



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 05/07/24

Item Title: Renewal of LexisNexis X Action
Subscription Agreement Information
Discussion

BACKGROUND:

Recommend approval for the renewal subscription through a 3-year agreement with LexisNexis, a division of RELX, Inc. ("LN") that will provide the continuation of online legal research services. The Staff Attorney Office entered into contract with "LN" on December 8, 2020. The Staff Attorney's office has had access to legal research, legal information and legal documents with this online program. It has been extremely beneficial to the department in legal matters.

FISCAL IMPLICATIONS:

Local Maintenance Funds-199 - \$7,284

RECOMMENDATION:

Recommend approval for the renewal subscription through a 3-year agreement between Brownsville Independent School District and LexisNexis, a division of RELX, Inc. ("LN") to provide online legal research services in the amount of \$7,284.

Miguel Salinas

Prepared by: Staff Attorney

Miguel Salinas

Recommended by:

Miguel Salinas

Approved by: Staff Attorney

Approved for Submission to Board of Education:

Jesus H. Chavez
Dr. Jesus H. Chavez
Superintendent

Minerva Almanza

From: Priscilla Lozano <plozano@808West.com>
Sent: Thursday, April 25, 2024 1:46 PM
To: Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: [EXTERNAL]Re: Lexis Nexis Agreement

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The agreement is approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Wednesday, April 24, 2024 12:47 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: Lexis Nexis Agreement

Ms. Lozano,

Please see the attached Lexis Nexis Agreement for the May 7th Board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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

"Subscriber" Name: Brownsville TX - ISD
Account Number: 10000OGLS
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
All Briefs, Pleadings & Motions	1010612	1
TX Practice Library	1010629	1
National Primary Enhanced	1011511	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1



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

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
6/1/2024 - 5/31/2025	\$193
6/1/2025 - 5/31/2026	\$202
6/1/2026 - 5/31/2027	\$212

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

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

- 3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 4/30/24.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:



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

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Brownsville TX - ISD
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

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



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

Customer Information (please print or type)			
Organization Name (full legal name)		Brownsville TX - ISD	
Billing Frequency		<input type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)		<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name	Email Address
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #	
MSA # if applicable			



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 12/08/20

Item Title: LexisNexis Subscription X Action
Agreement Information
Discussion

BACKGROUND:

Recommend approval for a 3-year agreement with LexisNexis that will provide online legal research services. Our Legal Department will have access to legal information and legal documents that will benefit the department in legal matters.

FISCAL IMPLICATIONS:

Local Maintenance Funds-199 - \$6,158.00

RECOMMENDATION:

Recommend approval to enter into a 3-year agreement between Brownsville Independent School District and LexisNexis to provide online legal research services in the amount of \$6,158.00.

Miguel Salinas
Prepared by: Staff Attorney

Approved for Submission to Board of Education:

Recommended by:

Miguel Salinas
Approved by:

Dr. René Gutiérrez
Superintendent

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 LexisNexis®



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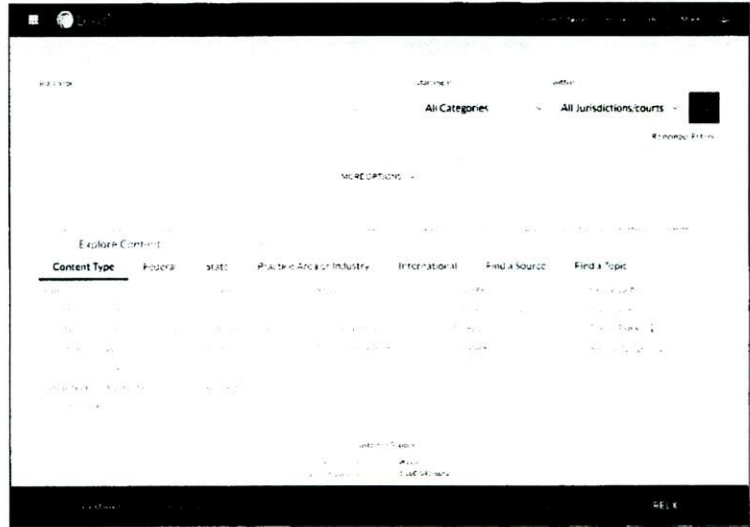
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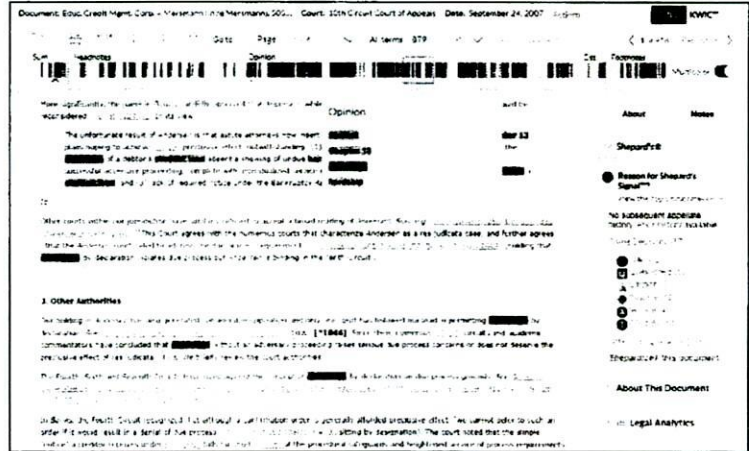
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RESEARCH MAP

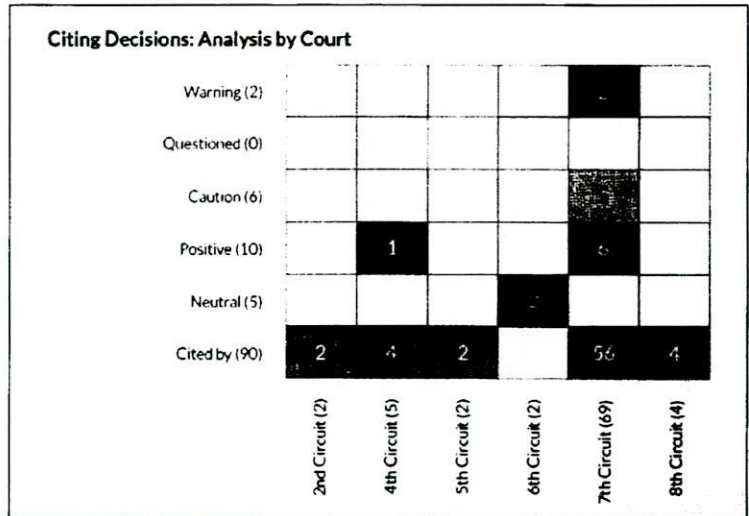
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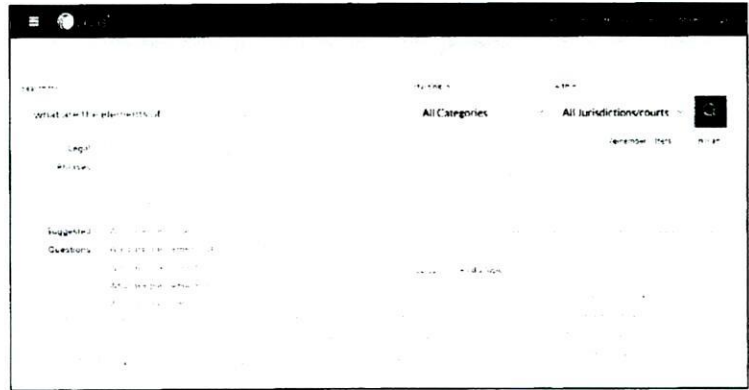
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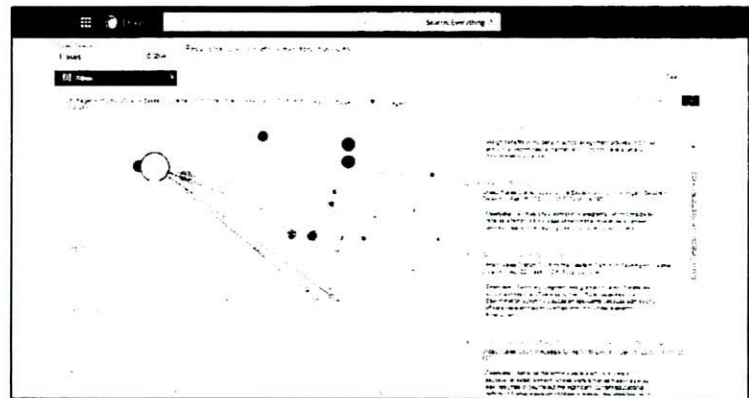
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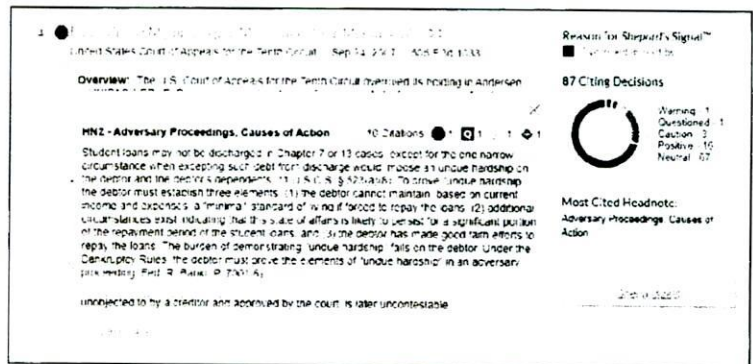
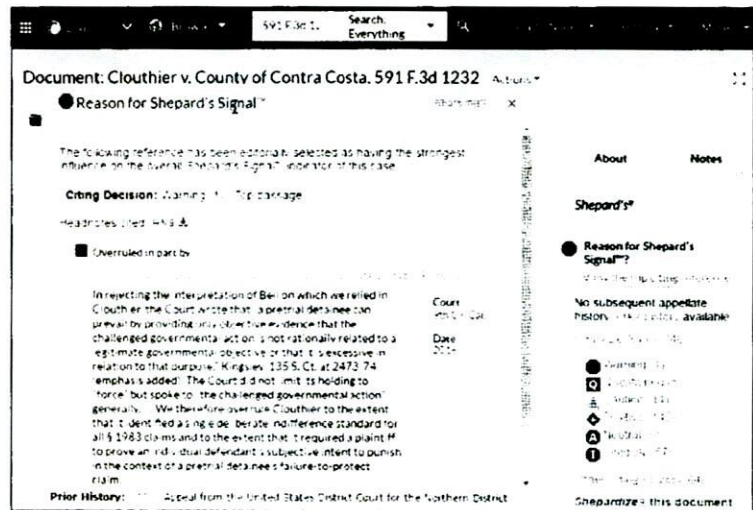
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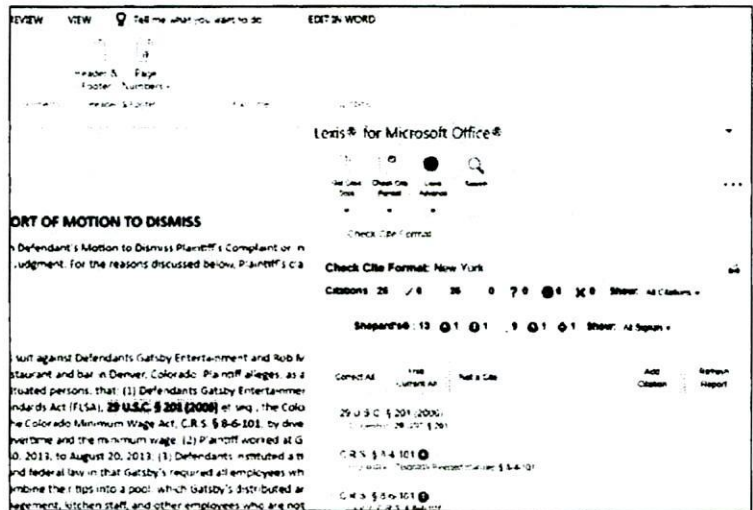


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**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER VERSION)**

"Subscriber" Name: Brownsville, TX - ISD
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
---	----------

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	2
---------------------------------------	----------

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



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

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
Texas Primary Library	1010629	1
National Briefs, Pleadings & Motions	1010612	1
Lexis+ Practical Guidance - All Practice Areas	1532471	1

3.2 In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
6/1/2021 - 7/29/2021	\$0
7/30/2021 - 5/31/2022	\$179
6/1/2022 - 5/31/2023	\$181
6/1/2023 - 5/31/2024	\$183

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

(Initial) **Subscriber elects access to the Alternate Materials**

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

3.5 LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.



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

6. Support and Training

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

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

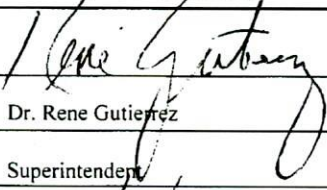
7. Miscellaneous

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Brownsville, TX - ISD	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Dr. Rene Gutierrez
Job Title:	Superintendent
Date:	12/9/2020
Number of Professional Users:	1

LexisNexis, a division of RELX Inc.

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



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

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Brownsville, TX - ISD	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	1900 E. Price Rd., Suite 302	Same as Physical Address
City:	Brownsville	
State:	Texas	
Zip:	78521	
County:	Cameron County	
Telephone:	956-698-6379	
Fax:	956-548-8115	
Parent Company: (if applicable)		

Type of Organization:

Legislative Judicial Executive

Professional User: 1 _____

Practicing Area of Law: Government/Administrative
Labor-Employment, School Law

Support Staff: 2 _____

Employer Identification Number: _____

Bar No: 17534750 _____

Issuing State: TX _____

Date Issued/Expiration Date: 11/01/1991 _____

Organization Web Address: www.bisd.us _____

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

No

Tax ID No: 74-6000418

State Contract No:
(If applicable)
PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Sara Celis	956-698-6379	scelis@bisd.us
Billing:	Sara Celis	956-698-6379	scelis@bisd.us
Policy/Legal Notification:	Miguel Salinas	956-698-6379	miguelsalinas@bisd.us
Scheduling/Training:	Sara Celis	956-698-6379	scelis@bisd.us



**LEXIS® SUBSCRIPTION AGREEMENT
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	Name	Telephone
Super Admin:	Miguel Salinas, Staff Attorney	956-698-6379
	Email miguelsalinas@bisd.us	IP Address

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
Miguel Salinas	Staff Attorney	miguelsalinas@bisd.us	1900 E. Price Rd., Suite 302, Brownsville, TX 78521
Roxanne Eckstein	Paralegal	reckstein@bisd.us	1900 E. Price Rd., Suite 302, Brownsville, TX 78521
Sara Celis	Legal Assistant	scelis@bisd.us	1900 E. Price Rd., Suite 302, Brownsville, TX 78521



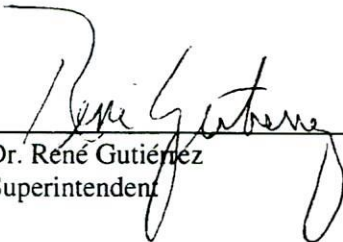
Brownsville Independent School District

1900 Price Road Brownsville, Texas 78521-2417 (956) 698-6379 Fax: (956) 548-8115

Dr. René Gutiérrez
Superintendent

Miguel Salinas
Staff Attorney

LexisNexis



Dr. René Gutiérrez
Superintendent

Date



Eddie Garcia
Board President



Drue Brown
Board Secretary



Date

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