

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**3/19/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
LexisNexis Renewal	Enza Petrarca Village Attorney

**SYNOPSIS**

A resolution has been prepared to authorize a four-year renewal of an agreement with LexisNexis in the amount of \$6,120 per year.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Steward of Financial, Environmental and Neighborhood Sustainability*.

**FISCAL IMPACT**

The FY19 Budget includes \$6,120 in the General Fund (Page 4-3, Line 17) for this contract.

**RECOMMENDATION**

Approval on the March 19, 2019 Consent Agenda.

**BACKGROUND**

LexisNexis has been the provider of on-line legal research services for the past several years. The Legal Department is recommending the extension of this contract for an additional four-year period. A monthly fee of \$510 will be paid over the course of the four year agreement which totals \$24,480.00.

**ATTACHMENTS**

Resolution  
Agreement

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL  
TO THE CONTRACT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND LEXISNEXIS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain renewal (the "Agreement"), between the Village of Downers Grove (the "Village") and LexisNexis ("LexisNexis"), for on-line legal research services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



Lexis Advance® Subscription Amendment for State/Local  
Government  
(Existing Subscriber Version)



<b>“Subscriber” Name:</b> VILLAGE OF DOWNERS GROVE
<b>Account Number:</b> 100010A7L
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

### 1. Amendment

This Amendment (“Amendment”) amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. (“LN”) and Subscriber (the “Subscription Agreement”). This Amendment shall serve as Subscriber’s acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at [www.lexisnexis.com/terms/general](http://www.lexisnexis.com/terms/general).

### 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.

<b>Number of Government Professional Users:</b>	<b>3</b>
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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. Up to 3 ID’s 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.

- (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 Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber’s commitment for the Lexis Advance product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.3 below (the “Committed Term”). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
City Attorney Premium Library	1011966	3
National Primary Plus	1011510	3
News	1010610	3

Legal News	1011823	3
<input type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance 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
7/1/19 - 6/30/20	\$510
7/1/20 - 6/30/21	\$510
7/1/21 - 6/30/22	\$510
7/1/22 - 6/31/23	\$510

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

**Subscriber elects access to the Alternate Materials**

\_\_\_\_\_  
(Initial)

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

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

**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 3/21/19.

**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 Advance through:

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

<b>Subscriber: VILLAGE OF DOWNERS GROVE</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<p><b>Authorized Subscriber Signature:</b></p> <p><b>Printed Name:</b> _____</p> <p><b>Job Title:</b> _____</p> <p><b>Date:</b> _____</p>

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]

<p><b>Authorized Signature:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Job Title:</b> _____</p> <p><b>Date:</b> _____</p>
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