



"Subscriber" Name: San Mateo County District Attorney

Account Number: 100000I3O

"LN": 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.

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:	64
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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. 2 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 for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	64
CA Trial Court Orders	1511803	64
CA Jury Instructions	1011402	64
CA Criminal Practice Analytical	1011196	64

Witkin	1011517	64
Prosecutor Premium Library	1011969	64

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
7/1/2020 - 6/30/2021	\$2274.00
7/1/2021 - 6/30/2022	\$2297.00
7/1/2022 - 6/30/2023	\$2320.00
7/1/2023 - 6/30/2024	\$2343.00
7/1/2024 - 6/30/2025	\$2366.00

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 5/7/2020.

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:

Subscriber: San Mateo County District Attorney	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

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

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 thirty nine thousand two hundred dollars, \$139,200.

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 ~ 3-Year Waiver Request **NEW CONTRACT**

DATE: 4/14/2020

TO: Contract Compliance Committee

FROM: Joline Owyang

DEPARTMENT: District Attorney's Office

Contractor Name: LexisNexis

Contract Number: 25100-20-D003

Contract Start Date: 7/1/2020

Contract End Date: 6/30/2025

Contract Dollar Amount: \$139,200

Describe the open, fair and competitive selection process used:



3 Quotes



Request for Proposals



Sole Source



Other Selection Process (explain): WestLaw and LexisNexis are the only two providers for online subscription. LexisNexis has been the DA provider for over 15 years. For continuity and effectiveness, we are continuing with this provider.

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 - \$27,288 Year 2 - \$27,564 Year 3 - \$27,840 Year 4 - \$28,116 Year 5 - \$28,392.

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



Necessary in order to respond to an emergency



Sole Source (no other provider offers this service)



No compliant contractors are capable of providing the goods/service



Grant, subvention or agreement with a public agency



This is part of a Cooperative or Joint Purchasing Agreement



Better cost/value from service provider with longer contract term



This is a temporary extension until an RFP can be completed



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 18 years now.

BELOW THIS LINE FOR CONTRACT COMPLIANCE COMMITTEE ONLY



APPROVED



NOT APPROVED

Jas Sandhar, Procurement Manager

DATE: 4/14/2020

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: LexisNexis

Contractor Number: 25100-20-D003

Date this Form Was Completed: 4/16/2020

Name of Person Completing Form: Joline Owyang

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 checked="" type="checkbox"/> YES	<input 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 type="checkbox"/> YES	<input checked="" 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. *Add'l insured requirement is waived JJJ 4/16/2020*

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: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

J. Owyang
(Internal Form) Issued by County of San Mateo Contract Compliance Committee July 1, 2013

4/16/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/14/2020

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 have ADDITIONAL INSURED provisions or 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
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT
NAME:
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURED
LexisNexis
a Division of RELX Inc.
9443 Springboro Pike
Miamisburg OH 45342 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B: ACE American Insurance Company	22667
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570081430004

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			OGLG46663160	01/01/2020	01/01/2021	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 Host Liquor Liab \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Collision Ded \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp Ded \$1,000			8376848 21	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
A	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	N/A	837684521	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

San Mateo County
Attn: Ed Castillo
District Attorney's Office
400 County Center, 3rd Floor
Redwood City CA 94063 USA

CANCELLATION

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

Aon Risk Services Northeast Inc.

Holder Identifier :

570081430004

Certificate No :



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED LexisNexis
POLICY NUMBER See Certificate Number: 570081430004		
CARRIER See Certificate Number: 570081430004	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 · **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED LexisNexis
POLICY NUMBER See Certificate Number: 570081430004		
CARRIER See Certificate Number: 570081430004	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Companies Affording coverage

[illegible]

The Subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.