and made a part thereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **Section 2.4 of the Pub. Svcs. Terms.** If Subscriber declines to utilize the Subscriber Documents feature as stated in Section 2.4 of the Pub. Svcs. Terms, and Subscriber provides LN written notice of such intention, LN will disable the Subscriber Documents Feature and Section 2.4 of the Publ Svcs. Terms shall not be applicable to Subscriber once disabled.
4. **Non-Discrimination.** LN does not, in the hiring of employees for the performance of work under the contract or any subcontract, by reason of race, color, religion, sex, age, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of the state of Ohio in the employment of a person qualified and available to perform work which the Agreement relates. Further, LN does not discriminate against, intimidate or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability or military status as defined in 4112.01 of the Revised Code, national origin or ancestry.
5. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any year of the Term upon no less than 30 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.
6. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Digital Library Publications and any and all Materials made available through the Pub. Svcs. Terms. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Digital Library Publications as set forth in the Pub. Svcs. Terms.
7. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
8. **Limitation of Liability.** Subscriber, as a State entity, does not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
9. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the



DIGITAL LIBRARY AND/OR MULTI-YEAR PRINT AGREEMENT ADDENDUM

State & Local Government

indemnification provision in the Pub. Svcs. Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

- 10. Warranties. LN's warranties for the Publication Services are set forth in the Pub. Svcs. Terms. Any Subscriber provided provisions in the Agreement which sets forth additional warranties is deleted.
11. Assignment and Subcontracting. Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent.
12. Confidential Information. Notwithstanding anything in the Agreement to the contrary, this Agreement contains confidential information including pricing information, of LN (the "Confidential Information").
13. Miscellaneous.
13.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.
13.2 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 Publication Service.
13.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Publication Service.

AGREED TO AND ACCEPTED BY:

Subscriber: Tarrant County Law Library
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name:
Job Title:
Date:

This Addendum is subject to acceptance by LN, which acceptance will be evidenced by providing access to the Publication Services or otherwise initiating its performance under this Agreement.



**LexisNexis Digital Library Additional Access Methods Addendum for State Government and Public Law Libraries**

<b>Subscriber:</b> Tarrant County Law Library	<b>LN:</b> LexisNexis, a division of RELX Inc.
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This LexisNexis Digital Library Additional Access Methods Addendum ("Addendum") amends and supplements the terms of the LexisNexis Digital Library And Multi-Year Print Agreement between LN and Subscriber, including any and all amendments thereto (collectively the "Agreement"). The parties agree to the following:

**A. Definitions of Authorized Users and Restricted Access Users**

The definition of "Authorized Users" in DLMYP 2.1 is hereby revised to refer to Subscriber's (1) employees, (2) temporary employees, (3) contractors, (3) Guest Access Users, and (4) Restricted Access Users.

"Guest Access Users" is hereby defined as those users accessing the LexisNexis Digital Library on a terminal provided by Subscriber or on Guest Access Users' laptops or mobile devices.

"Restricted Access Users" is hereby defined as Subscriber's other legal professional library patrons that do not fall into another category mentioned in the definition of Authorized Users.

**B. Authentication Types and Lending Privileges Permitted**

The following authentication types and borrowing privileges are permitted for each Authorized User type below, and Subscriber shall enforce these permissions. In addition to other rights stated in the Agreement, LN shall have the right to suspend or terminate Subscriber's access to the Digital Library immediately if LN believes Subscriber is in violation of these terms.

Subscriber's Authorized User Type	Authentication Type	Borrowing Privileges
Employees, temporary employees and/or contractors	ID and Password or other LN-authorized, individually identifying authentication method	<ul style="list-style-type: none"> <li>Number of eBooks that can be checked out at one time and permitted checkout length are at Subscriber's discretion, subject to any system limitations</li> </ul>
Guest Access Users	IP address that is only accessible from within the library's physical building	<ul style="list-style-type: none"> <li>Lending periods of one (1) day maximum are permitted.</li> <li>Only one eBook at a time may be checked out by a Guest Access User.</li> </ul>
Restricted Access Users	ID and Password	<ul style="list-style-type: none"> <li>Lending periods shall be no shorter than seven (7) days.</li> <li>Only one eBook at a time may be checked out by a Restricted Access User.</li> </ul>

**C. General Terms**

This Addendum and the Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotation on that subject matter. Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

Agreed to and accepted by:

<b>"Subscriber": Tarrant County Law Library</b>
<b>[MUST BE COMPLETED BY SUBSCRIBER]</b>
<p><b>Authorized Subscriber Signature:</b> _____</p> <p><b>Printed Name:</b> _____</p> <p><b>Job Title:</b> _____</p> <p><b>Date:</b> _____</p>

THIS ADDENDUM DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER ACCEPTS THIS ADDENDUM BY SIGNING ABOVE. LN ACCEPTS THIS ADDENDUM BY PERFORMING ACCORDING TO THIS ADDENDUM.

Rider 1: Digital Library eBooks for Tarrant County Law Library

rider created 8/14/2024 21:15

Pub	eBook ISBN	eBook Title	QTY	Year1	Year 2	Year 3	Maximum Matching Print Qty
199	9781579116019	Civil Rights Actions	UNL	\$2,580	\$2,683	\$2,791	1
200	9781579116040	Collier Bankruptcy Practice Guide	UNL	\$2,794	\$2,906	\$3,023	1
224	9781579114114	Collier Bankruptcy Manual	UNL	\$1,242	\$1,291	\$1,343	1
238	0009238120009	Texas Estate Planning	UNL	\$555	\$578	\$601	1
370	9781579116903	Louless & Williams, Medical Malpractice	UNL	\$2,508	\$2,608	\$2,713	1
410	9780327173182	Moore's Federal Practice	UNL	\$10,891	\$11,327	\$11,780	1
413	9781579117054	Moore's Manual: Federal Practice Forms	UNL	\$3,528	\$3,669	\$3,816	1
465	9780327173168	Nimmer on Copyright	UNL	\$3,262	\$3,393	\$3,529	1
525	9780327173175	Chisum on Patents	UNL	\$4,471	\$4,650	\$4,836	1
527	9781579112141	Civil RICO	UNL	\$674	\$701	\$729	1
543	0009543120008	Police Civil Liability	UNL	\$906	\$942	\$980	1
705	9781579118242	Texas Family Law Practice and Procedure	UNL	\$1,814	\$1,886	\$1,962	1
706	9781579118259	Texas Torts and Remedies	UNL	\$2,392	\$2,488	\$2,587	1
708	9781579118266	Texas Probate, Estate and Trust Administration	UNL	\$1,010	\$1,050	\$1,092	1
709	9781531025298	Texas Civil Procedure: Pre-Trial Litigation	1	\$92	\$96	\$100	NA
712	9781579118280	Texas Criminal Practice Guide	UNL	\$2,946	\$3,064	\$3,187	1
719	9780327173267	Texas Litigation Guide	UNL	\$5,693	\$5,921	\$6,158	1
726	9781422486207	Gilson on Trademarks	UNL	\$3,784	\$3,935	\$4,092	1
727	9780327185543	Texas Transaction Guide: Legal Forms	UNL	\$4,949	\$5,147	\$5,353	1
741	0009007410003	Texas Civil Trial Guide	UNL	\$668	\$694	\$722	1
820	9781579110741	Williams & Meyers, Oil and Gas Law	UNL	\$1,454	\$1,512	\$1,573	1
874	9781531025311	Texas Civil Procedure: Trial and Appellate Practice (Carolina Academic Press)	1	\$92	\$96	\$100	NA
1147	0009114712007	Texas Personal Injury Handbook	UNL	\$328	\$341	\$354	1
1430	0009143012000	Texas Workers' Compensation Handbook	UNL	\$191	\$199	\$207	1
1534	0009153412005	Corbin on Contracts Desk Edition	UNL	\$372	\$387	\$402	1
1677	0009167712009	Wind Law	UNL	\$35	\$37	\$38	1
2419	0009024190001	Fifth Circuit Criminal Handbook	UNL	\$2,384	\$2,479	\$2,579	1
2735	0009027350006	LexisNexis Practice Guide: New Appleman Texas Insurance Law	UNL	\$2,924	\$3,041	\$3,163	1
2881	0009028810004	Texas Search and Seizure	UNL	\$1,120	\$1,165	\$1,211	1
2914	9781663387936	Dorsaneo's & Chandler's Texas Claims & Defenses	UNL	\$2,004	\$2,084	\$2,168	1
3697	9781531006501	Texas Legal Research	1	\$20	\$21	\$22	NA
4341	0009434112006	Weissenberger's Federal Evidence	UNL	\$104	\$108	\$112	1
7101	0009071010000	Attacking & Defending Drunk Driving Tests Digital Library	1	\$307	\$319	\$332	NA
7131	0009071310001	Texas DTPA Forms & Practice Guide	1	\$329	\$342	\$355	NA
7180	0009071800014	Social Security Disability Practice	1	\$360	\$374	\$389	NA
7184	0009071840003	Texas Criminal Forms	1	\$334	\$347	\$361	NA
7185	0009071850002	Texas Criminal Lawyer's Handbook	1	\$386	\$401	\$417	NA
7186	0009071860001	Texas DWI Manual	1	\$307	\$319	\$332	NA
7188	0009071880009	Texas Employment Law	1	\$386	\$401	\$417	NA
7189	0009071890008	Texas Criminal Jury Charges	1	\$360	\$374	\$389	NA
7192	0009071920002	Texas Pretrial Practice	1	\$296	\$308	\$321	NA
7193	0009071930001	Texas Estate Planning	1	\$254	\$264	\$274	NA
7194	0009071940000	Texas Probate Forms & Procedures	1	\$307	\$319	\$332	NA
7195	9781580123501	Texas Small-Firm Practice Tools	1	\$228	\$237	\$247	NA
30008	9781588527646	Texas Criminal Codes and Rules Annotated	1	\$189	\$197	\$204	NA
30009	9781588527509	How to Recover Attorneys' Fees in Texas	1	\$189	\$197	\$204	NA
30017	9781628815139	Texas Trade Secret Litigation	1	\$239	\$249	\$259	NA
30843	9781531011529	Texas's Criminal Justice System	1	\$28	\$29	\$30	NA
31197	0009311971207	Texas Criminal and Traffic Law Manual Judicial Edition	UNL	\$222	\$230	\$240	2
32510	0009325101201	Primer on the Texas Law of Oil and Gas	UNL	\$47	\$49	\$51	1
32831	0009328310006	Egan on Entities: Corporations, Partnerships and LLCs in Texas	1	\$447	\$465	\$483	NA
33291	9781628812428	Texas Litigators' Guide to Departing Employee Cases	1	\$235	\$244	\$254	NA
33294	9781588527523	Texas Insurance Coverage Litigation: The Litigator's Practice Guide	1	\$179	\$186	\$194	NA
33298	9781588525505	Texas Business Litigation	1	\$249	\$259	\$269	NA
33299	9781588527547	Texas Liquor Liability Practice Manual	1	\$274	\$285	\$296	NA
33300	9781628816549	Texas Trial Procedure and Evidence	1	\$259	\$269	\$280	NA
33510	0009335101208	Texas Pharmacy Laws and Regulations	UNL	\$66	\$68	\$71	1
33575	0009335771005	CSC Texas Laws Governing Business Entities	1	\$192	\$200	\$208	NA
33731	0009337310004	Texas Mental Health and Intellectual and Developmental Disabilities Law	UNL	\$184	\$191	\$199	1
33930	9781628815740	Maslanka's TX Field Guide to Employment Law: FLSA, FMLA, ADA, TX Labor Code	1	\$299	\$311	\$323	NA
33936	9781588529107	Texas Courthouse Guide	1	\$126	\$131	\$136	NA

Rider 1: Digital Library eBooks for Tarrant County Law Library

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Pub	eBook ISBN	eBook Title	QTY	Year1	Year 2	Year 3	Maximum Matching Print Qty
33940	9781588529206	Pronske's Texas Bankruptcy	1	\$221	\$230	\$239	NA
33945	9781588524430	Texas Personal Automobile Insurance Policy	1	\$149	\$155	\$161	NA
33946	9781588527288	Texas Legal Malpractice and Lawyer Discipline	1	\$210	\$218	\$227	NA
33993	9781588529183	North Texas Bench Book	1	\$253	\$263	\$274	NA
45890	9781663379399	Texas Annotated Court Rules: State Courts	UNL	\$1,104	\$1,148	\$1,194	1
45890	9781663379382	Texas Annotated Court Rules (Federal)	UNL	\$812	\$844	\$878	1
45890	0009028731002	Local Rules of the District Courts In Texas	UNL	\$1,056	\$1,098	\$1,142	1
46902	9780327194507	United States Code Service	UNL	\$4,409	\$4,585	\$4,768	1
60541	0009605411204	Texas Administrative Practice and Procedure	UNL	\$296	\$308	\$321	1
60877	0009608771206	Federal Criminal Trials	UNL	\$301	\$313	\$325	1
62380	0009623801209	Scientific Evidence	UNL	\$171	\$177	\$184	1
63041	0009630411200	Evidentiary Foundations	UNL	\$177	\$184	\$191	1
63050	0009630501208	Courtroom Criminal Evidence	UNL	\$82	\$85	\$89	1
64241	0009642411205	Prosecutorial Misconduct: Law, Procedure, Forms	UNL	\$89	\$93	\$97	1
66890	0009668901209	Texas Evidentiary Foundations	UNL	\$245	\$255	\$265	1
66921	0009669211208	Judicial Conduct and Ethics	UNL	\$60	\$63	\$65	1
66928	0009669281201	Military Criminal Justice: Practice and Procedure	UNL	\$115	\$120	\$125	1
68995	0009689951306	Texas Civil Trial and Appellate Procedure	UNL	\$627	\$652	\$678	1
82533	0009825331207	Texas Courtroom Evidence	UNL	\$2,356	\$2,450	\$2,548	1
82551	0009802250187	LexisNexis Practice Guide: Texas Drunk Driving Law, 2018 Edition	UNL	\$322	\$335	\$349	1
82572	0007825731102	Texas Law of Oil and Gas, 2nd Edition	UNL	\$327	\$340	\$353	1
82587	0009825871208	The Lawyer's Guide to the Texas Deceptive Trade Practices Act	UNL	\$222	\$230	\$240	1
82590	0009825901202	The Complete Guide to Mechanic's and Materialman's Lien Laws of Texas	UNL	\$503	\$523	\$544	1
82603	0009826031205	Texas Municipal Zoning Law	UNL	\$327	\$340	\$353	1
82663	0009826631207	Employment In Texas: A Guide to Employment Laws, Regulations, and Practices	UNL	\$200	\$208	\$216	1
82681	0009826810008	Summary Judgments In Texas: Practice, Procedure and Review	UNL	\$241	\$251	\$261	1
Grand Total				\$89,938	\$93,535	\$97,277	



Rider No. 2 for  
Publications without Matching Discount Subscriptions  
Tarrant County Law Library

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**Publications without Matching Discount SERVICE SUBSCRIPTIONS**

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>1st Year Renewal Price</i>
First Year Service Subscription Total						\$ -



Rider No. 2 for  
Publications without Matching Discount Subscriptions

**Publications without Matching Discount NON-SERVICE SUBSCRIPTIONS**

<i>City</i>	<i>Account #</i>	<i>ISBN</i>	<i>Pub Number</i>	<i>Title Description</i>	<i>Media Type</i>	<i>Est. No. of Updates/Yr</i>	<i>Est. Y1 NS List Upkeep Cost Per</i>	<i>QTY</i>	<i>Est. Y1 NS Extended Cost</i>
<b>Est. First Year Non-Service Subscription Total</b>									<b>\$ -</b>

Account Name	Acct#	ISBN	Pub#	Title Description	Media	Sub QT Y	Type	Year 1 Price
Tarrant County Law Library	1100075915	9780820511993	199	Civil Rights Actions Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820512006	200	Collier Bankruptcy Practice Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9781422479834	224	Collier Bankruptcy Manual 4th Edition	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820512389	238	Tx Estate Planning Full Set	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820513706	370	Louisell & Williams Medical Malpractice Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820514130	413	Moore's Forms Manual Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820514659	465	Nimmer on Copyright	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515250	525	Chisum on Patents Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515274	527	Civil R.I.C.O. Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820515434	543	Police Civil Liability Full Set W/Download	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517056	705	Tx Family Law Practice & Procedure Full Set W/Service	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517063	706	Tx Torts and Remedies Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517087	708	Tx Probate Estate & Trust Administration Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517124	712	Tx Criminal Practice Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517193	719	Texas Litigation Guide Full Set W/Service	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517278	727	Tx Transaction Guide Full Set W/Svc	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820517414	741	Tx Civil Trial Guide Full Set	MatchingPrint	1	Svc	\$0.00
Tarrant County Law Library	1100075915	9780820521480	820	Williams & Meyers Oil & Gas Law Full Set W/Svc	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0001147001004	1147	Tx Personal Injury Handbook - Continuity Service	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0009143000007	1430	Tx Workers Compensation Handbook Continuity Service	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0009153400002	1534	Corbin on Contracts Desk Edition Continuity	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0008016770009	1677	Wind & Solar Law Continuity	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005434100005	4341	Federal Evidence Standing Order	MatchingPrint	2	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005311970004	31197	Tx Criminal & Traffic Law Manual - Judicial Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005367100004	33510	Tx Pharmacy Law & Regulations W/Ebook Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327019398	60541	Tx Admin Practice & Procedure Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005608770003	60877	Federal Criminal Trials Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005623800006	62380	Scientific Evidence Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005630410007	63041	Evidentiary Foundations Harboud Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005630500005	63050	Courtroom Crim Evidence Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005642410002	64241	Prosecutorial Misconduct Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005668900006	66890	Tx Evidentiary Foundation Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005669210005	66921	Judicial Conduct & Ethics Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005669280008	66928	Military Crim Justice: Prac & Proc Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327101352	68955	Tx Civil Trial & Appellate Procedure	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	0005825510000	82551	Tx Drunk Driving Law Standing Order	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001959	82572	Tx Law of Oil & Gas Manual Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327102045	82587	Tx Lawyers Guide Deceptive Trade 2nd Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9781558343641	82590	Mechanic's & Materialman's Lien Laws of Tx 5th Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001966	82603	Tx Municipal Zoning Law 3rd Edition Full Set	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327001249	82663	Tx Employment 5e	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9780327162391	82681	Tx Summary Judgments 3rd Edition	MatchingPrint	1	NonSvc	\$0.00
Tarrant County Law Library	1100075915	9781663384027	2419	Fifth Circuit Criminal Handbook	MatchingPrint			
Tarrant County Law Library	1100075915	9781663387875	2735	LexisNexis Practice Guide: New Appleman Texas Insurance Law	MatchingPrint			
Tarrant County Law Library	1100075915	9781663390684	2881	Texas Search and Seizure	MatchingPrint			
Tarrant County Law Library	1100075915	9781663387936	2914	Dorsaneo's & Chondria's Texas Claims & Defenses	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379689	33731	Texas Mental Health and Intellectual and Developmental Disabilities Law	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379399	45890	Texas Annotated Court Rules: State Courts	MatchingPrint			
Tarrant County Law Library	1100075915	9781663379382	45890	Texas Annotated Court Rules (Federal)	MatchingPrint			
Tarrant County Law Library	1100075915	9781663356024	45890	Local Rules of the District Courts in Texas	MatchingPrint			
Tarrant County Law Library	1100075915	9781663302434	82533	Texas Courtroom Evidence	MatchingPrint			

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APPROVAL IN FY 26 627

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APPROVED AS TO FORM:

AVAILABLE FUNDS: \$ 93,504.00

Kimberly Colliet Wesley

Criminal District Attorney's Office\*

Kimberly M. Buchanan


Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Consideration of Subscription Agreement for Digital Library Access - Law Library - Lexis Nexis

**SIGNED AND EXECUTED** this 25 day of November, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
11/25/2024