

RESOLUTION No. 25-108

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AGREEMENT WITH LEXISNEXIS REGARDING ONLINE AI-ASSISTED LEGAL RESEARCH, DOCUMENT PREPARATION SOFTWARE, AND RELATED SERVICES IN THE AMOUNT OF \$79,452 FOR THE PERIOD OF MAY 3, 2025, THROUGH JUNE 30, 2028, AND AUTHORIZING COUNTY COUNSEL TO EXECUTE AGREEMENT AND RELATED ADDENDA

WHEREAS, the Office of the County Counsel serves as in-house counsel and provides a wide array of legal services for the County of Nevada, including litigation services; and

WHEREAS, online legal research, and other technology-based support services are the most cost-effective and efficient way to maintain the resources necessary to operate and manage in-house legal services and ensure that the office remains current on legal issues; and

WHEREAS, County Counsel's office desires to use services with LexisNexis and enter into an Agreement for bundled online legal support services for a new three-year Agreement commencing May 3, 2025, with a termination date of June 30, 2028, with an option to renew for two one-year periods; and

WHEREAS, LexisNexis is a leading provider of legal publications, online research services, case management, AI assistance, and other legal support services and is willing and well-qualified to provide such services to the County.

NOW, THEREFORE, BE IT RESOLVED that the Agreement by and between the County Counsel, County of Nevada and LexisNexis Online AI-Assisted Legal Research and Document Preparation Software in the amount of \$79,452 for the period of May 3, 2025, through June 30, 2028 (\$0.00 for May 3, 2025 – July 30, 2025; \$25,200 for July 1, 2025 – June 30, 2026; \$26,460 for July 1, 2026 – June 30, 2027; and \$27,792 for July 1, 2027 – June 30, 2028) be and hereby is approved in the form attached hereto and that the County Counsel is hereby authorized to execute the Agreement and related addenda.

Funding: 0101 10301 611 1000 / 521474 / 61100000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of March 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: _____

Tine Mathiasen

Heidi Hall

Heidi Hall, Chair



LEXIS+[®]/LEXIS+ AI[™] SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION-AAR)

"Subscriber" Name: Nevada County Counsel
Account Number: 100000HTM
"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+ AI 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: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

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:	7
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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. 1 ID may be issued to support staff for each Government Professional User accounted for above.
- 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+ AI Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The Term of Subscriber's commitment for the Lexis+ AI 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 3.5 below (the "Initial Term").
- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal



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at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the 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+ AI Content & Features		
Product	SKU Number	Number of Users
CA National Government Package	1537088	7
Lexis+™ Practical Guidance - State & Local Government	1534660	7
Lexis+™ AI Access - Ask & Summarize	1547529	7
Lexis+™ AI Access - Drafting	1547532	7
All Matthew Bender Library	1011666	7
CA Legislative Bill History	1011199	7
CA CEB Analytical	1522340	7
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	7
CA Legal Forms: Transaction Guide	1010078	7
Law360 Complete	1547630	7

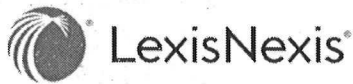
3.5. In exchange for access to the Lexis+ AI Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
5/3/2025 - 6/30/2025	\$0
7/1/2025 - 6/30/2026	\$2,100
7/1/2026 - 6/30/2027	\$2,205
7/1/2027 - 6/30/2028	\$2,316
see Option Year Addendum	

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

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



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3.8. LN may temporarily suspend access to Lexis+ AI 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 March 31, 2025.

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+ AI 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+ AI 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.

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LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION-AAR)

AGREED TO AND ACCEPTED BY:

Subscriber: Nevada County Counsel
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION-AAR)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Nevada County Counsel	
Billing Frequency:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Physical Address		Invoice Address
Street Address:	950 Maidu Ave	950 Maidu Ave
City:	Nevada City	Nevada City
State:	CA	CA
Zip:	95959	95959
County:	Nevada County	Nevada County
Telephone:	530 365 1319	530 365 1319
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:

	Name	Telephone	Email
Installation:	Trina Woodward	530-265-1319	trina.woodward-cc@nevadacountyca.gov
Billing:	Trina Woodward	530-265-1319	trina.woodward-cc@nevadacountyca.gov
Policy/Legal Notification:	Trina Woodward	530-265-1319	trina.woodward-cc@nevadacountyca.gov
Scheduling/Training:	Trina Woodward	530-265-1319	trina.woodward-cc@nevadacountyca.gov



LEXIS+®/LEXIS+ AI™ SUBSCRIPTION
AGREEMENT FOR STATE/LOCAL
GOVERNMENT
(NEW SUBSCRIBER VERSION-AAR)

	Name	Telephone
Super Admin:	Trina Woodward	530-265-1505
	Email	IP Address
	trina.woodward-cc@nevadacountyca.gov	

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

"Subscriber": Nevada County Counsel	"LN": LexisNexis, a division of RELX Inc.
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This Lexis Create Addendum (the **"Addendum"**) between LN and Subscriber is intended to revise the LN subscription agreement (the **"Agreement"**) previously or simultaneously executed between the parties by adding to the Agreement the terms and conditions listed below. It is expressly understood by Subscriber that Lexis Create cannot be accessed unless the Subscriber has an existing subscription to Lexis®, Lexis+® or Lexis+ AI™. This Addendum therefore serves to supplement and is hereby appended to the Agreement to provide Lexis Create features and content.

LN and Subscriber agree to supplement the Agreement as follows:

1. TECHNICAL REQUIREMENTS

Lexis Create is proprietary software developed by LN to integrate LN content directly within the Microsoft Corporation software applications Microsoft® Word. In order to use Lexis Create, Subscriber must (a) have a paid-up license to the requisite Microsoft® Office software; and (b) meet the technical requirements specified on the Lexis Create download site (<https://appsource.microsoft.com/en-gb/product/office/WA200004714>) or the proper operation of the Software (collectively, the "System Requirements").

2. LICENSE

LN grants Subscriber a personal, limited, non-exclusive, non-transferable, right to access and use the Lexis Create. LN retains all right, title, and interest in and to Lexis Create, and any intellectual property embodied therein. All access to and use of LN content via Lexis Create shall be subject to the terms set forth in the Subscription Agreement.

3. INSTALLATION

In order to access Lexis Create, Lexis Create must be installed on Subscriber's system. LN does not perform any installation services and LN's proprietary technology which allows enrichment of Subscriber's content is not installed behind Subscriber's firewall. Subscriber will not receive any transfer of tangible personal property. All installations will be implemented through electronic retrieval by Subscriber of the software that is hosted on the Microsoft AppSource website. Subscriber will download the software at an individual desktop level by individual users or on a network level by an IT administrator. There are no installation charges and no separate integration services agreement.

4. FUNCTIONS

Subscriber acknowledges and agrees that, for certain functions, the Microsoft® Word documents ("Subscriber's Work") that it selects to be analyzed by Lexis Create will momentarily leave its environment and will be sent to LN to be marked/tagged/indexed. LN represents and warrants that all such processing of Subscriber's Work will happen machine-to-machine, without human intervention. LN does not automatically save, or store Subscriber's Work unless an Authorized User utilizes Snippets.

5. SNIPPETS

Lexis Create contains a feature that allows Authorized Users to save Materials made available by LN and user generated content ("Snippets") that are associated solely with their respective LN IDs. Snippets shall be considered Folders, as defined in the LN General Terms and Conditions ("General Terms") and subject to the General Terms.

6. MISCELLANEOUS

Except as expressly revised in this Addendum, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, this Addendum will control.

LN's acceptance of this Addendum may be evidence by LN's fulfillment of this Addendum and the Agreement to which this Addendum supplements.

AGREED TO AND ACCEPTED BY:

Subscriber:	Nevada County Counsel
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Name:	
Job Title:	
Date:	

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and Nevada County Counsel, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber 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. **Renewal Option.** Subscriber is granted an option (the "Renewal Option"), exercisable by written notice served upon LN no later than 60 days before the end of the then-current Term, to renew Agreement for two (2) additional one-year term(s) (the "Renewal Term") for the same Products and Services with the same content and features as are included in the Agreement. If Subscriber exercises the Renewal Option, the fees for the Renewal Term shall be as set forth in the table below. The then-current Term and any Renewal Term shall be the "Term".

RENEWAL TERM		MONTHLY COMMITMENT
7/1/2028	6/30/2029	\$2,432.00
7/1/2029	6/30/2030	\$2,554.00
		\$
		\$

3. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.
4. **Miscellaneous.**
 - 4.1 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.
 - 4.2 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.
 - 4.3 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 Subscriber 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.

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and followed directly by the signature page.]*



AGREEMENT ADDENDUM
(STATE & LOCAL GOVERNMENT)

AGREED TO AND ACCEPTED BY:

Subscriber: Nevada County Counsel
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature:
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:
Name: _____
Job Title: _____
Date: _____