



“Subscriber” Name: NorthPort City Attorney Office
Account Number: 4252VW46
“LN”: LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis Advance® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <http://www.lexisnexis.com/terms/LACommercial2>.

2. Certification

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

Number of Government Professional Users:	2
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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 may be issued to support staff for each Government Professional User accounted for above.

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

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

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

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

3. Lexis 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 3.2 below (the “Committed Term”). Subscriber may not terminate this Agreement under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement 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
Core Public Records with Smartlinx	1004801	2
All Brief Pleadings in Motions	101027	2
FL Jury Instructions	1010127	2
All Legislative Bill Histories	1509667	2
News	1010610	2
FL Forms	1011946	2
City Atty Premium	1011966	2
FL Ultimate	1518135	2
<input checked="" type="checkbox"/> See attached Rider No. 1 for additional Content & Features		

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

Committed Term	Monthly Commitment
03/03/2019 - 04/30/2019	\$0
05/01/2019 - 04/30/2020	\$485
05/01/2020 - 04/30/2021	\$485
05/01/2021 - 04/30/2022	\$485

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

Subscriber elects access to the Alternate Materials

(Initial)

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

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

4. Closed Offer

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

5. Confidential Information

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

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 Agreement.

7. Miscellaneous

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

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

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

AGREED TO AND ACCEPTED BY:

Subscriber: City of North Port, City Attorney's Office
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name: Peter D. Lear, CPA, CGMA
Job Title: City Manager
Date: April 23, 2019

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:
Name:
Job Title:
Date:

ATTEST

By: _____
Kathryn Wong, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	City of North Port City Attorney's Office	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	4970 City Hall Blvd	
City:	North Port	
State:	FL	
Zip:	34286	
County:		
Telephone:	(941) 429-7246	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

Legislative Judicial Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

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

Tax ID No: _____ State Contract No: (If applicable)

PO No: (If applicable)

Contacts:

	<u>Name</u>	<u>Telephone</u>	<u>Email</u>
Installation:	Sandra Harris	(941) 429-7246	sharris@cityofnorthport.com
Billing:	_____	_____	_____
Policy/Legal Notification:	_____	_____	_____
Scheduling/Training:	Sandra Harris	(941) 429-7246	sharris@cityofnorthport.com
	<u>Name</u>	<u>Telephone</u>	
Super Admin:	Sandra Harris	(941) 429-7246	
	<u>Email</u>	<u>IP Address</u>	
	sharris@cityofnorthport.com		

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Amber Slayton	City Attorney	aslayton@cityofnorthport.com	4970 City Hall Blvd., North Port, FL 34286
Michael Golen	Assistant City Attorney	mgolen@cityofnorthport.com	4970 City Hall Blvd., North Port, FL 34286
Sandra Harris	Paralegal	sharris@cityofnorthport.com	4970 City Hall Blvd., North Port, FL 34286



This Contract Addendum ("Addendum") amends and supplements the terms of the Subscription Agreement between LexisNexis, a division of RELX Inc. ("LN") and the City of North Port, Florida, for the City Attorney's Office ("Subscriber") for access to and use of the Online Services, including any and all amendments thereto (collectively the "Agreement").

1. Term.

The term of this Addendum (the "Addendum") shall be coterminous with the Agreement.

2. Governing Law; Applicable Law.

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the State in which Subscriber is located ("Subscriber's State"). LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. Furthermore, any provision of the Agreement which is contrary to the law of Subscriber's State shall be deemed to be modified to the extent necessary to be permissible under Subscriber's State law.

3. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

4. Termination Rights.

Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.

5. Miscellaneous.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum. In the event of a conflict or inconsistencies between the Agreement and this Addendum, this Addendum will control.

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

AGREED TO AND ACCEPTED BY:

City of North Port, Florida

SUBSCRIBER

BY: _____

NAME: Peter D. Lear, CPA, CGMA

TITLE: City Manager

DATE: April 23, 2019

LexisNexis, a division of RELX Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Kathryn Wong, City Clerk

By: _____
Amber L. Slayton, City Attorney