



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 20, 2012

**Prepared By/Phone Number:** Scott Wilson/854-1182

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Sole Source Exemption and Contract Award with LexisNexis for Online Research Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The Travis County Purchasing Agent recommends approval of the Sole Source Exemption and contract award to LexisNexis. These purchases from LexisNexis constitute a Sole Source Exemption under the Local Government Code Section 262.024 (a) (7) (A) for which competition is precluded because the material accessed through the online research services is proprietary and protected by copy rights. This material is important for various Travis County employees and Library Staff to perform their professional duties.

The cost for the first year will be \$6,881, which is prorated for the remaining seven (7) months of the fiscal year and the cost for the remaining four (4) years is \$11,796 per year.

- **Contract Expenditures:** Within the last 12 months \$101,424 has been spent against this contract county-wide.
- **Contract-Related Information:**
  - Award Amount: 54,065
  - Contract Type: Purchase/Maintenance
  - Contract Period: March 1, 2012 through September 30, 2016

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 554646 (prorated for the remaining seven (7) months of the fiscal year)

Funding Account(s): 011-5740-555-6099, 011-5741-555-6099

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**ORDER EXEMPTING  
PURCHASE OF ONLINE RESEARCH SERVICES FROM LEXISNEXIS FOR  
LEGAL RESEARCH FOM THE REQUIREMENTS OF THE COUNTY  
PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Travis County Records Management & Communications Resources Department and an Affidavit of Sole Source Exemption sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available, because the materials accessed through this online research service are protected by copyrights.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of online research services from LexisNexis for legal research are exempt from the requirements of the County Purchasing Act because the materials accessed through online research services are protected by copyrights.

Signed and entered this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Samuel T. Biscoe, County Judge  
Travis County, Texas

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen L. Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4

March 8, 2012

TO: Commissioners Court  
Travis County, Texas

SOLE SOURCE PURCHASE FROM LEXISNEXIS  
OF ONLINE RESEARCH SERVICES FOR LEGAL RESEARCH

I certify that the purchase of online research services from LexisNexis for legal research for Travis County Law Library constitutes a sole source exemption pursuant to V.T.C.A. Local Government Code 262.024 (a) (7) (A) for which competition is precluded, because the materials accessed through online research services are protected by copyrights.

This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

APPROVED ( )      DISAPPROVED ( )

BY COMMISSIONERS COURT ON

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(COUNTY JUDGE)



**Travis County RMCR**  
Records Management  
& Communication  
Resources

700 Lavaca, Suite 312  
P.O. Box 1748  
Austin, TX 78767

512.854.9575  
Fax: 512.854.4560

**Services:**

**Travis County Archives**  
512.854.4675  
Fax: 854.4560

**Imaging Lab**  
512.854.9081  
Fax: 854.4560

**Information Booth**  
512.854.9000  
Fax: 854.9887

**Law Libraries**  
512.854.8877  
Fax: 512.854.9887

**Legal Self-Help Center**  
512.854.9019  
Fax: 854.9082

**Media Services/TCTV-17**  
TravisCountyTV.org  
512.854.9503  
Fax: 854.4560

**Mail Services**  
512.854.9528  
Fax: 854.4560

**Offsite Storage**  
512.854.5865  
Fax: 854.9062

**Print Shop**  
512.854.9104  
Fax: 854.9105

## MEMORANDUM

To: Scott Wilson, Purchasing Agent Assistant IV  
From: *[Signature]* Steven Broberg, Director of RMCR  
Date: February 23, 2012  
Re: Lexis Online Patron Access Contract Sole Source Memo

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Thank you for your work on the Lexis Online Patron Access Contract.

With this contract, Law Library computer users will continue to have access to Lexis' legal research databases.

The Lexis legal research databases contain copyrighted materials available only from Lexis Publishing.



February 29, 2012

Scott Wilson, CPPB  
Purchasing Agent Assistant  
Travis County Purchasing Office  
700 Lavaca, Suite 800  
Austin, TX 78701

Dear Mr. Wilson:

LexisNexis is the sole source provider of many Texas and nationwide legal content and features accessible in your online research materials for library patrons. Examples include the following:

- All Matthew Bender analytical materials are exclusive to LexisNexis, including the following:
  - Dorsaneo Texas Litigation Guide
  - Texas Transaction Guide
  - Texas Criminal Practice Guide
  - Texas Civil Trial Guide
  - Texas Family Law Practice & Procedure
  - Texas Real Estate Guide
- *Shepard's Citations Service* is exclusive to LexisNexis. *Shepard's* gives the full spectrum of editorial analysis to describe what the citing court is saying about your case. Our closest competitor's citator provides only negative analysis.
- LexisNexis provides 53% more cases nationwide with both summaries and headnotes in the last 20 years than our closest competitor.
- LexisNexis offers the largest, most comprehensive collection of Texas case law summaries, including 92% more than our closest competitor in the last 20 years.
- Up-to-date U.S. Code, typically ahead of our closest competitor in incorporating major federal legislation.
- Official statutes, administrative codes, registers and case law in 28 jurisdictions nationwide.

Sincerely,

A handwritten signature in black ink that reads "Yvette V. Cleveland". The signature is written in a cursive, flowing style.

Yvette Cleveland  
LexisNexis Account Manager

Account Balance Inquiry

Account number . . . . : 11-5740-555.60-99  
Fund . . . . . : 011 LAW LIBRARY FUND  
Department . . . . . : 57 RECORDS MANG & COMM RESRC  
Division . . . . . : 40 LAW LIBRARY (Civil Just)  
Activity basic . . . . : 55 JUSTICE SYSTEM  
Sub activity . . . . . : 5 LAW LIBRARY  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 84,459  
Revised budget . . . . . : 88,699 10/01/2011  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : 27,929.80  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 1,257.20  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 4,128.60  
Total expenditures & encumbrances: 33,315.60 37.6%  
Unencumbered balance . . . . . : 55,383.40 62.4

**F5=Encumbrances**      **F7=Project data**                      **F8=Misc inquiry**  
**F10=Detail trans**    **F11=Acct activity list**                      **F12=Cancel**                      **F24=More keys**

Account Balance Inquiry

Account number . . . . : 11-5741-555.60-99  
Fund . . . . . : 011 LAW LIBRARY FUND  
Department . . . . . : 57 RECORDS MANG & COMM RESRC  
Division . . . . . : 41 LAW LIBRARY (Crim Just)  
Activity basic . . . . : 55 JUSTICE SYSTEM  
Sub activity . . . . . : 5 LAW LIBRARY  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 33,325  
Revised budget . . . . . : 35,142 10/01/2011  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : 11,644.80  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 538.80  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 1,769.40  
Total expenditures & encumbrances: 13,953.00 39.7%  
Unencumbered balance . . . . . : 21,189.00 60.3

**F5=Encumbrances**      **F7=Project data**                      **F8=Misc inquiry**  
**F10=Detail trans**    **F11=Acct activity list**                      **F12=Cancel**                      **F24=More keys**



**SUBSCRIPTION PLAN AMENDMENT  
FOR PATRON ACCESS  
(Electronic Consent – Option Version)**

<b>"Subscriber"</b> : Travis County	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Travis County, a political subdivision of the State of Texas ("County" or "Subscriber") (the "Agreement"). This Amendment is expressly made a part of the Agreement for all purposes.

**1. TERM**

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 5, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

**2. AUTHORIZED USERS; LOCATION**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement. In addition, the librarian will provide patrons access to the Preferred Pricing Materials (defined below). All access shall be limited to patrons using terminals (up to the specified number) at the location(s) listed below. Non-patrons of the library and inmates are prohibited from receiving access to and use of the Online Services under this Amendment. Remote access (e.g., via dial-up or other remote connection) is strictly prohibited. Subscriber is obligated to use best efforts to ensure that identification numbers are not disclosed to the patrons or other third parties.

PARTICIPATING BILLGROUP #	LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
116SMX	314 W 11 <sup>th</sup> , Ste 140, Austin TX	2

**3. MONTHLY SUBSCRIPTION CHARGE**

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

**4. PREFERRED PRICING MATERIALS AND CHARGES**

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), and subject to Section 4.3 below, the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing and online printing of the Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) National Primary Law	CDP000	Full
(b) Texas Matthew Bender	MTTX00	
(c)		
(d)		
(e)		

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	3/1/2012	to 9/30/2012	\$ 983
Beginning	10/1/2012	to 9/30/2013	\$ 983
Beginning	10/1/2013	to 9/30/2014	\$ 983
Beginning	10/1/2014	to 9/30/2015	\$ 983
Beginning	10/1/2015	to 9/30/2016	\$ 983

4.2 The Monthly Commitment may include a multi-media discount based on Subscriber's current print and/or CD-ROM subscriptions. In the event Subscriber discontinues any of its existing print or CD-ROM subscriptions, LN reserves the right to eliminate the multi-media discount and increase the Monthly Commitment.

4.3 During the Term, LN will review Subscriber's actual monthly use of the Preferred Pricing Materials calculated in accordance with the Price Schedule ("Actual Use"). In the event the Actual Use exceeds 15 times the Monthly Commitment for three consecutive months, LN reserves the right to increase the Monthly Commitment upon 30 days prior written notice to Subscriber. In the event of an increase pursuant to this Section 4.3, Subscriber's sole and exclusive remedy shall be termination of this Amendment upon 10 days prior written notice to LN. Subscriber must exercise the foregoing right of termination within 90 days of receipt of such notice of increase.

4.4 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials.

4.5 In exchange for the favorable pricing set forth in this Amendment, during the Term Subscriber agrees to maintain print, CD-ROM or similar products currently licensed to or provided to Subscriber by LN or its affiliated companies, or Subscriber must maintain an equivalent spending level for those products. If Subscriber's print, CD-ROM or similar products are not maintained or the spending level for those products declines, LN reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

4.6 LN will issue identification numbers to Subscriber for purposes of providing access to and use of the Preferred Pricing Materials by its patrons who agree electronically to abide by the terms and conditions of use for the LexisNexis Services. Subscriber will make available to each patron of the library the ability to agree to the LN terms and conditions via Subscriber's custom web page.

4.7 Subscriber shall set-up its system to require each patron to scroll through screens as designated by LN from time to time, which screens shall include the "Terms and Conditions of use for the LexisNexis Services". There must be an "Accept" button following the terms and conditions, which the patron must activate before having access to the Preferred Pricing Materials. If the patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "Accept", then the patron shall not have access to the Preferred Pricing Materials. Subscriber shall notify LN in advance of implementation of its electronic system and provide LN with a demonstration of its operation. Subscriber will make any adjustments to its electronic system, as required by LN, if it does not meet the above requirements.

## **5. CLOSED OFFER**

The offer of LN contained herein is valid until December 31, 2011. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## **6. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Amendment.

## **7. MISCELLANEOUS**

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

7.2 During the Term, Subscriber may not terminate the Agreement or this Amendment except as provided therein. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 90 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

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

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

7.5 Subscriber's contact and technical information is set forth in the attached Schedule I.7.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

**AGREED TO AND ACCEPTED BY:**

**TRAVIS COUNTY**

SUBSCRIBER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LexisNexis, a division of Reed Elsevier Inc.**

BY:  \_\_\_\_\_

NAME: **Derek M. Francis**

TITLE: **Pricing Analyst**

DATE: **3/1/12**

## SCHEDULE I

LN requires accurate IP information from the library to establish a connection to the Patron Access site ([www.lexisnexis.com/patronaccess](http://www.lexisnexis.com/patronaccess)). The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

**1. Law Library Name:**

Travis County Law Library

**2. Name of Technical Contact at Law Library**

Lisa Rush

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

\_\_\_\_\_

**Number of terminals** in contract: 2

For **each** Patron Access terminal:

1. Static IP address
2. LexisNexis at [www.lexis.com](http://www.lexis.com) ID
3. LexisNexis at [www.lexis.com](http://www.lexis.com) password

<b>Terminal 1</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 4</b> Static IP Address: _____ ID: _____ Password: _____
<b>Terminal 2</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 5</b> Static IP Address: _____ ID: _____ Password: _____
<b>Terminal 3</b> Static IP Address: _____ ID: _____ Password: _____	<b>Terminal 6</b> Static IP Address: _____ ID: _____ Password: _____

**LexisNexis® SUBSCRIPTION AGREEMENT AND ORDER FORM  
STATE/LOCAL GOVERNMENT PER SEARCH PRICING  
EFFECTIVE DECEMBER 1, 2011**



You may subscribe to the Online Services by agreeing to abide by the General Terms and Conditions and the Price Schedule attached hereto and incorporated herein, as Exhibits A and B, respectively. The General Terms and Conditions and the Subscription Plan Amendment for Patron Access (together with any attachments or exhibits attached thereto) represent the entire agreement for access to and use of the Online Services. Your subscription is subject to acceptance by LexisNexis, which acceptance shall be evidenced by issuing one or more identification numbers to access the Online Services.

Travis County  
SUBSCRIBER

BY: \_\_\_\_\_  
(AUTHORIZED SUBSCRIBER SIGNATURE)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CUSTOMER INFORMATION (Please type or print):**

1. Organization Name (Full Legal Name): TRAVIS COUNTY
2. Physical Address: 314 W 11TH ST STE 140  
City: AUSTIN State: TX Zip: 78701
3. County: TRAVIS
4. Country: USA
5. Telephone Number: 512-854-9290
6. Telecopier Number: \_\_\_\_\_
7. Invoice Address (if different than 2) PO BOX 1748
8. Name of Contact, Telephone Number and Email Address for the following:
 

Installation: <u>LISA RUSH</u>	<u>512-854-9290</u>
Billing: <u>LISA RUSH</u>	<u>512-854-9290</u>
Policy/Legal Notification: <u>LISA RUSH</u>	<u>512-854-9290</u>
Scheduling/Training: <u>LISA RUSH</u>	<u>512-854-9290</u>
9. Parent Company (if applicable): \_\_\_\_\_
10. Type of Organization (Check/complete all that apply):
 

<input type="checkbox"/> Publicly Traded Company:	Ticker Symbol: _____	Exchange: _____
<input type="checkbox"/> Private Corporation:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership/LLC
<input type="checkbox"/> Law Firm:	No. of Attorneys: _____	Practicing Area of Law: _____
No. of Employees: _____	No. of years in business: _____	No. of years at address: _____

If less than 6 months at an address, provide previous address: \_\_\_\_\_
11. Business/Professional License No: \_\_\_\_\_
12. Employer Identification Number: \_\_\_\_\_
13. Date Issued/Expiration Date: \_\_\_\_\_
14. Issuing State: \_\_\_\_\_
15. Dun & Bradstreet No. or Martindale-Hubbell Rating: \_\_\_\_\_
16. Tax Exempt:  Yes (attach Sales Tax Exemption Certificate)  No
17. Organization Web Address: \_\_\_\_\_

**Customer I.D. Information (Please type or print)**

ID Holders' Names (additional sheet attached <input type="checkbox"/> )	ID Holders' Titles/Positions	ID No. (LN to fill in)

**EXHIBIT A TO LexisNexis® SUBSCRIPTION AGREEMENT**  
**General Terms and Conditions**  
**State/Local Government Per Search Pricing**  
**December 1, 2011**

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by LexisNexis, a division of Reed Elsevier Inc. and its affiliated companies (collectively "LN"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with LN. The "Subscription Agreement" shall consist of these General Terms and Conditions, and the standard, transactional rates applicable to you (the "Price Schedule"), together with the terms and conditions of any amendments to the Subscription Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE**

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet), subject to the Supplemental Terms for Specific Materials ("Supplemental Terms"). Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");

(c) With respect to Materials that are court cases, court rules, court briefs, agency-issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under this Subscription Agreement;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine-readable form for no more than 90 days, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

(e) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of this Subscription Agreement; and

(f) For the avoidance of doubt, downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you may be liable to LN for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the rates in the applicable Price Schedule.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of LN, including its trademarks, service marks, or logos without the express written consent of LN. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of LN.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to LN or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online

Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Price Schedule, amendments to this Agreement, and any attachments or exhibits to this Agreement, the Supplemental Terms, online descriptions of files, online notices following source selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into this Subscription Agreement. For purposes of clarification, electronic notices referred to in Sections 1.8 and 5.3 of the General Terms and Conditions to the Agreement, shall refer to automatic notices that are displayed upon selection of certain files or embedded in individual documents. By way of example, see Rider 1 attached hereto and incorporated herein.

## 2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to LN for purposes of issuing an LN ID. You agree that each LN ID may only be used by the Authorized User to whom LN assigns it and that the LN ID may not be shared with or used by any other person, including other Authorized Users. You will manage your roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with LN IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of LN IDs assigned to your Authorized Users and will promptly notify LN, in writing, if you suspect that an LN ID is lost, stolen, compromised, or misused.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by LN in writing, use of

the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each LN ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If LN reasonably suspects use of an LN ID outside the country of issue for a period in excess of 30 continuous days, LN may suspend the LN ID or require you to use and pay for an LN ID for the relevant country. On request, LN will issue a geographically compliant LN ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective LN IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by LN, as well as links to materials made available on the Internet or other documents that you or your Authorized Users' own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. LN represents and warrants that: (a) the Folders will be under the exclusive control of your Authorized Users; and (b) LN will not access or otherwise review the content of Folders without your authorization. Notwithstanding the foregoing, LN may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by LN. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). To the extent permitted under applicable law, you agree to indemnify, defend, and hold LN harmless for any and all claims, damages, costs, fines and expenses that LN may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding LN Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of this Subscription Agreement, if desired. LN has no obligation to provide the content of Folders to you or your Authorized Users after the termination of this Subscription Agreement. All LN Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in this Subscription Agreement.

## 3. LIMITED WARRANTY

3.1 LN represents and warrants that it has the right and authority to make the Online Services and Materials available



to you and your Authorized Users as authorized expressly by this Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) LN and any officer, director, employee, subcontractor, agent, successor, or assign of LN; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

4.5 Notwithstanding anything to the contrary in this Section 4: (a) If there is a breach of the warranty in Section 3.1 above, then LN at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or Materials, asserted against you by such third party provided: (i) all use of the Online Services and Materials was in accordance with this Subscription Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or Materials with or into other products or applications not approved by LN; (iii) you give LN prompt notice of any such claim; and (iv) you give LN the right to control and direct the investigation, defense and settlement of each such claim. You, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

(b) In addition to Section 4.5(a), if the Online Services or the operation thereof become, or in the opinion of LN are likely to become, the subject of a claim of infringement, LN may, at its option and expense, either: (i) procure for you the right to continue using the Online Services, (ii) replace or modify the Online Services so that they become non-infringing, or (iii) terminate this Subscription Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 4.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

#### 5. MISCELLANEOUS

5.1 These General Terms and Conditions, including the Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Price Schedule; all other provisions may be changed by LN immediately upon notice to you. If any changes are made to this Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Authorized Users but will apply to all similarly situated LN customers using the Online Services. You may terminate this Subscription Agreement upon written notice to LN if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, this Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or LN may terminate this Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 10 days after the receipt of written notice of termination, unless a later date is specified in the notice.

(1) Termination for Default. Failure by either County or LN to perform any of its material obligations under the Agreement shall constitute a breach of Agreement. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the Agreement should not be terminated for default. Commissioner's Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of the Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to LN. In the event of Termination for Default, County shall not be liable for loss of any profits anticipated to be made hereunder.

(2) Termination for Convenience. County reserves the right to terminate the Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination County shall not be liable for loss of any profits anticipated to be made hereunder.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by LN. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to LN should be sent to LexisNexis, Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342.

5.4 The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of County may waive any breach of any term of condition of the Agreement unless expressly granted that specific authority by Commissioners Court. All rights of County under the Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in the Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

5.5 Neither LN nor any Authorized User may assign its rights or delegate its duties under this Subscription Agreement without the prior written consent of the other party, which

consent shall not be unreasonably withheld. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT OF OR UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE COMMISSIONERS COURT. Notwithstanding the foregoing, LN may freely transfer or assign upon written notice to, but without consent of Subscriber to: (i) any affiliate of LN, including without limitation any parent, division or subsidiary of Reed Elsevier, Inc.; (b) any entity which acquires all or substantially all of the business or assets of LN; (iii) any entity which requires the portion of the business or assets of LN relating to this Subscription Agreement, or (iv) any of the successors or assigns of any of the foregoing. This Subscription Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 LN's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that LN will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that LN will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with LN in any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by LN. All reviews will be at LN's expense. If there is any failure to cooperate with LN, or if any review reveals the lack of a permissible purpose to access Regulated Data, LN may deny access to the Online Services or to Regulated Data. LN will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permit to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference LN or the product through which the Regulated Data was provided, nor will LN be otherwise identified or referenced in connection with the Security Event, without the express written consent of LN, unless disclosure of such information is required by law; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will to the extent permitted by applicable law indemnify LN for any third party claims directed against LN that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Subscription Agreement.

5.10 Where applicable, each affiliated company of LN and each third party supplier of Materials has the right to assert and enforce the provisions of this Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement, and all amendments, attachments, addenda or exhibits attached hereto, 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 quotations on that subject matter.

5.12 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

5.13 Forfeiture of Contract. If LN has done business with a Key Contracting Person, listed in Attachment C-1 to the Ethics Affidavit attached hereto as EXHIBIT C and made a part hereof for all purposes, during the 365-day period immediately prior to the date of execution of this Agreement by LN or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by LN and prior to full performance of this Agreement, LN shall forfeit all benefits of this Agreement, and County shall retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to LN pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. "Has done business" and "does business" mean: (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year; but does not include: (x) any

retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public; (y) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by LN in the ordinary course of its business; and (z) a transaction for a financial service or insurance coverage made on behalf of LN if LN is a national or multinational corporation by an agent, employee or other representative of LN who does not know and is not in a position that he or she should have known about this Agreement.

5.14 Certification of Eligibility. LN certifies that at the time of executing this Agreement, LN is not on the federal government's list of suspended, ineligible, or debarred contractors. If LN is placed on the list during the term of this Agreement, LN shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

5.15 Funding Out. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for the Agreement for the following fiscal year of County, County may terminate the Agreement after giving LN thirty (30) days written notice that the Agreement is terminated due to the failure to fund it.

5.16 Property Taxes. Despite anything to the contrary in the Agreement, if LN is delinquent in payment of Travis County property taxes at the time of providing goods or services, LN hereby assigns the portion of the amount owing to it under this Agreement that is equal to the amount LN is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

5.17 Invoicing/Payments. LN shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable. Payment shall be made by check or warrant by County as provided herein. Payments shall be made upon submission of an invoice to the following address: County Purchasing Agent; P.O. Box 1748; Austin, Texas 78767. As a minimum, invoices shall include: (i) name, address, and telephone number of LN and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in the Agreement; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by the Agreement. County will not pay invoices that are in excess of the amount authorized by the Purchase Order. Payment shall be deemed to have been made on the date of mailing of the check or warrant. Partial payments will not be made unless specifically requested and approved by County. Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

5.18 County Access. LN shall maintain and make available, upon fifteen (15) days prior written notice, for inspection, audit or by any authorized representative of County all directly related books, documents, and other evidence pertinent to the

costs and expenses of the Agreement, including but not limited to direct costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under the Agreement. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

5.19 Conflict of Interest Questionnaire. Conflict of Interest Questionnaire. If required by Chapter 176, Texas Local Government Code, LN shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. LN shall update this Questionnaire by September 1 of each year for the duration of the Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, LN shall submit an updated Questionnaire. LN should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

5.20 Covenant against Contingent Fees. Covenant against Contingent Fees. LN warrants that no persons or selling agency has been retained to solicit the Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by LN to secure business. For breach or violation of this warranty, County shall have the right to terminate the Agreement without liability, or in its discretion to, as applicable, add to or deduct from the Agreement price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

5.21 Gratuities. County may terminate the Agreement if it is found that gratuities of any kind including entertainment, or gifts were offered or given by LN or any agent or representative of LN, to any County Official or employee with a view toward securing favorable treatment with respect of the Agreement.

LN, a division of Reed Elsevier, Inc.

END OF EXHIBIT A

BY: 

NAME: **Derek M. Francis**

TITLE: Pricing Analyst

DATE: 3/1/12

RIDER 1

EXAMPLES OF ELECTRONIC NOTICES (IN BOLD)

DAMON ENGLISH, APPELLANT v. COMMONWEALTH OF KENTUCKY,  
APPELLEE

NO. 1999-CA-001041-MR

COURT OF APPEALS OF KENTUCKY

2000 Ky. App. LEXIS 79

July 21, 2000, Rendered

**NOTICE: [\*1] THIS OPINION IS NOT FINAL AND SHALL NOT BE CITED AS AUTHORITY  
IN ANY COURTS OF THE COMMONWEALTH OF KENTUCKY.**

PRIOR HISTORY: APPEAL FROM JEFFERSON CIRCUIT COURT. HONORABLE GEOFFREY P.  
MORRIS, JUDGE. ACTION NO. 98-CR-002207.

DISPOSITION: AFFIRMED.

CORE TERMS: juvenile, felony, prosecutor, juror, adult, potential juror,  
garage, sentence, impeachment, convicted, impeach, bias, criminal trial,  
penalty phase, corrections, preserved, deprived, morning, counts of robbery,  
motion to strike, unlawful taking, law enforcement, guilt phase, fair trial,  
voir dire, confidentiality, imprisonment, credibility, adjudicated, punishable

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United States of America, Appellee, v. Ewen P. Barnett,  
Appellant.

No. 95-2727

UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

1996 U.S. App. LEXIS 2510

February 14, 1996, Submitted  
February 20, 1996, Filed

**NOTICE: [\*1] RULES OF THE EIGHTH CIRCUIT COURT OF APPEALS MAY LIMIT CITATION  
TO UNPUBLISHED OPINIONS. PLEASE REFER TO THE RULES OF THE UNITED STATES COURT OF  
APPEALS FOR THIS CIRCUIT.**

SUBSEQUENT HISTORY: Reported in Table Case Format at: <=1> 77 F.3d 486, 1996  
U.S. App. LEXIS 8084.

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ALLOWN - All Tax Assessor, Deed Transfer and Mortgage Records

TO SEARCH ALLOWN: Press the NEW SEARCH key or type .ns and press ENTER.

CONTENT: ALLOWN is a group file of Tax Assessor, Deed Transfer and Mortgage  
Records for all counties available on the LEXIS(R) service. Most  
documents contain the following information: - Owner, Buyer  
and/or Seller Name(s); Assessor Parcel Number; and,  
Address and Property Use

COVERAGE: See individual states files for available counties and dates.

The Fair Credit Reporting Act (15 U.S.C. sec 1681) prohibits use of information  
from this file to determine a consumer's eligibility for credit or insurance  
for personal, family or household purposes, employment or a government license  
or benefit.

# EXHIBIT B TO LexisNexis® SUBSCRIPTION AGREEMENT

## Price Schedule

### State/Local Government Per Search Pricing

December 1, 2011

These charges are effective as of December 1, 2011, and shall continue thereafter until the subscribing organization or individual ("Subscriber") is notified otherwise.

#### I. INFORMATION CHARGES FOR ONLINE SERVICES AVAILABLE AT LEXIS.COM/NEXIS.COM

For more information about the pricing components, consult the Price Definitions and Price List available via the Classic Online Services using LexisNexis communications software under the administrative identification number 20B9ZWS, at no cost to Subscriber for accessing or printing.

**1.1 SEARCHES.** Charges currently range from \$0 to \$163.00. Consult the Price List available in the Online Services for detailed search charges.

**1.2 DISCOUNTS.** The discounts set forth below shall be applied to Subscriber's Information Charges for each monthly invoice period. The discount shall be computed monthly and shall be based on the average amount of Information Charges incurred by Subscriber in the three month period beginning four months before the month Subscriber receives the discount. Discounts shall not apply to: (i) CourtLink, (ii) Delaware Secretary of State, (iii) Dunn & Bradstreet Reports, (iv) Elsevier Science, (v) Enhancements, (vi) Environmental FirstSearch, (vii) Expert Witness, (viii) FactSet, (ix) Historical Stock Quotes, (x) Precedent Finder, (xi) Premium IP, (xii) Premium News, (xiii) Real Property, (xiv) SciTech.

Monthly Average Information Charges	Flat Discount
From \$0 up to \$15,000	0%
Over \$15,000 up to \$30,000	2%
Over \$30,000 up to \$60,000	4%
Over \$60,000 up to \$90,000	8%
Over \$90,000	12%

**1.3 ACCESS.** Charges currently range from \$0 to \$50. Consult the Price List available in the Online Services for detailed access charges.

**1.4 LEXISNEXIS® ALERT.** Charges for LexisNexis Alert searches are based on the frequency in which they are executed according to the below table. Reports are printed at applicable print rates.

Frequency	Each Report
Intra-Day	\$9
Intra-Day 2x*	\$18
Intra-Day 3x*	\$27
Daily	\$15
Business Day (M-F)	\$20
Business Day (M-F)*	\$40
Business Day (M-F)*	\$60
Weekly	\$24
Monthly	\$30
Update Now	Price based on the frequency of the Alert being updated
On Demand (only available in Rosetta Platform)	\$15

\*Not available on Research Software

#### 1.5 RESEARCH TOOLS.

EACH CASE/CITATION/REPORT	
Shepard's® Table of Authorities Report	\$1.00/report*
Auto-Cite® service	\$6.00/cite*
Shepard's® Citation Service	\$6.00/cite/SHEPARD'S*

\*Includes printing and downloading charges.

<b>Shepard's® Alert</b>	<b>Setup</b>	<b>Updates</b>
Demand UPD	\$0.00	\$0.00
Business Day	\$0.00	\$0.00
Weekly	\$0.00	\$0.00
Bi-Weekly	\$0.00	\$0.00
Monthly	\$0.00	\$0.00

<b>SHEPARD'S® BRIEF SUITE™ DESKTOP &amp; BRIEFCHECK.COM</b>	<b>EACH LINK/RETRIEVAL/REPORT</b>
Shepard's® BriefCheck™ Unique Document Retrieval	\$0.00/retrieval*
Shepard's® FullAuthority® Report	\$0.00/report*
Shepard's® StyleCheck™ Report	\$0.00/report*

\*Includes printing and downloading charges.

<b>Single Document Retrieval*</b>	<b>Through LexisNexis at www.lexis.com</b>		<b>Through LexisNexis Research Software</b>	
	<b>via embedded link (excluding document links)</b>	<b>via Get a Document by Citation</b>	<b>via LEXSEE service</b>	<b>via LEXSTAT service</b>
Standard Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Premium Content **	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Briefs Pleadings and Motions Content, and Expert Witness Trans & Depos	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Expert and Emerging Issues Commentaries	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Tax Practice Insights Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Elsevier Science, Tax Analyst Content and Expert Witness CV's	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Nimmer Content	\$6.00/link	\$6.00/link	\$6.00/link	\$6.00/link
Matthew Bender Content	Tier 1 \$6.00/link	Tier 1 \$6.00/link	Tier 1 \$6.00/link	Tier 1 \$6.00/link
	Tier 2 \$6.00/link	Tier 2 \$6.00/link	Tier 2 \$6.00/link	Tier 2 \$6.00/link
	Tier 3 \$6.00/link	Tier 3 \$6.00/link	Tier 3 \$6.00/link	Tier 3 \$6.00/link

\*Includes Profile Suite Links

\*\*Premium content consists of materials from BNA, CCH and Mealey's

<b>TOC Document Linking</b>	
Standard Content	\$4.00/link
Premium Content**	\$4.00/link
Expert and Emerging Issues Commentaries and West Jur Content	\$4.00/link
Matthew Bender Content	Tier 1: \$4.00/link
	Tier 2: \$4.00/link
	Tier 3: \$4.00/link

\*\*Premium content consists of materials from BNA, CCH and Mealey's

<b>Enhanced Table of Contents (TOC)</b>	<b>Search Charge</b>
Codes	\$4.00
Premium Analytical	\$4.00
CCH	\$4.00
Base Analytical	\$4.00
BNA	\$4.00

## 1.6 HISTORIC STOCK QUOTES.

<b>through LexisNexis Research Software</b>	
<b>EACH QUOTE</b>	
Historic Price Quotes	\$0.15*
Historic Dividend Quotes	\$0.25*
*Includes printing and downloading charges.	
<b>through LexisNexis at <a href="http://www.lexis.com">www.lexis.com</a> and <a href="http://www.nexis.com">www.nexis.com</a></b>	

Historical Quotes \$0.30 per day per quote  
 Results will be formatted for viewing in a tabular format and can be formatted for printing and printed to the user's local printer at no additional charge. To download the results to CSV (spreadsheet/Excel format) the charge will be \$2.00. To receive a chart, the charge will be an additional \$1.00. For each additional company that is added to the chart for comparison the cost will be \$1.00.

**1.7 PRINTING AND SAVING TO DISK.**

Charges for printing and saving to disk are included in the Per-Search rate.

**1.8 IMAGES.**

Charges for images will be as follows per image retrieved, including printing and downloading:

	Each Image
Anatomical Transparencies	\$0.00
Trademark design images	\$0.00
Patent exemplary drawing images	\$0.00
Elsevier Environmental	\$3.00
Elsevier Business	\$6.00
Forms	\$7.50
IHI patent images – International	\$9.00
Patent Family Reports	\$9.00
Hoppenstedt	\$10.00
PDF Image for Judicial Profile – 7 <sup>th</sup> Circuit	\$10.00
PDF Image for Judicial Profile – 9 <sup>th</sup> Circuit	\$10.00
Global Reports	\$25.00
ISO Policy Forms	\$25.00
Miller's	\$25.00
Expert Commentary	\$50.00
Other Expert Witness Transcripts – Excerpts	\$50.00
Triodyne Expert Witness Transcripts – Excerpts	\$50.00
Research Disclosures TIFF	\$65.00
IP.com Technical Disclosures	\$75.00
Research Disclosures PDF	\$75.00
The Financial Crisis: Federal Statutory and Regulatory Responses	\$75.00
M&A Insight Notes	\$100.00
Other Expert Witness Transcripts – Full	\$110.00
Triodyne Expert Witness Transcripts – Full	\$110.00
Expert Commentary – Bensen on the Patent Reform Act of 2007	\$112.00
PDF Image for Premium Judicial Profile	\$200.00
Corporate Governance Quotient Profiles	\$250.00
M&A Insights Analysis	\$450.00
Sustainability & Risk Reports	\$1,500.00

**1.9 ATTACHMENTS.** Attachment charges are as follows per attachment retrieved, including printing and downloading:

	Each Attachment
Attorney Text Book of Medicine	\$0.00
Mealey	\$0.00
Mealeys Daily News	\$5.00
Patent images – US domestic	\$5.00
McClatchy Graphics	\$6.00
WPNPHO – World Picture Network – Full Size	\$6.00
Elsevier Science Business Journals	\$10.00
Enhanced Form: Open Fillable word processing version of form	\$10.00
Core Critical Issues Pamphlet	\$20.00
Core Emerging Issues Commentary	\$20.00
JurisCharts: Tax	\$20.00
Netter Medical Illustrations	\$20.00
Caselaw Official Reports	\$25.00



	Each Attachment
All Case Law Jurisdictions	\$30.00
Download PDF chart of Multi-Jurisdictional Survey with Analysis Now	\$30.00
50 State Comparative Legislation & Regulations	\$25.00
Elsevier Science	\$30.00
JurisCharts with Analysis: Insurance	\$30.00
JurisCharts with Analysis: Tax	\$30.00
Core Form: Open word processing version of form	\$35.00
Briefs, Pleadings & Motions	\$35.00
Download Interactive Analytical Report	\$50.00
Premium Current Critical Issues Pamphlet	\$50.00
Premium Emerging Issues Commentary	\$50.00
JurisCharts: Insurance	\$125.00
Enhanced Critical Issues Pamphlet	\$133.00
Enhanced Emerging Issues Commentary	\$133.00
Advanced Practice Strategies Medical Illustrations	\$175.00

### 1.10 DUN & BRADSTREET REPORTS.

Charges for Business Information Reports will range from \$88.00 to \$629.00 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$72.00 to \$130.00 depending on the specific report requested. Consult the Price List available in the Online Services for detailed report charges.

**1.11 DELAWARE SECRETARY OF STATE.** \$35 per report.

**1.12 ANALYZER.** \$0 per search and \$200 per report.

**1.13 EDGAR ONLINE.** \$15 for Excel Reports and \$22 for Non-Excel Reports (document delivery included).

**1.14 DOSSIER.** Charges range from \$0 up to \$50 per report and from \$0 up to \$176 per document link.

### 1.15 FACTIVA CONTINUOUS ALERTS.

	Per Alert
Initial Search Fee	\$65.00 per Alert
Daily Search Update Fee	\$20.00 per Alert per day
Daily Gateway Functionality	\$3.00 per Alert per day

### 1.16 COURTLINK.

**1.16.1 COURTLINK VIA LEXIS.COM.** Charges for CourtLink products retrieved via lexis.com.

COURTLINK	CHARGES
CourtLink Docket Search	\$10.00, \$20.00 or \$60.00
CourtLink Docket Retrieval	\$5.25 or \$9.45
CourtLink Docket Update	\$4.20
CourtLink Party Alerts	\$10.25
CourtLink Nature of Suit and Class Action Alerts	\$1.70
CourtLink Daily, Weekly or Monthly	\$8.50 per update
CourtLink OSD Image pdf (Document Ordering)	\$5.00

**1.16.2 COURTLINK VIA COURTLINK PLATFORM.** Charges for CourtLink products retrieved via the CourtLink platform.

COURTLINK	CHARGES
Alert	Range \$0.30 - \$59.00 per case found
Track	Range \$5.00 per update to \$15.00 per update
Search & Retrieve	Range \$5.25 - \$200.00 per search
CourtLink OSD Image pdf (Document Ordering)	\$5.00 - \$50.00

Consult the CourtLink Fee Schedule available at <https://w3.courtlink.lexisnexis.com/Help/Pricing/pricing.htm> for detailed report charges. In the event of a conflict between the range prices above and the CourtLink Fee Schedule, the CourtLink Fee Schedule will control.

**1.17 TOTALPATENT.**

TOTALPATENT	CHARGES
Searches	\$75 per Authority (maximum \$400)
Print/Download/Fax	See Section 1.7
Single Document Retrieval	\$7.50 per link
PDF Images	\$0.00 per image
Creating a Folder	\$10.00
Copying a Folder	\$10.00
Machine Translating	\$250.00
Analytics Report	\$20.00
Alerts	See Section 1.4 for rates
On Demand	\$20.00
Semantic Search	\$40 each time a semantic analysis is initiated

**1.18 PUBREC REPORTS.** \$99.00 for SmartLinx Report to Report links.

**1.19 PRECEDENT SEARCH.** Charges are \$59 for Single Category Search and \$89 for Multiple Category Search. For Matthew Bender/LN Forms & Agreements, charges are \$215 for single practice area/area of law and \$250 for multiple categories of all practice areas/areas of law.

**1.20 THE ENVIRONMENTAL FIRSTSEARCH GATEWAY REPORTS.**

	Price Per Report
Environmental Site Records Summary	\$99.00
Environmental Site Records Summary (plus added content)	\$129.00
Environmental Site Records Full Report	\$199.00
Environmental Site Records Full Report (plus added content)	\$230.00

**1.21 REAL PROPERTY ENHANCEMENTS.**

Description	Report Rate
Neighborhood Demographics Report	\$10.00
Loan Risk Scoring Report	\$15.00
Comparable Property Sales Report	\$15.00
Parcel Images	\$15.00
Deed Transaction History Report	\$20.00
Foreclosure Activity Report	\$30.00
Voluntary Lien Transaction	\$30.00
Real Property Valuation Report	\$25.00
Deed Images	\$25.00
Lead Property Description & Deed History Report	\$25.00
Real Property Valuation & Risk Assessment Report	\$50.00

**1.22 LEXISNEXIS STATISTICAL GATEWAY.**

LexisNexis Statistical Gateway charges are as follows:

Reports	\$0.00 - \$2.00
Basic Datasets Per Search	\$0.30 - \$0.40

**1.23 VERDICT & SETTLEMENT ANALYZER.**

Verdict & Settlement Analyzer	\$6.00 per link
Verdict & Settlement Analyzer	\$22.00 per report

**1.24 AUTOMATIC DISPLAY FILES (ADF).** Charges range between \$0 to \$125.

**1.25 PROFILE SUITE.** \$22 per report.

**2. HANDLING CHARGE (AVAILABLE VIA CLASSIC ONLINE SERVICES ONLY).** \$15 per user per day for documents printed at the LexisNexis computer center.

**3. MONTHLY SUBSCRIPTION CHARGE.** \$75 per building with equipment used to access the Online Services (up to a maximum of \$150 per Agency).

**4. INSTRUCTION.** Training is provided at no charge and covers (a) the basic instruction of all individuals selected by Subscriber to receive instruction in the use of the Online Services and (b) standard instructional and reference materials on the use of the Online Services. Everyone who completes training shall receive one hour of free use to perfect their skills. This free hour is non-transferable and must be used within 14 calendar days of the date on which basic instruction is completed, at a single session or on an aggregated basis. Credit for free use shall automatically be reflected on Subscriber's monthly invoice and shall be applied against Subscriber's total charges in a given month.

**5. TAXES.** The charges detailed in this Price Schedule are exclusive of any state or local sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Subscriber's account. If Subscriber is exempt from any such taxes, the tax will not be charged to Subscriber upon receipt of a certificate of exemption.

**II. INFORMATION CHARGES FOR LEXIS® ADVANCE**

1.1 This pricing applies to documents outside of any subscription plan. Such documents are identified by an orange "out of plan" notification. All other documents are inside of the flat rate subscription and will not incur an additional charge.

Content Category	Document Access Charge	Document Delivery Charge	
Primary Law: Tier 1 <i>cases, codes, admin codes</i>	\$16	\$0	
Primary Law: Tier 2 <i>agency materials, bill text, court rules</i>	\$11	\$0	
Secondary Law <i>jury verdicts &amp; settlements, jurisprudence, law reviews</i>	\$44	\$0	
Premium Litigation <i>briefs, pleadings, motions; expert witness materials</i>	\$80	\$0	
Treatises: Tier 1 <i>Chisum on Patents, Collier on Bankruptcy, Nimmer on Copyright</i>	\$64	\$0	
Treatises: Tier 2 <i>Business Law Monographs, Gilson on Trademarks, Law of Liability Insurance</i>	\$40	\$0	
News: Tier 1,2,3 <i>newspapers, newswires, trade journals</i>	\$24, \$16, \$11	\$0	
Content Category	Document Search Charge	Document Report Charge	Document View & Delivery Charge
Public Records	\$0-\$99	\$0-\$50	\$0

1.2 Shepard's® is included with all document accesses, and is free of charge when searched during the promotional period that ends July 1, 2012.

1.3 Prices shown in the above list do not reflect any subscription or transactional discounts.

**1.4 LEXIS® ADVANCE SYSTEMS ACCESS FEE:** Subscribers who do not have a qualifying monthly flat rate subscription will be charged a monthly Lexis Advance System Access Fee which is calculated based on the total number of non-Public Records searches times \$60. They System Access Fee is waived for all other subscribers.

**2. TAXES.** Charges do not include any federal, state or local indirect taxes such as sales, use or similar taxes or fees. If any such taxes or fees are applicable, they will be charged to Subscriber's account. Taxation on charges is based on active user(s)' physical site location at month end. Subscriber is responsible for updating users and ensuring users are assigned

to correct physical site locations within Admin Portal. If Subscriber does not have access to or use of the Admin Portal, Subscriber must provide information for each user and physical site location to LN as soon as active users and locations change.

**III. MISCELLANEOUS**

**1. PAYMENT TERMS.** All charges incurred by Subscriber are payable within 30 days after receipt of an invoice. Subscriber shall pay all charges in accordance with any applicable "Prompt Payment Act" or similar legislation.

**2. CHANGES TO CHARGES AND DISCOUNTS.** Charges and discounts may be changed only upon 30 days prior notice, which notice shall be with your invoice or otherwise provided in writing.

**3. COLLECTION COST.** Subscriber shall be liable for all costs of collection incurred by the provider of the Online Services, including without limitations, collection agency fees, if Subscriber fails to comply with the payment obligations set forth herein.

**4. PURCHASE ORDER.** In the event Subscriber issues a purchase order or other document relating to the Online Services, Subscriber agrees that the document shall be for Subscriber's internal purposes only and shall in no way modify or affect any of the terms or conditions for access to the Online Services.

-----**END OF EXHIBIT B**-----

EXHIBIT C  
ETHICS AFFIDAVIT

STATE OF TEXAS }  
COUNTY OF TRAVIS }

Date: 3/1/12  
Name of Affiant: Derek M. Francis  
Title of Affiant: Pricing Analyst  
Business Name of Vendor: LA, a division of Reed Elsevier, Inc.  
County of Vendor: Montgomery

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Vendor to make this affidavit for Vendor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Vendor has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment C-1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment C-1 with whom Vendor is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant [Handwritten Signature]

Address 9443 Springboro Pike Mansfield, OH 44880

SUBSCRIBED AND SWORN TO before me by Derek Francis on Mar, 2012

Notary Public, State of OHIO  
Typed or printed name of notary Charles J. Horn  
My commission expires: has no expiration  
[Handwritten Signature: Charles J. Horn]



**ATTACHMENT C-1**  
**LIST OF KEY CONTRACTING PERSONS**

**LIST OF KEY CONTRACTING PERSONS**  
**January 24, 2012**

**CURRENT**

Name of Individual/Name of Business

Position Held Holding Office/Position Individual is Associated

County Judge .....Samuel T. Biscoe  
County Judge (Spouse) .....Donalyn Thompson-Biscoe  
Executive Assistant .....Cheryl Brown  
Executive Assistant .....Melissa Velasquez  
Executive Assistant .....Josie Z. Zavala  
Executive Assistant .....Cheryl Aker  
Commissioner, Precinct 1 .....Ron Davis  
Commissioner, Precinct 1 (Spouse) .....Annie Davis Seton Hospital  
Executive Assistant .....Deone Wilhite  
Executive Assistant .....Felicita Chavez  
Commissioner, Precinct 2 .....Sarah Eckhardt  
..... Commissioner, Precinct 2 (Spouse) .....Kurt Sauer Daffer McDaniel, LLP  
Executive Assistant .....Loretta Farb  
Executive Assistant .....Joe Hon  
Executive Assistant .....Peter Einhorn  
Commissioner, Precinct 3 .....Karen Huber  
Commissioner, Precinct 3 (Spouse) .....Leonard Huber Retired  
Executive Assistant .....Garry Brown  
Executive Assistant .....Lori Duarte  
Executive Assistant .....Jacob Cottingham  
Commissioner, Precinct 4 .....Margaret Gomez  
Executive Assistant .....Edith Moreida  
Executive Assistant .....Norma Guerra  
County Treasurer .....Dolores Ortega-Carter  
County Auditor .....Susan Spataro, CPA  
County Executive, Administrative .....Vacant  
County Executive, Planning & Budget .....Leroy Nellis, Interim  
County Executive, Emergency Services .....Danny Hobby  
County Executive, Health/Human Services .....Sherri E. Fleming  
County Executive, TNR .....Steven M. Manilla, P.E.\*  
County Executive, Justice & Public Safety .....Roger Jefferies  
Director, Facilities Management .....Roger El Khoury, M.S., P.E.  
Chief Information Officer .....Joe Harlow  
Director, Records Mgmt & Communications .....Steven Broberg  
Travis County Attorney .....David Escamilla  
First Assistant County Attorney .....Steve Capelle  
Executive Assistant, County Attorney .....James Collins  
Director, Land Use Division .....Tom Nuckols  
Attorney, Land Use Division .....Julie Joe  
Attorney, Land Use Division .....Christopher Gilmore  
Director, Transactions Division .....John Hille  
Attorney, Transactions Division .....Tamara Armstrong  
Attorney, Transactions Division .....Daniel Bradford  
Attorney, Transactions Division .....Mary Etta Gerhardt  
Attorney, Transactions Division .....Barbara Wilson  
Attorney, Transactions Division .....Jim Connolly  
Attorney, Transactions Division .....Tenley Aldredge  
Director, Health Services Division .....Beth Devery

Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....Vacant  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter\*  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 ..... Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....George R. Monnat, C.P.M., A.P.P.  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM\*  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Elizabeth Corey, C.P.M.  
 Purchasing Agent Assistant III .....Rosalinda Garcia  
 Purchasing Agent Assistant III .....Loren Breland, CPPB  
 Purchasing Agent Assistant III .....Nancy Barchus, CPPB  
 Purchasing Agent Assistant III .....Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant II.....C.W. Bruner, CTP  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Jennifer Francis

**FORMER EMPLOYEES**

Name of Individual	
<u>Position Held Holding Office/Position Date of Expiration</u>	
County Executive, TNR.....	Joseph Gieselman..... 01/31/12
Purchasing Agent Assistant IV .....	Oralia Jones, CPPB ..... 07/31/12
County Executive, Planning & Budget .....	Rodney Rhoades. .... 08/19/12
Purchasing Agent Assistant IV .....	Diana Gonzalez.. .... 12/16/12

\* - Identifies employees who have been in that position less than a year.

Exhibit 2

LN acknowledges that LN is doing business or has done business during the 365 calendar day period immediately prior to the date on which LN's representative executed the Agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

Tenley Aldredge

Cyd Grimes

Scott Wilson

George Monnat

If no one is listed above, LN warrants that LN is not doing business and has not done business during the 365 calendar day period immediately prior to the date on which the Agreement was executed by LN's representative.



PURCHASE REQUISITION NBR: 0000554646

REQUISITION BY: CATHY DAWKINS/854-9596

STATUS: READY FOR BUYER PROCESS  
REASON: ATTN: SCOTT

DATE: 3/09/12

SHIP TO LOCATION: LAW LIBRARY

SUGGESTED VENDOR: 32437 LEXIS NEXIS

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PATRON CONTRACT LEXIS PATRON AGREEMENT COMMODITY: LIBRARY SERVICES SUBCOMMOD: RESEARCH SERVICES	7.00	MD	983.0000	6881.00	
REQUISITION TOTAL:					6881.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01157405556099	OTHER PURCHASED SERVICES	70.00	4816.70
1	01157415556099	OTHER PURCHASED SERVICES	30.00	2064.30
				6881.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.