

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and San Mateo County District Attorney's Office, a state or local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "State Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.
2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.
3. **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 current or next fiscal year.
4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.
5. **Right to Terminate; Termination for Cause.** 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.
6. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.
7. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.
8. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.
9. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.
10. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.
11. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. LN agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. LN shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires LN to provide notice of the release of confidential information within a set period of time is deleted.

13. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised in accordance with Section 5.1 thereof), shall be in writing and signed by both parties.

14. **Miscellaneous.**

14.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

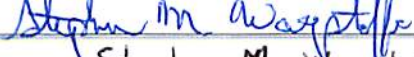
14.2 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the State Contract, and then any other LN contract documents.

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.

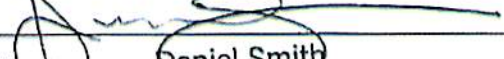
AGREED TO AND ACCEPTED BY:

SAN MATEO COUNTY DISTRICT ATTORNEY'S OFFICE

SUBSCRIBER

BY: 
NAME: Stephen M. Wagstaffe
TITLE: District Attorney
DATE: 6-3-2015

LexisNexis, a division of Reed Elsevier Inc.

BY: 
NAME: Daniel Smith
TITLE: Pricing Analyst
DATE: 6/3/2015

"Subscriber": San Mateo County District Attorney	"LN": 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 Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

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 7, 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 5.1 (the "Term").

2. AUTHORIZED USERS

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.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
114W58	Redwood City, CA

3. CERTIFICATION

3.1 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:	64
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3.2 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.

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

3.4 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.

3.5 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.

4. 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.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), 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"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a)	Full Federal	SB7PU2	Full
(b)	California Content	SB0ECA	
(c)			
(d)			
(e)			
(f)			
(g)			
(h)			
(i)			
(j)			
(k)			
(l)			
(m)			
(n)			
(o)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials			

	COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	7/1/2015	to	6/30/2016	\$ 1742.00
Beginning	7/1/2016	to	6/30/2017	\$ 1794.00
Beginning	7/1/2017	to	6/30/2018	\$ 1848.00
Beginning	7/1/2018	to	6/30/2019	\$ 1903.00
Beginning	7/1/2019	to	6/30/2020	\$ 1960.00
Beginning		to		\$
Beginning		to		\$

5.2 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, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until June 20, 2015. 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.

8. 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 8 will survive the termination or expiration of this Amendment.

9. SUPPORT AND TRAINING

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

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

10. MISCELLANEOUS

10.1 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.

10.2 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.

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

10.4 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:

SAN MATEO COUNTY DISTRICT ATTORNEY

BY: Stephen M. Wagstaffe
NAME: Stephen M. Wagstaffe
TITLE: District Attorney
DATE: 6-3-2015

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: [Signature]
NAME: Daniel Smith
TITLE: Pricing Analyst
DATE: 6/3/2015

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

ATTACHMENT SP
Service Provider Supplemental Attachment

This attachment is part of the agreement between LexisNexis and the County of San Mateo.

I. Contract Dollar Amount

In no event shall total payment for services under this Agreement exceed one hundred ten thousand nine hundred sixty-four, \$110,964.

II. AVAILABILITY OF FUNDS

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

III. EQUAL BENEFITS (check one or more boxes)

- a. Contractor complies with the County's Equal Benefits Ordinance by:
 - ☒ Offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- b. ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- c. Contractor is exempt from this requirement because:
 - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to offer equal benefits when said agreement expires.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- a. ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- c. ☐ Contractor is exempt from this requirement because (check all that apply):
 - ☐ The contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to comply when the bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

V. NON-DISCRIMINATION (check appropriate boxes)

- a. ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- b. ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

VI. HOLD HARMLESS

~~Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.~~

Contractor shall be responsible for a breach of the agreement solely to the extent permissible under State law. Please see the Indemnification section in the LexisNexis general terms.

VII. ELECTRONIC SIGNATURE

Electronic Signature. If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: LexisNexis

Contractor Number: 25100-15-D003

Date this Form Was Completed: 5/29/2015

Name of Person Completing Form: David Doan

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

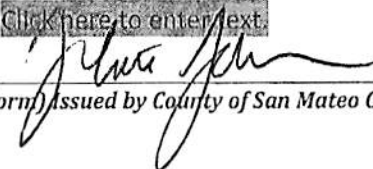
If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

The contractor provides our attorneys with remote internet access to a comprehensive legal research database. Lexis Nexis contract file #106/119

Section below is for Risk Management authorization – send to Risk Management ONLY IF INSTRUCTED TO DO SO

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: 

Date: 6/3/15



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED LexisNexis A Division of Reed Elsevier Inc. 2 Newton Place, Suite 350 255 Washington St Newton MA 02458-1637 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570057703045** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR I TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			OGLG24876512	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BG 114W58.

CERTIFICATE HOLDER**CANCELLATION**

San Mateo County District Attorney's Office 400 County Center Drive, 3rd Floor Redwood City CA 94063 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Holder Identifier :

Certificate No : 570057703045

County of San Mateo ~ 3-Year Waiver Request NEW CONTRACT

DATE: 5/5/2015

TO: Contract Compliance Committee

FROM: David Doan

DEPARTMENT: District Attorney's Office

Contractor Name: LexisNexis

Contract Number: 25100-15-D003

Contract Start Date: 7/1/2015

Contract End Date: 6/30/2020

Contract Dollar Amount: \$110,964

Describe the open, fair and competitive selection process used:

☐ 3 Quotes ☐ Request for Proposals ☐ Sole Source

☒ Other Selection Process (explain): A quote was obtained from WestLaw to ensure reasonableness. WestLaw and LexisNexis are the only two providers for online subscription.

Explain the Funding Source (for the full term of the contract):

The D.A.'s office will pay 100% of the contract using general fund money (org 25111). The five year split will be as follows: Year 1 - \$20,904 Year 2 - \$21,528 Year 3 - \$22,176 Year 4 - \$22,836 Year 5 - \$23,520.

It is in the best interest of the County to execute this contract for more than three years for the following reason(s):

- | | |
|--|---|
| <input type="checkbox"/> Necessary in order to respond to an emergency | <input type="checkbox"/> Sole Source (no other provider offers this service) |
| <input type="checkbox"/> No compliant contractors are capable of providing the goods/service | <input type="checkbox"/> Grant, subvention or agreement with a public agency |
| <input type="checkbox"/> This is part of a Cooperative or Joint Purchasing Agreement | <input checked="" type="checkbox"/> Better cost/value from service provider with longer contract term |
| <input type="checkbox"/> This is a temporary extension until an RFP can be completed | <input type="checkbox"/> Other: |

Explain in more detail why it is in the best interest of the County to execute this contract for more than three years: There are only two vendors that provide this type of service while their prices are close to each other. By executing a five year agreement, the County will be able to lock in an additional two years which provides cost certainty. The DA's office has contracted with LexisNexis for at least 13 years now.

BELOW THIS LINE FOR CONTRACT COMPLIANCE COMMITTEE ONLY

☒ APPROVED ☐ NOT APPROVED

Joanne M. Ward

Digitally signed by Joanne M. Ward
DN: cn=Joanne M. Ward, o=Human Resources, Procurement Division,
ou=County of San Mateo, email=jmward@smcgo.org, c=US
Date: 2015.05.06 16:42:28 -0700

Contract Compliance Committee
Joanne Ward, Countywide Contracts Administrator

DATE: 5/6/2015