

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

November 18, 2025

FROM

TRACY REECE, Chief Probation Officer, Probation Department

SUBJECT

Non-Financial Software End User License Agreement with RELX (UK) Limited, Trading as LexisNexis, for Add-On to Software Subscription

RECOMMENDATION(S)

Approve non-financial software End User License **Agreement No. 25-928** with RELX (UK) Limited, trading as LexisNexis, including non-standard terms, for use of the Lexis Create software feature, for the period of September 1, 2025 through August 31, 2030.

(Presenter: Tracy Reece, Chief Probation Officer, 387-5692)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). The software End User License Agreement (EULA) with RELX (UK) Limited, trading as LexisNexis (LexisNexis UK), is non-financial in nature and does not commit the County to making any purchases. If future purchases are made under the EULA, Probation Department (Department) will adhere to County purchasing policies and return to the Board of Supervisors (Board) for approval, if necessary.

BACKGROUND INFORMATION

On July 30, 2025, in accordance with County Policies 11-05 and 11-05 SP1, the Department executed Contract No. 4400029060 (Contract) with LexisNexis, a division of RELX Inc. (LexisNexis), in the amount of \$39,876, for the contract term of September 1, 2025 through August 31, 2030, including non-standard terms, for a five-year subscription agreement. The Contract is for LexisNexis' proprietary program designed to provide research capabilities for the Department to conduct legal research and evaluate case law. It includes non-transferable licenses to access and use the California National Government Package, Criminal Law Library, and the materials available therein, used by the Department as a tool to ensure the Department's policies and procedures align with regulations and best practices to reduce liability.

LexisNexis inadvertently omitted the EULA associated with Lexis Create, a Microsoft plugin, to operate the subscription's Artificial Intelligence features. Upon the County's use of Lexis Create, it will be required to comply with the terms and conditions in the EULA with LexisNexis UK, that includes terms that differ from the standard County contract.

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The non-standard terms in the EULA include:

1. The EULA does not require LexisNexis to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.
2. The EULA does not require LexisNexis to meet the County's insurance standards as required by County Policies 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.
3. Venue for disputes arising under the EULA is in the courts of England and Wales.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.
4. Governing law under the EULA is English law.
 - The County standard contract requires California governing law.
 - Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.
5. LexisNexis UK's maximum liability to the County is limited to supplying the software again or paying for the re-supply and in no event will liability for any loss or damage exceed price of the software paid in the preceding 12 months.
 - The County standard contract does not include a limitation of liability.

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- Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.
6. The County cannot disclose to any third-party details of the EULA without the prior written consent of LexisNexis UK.
- The County standard contract does not require written consent.
 - Potential Impact: LexisNexis UK is headquartered in London, England, and the terms and conditions of the EULA are governed by English law. County Counsel is unable to approve the EULA as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable agreement under English Law.

Per Policy 11-05, contracts with certain non-standard terms, including those with foreign governing law, must be approved by the Board. Because County Counsel is not able to advise on English law, there is no specific analysis of possible legal impacts from any EULA provisions, including those that appear to be inconsistent with County Policy 11-05. If the Board approves the EULA, it will be subject to the jurisdiction of the applicable courts as determined under English law to resolve any legal matter arising under the EULA.

The Department recommends approval of the EULA, including the non-standard terms, to ensure that the Department has continued and enhanced access to software that helps the Department ensure its policies and procedures align with regulations and best practices to reduce liability.

LexisNexis provides proprietary software for legal research and case law evaluations that specifically provide in-depth legal content and analysis needed for research and case law evaluations that meet Department needs.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Maria Insixiengmay, Deputy County Counsel, 387-5455) on November 13, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2065) on October 22, 2025; Risk Management (Stephanie Pacheco, Staff Analyst, 386-9039) on October 28, 2025; and County Finance and Administration (Iliana, Rodriguez, Administrative Analyst, 387-4205) on October 29, 2025.

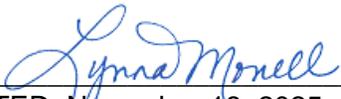
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November 18, 2025**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Curt Hagman Seconded: Joe Baca, Jr.
Ayes: Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.
Absent: Col. Paul Cook (Ret.)

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: November 18, 2025



cc: Probation - Martin w/agree
 Contractor - c/o Probation w/agree
 File - w/agree
CCM 11/26/2025