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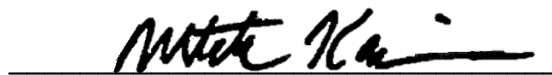
**TRANSMITTAL**

TO The City Council	DATE 06/24/2026	COUNCIL FILE NO.  15-1140
FROM The Mayor		COUNCIL DISTRICT --

**Proposed Professional Services Agreement with LexisNexis Coplogic Solutions, Inc. to provide Ongoing Maintenance for Community Online Reporting Services (CORS) and Report Distribution Services (RDS) to the Los Angeles Police Department**

**The Council has 60 days from the date of receipt to act, otherwise, the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).**

Transmitted for further processing. See City Administrative Officer report attached.



MAYOR

(Mitch Kamin for)

MWS:EFR:LMP:04260168

**Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)


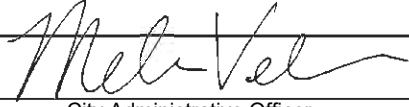
To: The Mayor	Date: 6/17/26	C.D. No. --	CAO File No.: 0150-13206-0000				
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: James Acheron (213) 486-0112					
Reference: Transmittal from the Board of Police Commissioners to the Office of the Mayor dated February 6, 2026; referred for report on February 9, 2026							
Purpose of Contract: To continue providing Community Online Reporting Services (CORS) and Report Distribution Services (RDS) to the LAPD							
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: To commence on the date of contract execution through December 31, 2030					
Contract Amount: \$497,681.70							
Proposed amount \$ 497,681.70 + Prior award(s) \$ 0 = \$497,681.70							
Source of funds: General Fund: LAPD Contractual Services Account No. 003040							
Name of Contractor: LexisNexis Coplogic Solutions, Inc. (formerly LexisNexis Claims Solutions, Inc.)							
Address: 1000 Alderman Drive, Alpharetta, Georgia 30005							
	Yes	No	N/A	The Contractor has complied with:	Yes	No	N/A
1. The Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 4.4 %				14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the Council, authorize the Chief of Police, or designee, to execute a Professional Services Agreement between the City of Los Angeles, acting by and through the Los Angeles Police Department (LAPD), and LexisNexis Coplogic Solutions, Inc. (formerly LexisNexis Claims Solutions, Inc) to continue providing Community Online Reporting Service (CORS) and Report Distribution Service (RDS) to the LAPD, for a total amount not to exceed \$497,381.70, for a term that will take effect upon contract execution and run through December 31, 2030, subject to the approval of the City Attorney as to form.

**SUMMARY**

At its meeting on January 27, 2026, the Board of Police Commissioners (Board) approved an LAPD report recommending execution of a Professional Services Agreement with LexisNexis Coplogic Solutions, Inc., on behalf of itself and its affiliates (Contractor) to continue providing Community Online Reporting Service (CORS) and Report Distribution Service (RDS) solution which will facilitate more efficient reporting of incidents by the public. The proposed agreement commences from the date of contract execution through December 31, 2030, with a total compensation not to exceed \$497,681.70 over the full contract term.

			
LMP	Analyst	04260168	City Administrative Officer

## **BACKGROUND**

The LAPD launched the Community Online Reporting Services (CORS) and Report Distribution Service (RDS) applications in 2016. CORS is a secure online portal that allows the public to file certain minor police reports without visiting a station or waiting for an officer. Ten report types are currently available: Identity Theft, Lost Property, Vandalism, Harassing Phone Calls, Theft, Theft from Vehicle, Vehicle Collision, Hit and Run, Narcotics Activity, and Vice Tip Activity. Planned enhancements include adding Hate Incident Reports and City Property Theft reports, as well as integrating CORS with the Department's new Records Management System to streamline data entry. RDS is a public-facing tool that enables community members and insurance companies to purchase select police reports through a secure platform. The first reports offered via the RDS are traffic collision reports, which account for approximately 85 percent of the reports requested each year.

In accordance with Charter Section 1022, the Personnel Department determined that the City does not have sufficient staff or specialized expertise to provide these services in a timely manner, and it is therefore more feasible and in the best interest of the Department to secure these services through a contractual agreement.

On August 15, 2013, the City released a Request for Proposals (RFP) No. 12-567-002, to procure services for automating, maintaining, and distributing law enforcement incident reports. In response to the RFP, the Contractor submitted a proposal offering a comprehensive solution that would enable the public to securely report minor incidents online and purchase select police reports. The proposal identified Coplogic, Inc. as a subcontractor.

On August 11, 2014, LexisNexis Claims Solutions, Inc. acquired all membership interests in Coplogic, Inc. Following the acquisition, Coplogic, Inc. began providing the Community Online Reporting Services (CORS) as an affiliate of LexisNexis Claims Solutions, Inc.

On October 22, 2015, the City executed Contract No. C-126467 with LexisNexis Claims Solutions, Inc. for a five-year term ending October 21, 2020. A First Amendment, executed July 17, 2017, authorized additional implementation and enhancement services for CORS. Although the contract has since expired, the City continues to require uninterrupted public access to CORS and RDS. The proposed new agreement will provide for continued setup, access, maintenance, and support of these services, as detailed in Attachments B through E – Statements of Work, and will formally assign the contract from LexisNexis Claims Solutions, Inc. to LexisNexis Coplogic Solutions, Inc., consistent with Section 15 (Successors and Assigns) of the original contract.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required since the proposed contract term exceeds three years. The City Attorney has approved the proposed agreement as to form.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendation stated in this report will authorize the Los Angeles Police Department to enter into an agreement with LexisNexis Coplogic Solutions, Inc. to continue providing Community Online Reporting Services (CORS) and Report Distribution Services (RDS) to the LAPD. The term of the agreement commences upon the date of contract execution and continues through December 31, 2030, with total compensation not to exceed \$497,681.70 over the full contract term. Funding for Fiscal

Year 2026-27 is provided in the Department's Contractual Services Account. Funding for future years will be subject to appropriation through the annual budget process. There is no additional impact to the General Fund.

## **FINANCIAL POLICIES STATEMENT**

The recommendation stated in this report complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

*MWS:EFR:LMP:04260168*

Attachment

# LOS ANGELES POLICE COMMISSION

**BOARD OF  
POLICE COMMISSIONERS**

TERESA SANCHEZ-GORDON  
PRESIDENT

VACANT  
VICE PRESIDENT

FABIAN GARCIA  
RASHA GERGES SHIELDS  
JEFF E. SKOBIN  
DR. DANIEL K. TABOR

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT II



**KAREN BASS**  
MAYOR

DJANGO SIBLEY  
EXECUTIVE DIRECTOR

MATTHEW J. BARRAGAN  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

February 6, 2026

BPC #26-008

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

Dear Honorable Mayor Bass:

RE: REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND LEXISNEXIS COPLOGIC  
SOLUTIONS, INC. FOR COMMUNITY ONLINE REPORTING SERVICES

At the regular meeting of the Board of Police Commissioners held on Tuesday, January 27, 2026, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ  
Commission Executive Assistant

Attachment

c: Chief of Police

DS 12/26  
26-008

**INTRADEPARTMENTAL CORRESPONDENCE**

December 8, 2025

1.17

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** REQUEST FOR APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LEXISNEXIS COPLOGIC SOLUTIONS, INC. FOR COMMUNITY ONLINE REPORTING SERVICES

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached professional service agreement for community online reporting services between the City of Los Angeles (City) and LexisNexis Coplogic Solutions, Inc. (Contractor).
2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

**DISCUSSION**

The Department implemented the Community Online Reporting Services (CORS) application in 2016. The CORS was designed to provide community members with a convenient way to file certain minor police reports quickly and easily online, without needing to visit a local station or wait for an officer to respond. Currently, ten types of reports can be submitted through CORS: Identity Theft, Lost Property, Vandalism, Harassing Phone Calls, Theft, Theft from Vehicle, Vehicle Collision, Hit and Run, Narcotics Activity, and Vice Tip Activity. Planned enhancements to CORS include expanding the self-reporting options to add Hate Incident reports and City Property Theft reports, as well as integrating the data-entry process with the Department's new Records Management System.

The term of this Agreement is five years, with a total contractual obligation of \$497,681.70. Deputy City Attorney Sam Patty of the Office of the City Attorney has approved the Agreement as to form.

The Honorable Board of Police Commissioners

Page 2

1.17

Should you have any questions concerning this Agreement, please contact Commander Randy Goddard, Acting Commanding Officer, Information Technology Bureau, at (213) 486-0370.

Respectfully,



JIM McDONNELL  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *January 27, 2028*  
Secretary *Febear Munt*

Attachment

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACTOR: LEXISNEXIS COPLOGIC SOLUTIONS INC.  
(formerly LEXISNEXIS CLAIMS SOLUTIONS INC.)**

**REGARDING: COMMUNITY ONLINE REPORTING SERVICE (CORS) a.k.a.  
LexisNexis Desk Officer Reporting System (DORS)), CORS CRASH a.k.a. DORS  
Crash-, REPORT DISTRIBUTION SERVICE (RDS) a.k.a. LexisNexis BuyCrash  
(LNBC), AND REQUEST A REPORT**

**Agreement Number: C-**



**AGREEMENT NUMBER \_\_\_\_\_**  
**BETWEEN THE CITY OF LOS ANGELES**  
**AND**  
**LEXISNEXIS COPLOGIC SOLUTIONS INC.**  
**(formerly LEXISNEXIS CLAIMS SOLUTIONS INC.)**  
**FOR**  
**COMMUNITY ONLINE REPORTING SERVICE (CORS), CORS - RMS INTEGRATION,**  
**REPORT DISTRIBUTION SERVICE (RDS) AND REQUEST A REPORT**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and LexisNexis Coplogic Solutions Inc. (formerly LexisNexis Claims Solutions Inc.), on behalf of itself and its affiliates, a Delaware corporation (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, the City identified the need for two related web-based systems that would allow the public to submit selected Incident Reports ("Incident Reports") and allow the community to request copies of select Police Reports through a secure application (Request a Report); and

**WHEREAS**, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure these services by contract; and

**WHEREAS**, on August 15, 2013, the City released a Request for Proposals, RFP No. 12-567-002, (hereinafter referred to as "RFP") to secure these services; and

**WHEREAS**, the Contractor, as part of its business, has developed and makes available to law enforcement entities, a comprehensive solution to automate, maintain electronically, and disseminate law enforcement Incident Reports and provides community members a secure, effective method of reporting minor incidents, such as traffic collisions, vandalism and lost property over the Internet; and

**WHEREAS**, the Contractor submitted a proposal in response to said RFP and was subsequently selected by the City to provide a Community Online Reporting Service ("CORS") and a Report Distribution Service ("RDS"); and

**WHEREAS**, the Contractor listed Coplogic Inc. as a subcontractor in its response to said RFP to provide CORS; and

**WHEREAS**, on October 22, 2015, the Parties entered into Contract No. C-126467 (“Original Agreement”) for five years, which commenced on October 22, 2015 and ended on October 21, 2020; and

**WHEREAS**, on July 17, 2017, the Parties entered into a First Amendment to City Contract No. C-126467 (“First Amendment”), which provided for additional implementation services performed by the Contractor for enhancements to the CORS system; and

**WHEREAS**, the Original Agreement expired and the City has a continuing need for the Contractor to provide uninterrupted services to the public and maintain the CORS and RDS systems; and

**WHEREAS**, the Original Agreement was entered into by LexisNexis Claims Solutions Inc., and the Parties shall agree to the assignment of this Agreement to LexisNexis Coplogic Solutions Inc. in accordance with Section 15, Successors and Assigns, of the Original Agreement; and

**WHEREAS**, the services required are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City’s interests, and the LAPD has provided adequate sole source justification; and

**WHEREAS**, the Parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided; and

**NOW, THEREFORE**, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the Parties do agree as follows:

**SECTION 1.0  
PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**1.1 Parties to Agreement**

The Parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.

- B. Contractor – LexisNexis Coplogic Solutions Inc. a Delaware corporation, having its principal office at 1000 Alderman Drive, Alpharetta, Georgia, 30005.

## 1.2 Representatives of the Parties

- A. The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1) The City's representative is, unless otherwise stated in the Agreement:

Chief of Police  
Los Angeles Police Department  
100 West First Street, Tenth Floor  
Los Angeles, California 90012

With copies to:

Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West First Street, Suite 842  
Los Angeles, California 90012  
and  
ITB Contracts@lapd.online

- 2) The Contractor's representative is, unless otherwise stated in the Agreement:

ATTENTION: General Counsel  
LexisNexis Coplogic Solutions Inc.  
1000 Alderman Drive  
Alpharetta, Georgia 30005  
(678) 694-6000  
legal@lexisnexisrisk.com

- B. Formal notices, demands and communications to be given hereunder by either Party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated on the fifth day after mailing if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed or by email transmission and will be deemed to have

been received when the party to which the email message is addressed acknowledges receipt.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

**Section 2.0  
DEFINITIONS**

Authorized Requestors	Authorized Requestors are legally authorized individuals and legal entities who have a legal right to access the reports.
City Requestors	Other authorized law enforcement entities.
CORS Incident Report(s)	<p><b>Community Online Reporting System (CORS)</b> is an online portal where the public can file non-emergency incident reports ("Incident Reports"). The agency determines the types of reports that can be filed within the system. Parties that file these Incident Reports can receive a copy of their filed report. The party that filed the report is the only person who can obtain a copy of their report in the system, besides the agency or an Authorized Requestor. Authorized Requestors, including insurance companies and attorneys who represent the involved parties, have a legal right to the report and may purchase these reports.</p> <p>Incident Reports taken in CORS are written by members of the public and submitted to the LAPD for review. These Incident Reports are currently accepted in several languages and consist of six types of crime reports: Harassing/Annoying Phone Calls, Hit and Run, Identity Theft, Theft, Theft from Vehicle, and Vandalism. Additionally, Incident Reports include four non-crime reports: Hate Incident, Lost Property, Narcotics Tip Activity Report, Vehicle Collision, and Vice Tip Activity Report.</p> <p>The resale of CORS reports are primarily for Authorized Requestors who may need a report to satisfy an insurance claim, including but not limited to various categories of thefts, vandalism, and traffic incidents. If other CORS reports (e.g., hate incidents) are required, a request would be made via Request a Report (RAR), where LAPD can respond to the request in their discretion.</p> <p>For more details of CORS refer to Attachment B, Statement of Work (SOW) and Fee Schedule for CORS.</p>

Police Report(s)	A report taken by the Los Angeles Police Department Officers relating to a non-CORS eligible report.
Report Distribution Service (RDS)	<p><b>Report Distribution Service (RDS)</b> is a public-facing collision report fulfillment tool that allows authorized requestors to obtain copies of collision reports and pay any associated fees. These reports are subject to resale and are only sold to Authorized Requestors in accordance with the Driver's Privacy Protection Act (DPPA).</p> <p>RDS also includes access to <b>Command Center</b> tools for agency personnel. Command Center is a secure site that allows credentialed agency personnel controlled access to approve reports and utilize tools such as:</p> <ul style="list-style-type: none"> <li>• <b>Crash Mapper:</b> A map that shows where crashes are occurring.</li> <li>• <b>Investigative Insights:</b> An investigatory resource.</li> <li>• <b>Analytics:</b> Various analytical tools.</li> </ul> <p>Command Center is not a public-facing tool. LAPD determines which personnel can access Command Center and what their user permissions are.</p> <p>For more detailed information on RDS, refer to Attachment D, Statement of Work and Fee Schedule for Report Distribution Services.</p>
Report(s)	Refers to both Police Reports and Incident Reports
Request a Report	<p>RAR is a request fulfillment tool that enables LAPD staff to securely fulfill various requests. The appropriate fees associated with these requests will also be collected through RAR. Agencies have the flexibility to charge their standard fees for these requests, which can range from no cost to varying prices based on the type of request, such as Incident Reports, Police Reports, or body-worn camera footage. The fees and redaction levels are determined by LAPD.</p> <p><b>RAR</b> will assess a fee (including an option to charge \$0) on behalf of LAPD for each report purchased. This fee will be collected by the Contractor and remitted to LAPD at regular intervals.</p> <p>This service is not subject to resale.</p>

	<p>For more detailed information on this service refer to Attachment C, Statement of Work and Fee Schedule for Request a Report.</p>
CORS Crash	<p><b>CORS Crash</b> is an online portal where the public can file non-emergency collision reports (“Crash Reports”). The agency determines the types of crash reports that can be filed within the system. Parties that file these Crash Reports can receive a copy of their filed report. The party that filed the report is the only person who can obtain a copy of their report in the system, besides the agency or an Authorized Requestor. Authorized Requestors, including insurance companies and attorneys who represent the involved parties, have a legal right to the report and may purchase these reports.</p> <p>Crash Reports taken in CORS are written by members of the public and submitted to the LAPD for review. These Crash Reports are currently accepted in several languages. The resale of CORS Crash reports are primarily for Authorized Requestors who may need a report to satisfy an insurance claim, including various traffic crash types.</p> <p>For more details refer to Attachment E, Statement of Work for CORS Crash Reports.</p>

The City identified the need for two related web-based systems that would allow the public to submit selected Incident Reports and allow the community to request copies of select Police Reports through a secure application.

**SECTION 3.0  
TERM OF THE AGREEMENT**

This Agreement commences and is effective as of the date by which the authorized signatories of each of the parties to the Agreement have signed the Agreement and the City Attorney has signed the Agreement as to form (“Effective Date”). This Agreement will terminate on December 31, 2030, unless otherwise terminated pursuant to Section 12.3 below.

## **SECTION 4.0 PERSONNEL**

### **4.1 Project Manager**

The Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

## **SECTION 5.0 STATEMENT OF WORK**

### **5.1 Statement of Work to be Performed**

The Community Online Reporting Service (CORS) will provide improved and free service to the public by offering a secure, effective method of reporting incidents using the Internet. Incidents that do not require a response from an officer, such as Incident Reports for lost property, will be filed online via the CORS. The details of this portion of the agreement are more fully set forth in Attachment B, Statement of Work (SOW) and Fee Schedule for CORS. This document is hereby incorporated by reference as though full set forth here.

The Report Distribution Service (RDS), at no-cost to the Department, will provide to the public and insurance companies the ability to purchase select Incident Reports through a secure application. The first Incident Reports offered via the RDS are Incident Reports that document traffic collisions, which account for approximately 85 percent of the Incident Reports requested each year. The details of this portion of the agreement are more fully set forth in Attachment D, Statement of Work and Fee Schedule for Report Distribution Services. This document is hereby incorporated by reference as though fully set forth here.

By implementing the CORS and RDS together, compensation for annual maintenance and support for CORS is described in Section 7.1, Compensation. Maintenance and support for RDS will be provided at no-cost to the City, as those costs will be covered by the convenience fee collected by Contractor described herein in Section 7.2, Payment Terms and Fees, for Incident Reports for RDS and Request a Report. Maintenance and support will include 24/7 customer support, 99.5% uptime (subject to the exclusions below), an unlimited number of users and Reports, and five years of data storage.

The Request a Report will provide a fee to the City for each Report purchased. The fee will be collected by the Contractor and will be remitted to the City at regular intervals. The details of this portion of the agreement are more fully set

forth in Attachment C, Statement of Work and Fee Schedule for Request a Report.

The enhancements will provide an upgrade to the CORS whereby the CORS is interfaced with the LAPD RMS. See Attachment E, Statement of Work for CORS Crash Reports.

- A. During the term of this Agreement, the Contractor shall provide the Services as described in Attachments B-E, complete the tasks, and provide the deliverables identified herein and in Attachments B-E, Statement of Work ("SOW").
- B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 7, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.
- D. The Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If the City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects the Contractor's performance hereunder, adjustments will be determined by mutual agreement of the Parties and may be accomplished in accordance with Section 11, Amendments, of this Agreement. The Contractor shall notify the City promptly if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.
- E. Exclusions. The Uptime percentage above does not apply to any unavailability, suspension or termination of the services, or any other performance issues:
  - during scheduled downtime;
  - during emergency maintenance due to regulatory or legal requirements, security vulnerabilities, or third parties outside of Contractor's control;
  - that result from any actions or inactions of the LAPD;
  - that result from LAPD equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within Contractor's direct control);

- attributed to third parties outside of Contractor's control (including, external data providers, Internet Service Providers and other vendors);
- attributed to "Force Majeure" or other events outside of Contractor's direct control.

## 5.2 Time of Performance

- A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

Support personnel shall be available via phone and email:

- Customer Support Phone: 1-888-949-3835
- Customer Support Email: [coplogic.support@lexisnexisrisk.com](mailto:coplogic.support@lexisnexisrisk.com)

- B. Emergency Support – Contractor will also provide limited after-hours support including the ability to leave a message and receive a call back the following Business Day or sooner, if critical.

After Hours Emergency Support Phone: 1-888-949-3835

## 5.3 Product Enhancements

Should City request enhancements to Services outside of the standard Service Features set forth in Attachment B, Statement of Work (SOW) and Fee Schedule for CORS, Contractor will provide City with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where City executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement. Contractor will charge City an hourly rate of \$250.00 for approved Enhancements. This fee will be invoiced by Contractor upon implementation of Enhancement(s).

## 5.4 Contribution/Distribution

City acknowledges and agrees that Contractor has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("Participating Agencies") accessing certain of the Services. City further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

For Services that contemplate the sale of Incident Reports, as more specifically described in an Agreement, Contractor shall distribute Incident Reports and/or specific data extracted from the Incident Report to legally authorized individuals or legal entities (“Authorized Requestors”) and other authorized law enforcement entities (“City Requestors”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over City or Contractor. Nothing in this Agreement shall prohibit Contractor’s Affiliates (defined in Section 12.23, Affiliates, below) from purchasing Reports from the ecommerce portal set forth in the Agreement, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or City Requestors in accordance with the terms of the Agreement and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over City or Contractor. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in this Agreement.

## **SECTION 6.0 ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY**

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

## **SECTION 7.0 COMPENSATION AND METHOD OF PAYMENT**

### **7.1 Compensation**

- A. The City will pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Four Hundred Ninety-Seven Thousand Six Hundred Eighty One Dollars and Seventy Cents (\$497,681.70), (“Total Compensation”) for the term of this Agreement in accordance with this Section 7.0 and Attachment B, Statement of Work (SOW) and Fee Schedule for CORS.
- B. Contractor shall invoice City, and City shall pay Contractor in accordance with Attachment B, Statement of Work (SOW) and Fee Schedule for CORS.
- C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

- D. Fees due to Contractor. Any fees due to Contractor for Services hereunder shall be specified in an Attachment B. Where Fees are specified, Contractor will issue an invoice to City pursuant to Section 7.4 and the terms in the Agreement. Contractor may increase or decrease the Fee at a renewal term of this Agreement or in a subsequent Agreement entered into by both parties by providing City no less than sixty (60) days written notice prior to the effective date of such pricing change. Such increase or decrease in Fee must be evidenced by an Amendment to the Agreement. To the extent an interface or other technological development is required (outside of the Service Features defined in the Attachment(s) to enable a City-designated third party (i.e., RMS Vendor) to receive Reports from Contractor at City's request or to enable Contractor to intake City Data, such cost shall not be borne by Contractor.
- E. Disputes. In the event City has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), City shall notify Contractor in writing and follow the procedures set forth herein. In the event of a Dispute, City shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Contractor in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). City shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. Both parties shall undertake to reach an amicable settlement in cases of dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in

an agreed upon course of action to resolve the dispute or default. Contractor and City shall continue to perform any obligations under this Agreement during any dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

All Fees are calculated for payment made via ACH, Wire, or City check. City agrees that Fees exclude taxes (if applicable) or other costs incurred by City's RMS Vendor or other third parties engaged by the City. Contractor shall not be required to enter into a third party agreement to obtain payment for the Service provided to City.

## **7.2 Payment Terms and Fees**

- A. The City will not charge a fee for Incident Reports accessed through the RDS. In order to cover the cost of providing services of RDS, the Contractor may charge a convenience fee of no more than \$7.00 for community members and no more than \$10.00 for commercial entities for each Incident Report sold through the Contractor's Services.
- B. City will not charge any fees for Report Services, except for as provided for in Attachment C, Statement of Work and Fee Schedule for Request a Report. In order to cover the cost of providing Request a Report to City, the Contractor may charge a convenience fee of no more than \$10.00 to community members and no more than \$10.00 to commercial entities for each Incident Report sold through the Contractor's Services.

For the avoidance of doubt while as of the effective date City is not charging a fee for Incident Reports, should the City begin charging a fee no fee will be paid to the City with respect to the following:

- 1) When an Affiliate of Contractor has paid a fee to the City to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- 2) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Contractor by Contractor rather than the entirety of the Report being provided; or
- 3) When a Report is acquired by an Affiliate of Contractor from a source other than the eCommerce portal set forth on the applicable Order; or
- 4) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Contractor or its Affiliate to pay a fee to the City when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. City acknowledges that all Reports requested by City Requestors shall be provided free of charge.

**B. Monthly Payments and Reports**

If monthly payments are applicable, the Contractor will make available to the City a detailed report of fee activity for the preceding month showing the Contractor's calculation of the amount of the City's Total Net Proceeds for the month. The Contractor will make available to City the following reports, if collected:

- 1) The number of Reports sold by the Contractor, or Contractor's Affiliates, during the prior month.
- 2) The total amount of fees collected by the Contractor resulting from Report fees during the prior month.
- 3) The City's proceeds and the Contractor's proceeds during the prior month.
- 4) Cumulative year-to-date totals for the following: total fee proceeds collected by the Contractor; the City's proceeds; and, the Contractor's proceeds.
- 5) All required City reference numbers and identifying information to permit reconciliation, and any other information required.

The information outlined above can be accessed via the administrative web portal.

**7.3 Taxes**

To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

## 7.4 Method of Payment

- A. Invoices. The City shall pay the Contractor pursuant to the requirements of this Section 7.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under professional services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

### **Billing and Invoicing Requirements**

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- 1) Name and address of contractor
  - 2) Division and Department name and address where services were provided
  - 3) Date of invoice and period covered
  - 4) Contract number or authority (purchase order) number
  - 5) Taxes (indicate taxable and non-taxable items on invoice)
  - 6) Discount and terms (if applicable)
  - 7) Remittance Address (if different from company address)
- B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 7.2 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Information Technology Bureau, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor and the Parties shall work together in good faith to immediately rectify any deficiencies.
- C. Invoices and supporting documentation as indicated above shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

- D. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.
- E. Invoices must be sent to:  
  
Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West 1st Street, Eighth Floor  
Los Angeles, CA 90012

## **SECTION 8.0 REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY**

### **8.1 General**

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from the Contractor in this Agreement or otherwise available to the City under law.

### **8.2 Warranties of Function**

- A. The Contractor represents and warrants that for one year following the final acceptance of any deliverable provided by the Contractor, the deliverable will perform materially as described in the technical specifications set forth in this Agreement.
- B. The Contractor represents and warrants that no deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

### **8.3 Warranty of Originality**

The Contractor represents and warrants that any deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that the City consents to such incorporation in writing.

### **8.4 Warranty of Authority**

The Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

### **8.5 Deliverables**

The Contractor represents and warrants that any and all deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which the City advises the Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement.

### **8.6 Pass through Warranties**

Without limiting the City's rights with respect to the Contractor's warranties under this Agreement, if the Contractor provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, the Contractor shall: (i) provide the City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, the Contractor shall assign to the City or otherwise cause the manufacturer to grant to the City all warranties and indemnities provided by such manufacturer.

### **8.7 Limitation of Warranty**

For purposes of this section, "Contractor" includes contractor and its affiliates, subsidiaries, parent companies, and data providers. The services provided by contractor are provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance including without limitation any implied warranty of merchantability or fitness for a particular purpose, suitability, originality, or otherwise, of any services, systems, equipment, or materials provided hereunder.

## **8.8 Compliance with Law**

The Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

## **8.9 Software**

The Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

The Contractor represents and warrants to the City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

The Contractor represents and warrants to the City that: (a) the Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

## **8.10 System Security**

The Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that the City provides to any system developed or licensed hereunder or to any system for which a component or deliverable is developed or licensed hereunder.

## **8.11 Limitation of Liability**

To the extent permitted by applicable law, Contractor's entire liability for any claim(s) resulting from its acts or omissions, including, but not limited to, negligence claims under this Agreement, shall not exceed one million dollars (\$1,000,000.00) in the aggregate. For any claims, actions, damages, liabilities, or fines relating to or arising solely from a data breach caused by Contractor, the liability shall not exceed two million dollars (\$2,000,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities, or fines relating to or arising from Contractor's gross negligence or wilful

misconduct. In no event shall Contractor be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

**SECTION 9.0**  
**CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND**  
**BACKGROUND CHECKS**

**9.1 Confidentiality and Restrictions on Disclosure of City Confidential Information**

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "City Confidential Information"). The Contractor agrees not to provide City Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all City Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.
- B. The Contractor will make the City Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the City Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process City Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove City Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval

from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in City Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all City Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.
- G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to City Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

## **9.2 Confidentiality and Restrictions on Disclosure of Contractor Confidential Information**

- A. "Contractor Confidential Information" means all non-public information provided by the Contractor to the City hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable

law) and other information (whether written or oral). Contractor Confidential Information does not include reports and information related thereto. Contractor Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the City) generally known to the public; (b) lawfully disclosed to City by a third-party and received in good faith and without any duty of confidentiality by the City or the third-party; (c) in City's possession or known to it prior to receipt from Contractor; or (d) independently developed by City; provided in each case that such forgoing information was not delivered to or obtained by City as a result of any breach of this Agreement.

- B. Treatment of Confidential Information. The City agrees to protect the Contractor Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use Contractor Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. The City shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Contractor Confidential Information.
- C. Intellectual Property Ownership. Contractor retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Contractor Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Contractor retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and City shall use such information consistent with such right, title and interest and notify Contractor of any threatened or actual infringement thereof. City shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- D. Exception for Subpoenas and Court Orders. City may disclose Contractor Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the City ("FOIA"), or other governmental authority, provided that the City provides the Contractor prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the Contractor an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Contractor Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Contractor Confidential Information.

- E. Duration. Each Party's obligations with respect to any of the other Party's Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- F. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal, or other authority that has jurisdiction over City or Contractor.

### **9.3 Document Control Procedure**

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 9.0 are met. Each document will be controlled through the use of a Document Control Number.

### **9.4 Background Checks**

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City may request changes to Contractor personnel in response to background check information, and the Contractor will accommodate such request for personnel changes. Both Parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 9.0, as permitted by applicable law.

### **9.5 Provisions Apply to Subcontracts**

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 9.0.

### **9.6 Information Sharing**

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City of Los Angeles (LAPD) – LexisNexis Coplogic Solutions Inc.  
Community Online Reporting Service (CORS) & CORS Crash, Report Distribution Service (RDS) and Request a Report (RAR)

For the avoidance of any doubt, no CORS data collected by the Contractor for the LAPD pursuant to this Agreement shall be provided by the Contractor to any person or entity outside of the LAPD, except at the prior and express written direction of the Commanding Officer of Information Technology Bureau.

## **9.7 Survival of Provisions**

The provisions of this Section 9.0 will survive termination of this Agreement.

## **SECTION 10.0 DATA SECURITY**

### **10.1 Data Ownership**

As between the Parties, the City is the sole and exclusive owner of all data and information provided to the Contractor by or on behalf of the City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by the Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. The Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. The Contractor shall not possess or assert any lien or other right against, or to City Data. The City may make a single request for the export of City Data stored within the systems or held by the Contractor in any form or format at no charge to the City.

Subject to the restrictions articulated elsewhere in this Agreement, the City grants the Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for the City's benefit.

### **10.2 Data Protection**

- A. The Contractor shall use best efforts, but in no event less than information security industry standard protections, for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by the Contractor during the scope of conducting background investigations for the City.

- B. The Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, the Contractor shall safeguard City Data using measures no less stringent than the measures the Contractor applies to the Contractor's own personal data and non-public data of similar kind.
- C. Unless otherwise expressly agreed to by the City in writing, the Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.
- E. At any time during the term of this Agreement, at the City's written request, the Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to the City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to the City that such City Data has been returned to the City or disposed of securely. The Contractor shall comply with all reasonable directions provided by the City with respect to the return or disposal of City Data. Except as set forth in this provision, the Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]). After the Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]) ("Retention Period"), the Contractor shall securely dispose of all City Data, and certify in writing to the City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

### 10.3 Compliance with Privacy Laws

The Contractor shall ensure that the Contractor's performance of the Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, the City

and the Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and the Contractor shall complete and deliver any documents necessary to compliance.

#### **10.4 Provision of Data**

Upon termination of this Agreement for any cause or reason (including the City's breach), the Contractor shall provide the City with a copy of all City Data in the Contractor's possession in a mutually agreeable machine-readable format.

#### **10.5 Data, Development, and Access Point Location**

Storage of City Data shall be located in the continental United States of America. The Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at the Contractor's headquarters or data centers. Contractor may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Contractor and subject to all Contractor policies that govern data access, protection and transport in the United States. The Contractor shall at all times cause its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"), abide strictly by the Contractor's obligations under this Agreement and the industry standards for information security. The Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling the Contractor to perform its obligations under this Agreement.

#### **10.6 Data Breach**

The Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. The Contractor shall notify the City as soon as reasonably feasible, but in any event, within thirty six (36) hours, and endeavoring to notify within twenty-four (24) hours unless commercially impracticable to do so in writing or telephonically of the Contractor's discovery or reasonable confirmation of any unauthorized access of City Data (a "Data Breach"). The Contractor as soon as practicable, take all measures reasonably necessary to minimize any negative effects of a Data Breach and seek to prevent any recurrence thereof. The Contractor shall reasonably cooperate with the City and provide updates upon request, regarding such Data Breach the Contractor is responsible for all costs associated fulfilling its legal obligations, which may include where appropriate with a Data Breach the provision of identity theft protection and/or credit monitoring services to

individuals affected by the Security Incident. If determined by the Contractor to be required by law or directed by the City, the Contractor will be responsible for notifying individuals impacted by the Data Breach, and agreeing that such notification shall not identify the City. In the event the City incurs any costs related to the breach referenced above, the City will seek reimbursement from the Contractor.

- A. Data Breach Liability. If the City is subject to any claims relating to any Data Breach caused by Contractor, the Contractor shall indemnify and hold harmless the City and defend the City against any such third party claims, including reimbursement of costs incurred by the City relating to those claims. This obligation is in addition to any of the Contractor's other indemnification obligations in this Agreement.

## 10.7 Firewalls and Access Controls

- A. Access Precautions. The Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:
- 1) Prevent anyone other than the City, the Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
  - 2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
  - 3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.
- B. Security Best Practices. The Contractor shall implement the following security best practices with respect to any service provided:
- 1) Least Privilege: The Contractor shall authorize access only to the minimum amount of resources required for a function.
  - 2) Separation of Duties: The Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
  - 3) Role-Based Security: The Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

- C. Access Restrictions. The Contractor shall restrict the use of, and access to, administrative credentials for City accounts and the Contractor's systems to only those of the Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. The Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable the Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. The Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are comparable to U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. The Contractor will promptly implement any City request to revoke or modify user access upon receipt of the City's request. The Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

## **10.8 Vulnerability Management and Patching**

At least annually, the Contractor shall perform at the Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For the Contractor's internet perimeter network, and any of the Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by a duly qualified independent party using industry recommended network security tools to identify vulnerability information. Upon annual written request from the City, the Contractor shall provide an executive summary of the results of such tests and assessments.

## **10.9 Right of Audit by the City and Contractor**

Without limiting any other audit rights of the City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, the City may review the Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, the City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of certain records pertaining to the Contractor's data privacy and information security program. Such review shall be conducted at a reasonable mutually agreed upon time, so as not to disrupt the Contractor's business operations. The

City agrees that any information provided by the Contractor: 1) shall not be disclosed by The City to any third party without the Contractor's express written approval; 2) shall be afforded the same protections as the City affords its own confidential information; and 3) shall only be used for the City's internal governmental purposes. The City agrees to abide by the Contractor's applicable policies during any such review to the extent such policies are not in conflict with this Agreement or industry standards. Nothing contained herein shall be construed as requiring the Contractor to disclose information that is protected by the attorney-client privilege or otherwise confidential. In lieu of an on-site audit, at the City's discretion and upon request by the City, the Contractor agrees to promptly complete, and will endeavor to complete within fourteen (14) days of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

City understands and agrees that, in order to ensure City's compliance with the Agreement, as well as with applicable laws, regulations and rules, Contractor's obligations under its contracts with its data Contractors, and Contractor's internal policies, Contractor may conduct periodic reviews of City's use of the Services and may, upon reasonable notice, audit City's records, processes and procedures related to City's use, storage and disposal of the Services and information received therefrom. City agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Contractor will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and City's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies. Notwithstanding anything in this Agreement to the contrary, Contractor may not suspend or terminate City's use and access to Police Reports and Incident Reports as a result of any audit conducted under this Section 10.9.

#### **10.10 Written Information Security Policy**

The Contractor shall have and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. The Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. In accordance with clause 10.9 above, the Contractor shall make available for the City's review the Contractor's

Information Security Policy and any related SOC audits, information security certifications, or other evidence that the Contractor has in place appropriate policies and procedures regarding information protection and security.

### **10.11 Change in Service**

The Contractor shall notify the City of any changes, enhancement, and upgrades to the Contractor's systems, or changes in other related software services, as applicable, which materially degrades the security of the services.

### **10.12 Third Party Software**

In the event the Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to the City in connection with this Agreement for which the City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) the Contractor shall specifically identify in writing all Third-Party Software; (2) the Contractor shall provide written copies of all third-party license agreements applicable to the City; and (3) the Contractor warrants that (i) it has the right to license any Third-Party Software licensed to the City under this Agreement; (ii) to the best of the Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by the City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, the City shall have no obligation to pay any third party any fees, royalties, or other payments for the City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that the Contractor fails to identify in writing, and (iii) any third-party software embedded in the Licensed Software for which the City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed Software. To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at [www.opensource.org/licenses](http://www.opensource.org/licenses) or (ii) any agreement with terms requiring any intellectual property owned or licensed by the City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

### **10.13 Criminal Justice Information Systems**

The Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. The Contractor shall ensure that the Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

#### **10.14 Security Addendum**

The Contractor agrees to and shall comply with Attachment F, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

#### **10.15 Provisions Apply to Subcontracts**

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 10.0.

#### **10.16 Survival of Provisions**

The provisions of this Section 10.0 will survive termination of this Agreement.

#### **10.17 Security and Notification Requirements**

- A. Data Protection. City shall take appropriate measures to protect against the misuse and unauthorized access through or to City's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by City or any third party; or (iii) the Services and/or information derived therefrom. City shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. City shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to City by Contractor from time to time in writing.
- B. City's Information Security Program. City shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("City's Information Security Program").

City's Information Security Program shall: (1) account for known and reasonably anticipated threats and City shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. City will promptly remediate any deficiencies identified in City's Information Security Program. City shall not allow the transfer of any personally identifiable information received from Contractor across any national borders outside the United States without the prior written consent of Contractor.

- C. City Security Event. In the event City learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "City Security Event"), City shall:
1. Provide immediate written notice to:  
The Information Security and Compliance Organization  
1000 Alderman Drive, Alpharetta, Georgia 30005; or
  2. Email to: [security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com); or
  3. Contact by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
  4. Promptly investigate the situation; and
  5. Obtain written consent from Contractor, not to be unreasonably withheld, prior to disclosing Contractor or the Services to any third party in connection with the City Security Event; and
  6. If required by law, or in Contractor' discretion, City shall:
  7. Notify the individuals whose information was disclosed that a City Security Event has occurred; and
  8. To the extent City is determined to be liable by a court of competent jurisdiction, be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the City Security Event; and
  9. To the extent City is determined to be liable by a court of competent jurisdiction, be liable for all costs and claims that may arise from the City Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such City Security Event); and
  10. Provide all proposed third party notification materials to Contractor for review and approval prior to distribution.

In the event of a City Security Event, Contractor may, in its sole discretion, take immediate action, including suspension or termination of City's account, without further obligation or liability of any kind.

## **SECTION 11.0 AMENDMENTS**

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the Parties thereto.

## **SECTION 12.0 MISCELLANEOUS**

### **12.1 Standard Provisions for City Contracts**

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A and incorporated herein by reference, with the exception of the following provisions, the subject matter of which are otherwise addressed in this Agreement:

- A. PSC-8 (Suspension)
- B. PSC-9 (Termination)
- C. PSC-12 (Assignment and Delegation)
- D. PSC-13 (Permits)
- E. PSC-18 (Indemnification)
- F. PSC-19, Intellectual Property Indemnification
- G. PSC-20 (Intellectual Property Warranty)
- H. PSC-21 (Ownership and License)
- I. PSC-22 (Data Protection)
- J. PSC-24 (Best Terms)
- K. PSC-43 (Confidentiality)

### **12.2 PSC-8 Suspension**

In lieu of PSC-8 of Attachment A, the following shall be applicable to this Agreement:

At City's sole discretion, City may suspend any or all services provided under this Contract by providing Contractor with 30 (thirty) days prior written notice of suspension. Upon receipt of the notice of suspension, Contractor shall immediately cease the services suspended and shall not incur any additional

obligations, costs or expenses to City until City gives written notice to recommence the services.

### **12.3 PSC-9 Termination**

In lieu of PSC-9A, B.1, B.2, and B.5.a. of Attachment A, the following shall be applicable to this Agreement and paragraphs B. 6 and B.7 are deleted in its entirety:

City may terminate this Agreement, or any part thereof, for its convenience, upon giving the Contractor thirty (30) calendar days written notice prior to the effective date of such termination. Upon receipt of said notice, the Contractor shall promptly take action to refrain from incurring any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. City shall pay the Contractor up to the effective date of termination and shall pay the Contractor for the costs incurred by the Contractor to effect such termination.

City may terminate this Agreement or any Order for cause if Contractor breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from City, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed.

Contractor shall promptly notify City if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

Contractor may terminate this Agreement or any Order for cause if the City breaches a material obligation under the terms of this Agreement and fails to cure such breach within ninety (90) days of receiving written notice thereof from Contractor. Failure to pay by either Party shall be considered a material default. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

### **12.4 PSC-12 Assignment and Delegation**

In lieu of PSC-12 of Attachment A, the following shall be applicable to this Agreement:

Contractor may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns. Contractor shall provide written notice to City and shall ensure that no degradation of Service occurs during the terms of the Agreement as a result of any assignment or delegation that occurs.

## **12.5 PSC-13 Permits**

In lieu of PSC-13 of Attachment A, the following shall be applicable to this Agreement:

Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance of this Contract. Contractor shall promptly notify City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract.

## **12.6 PSC-18 Indemnification**

In lieu of PSC-18 of Attachment A, the following shall be applicable to this Agreement:

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third party lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, arising from death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other

rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

## **12.7 PSC-19 Intellectual Property Indemnification**

In lieu of PSC-19 of Attachment A, the following shall be applicable to this Agreement:

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third party lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual, direct or contributory, of any intellectual property rights, including, without limitation, U.S. patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of City's actual or intended use of any Work Product (as defined in PSC-21) furnished by Contractor, or its Subcontractors, under this Contract. The rights and remedies of City provided in this section shall not be exclusive.

## **12.8 PSC-20 Intellectual Property Warranty**

In lieu of PSC-20 of Attachment A, the following shall be applicable to this Agreement:

Contractor represents and warrants that City's use will not infringe on any U.S. issued patent, copyright, trade secret, trademark or other intellectual property when used in accordance with the terms of this Agreement.

## **12.9 PSC-21 Ownership and License**

In lieu of PSC-21 of Attachment A, the following shall be applicable to this Agreement:

City agrees that its access to and use of the Contractor's Services and materials contained therein does not give the City any intellectual property right, title or interest in the Contractor's Services and materials. Each Party shall retain all right, title, and interest with respect to all of such Party's intellectual property, regardless of whether such information or intellectual property is embodied in any materials or deliverables provided to the other Party in performance of this

Agreement. As applicable to performance under this Agreement, for all intellectual property provided by Contractor to City, Contractor shall provide such intellectual property with its customary commercial license, a copy of which is provided hereto.

#### **12.10 PSC-22 Data Protection**

In lieu of PSC-22 of Attachment A, the following shall be applicable to this Agreement:

Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, within thirty six (36) hours, and endeavoring to notify within twenty-four (24) hours unless commercially impracticable to do so of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation promptly. Contractor shall provide updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.

- B. If City is found to be liable by a court of competent jurisdiction for any such Data Breach or Security Incident, and such liability is not due to any fault or negligence of City and is due to the liability of the Contractor, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

#### **12.11 PSC-24 Best Terms**

In lieu of PSC 24 of Attachment A, the following shall be applicable to this Agreement:

Contractor agrees to offer discount terms to the City as offered to its best customers provided that all of the Terms and Conditions of another agreement are substantially similar to those terms and conditions requested by City.

Contractor does not represent nor does this Agreement require any process to track discounts offered to customers.

#### **12.12 PSC-43 Confidentiality**

In lieu of PSC-43 of Attachment A, the following shall be applicable to this Agreement:

All documents, information and materials provided to Contractor by City or developed by Contractor pursuant to this Contract (collectively "City Confidential Information") are confidential. Contractor shall not provide or disclose any City Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall promptly notify City of any attempt by a third party to obtain access to any City Confidential Information. This provision will survive expiration or termination of this Contract.

#### **12.13 Border Wall Disclosure**

The Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampLA.org](http://www.rampLA.org).

#### **12.14 Severability/Ambiguity**

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one Party by virtue of that Party being drafter of the Agreement. The Parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

#### **12.15 Use of Marks**

Except as expressly provided in this Agreement, the Contractor shall not use the City or the LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or the LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

#### **12.16 Media, Publicity, and Case Studies**

The Contractor shall refer all inquiries from the news media to the LAPD, shall promptly contact the LAPD to inform the City of the inquiry, and shall comply with the procedures of the LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or the Contractor's services under this Agreement. The Contractor shall not use the City as a reference or case study absent receipt of the City's prior written approval. The Contractor shall further provide the City with the opportunity to review and approve any such reference or case study prior to publication, which approval the City shall not unreasonably withhold.

#### **12.17 No Third-Party Beneficiaries**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, the Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

#### **12.18 Non-Exclusive Agreement**

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into one or more agreements with other contractors to provide similar services during the term of this Agreement.

#### **12.19 Not a Waiver**

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

#### **12.20 Audit Rights**

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2]). Contractor shall provide City, or City's duly authorized representatives, during regular business hours, at the sole expense of the City and no more than once per calendar year access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current,

or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor. Nothing contained herein shall be construed as requiring the Contractor to disclose information that is protected by the attorney-client privilege. In conducting any audit pursuant to this Section, City shall take steps to preserve the confidentiality, integrity, and availability of any materials to which City is provided access. City agrees to abide by all security policies and other applicable policies of Provider in conducting such audits to the extent such policies are not in conflict with this Agreement or industry standards.

#### **12.21 Payment Does Not Imply Acceptance of Work**

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

#### **12.22 Ratification**

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, including maintaining insurance as required under this Agreement for the periods of time during which Contractor provided these services, those services are hereby ratified.

#### **12.23 Affiliates**

For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership, or other entity that directly or indirectly controls, or is controlled by, or is under common control with Contractor. Nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale, subject to the requirements of Section 5.4 above.

## 12.24 Governing Law

This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such City, irrespective of conflicts of law principles.

## 12.25 License and Restrictions

- A. License Grant and License Restrictions. Upon execution of an applicable Attachment, Contractor hereby grants to City a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Attachment, and for no other purposes, subject to the restrictions and limitations set forth below:
- 1) City shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
  - 2) City shall not access or use Services from outside the United States without Contractor's prior written approval; and
  - 3) City shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
  - 4) City's use of the Services hereunder will not knowingly violate any agreements to which City is bound; and
  - 5) City shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms, or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
  - 6) City may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
  - 7) City shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include City's employees who have a need to know such information); and
  - 8) Except as specifically set forth in this Agreement, City shall not permit any third party (third parties shall not include City's employees who have a need to know such information) to view or use the

Services, even if such third party is under contract to provide services to City; and

- 9) City and Contractor shall comply with all laws, regulations, and rules which govern the use of the Services.

B. Other Restrictions. In addition Contractor may impose restrictions and/or prohibitions on the City's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Contractor policy, , a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over City or Contractor. Upon written notification by Contractor of such restrictions, City agrees to comply with such restrictions or, in the event that City is unable to comply, it shall notify Contractor in writing of its inability to comply within ten (10) days after receipt of Contractor's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement.

C. Violation of License Terms and / or Restrictions. City agrees that, if Contractor determines or reasonably suspects that: (i) City is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) City has experienced a Security Event (as herein defined), Contractor may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating City's account and the license to use the Services. City shall continue to have access to its Police Reports and Incident Reports

## 12.26 Relevant Laws

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Contractor certifies that it will not use any of the information it receives from City in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

Security. City agrees to protect against unauthorized access of the Services provided to City in accordance with this Agreement and as set forth in Section 9.17.

Driver's Privacy Protection Act. City acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("DPPA"), and that City is required to comply with the DPPA, as applicable. City acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Contractor.

Please check one below (required):

	1.	No permissible use.
x	2.	Use by a government City, but only in carrying out its functions.

Privacy Principles. City shall comply with the "Contractor Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time, to the extent such Contractor Data Privacy Principles are consistent with (i) applicable law; (ii) applicable City policy; and (iii) applicable LAPD policy. Contractor shall notify City in writing in the event that material changes are made to the Contractor Data Privacy Principles.

**SECTION 13.0  
ENTIRE AGREEMENT**

**13.1 Complete Agreement**

This Agreement contains the full and complete Agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement

**13.2 Counterparts/Electronic Signatures**

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by e-mail shall be deemed original signatures.

### **13.3 Number of Originals and Attachments**

This Agreement includes forty-four (44) pages and six (6) attachments. Attachments A-F listed below are incorporated herein by this reference:

- Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- Attachment B – Statement of Work (SOW) and Fee Schedule for CORS
- Attachment C – Statement of Work and Fee Schedule for Request a Report
- Attachment D – Statement of Work and Fee Schedule for Report Distribution Services
- Attachment E – Statement of Work for CORS Crash Reports
- Attachment F – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum

### **13.4 Order of Precedence**

In the event of any inconsistency between the terms, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and LexisNexis Coplogic Solutions, Inc.
- 2) Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
- 3) Attachment B – Statement of Work (SOW) and Fee Schedule for CORS
- 4) Attachment C – Statement of Work and Fee Schedule for Request a Report
- 5) Attachment D – Statement of Work and Fee Schedule for Report Distribution Services
- 6) Attachment E – Statement of Work for CORS Crash Reports
- 7) Attachment F – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum)

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

**[Signature Page Follows]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective representatives.


**THE CITY OF LOS ANGELES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
JIM McDONNELL  
Chief of Police

Date: \_\_\_\_\_

**LEXISNEXIS COPLOGIC SOLUTIONS INC.**

By:  \_\_\_\_\_  
WILLIAM S. MADISON  
Executive Vice President  
LexisNexis Coplogic Solutions Inc.



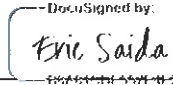
Date: 12/15/2025

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

(2<sup>nd</sup> Corporate Officer)

By: \_\_\_\_\_  
SAMUEL PETTY  
Deputy City Attorney

By:  \_\_\_\_\_  
ERIC SAIDA  
VP and Assistant Secretary  
LexisNexis Coplogic Solutions Inc.

Date: \_\_\_\_\_

Date: 12/15/2025

**ATTEST:**

PATRICE Y. LATTIMORE, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number: 0002840960-0001-2

Internal Revenue Service Taxpayer Identification Number: 81-1745068

City Contract Number: \_\_\_\_\_

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**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS  
(REVISED 10/21) [V.4]**

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**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

**STANDARD PROVISIONS FOR CITY CONTRACTS**  
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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination**

**A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City’s Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

Form Gen. 133 (Rev.10/17)

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

Form Gen. 133 (Rev. 10/17)

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: LexisNexus CORS-RDS

Date: 03/21/2023

Agreement/Reference: Community Online Reporting Services (CORS) and Report Distributions Services (RDS)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** City of Los Angeles must be named as an additional insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

**Professional Liability** (Errors and Omissions)

\$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

**Crime Insurance**

Other: Submitted to James Acheron @ LAPD, N5254@lapd.online, March 21, 2023

\*\*Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>

\*\*For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy

\*\*No imposed automobile insurance-- contractor must comply with California automobile liability laws.

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**ATTACHMENT B**

**STATEMENT OF WORK (SOW) AND FEE SCHEDULE FOR CORS**

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**Attachment B**  
**Statement of Work (SOW) and Fee Schedule for CORS**  
**LexisNexis® COMMUNITY ONLINE REPORTING SERVICE (CORS)**

1. **STATEMENT OF WORK.** Contractor agrees to provide the following Services to City subject to the provisions of this Attachment. Any change to the Services as set forth in this Attachment must be made by amendment to this Attachment or by Contractor's Change Control Process and signed by both Parties. Contractor will provide the following Services described below subject to City's technology capabilities, processes, and work-flow functionality:

1.1 Features and functionality that are not part of the CORS Features (Exhibit 1 Service Features) are considered Enhancements ("Enhancements"). If requested by the City, Contractor may agree to Enhancements to the City's specific and reasonable requirements. Any Enhancements by Contractor in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Attachment. Contractor shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Contractor's Change Control Process prior to any work being performed. Contractor's reasonable fee for Enhancement(s) is pursuant to Section 5.3 of this Agreement.

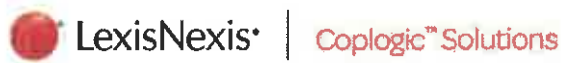
1.2 **Setup and Access.** Setup and access responsibilities are detailed in **Exhibit 2**

1.3 **Support and Maintenance.** Contractor will provide Support and Maintenance Services in accordance with the terms and conditions set forth in the Agreement.

**2. TRAINING**

**2.1 Train-the-Trainer Training Sessions.** At no additional cost to City, Contractor will provide City users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other City-requested topics. The 'train the trainer' approach aims to educate City users with skills that are needed to train other users. Contractor aims to train City users within 60 days of go-live. Contractor will offer City up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

**2.2. User Guides.** Contractor will provide City with user guides or training documentation appropriate for the Services.



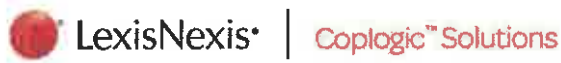
**3. Fees.**

3.1 City shall pay an **annual Fee for the Services** which includes Support and Maintenance Services in the amount as follows:

Year	Period	Amount
	10/23/2020-12/31/2020	\$16,602.74
1	1/1/21-12/31/21	\$50,000.00
2	1/1/22-12/31/22	\$50,000.00
3	1/1/23-12/31/23	\$45,000.00
4	1/1/24-12/31/24	\$45,000.00
5	1/1/25-12/31/25	\$45,000.00
6	1/1/26-12/31/26	\$46,350.00
7	1/1/27-12/31/27	\$47,741.00
8	1/1/28-12/31/28	\$49,172.72
9	1/1/29-12/31/29	\$50,647.90
10	1/1/30-12/31/30	\$52,167.33

The Annual Fee for the period of 10/23/2020-12/31/2020 and for Years 1-5 shall be invoiced on the Agreement Effective Date. The Annual Fee for any subsequent years including any renewal terms shall be invoiced by Contractor according to the Agreement, Section 7.1, and due on January 1<sup>st</sup> of each year.

**3.2 The City Fee for Reports is \$0.00 (Zero Dollars and 00/100);** however, per Section 7.2 of the Agreement a Convenience Fee will be charged.



**Exhibit 1: Service Features Community Online Reporting Service (CORS)**

CORS makes features available which are detailed below.

**1-A. ASSUMPTIONS**

CORS Service is subject to assumptions:

1. CORS Print is an out of the box solution which is independent of RMS and not NIBRS compliant in and of itself.
2. Approved Reports will be manually submitted to RMS by the City to complete NIBRS related information (this applies to CORS Print-only or non-interfaced CORS Print-only).
3. City will have 3 weeks to conduct review of the system and provide identified information for more City specific experience. Any changes thereafter will be processed as post go-live / support requests and/or Enhancements, as applicable.
4. City will post URL in a highly visible location on their home site.
5. Citizens will receive notice of how to receive a copy of their Report upon City approval.

**1-B. SERVICES**

CORS uses the J2EE standard. CORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. CORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by an appropriate City administrator. An email is generated to the user that the report has been submitted. The City administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the CORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The City administrator and user can download the approved report and/or print the approved report out. Contractor shall provide Report distribution services as set forth in in Section 4.4 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

**1-C. STANDARD CORS FEATURES AND FUNCTIONALITY**

Reference Number	Features and Functionality
<b>WORKFLOW AND GENERAL</b>	
1	Allows City to collect reports (for example, Custody Order Violations; Harassing Calls; Hit & Run Reports; Minor Vehicle Accidents; Identity Theft; Lost Property; Theft; Traffic Complaint; Vehicle Burge – Theft from Vehicle Vandalism; and Vehicle Tampering)
2	Address validation based on jurisdiction
3	Configurable Data/Report retention timeframes
4	Administration portal
5	Optional and required field configurability
6	Configurable report types
7	Ability to prime completed reports
8	In Application Automated Report Number generation (up to 3 formats)

Reference Number	Features and Functionality
9	Report searching tool
10	Auto approve reports capability
11	Single Approval and Multiple level approval workflows
12	Criteria-based report reviewing a) geographically, and b) by incident type
13	Available via desktop or mobile device
14	Ability to check duplicate/supplemental reports
15	User management capability
16	Ability to ban certain persons from report filing capability
17	Ability to comply with state specific NIBRS requirements
18	Mobile Quick Connect
19	In application email notification system for both community member notices as well as City personnel notification
20	Ability to request follow-up from community member through the application
21	Customizable email templates
22	Offers canned narratives
23	Offers the ability to include reject/follow-up reasons
24	Ability to file Original or Supplemental reports (Officer and Online reports)
25	Ability to upload an attachment (Tif, JPEG, PDF, Word, Excel, PNG)
26	Offers multiple languages (Spanish, Chinese, French, Somali)
<b>SECURITY</b>	
27	Industry standard security safeguards, including encryption of data in transit and at rest
28	CJIS settings for Session Timeouts
29	Supports role-based access controls (RBAC) to secure access to functionality based on roles/privileges
30	Suite of auditing log features that track user activities within the system – including actions performed by a user and the system itself. For example, login histories, documentation of form data changes (including by who, what the change was, and where)
<b>INTERFACES</b>	
31	Data will be exported using Contractor’s standard interface in universal, non-proprietary format (XML or JSON format), which City can use to create the interface with your respective RMS and/or Court Management System via webservice or sftp protocols.
<b>OPERATING SYSTEM AND MINIMUM REQUIREMENTS</b>	
32	Desktop <ul style="list-style-type: none"> <li>• Internet connectivity</li> <li>• Unrestricted internet access to CORS hosting URL(s)</li> <li>• Microsoft Windows                             <ul style="list-style-type: none"> <li>○ Microsoft officially supported and/or maintenance patched versions of Microsoft Windows</li> <li>○ 4GB RAM</li> </ul> </li> </ul>

Reference Number	Features and Functionality
	<ul style="list-style-type: none"><li>○ Intel i3 or equivalent processor</li><li>○ Current version of Microsoft Edge internet browser and the version immediately preceding the current version.</li><li>○ Current version of Google Chrome internet browser and the version immediately preceding the current version.</li><li>○ Current version of Mozilla Firefox internet browser and the version immediately preceding the current version.</li></ul>

## Exhibit 2: CORS Setup and Access

### 2-A. CORS SETUP

#### City Responsibilities

- a) Coordinate with Contractor to establish dates for deployment within the CORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto City website which links to Contractor's servers for the Services;
- d) Provide Contractor with the schema for the desired file format and/or database schema;
- e) Enable Contractor read /write access and test environment with current configuration
- f) Enable Contractor VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Contractor's questions, which may arise during the setup and configuration process.

#### Contractor Responsibilities

- a) Coordinate with City to establish schedule for deployment within the CORS implementation schedule tab.
- b) Register City within Contractor's network and load City provided images into City's implementation of CORS.
- c) Provide City with administrator password and credentials for the Services.
- d) Provide City with sample operational directives, deployment strategies and sample press release.
- e) Provide City with suggestions for the successful deployment of the Services.
- f) Provide City with instructions on the easy setup of a kiosk for City's headquarters lobby, etc.

Completion Criteria. This task is considered complete after Contractor has delivered listed materials.

### 2-B. CONFIGURATION. City responsibilities and Contractor responsibilities are shown below.

#### City Responsibilities.

- a) Coordinate with Contractor for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for City.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Contractor, document any problems, and collaborate with Contractor on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

#### Contractor Responsibilities

- a) Coordinate with City for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with City, document any problems, and collaborate with City on a plan for corrective action(s).



**Completion Criteria.** This task is considered complete when the CORS is accessible on Contractor's web server and reports can be filed and interfaced into the RMS (optional). This completion is the point at which the Contractor sends a CORS link to the City for access.

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**ATTACHMENT C**

**STATEMENT OF WORK AND FEE SCHEDULE FOR REQUEST A  
REPORT**

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**Attachment C**  
**Statement of Work and Fee Schedule for**  
**LexisNexis® Request a Report**

- 1. STATEMENT OF WORK.** Contractor agrees to provide the following Services to City subject to the provisions of this Agreement. Any change to the Services as set forth in this Agreement must be made by amendment to this Attachment, signed by both Parties. Contractor will provide the following Services subject to City's technology capabilities, processes, and work-flow functionality:
  - 1.1.** Provide public facing online portal for requests of City designated Reports.
  - 1.2.** Provide online collection and distribution of information from Report requestors to City.
  - 1.3.** Provide City online portal and request workflow management that enables designated City users the ability to approve, follow-up, reject, or require counter pickup for each Report requested through the Services.
  - 1.4.** Online administration portal to view Reports, generate analytics, and obtain accounting information related to City's Reports.
  - 1.5.** Collection of designated City Fee from Authorized Requestors and payment of such fee to City in accordance with Section 3 below.
  - 1.6.** Provide services that distributes reports as set forth in Section 5.4 of the Agreement.
  
- 2. TRAINING.**
  - 2.1. Train-the-Trainer Training Sessions.** At no additional cost to City, Contractor will provide City users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other City-requested topics. The 'train the trainer' approach aims to educate City users with skills that are needed to train other users. Contractor aims to train City users within 60 days of go-live. Contractor will offer City up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
  - 2.2. User Guides.** Contractor will provide City with user guides or training documentation appropriate for the Services.
  
- 3. FEES.** There will be no fee to City for the Service.
  - 3.1** Pursuant to the provisions of Section 7.2 of the Agreement, City, in its discretion, shall determine the appropriate City Fee for Report type in the Request a Report application. City may also permit City users to modify the City Fees for individual Report requests.

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**ATTACHMENT D**

**STATEMENT OF WORK AND FEE SCHEDULE FOR REPORT  
DISTRIBUTION SERVICES**

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**Attachment D**  
**Statement of Work and Fee Schedule for**  
**Report Distribution Services**

- 1. STATEMENT OF WORK.** Contractor agrees to provide the following Services to City subject to the provisions of this Attachment. Any change to the Services as set forth in this Attachment must be made by amendment to this Attachment, signed by both Parties. Contractor will provide the following Services subject to City's technology capabilities, processes, and work-flow functionality:
  - 1.1 Access to an online City administration portal to view Reports, generate analytics, and obtain information related to City's Reports.
  - 1.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from City to Contractor.
  - 1.3 Provide Report distribution services as set forth in Section 4 of the Agreement.
  - 1.4 City may provide access to City's reports and information through command center to government employees with a need to know such information
  - 1.5 Subject to Section 5.4 of the Agreement, City agrees to allow access to City's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. City agrees that it shall use Participating City Reports strictly for investigative and/or law enforcement purposes only.
  
- 2. TRAINING.**
  - 2.1. Train-the-Trainer Training Sessions. At no additional cost to City, Contractor will provide City users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other City-requested topics. The 'train the trainer' approach aims to educate City users with skills that are needed to train other users. Contractor aims to train City users within 60 days of go-live. Contractor will offer City up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
  - 2.2. User Guides. Contractor will provide City with user guides or training documentation appropriate for the Services.
  
- 3. FEES.** There will be no fee to City for the Service and the City will not charge for reports; however, per Section 7.2 of the Agreement a Convenience Fee will be charged.

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**ATTACHMENT E**

**STATEMENT OF WORK AND FEE SCHEDULE FOR CORS CRASH  
REPORTS**

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**Attachment E**  
**LexisNexis® Community Online Reporting System (CORS)**  
**CORS Crash Reports**

**1. STATEMENT OF WORK.**

Contractor, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Community Online Reporting System (“CORS”) enabling individuals to file and report incidents involving automobile collisions (“Crash Reports”) online to law enforcement.

**2. SCOPE OF SERVICES.**

Contractor agrees to provide the following Services to City subject to the provisions of this Attachment. Any change to the Services as set forth in this Attachment that occur after the Agreement Effective Date must be made by amendment to the Agreement, signed by both Parties. Contractor will provide the following Services described below subject to City’s technology capabilities, processes, and work-flow functionality.

**2.1. Setup and Access.**

City Responsibilities.

- a) Provide images for (i) website header image (ii) temporary citizen Crash Report image and (iii) final printed PDF Crash Report image.
- b) Load provided HTML pages onto City website which links to Contractor’s servers for the Services.
- c) Enable Contractor read /write access and test environment with current configuration.
- d) Provide timely responses to Contractor’s questions, which may arise during the setup and configuration process.

Contractor Responsibilities.

- a) Register City within Contractor’s network.
- b) Provide City with administrator password and credentials for the Services.

Completion Criteria.

This task is considered complete after Contractor has delivered listed materials.

**2.2. Configuration.**

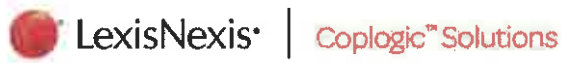
City Responsibilities.

- a) Coordinate with Contractor for web training session on administering the program, using the dynamic creation tools, “Triple Lock” login features, user account including deploying the “Secure side filing feature”.
- b) Using the administrator account, login in and configure the code tables, Crash Report types, and user account for City.
- c) Review resulting files with Contractor, document any problems, and collaborate with Contractor on a plan for corrective action(s).

Contractor Responsibilities

- a) Coordinate with City for web training session on administering the program, using the dynamic creation tools, “Triple Lock” login features, user account including deploying the “Secure side filing feature”.
- b) Review resulting files with City, document any problems, and collaborate with City on a plan for corrective action(s).

Completion Criteria



This task is considered complete when the CORS is accessible on Contractor's web server and Crash Reports can be filed.

**2.3. Support and Maintenance.** Contractor will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 5 of the Agreement.

### **3. TRAINING.**

**3.1 Train-the-Trainer Training Sessions.** At no additional cost to City, Contractor will provide City users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other City-requested topics. The 'train the trainer' approach aims to educate City users with skills that are needed to train other users. Contractor aims to train City users within 60 days of go-live. Contractor will offer City up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

**3.2 User Guides.** Contractor will provide City with user guides or training documentation appropriate for the Services.

**3.3 On Site Training.** In response to written City requests for Contractor to provide on-site training, Contractor shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of City staff, other resources, or materials. The City shall reimburse Contractor at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Contractor employee who provides any on-site training (this daily fee includes all Contractor travel time and travel expenses).

### **4. FEES AND PRICE ADJUSTMENTS.**

**4.1.** There will be no fee to City for the Service and the City will not charge for reports; however, per Section 7.2 of the Agreement a Convenience Fee will be charged.

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**ATTACHMENT F**

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE  
INFORMATION SYSTEMS SECURITY ADDENDUM**

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**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**EXAMPLE OF A CONTRACT ADDENDUM**

AMENDMENT NO. \_\_\_\_ TO THE CONTRACT BETWEEN  
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. \_\_\_\_ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled “ \_\_\_\_”], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

- a.
- b.
- c.

and

- d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

On behalf of [Party No. 1]:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

On behalf of [Party No. 2]:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative