



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 2, 2023

Department: Sheriff's Office Agenda Planning Date: 7/20/2023 Time required: 5 min

Audio/Visual aids

Contact: Allycia Weathers Phone: x3238

Department Head Signature: 

TITLE	LexisNexis Crime Mapping Analysis
Issue, Description & Background	Marion County entered into a Software as a Service agreement after a Intermediate Request for Proposal solicitation process in March 2018. The original agreement allowed for an extension of service.
Financial Impacts:	Amending for an additional \$18,908.55
Impacts to Department & External Agencies	LexisNexis provides crime mapping services which are used by Marion County Sheriff's Office employees and available to the public on the Marion County Sheriff's Office website.
Options for Consideration:	Approve, deny, or request changes to the amendment.
Recommendation:	Approve the amendment.
List of attachments:	Original agreement, amendment, contract review sheet.
Presenter:	Commander Jeff Stutrud

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: arweathers@co.marion.or.us

Contract Review Sheet

SO-1782-17 (1)

Information Technology Agreement #: SO-1782-17 Amendment #: 1

Contact: Allycia Weathers Department: Sheriff's Office

Phone #: 503-589-3238 Date Sent: Monday, June 26, 2023

Title: MCSO Crime Mapping Analysis

Contractor's Name: LexisNexis

Term - Date From: March 1, 2018 Expires: August 31, 2024

Original Contract Amount: \$90,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$18,908.55 New Contract Total: \$108,908.55 Amd% 21%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0270 Intermediate (IRFP and RFQ) CMS# icitation Num

Description of Services or Grant Award

LexisNexis provides crime mapping services for Marion County Sheriff's Office. Amendment 1 extends the term to 8/31/2024 and adds funding.

Desired BOC Session Date: 8/2/2023 BOC Planning Date: 7/20/2023

Files submitted in CMS: 7/12/2023 Printed packet & copies due in Finance: 7/18/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 7/5/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____

**REQUEST FOR AUTHORIZATION OF CONTRACT
SO-1782-17**

Date: 7/3/2023
To: Chief Administrative Officer
Cc: Contract File
From: Allycia Weathers

I. Subject: Reinstatement

The Marion County Sheriff's Office is requesting approval to reinstate a contract as described in Section 10-0570 of the Marion County Public Contracting Rules. The contract is with LexisNexis for MCSO_ Crime Mapping Analysis with a value of \$108,908.55 and upon approval will be reinstated and in full force and effect, as if it had not expired with a new expiration date of 8/31/2024.

A. BACKGROUND

The initial sourcing method for this contract is an Intermediate Request for Proposal. The original contract was effective March 1, 2018 for \$90,000. The Sheriff's Office reached out to Contractor in May 2023 to request a quote for an additional year of service. The first amendment to this contract was prepared and submitted for review on May 12, 2023. Updated insurance documents provided by the Contractor on May 19, 2023 were not sufficient and returned by Marion County Finance for Sheriff's Office to follow up on May 23, 2023. After multiple communications with the Contractor and their insurance provider, the proper documentation was obtained June 26, 2023.

B. As required by MCPCR, a concise written statement must be submitted meeting the requirements of 10-0570(1).

During the period described in A above, the Sheriff's Office was in the process of recruiting, filling, and training new staff responsible for contracts. This request is presented within 90 days of the expiration date. There is no change to the statement of work. The services are of a continuing nature and compensated on a periodic basis.

Submitted by:

Reviewed by:

Allycia Weathers
Sheriff's Office

Contracts & Procurement

Acknowledged by:

Acknowledged by:

Department Head

Jan Fritz, CAO



**AMENDMENT 1 to SO-1782-17
the CONTRACT FOR SERVICES
between
MARION COUNTY and LEXISNEXIS**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated March 01, 2018 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and LexisNexis, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

INTRODUCTION

This MARION COUNTY CONTRACT (“Contract”) is between MARION COUNTY (“County”) and Lexis Nexis (“Contractor”), each of whom is a “Party” and collectively they are the “Parties.” The effective date of the Contract will be the date on which all Parties have signed the Contract. Unless earlier terminated as provided below, the termination date will be August 31, 2024 [February 28, 2023]. Capitalized terms are defined in Schedule A.

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on August 31, 2024 [June 30, 2023].

Exhibit 1: Statement of Deliverables

Section 6.a. Fees and Charges

The total payment under the Contract is not to exceed \$108,908.55 [\$90,000.00], comprising the following fees and charges. Refer to Attachment III, Accruint Virtual Crime Center Online (Subscription)

1. Year 1 - \$16,800.00
2. Year 2 - \$16,800.00
3. Year 3 - \$17,304.00 (including a 3% annual increase)
4. Year 4 - \$17,823.12 (including a 3% annual increase)
5. Year 5 - \$18,357.82 (including a 3% annual increase)
6. Year 6 - \$18,908.55 (including a 3% annual increase)

Attachment III – SCHEDULE A

Section 1. SCHEDULE A TERM

The term of this Schedule A will be 60 months beginning March 1, 2018 and ending August 31, 2024 [February 28, 2023] (the “Term”). If an account is activated after the first day of a calendar months, charges will not be pro-rated.

Attachment III – SCHEDULE A

Section 2.1 “Price Table”

“Price Table		
Period	AVCC Annual Subscription Fee	Monthly Installment
March 1, 2018 – February 28, 2019	\$16,800.00	\$1,400.00
March 1, 2019 – February 29, 2020	\$16,800.00	\$1,400.00
March 1, 2020 – February 28, 2021	\$17,304.00	\$1,442.00
March 1, 2021 – February 28, 2022	\$17,823.12	\$1,485.26

March 1, 2022 – February 28, 2023	\$18,357.82	\$1,529.82
March 1, 2023 – August 31, 2024	\$18,908.55	\$1,575.72

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

LEXISNEXIS SIGNATURE

Authorized Signature: _____
Date

Title: _____

**MARION COUNTY
SOFTWARE AS A SERVICE
CONTRACT NO. SO-1782-17**

This MARION COUNTY CONTRACT ("Contract") is between MARION COUNTY ("County") and Lexis Nexis ("Contractor"), each of whom is a "Party" and collectively they are the "Parties." The effective date of the Contract will be the date on which all Parties have signed the Contract. Unless earlier terminated as provided below, the termination date will be February 28, 2023. Capitalized terms are defined in Schedule A.

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on June 30, 2023.

CONTRACTOR

Representative: Tiffany Esquino, Sr. Strategic Account Manager
Address: 100 Alderman Drive
City, State, Zip: Alpharetta, GA 30005
Email: Tiffany.Esquino@lexisnexis.com
Phone: 949-715-9715
Fax: _____

COUNTY

Representative: Camille Peterson
Address: 100 High St. NE, PO Box 14500
City, State, Zip: Salem, OR 97309
Email: cpeterson@co.marion.or.us
Phone: 503-589-3261
Fax: 503-589-3259

The Contract governs the rights and responsibilities between the Parties with regard to the transaction described in Exhibit 1. The Contract includes this cover page ("Cover Page"), the Standard Terms and Conditions, below, and the terms and conditions contained in the following schedules and exhibits:

SCHEDULES		EXHIBITS	
SCHEDULE	DESCRIPTION	EXHIBIT	DESCRIPTION
A	Definitions	1	Statement of Deliverables and Technical Statement of Work
B	Consulting and Implementation	2	Insurance Requirements
C	Ownership, Subscription, and Licensing	3	Business Associate Agreement (HIPAA)
D	Maintenance, Support, and Service Levels		
E	Warranties, Indemnities, Disputes, Remedies		
F	Confidentiality, Data Sharing, Privacy, and Security		
G	Compliance		
H	Additional Terms		



The information contained in the following attachments are not incorporated into the Contract but are offered as guidance relevant to the Parties standards and expectations regarding performances under the Contract.

ATTACHMENTS	
ATTACHMENT	DESCRIPTION
I	Quote and Accepted Proposal
II	Crime Analysis Account Setup Worksheet
III	Accurant Virtual Crime Center Online "Schedule A"
IV	LexisNexis Risk Solutions Government Application & Agreement
V	Accurant Virtual Crime Center/Accurant Crime Analysis/LexisNexis Community Crime Map Addendum

Order of Precedence. In the event of any inconsistency between any of the documents constituting the Contract, the following order of precedence will apply: (a) Cover Page; (b) Standard Terms and Conditions and Schedule A; (c) Exhibit 1; (d) Schedules B through G and I, and ~~Exhibit 3~~; (e) Schedule H; and (g) the terms and conditions of all other exhibits and documents incorporated into the Contract. No additional or conflicting terms stated on any order form, invoice, packing slip or similar documentation, website, or published or provided materials will apply unless expressly agreed to in writing. The Contract may only be amended or supplemented by a writing that is signed



by a duly authorized representative of each Party, clearly recites the Parties' understanding and intent to amend the Contract, and clearly and with specificity describes the terms to be amended or supplemented.

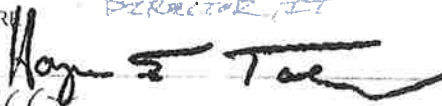
Notice. The contact information provided above will be used for any notice or other communication required or permitted in the Contract, except as otherwise provided. Such notices will be in writing by any means effective and deemed received three days after the date sent based on verified date-stamp.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair	_____	Date	_____
Commissioner	_____	Date	_____
Commissioner	_____	Date	_____
Authorized Signature:		Date	7-14-18
	Department Director or designee	Date	
Authorized Signature:		Date	08/16/18
	Chief Administrative Officer	Date	
Reviewed by Signature:		Date	8/16/18
	Marion County Legal Counsel	Date	
Reviewed by Signature:		Date	8/16/18
	Marion County Contracts & Procurement	Date	

LEXIS NEXIS SIGNATURE

Authorized Signature:		Date	8.31.2018
Title:	CEO, LNI/IT	Date	



STANDARD TERMS AND CONDITIONS

These STANDARD TERMS AND CONDITIONS ("T&Cs") set forth the general terms between the Parties to the Marion County Contract ("Contract").

1. **Statement of Performance.** Contractor will provide the Deliverables described in Exhibit 1. Neither Party will subcontract any performance under the Contract without the prior written consent of the other Party.
2. **Performance Terms; Default.** Time is of the essence in the performance of the Contract. The failure of either Party to enforce any Contract provision will not constitute a waiver by that Party of that or any other provision. Waiver of any default under this Contract by either Party will not be deemed to be a waiver of any subsequent default or a Contract modification. Unless a Material Default, a Party has 15 business days after receiving written notice thereof to cure a Contract breach.
3. **Payment.** Except as otherwise provided in the Contract, County agrees to pay Contractor all sums set forth in Exhibit 1. Contractor will invoice County for all sums owed not less than 60 days prior to the due date. County will make payment on undisputed, sufficiently detailed invoices by check or ACH. If any payment under the Contract extends into County's next fiscal year, County's obligation to make such payment is subject to approval of future appropriations to fund this Contract by the County's Board of Commissioners.
4. **Term and Termination.** The Contract's Term will be as described in the Cover Page. The Contract may be terminated: (a) at any time by mutual written agreement of the Parties; (b) at any time after a Party has failed to cure a breach of the Contract after receiving 15 days written notice from the non-breaching Party; (c) by a Party immediately after providing written notice to the other of a Material Default by the other Party; and (d) by County after providing 30 days written notice to Contractor.
5. **Effect of Termination, Remedies.** Upon termination pursuant to Section 4, County will pay Contractor such amounts owed under Exhibit 1 for performance rendered prior to the termination date if such performance was in accordance with the Contract, less any setoff to which County is entitled. Termination will not result in a waiver of any remedy, legal or equitable, to which a Party may be entitled, or any claim a Party may have against the other.
6. **Termination and Remedies.** Termination of the Contract will cause each associated Exhibit 1 to likewise terminate. Any obligations or duties that by their nature extend beyond the termination of an Exhibit 1 will survive termination.
 - a. **For Cause.** If County terminates Exhibit 1 due to a Contractor breach or Material Default, County may complete the Work or Services either itself, by agreement with another contractor, or by a combination thereof. If Contractor terminates Exhibit 1 due to a County breach or Material Default, County will be obligated to pay Contractor for Work or Services provided through the termination date if such Work or Services conform to Contract specifications.
 - b. **Without Cause.** If County terminates Exhibit 1 without cause, County will pay Contractor for Work or Services provided through the termination date, provided the Work(s) delivered must be usable and conform to Contract specifications. Payments under this Section 6(b) of Exhibit 1 will be less any setoff to which the non-terminating Party is entitled.
7. **Limitation of Liability.** Except as otherwise provided, neither Party will be liable for special, incidental, indirect, or consequential damages arising under the Contract.
8. **Insurance.** Except as otherwise required, Contractor will procure and maintain for the Term insurance coverages in accordance with Exhibit 2.
9. **Authority to Contract, Perform.** Each Party represents and warrants that: (a) it has the power and authority to enter into and perform the Contract; and (b) the Contract, when executed and delivered, will be a valid and binding obligation, enforceable in accordance with its terms. Contractor warrants that during the Term it and the Deliverables will materially comply with all relevant laws and standards, including those set forth in Schedule G, and it will hold in good standing any registration, license, permit or certificate, required by law or the Contract. A breach of this Section 9 is a Material Default.
10. **No Assignment, Third-Party Beneficiaries.** Neither Party may assign its interest in the Contract to a third-party without the other's prior written consent. The Contract binds and inures to the benefit of the Parties and their successors and assigns. Nothing in this Contract gives or provides any benefit or right to any non-party unless such third-persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

Notwithstanding the foregoing, Contractor may freely transfer or assign this Contract upon written notice to the County, but without consent to: (i) any affiliate of LexisNexis, including without limitation, any parent, division or subsidiary of RELX Inc; or (ii) any

successor in interest to Contractor. The assignor/transferor shall remain liable for correct performance and compliance with the terms of this Agreement by the assignee/transferee.

11. **Public Records Law.** The Contract and all disclosures under its terms are Records and subject to application of the Public Records Law. Notwithstanding the foregoing, data provided to County by Contractor's online services is subject to various laws including DPPA, GLBA, FCRA, DMF, etc., and may only be disclosed as permitted under those laws.

12. **Parties' Relationship; Non-exclusivity.** The Parties acknowledge and agree that their relationship is that of independent contracting entities. This Contract does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties.

13. **Access to Records.** The Parties will retain, maintain, and keep accessible all Records for a minimum of seven years following Contract termination, unless a longer period of time is required under law. The Parties will maintain financial Records in accordance with generally accepted accounting principles. Contractor will permit County's authorized representatives access to all Records not exempt from the Public Records Law at reasonable times and places for purposes of examination and copying.

14. **Governing Law, Venue.** The Contract will be interpreted and enforced according to the laws of the State of Oregon and the ordinances of Marion County, Oregon. Any Proceeding arising under the Contract must be brought in Marion County, Oregon.

15. **Federal Funds Subrecipient.** If the Cover Page indicates states that Schedule I is a part of the Contract then Contractor is a subrecipient of a federal funds subaward under the Contract. In such event, Contractor will comply with the terms and standards set forth in Schedule I. A breach of this Section 15 is a Material Default.

16. **General.** The Contract sets forth the entire agreement of the Parties, and supersedes all prior communications, oral or written. The invalidity of any term or provision will not affect the validity of any other provision. The doctrine of *contra proferentem* may not be applied to the Contract. All provisions that by their nature should survive Contract termination or expiration of the Term will so survive.

Schedule A: Definitions

This SCHEDULE 1: DEFINITIONS is attached and made a part of the Marion County Contract ("Contract"), and unless otherwise expressly provided will take precedence over all other documents in the event of conflicting terms.

1. "Authorized Representatives" are employees designated by each Party on the Cover Page or Exhibit 1 as their respective authorized agents for communications.
2. "Business Associate" is defined under 45 CFR 160.103.
3. "Contract" means the Cover Page, the Standard Terms and Conditions, and all schedules and exhibits incorporated by reference.
4. "Covered Entity" is defined under 45 CFR 160.103.
5. "Deliverables" refers, collectively, to the Goods, SaaS, Services, and Works to be provided under the Contract.
6. "Effective Date" is the date on which the Contract is enforceable.
7. "Exhibit 1" refers to each Statement of Deliverables and Change Order, as described in Schedule B, signed between the Parties and incorporated into the Contract.
8. "Good" means the tangible or intangible assets to which County will receive certain rights, title, and interest from Contractor, and that Contractor will otherwise sell or license to County under the Contract and as set forth in Exhibit 1.
9. "Information System" is an electronic system for storing, processing, and exchanging information. Information System includes, without limitation, smartphones, computers, servers, and the software, services, and data existing thereon.
10. "Loss" and "Losses" means any claim, damage, loss, liability or expense including, without limitation, attorney fees and legal costs suffered directly or by reason of any act, omission, claim, suit or judgment.
11. "Malicious Code" is computer code or script introduced into an Information System that is intended to alter, harm, or damage, or otherwise cause undesired changes to the system or data on the system. Examples of Malicious Code include computer viruses, worms, Trojan horses, time bombs, time locks, trap door devices, or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms.
12. "Material Default" means a breach of a Contract provision for which the Contract provides no right to cure. A Material Default vests in the non-breaching Party the right to immediately terminate the Contract and seek any remedies and relief available as a result of the breach.
13. "Personally Identifiable Information" or "PII" is defined in ORS 646A.602.
14. "Proceeding" means any actual, threatened, pending or completed dispute, investigation, or inquiry, whether civil, criminal, administrative or investigative, implicating a matter arising under or related to the Contract and brought by a third-party.
15. "Protected Data" is information whose use, exchange, transmission, and storage, is restricted under state or federal law, administrative rule, or policy. Protected Data includes, without limitation, PII, PHI, information protected under 42 CFR Part 2, criminal justice information and criminal history record information (defined in the FBI Criminal Justice Information Services (CJIS) Security Policy, version 5.6), information protected under the Family Rights and Privacy Act (FERPA), and financial information.
16. "Protected Health Information" or "PHI" is defined in 45 CFR 160.103 and applies to the original data and to any health data derived or extracted from the original data that has not been de-identified. PHI does not include information of an individual that has been deceased for more than 50 years.
17. "Public Records Law" means the Oregon Public Records Law, including ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 to 192.170, and laws incorporated by reference.
18. "Record" means information prepared, owned, used, or retained by either Party, and pertaining to their respective operations and business related to the Contract, that is inscribed on a tangible medium, commonly a document, or that is stored in an electronic or other medium and is retrievable in perceivable form.
19. "SaaS" means software-as-a-service and refers to the software services, including data storage, hosted on Information Systems controlled by Contractor that County accesses via rights granted by Contractor, and otherwise set forth in Exhibit 1.

20. "Services" means the professional, technical, creative, technology and/or other services that Contractor will provide to County under the Contract as set forth in Exhibit 1.

21. "Taxes" means taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.

22. "Term" begins on the Effective Date and means the period of time during which the Contract is in effect and as set forth in the Contract at Exhibit 1.

23. "Users" are individuals or entities authorized by County to access and use a Good, SaaS, Service, or Work. The classes of Users under the Contract are:

a. "End-Users" are Users who employ a Good, SaaS, Service, or Work's functionality for County's benefit and not for further distribution.

b. "IT-Users" are Users responsible for providing technical services related to the Good(s), SaaS, Service(s), or Work(s), and otherwise supporting End-Users.

24. "Works" means the custom tangible or intangible deliverables that Contractor will develop for and provide to County under the Contract and as set forth in Exhibit 1.

Schedule B: Consulting and Implementation

This SCHEDULE B: CONSULTING AND IMPLEMENTATION is attached and incorporated into the Marion County Contract ("Contract").

1. **Deliverables.** Contractor will deliver the Deliverables to County according to the schedule outlined in Exhibit 1. Except as otherwise provided in Exhibit 1, Contractor will furnish all labor, equipment, and tangible and intangible materials necessary for delivery of the Deliverables. Terms governing ownership and use of the Deliverables are set forth in Schedule C.
2. **Representatives.** Communications between the Parties will be channeled through the Authorized Representatives.
3. **Change Control.** The Deliverables to be provided pursuant to Exhibit 1 may be amended from time to time, as mutually agreed by the Parties. Any such amendment will use the change control procedures set forth in Exhibit 1; or, in the event no change control procedure is specified, the change control procedure outlined below.
 - a. When a Party desires a change to Exhibit 1, that Party will prepare a written document (a "Change Order") describing in reasonable detail its proposed changes, to include, at a minimum, any changes in cost, schedule, and impact, if any, to the project, and will submit the proposed Change Order to the other Party for approval.
 - b. A Change Order will only become effective, thereby amending Exhibit 1, when signed by the Parties.
4. **Assignment of Personnel.** Contractor represents and warrants that its personnel providing Services or Works will be authorized to work in the United States and have the training, screening, competence, and interpersonal skills necessary to provide the Services or Works. If County notifies Contractor that it believes any Contractor personnel providing Services or Works lacks the necessary training, screening, competence, or interpersonal skills to provide the Services or Works ("Nonqualified Personnel"), Contractor will replace the identified Nonqualified Personnel with new personnel within three business days of such notification. Contractor's failure for more than seven business days to replace Nonqualified Personnel or assign qualified personnel will be a Material Default.
5. **Periodic Meetings, Reports.** The Parties' respective Authorized Representative or their delegates shall periodically review Exhibit 1, their performance relative to milestones or benchmarks provided in Exhibit 1, the project scope, and Contractor's progress on the project. County may request that Contractor provide a report, no more than once per month, describing its progress relative to milestones or benchmarks in Exhibit 1.
6. **County Collaboration.** County understands and agrees that Contractor's ability to provide certain Deliverables may rely on collaboration with County personnel. Exhibit 1 will describe such collaboration if it is required.
7. **Inspection.** During the Term, work performed under this Contract will be subject to County inspection and testing at reasonable times and at locations where performance occurs. County's inspection or testing hereunder will not relieve Contractor from its responsibility to furnish the Deliverables in accordance with Exhibit 1, nor affect any of County's rights under the Contract or law.
8. **Completion of Services; Delivery of Works.** Exhibit 1 will set forth the criteria agreed between the Parties for evaluating whether the Services and Works provided are acceptable to County.
9. **Ability to Perform.** Each Party represents to the other that no other commitment prevents or restricts it from fulfilling its obligations under the Contract.

Schedule C: Ownership, Subscription, and Licensing

This SCHEDULE C: OWNERSHIP, SUBSCRIPTION, AND LICENSING is attached and incorporated into the Marion County Contract ("Contract").

1. **Ownership of Deliverables.** Intellectual property rights shall be as set forth in the LexisNexis Terms and Conditions incorporated by reference in Section VI of the LexisNexis Risk Solutions Government Application & Agreement set forth in Attachment IV herein.

Schedule D: Maintenance & Support and Service Levels

This SCHEDULE D: MAINTENANCE & SUPPORT AND SERVICE LEVELS is attached and incorporated into the Marion County Contract ("Contract").

1. **Maintenance & Support.** Unless otherwise provided in Exhibit 1, all maintenance and support services provided under the Contract will be provided consistent with the terms of this Schedule D.

a. **Definitions.** As used in this Schedule D, the following capitalized terms are defined as follows.

i. "Essential Functionality" means any operational aspect of a Deliverable that is required for immediate and ongoing business continuity by one or more Users and which, if interrupted, adversely impacts County business.

ii. "Maintenance" refers to: (A) periodic or routine modifications Contractor makes to a Deliverable that are intended to improve or maintain the product or service's existing functionality, such as bug fixes and work-arounds, and compatibility with subsequent other products or services; and (B) the work product from such modifications. Maintenance includes providing installation software, instruction for use, and other installation and configuration assistance, to IT-Users. Maintenance does not include new versions of a Deliverable that contains new or significantly enhanced functions, and significantly improved performance, achieved through changes in design, coding, manufacture, materials, or delivery.

iii. "Problems" are instances caused by errors, bugs, defects, interruptions, or other deficiency with a non-County technology resource, where a Deliverable fails to function in an expected or prescribed manner. The classes of Problems recognized under the Contract are as follows:

A. "Minor" Problems cause only minor inconvenience that do not materially affect County's ability to use a Deliverable, and do not render the product or service non-conforming with the Contract. Examples of Minor Problems include formatting errors, misspellings, and bugs affecting non-Essential Functionality for which a reasonable workaround or circumvention is immediately available.

B. "Significant" Problems repeatedly disrupt the Essential Functionality of a Deliverable, and may render the product or service non-conforming with the Contract. Significant Problems frustrate or prevent one or more Users from performing their respective County tasks. Examples of Significant Problems are errors causing products or services to be unavailable or available only at a reduced performance level, or the loss or corruption of non-mission-critical data.

C. "Critical" Problems repeatedly disrupt the Essential Functionality of a Deliverable, rendering the product or service non-conforming with the Contract, and causing the complete failure or unavailability of a mission-critical function or resource.

iv. "Support" services are assistance Contractor provides to resolve issues preventing Users from realizing full use, functionality, accessibility, and benefits, from a Deliverable. The Support services offered under the Contract are as follows:

A. "Level 1 Support" is provided to End-Users to address basic usability issues and questions, such as: operator errors; account creation, setup or access; and workflow questions. Level 1 Support includes issue analysis; assistance with service or product issues; issue resolution; and preventive or corrective service information. Level 1 Support may be provided by machine-based resources, such as online knowledge bases and by automated telephone-based services, as well as "live" (i.e., human) Support personnel.

B. "Level 2 Support" is provided primarily to IT-Users to address more advanced or technical support issues, including administrator-level setup, configuration, and administration questions; efforts to identify, analyze, or reproduce Problems; and documenting issues or Problems for the purposes of escalating same for Level 3 Support response. Level 2 Support may be provided by "intelligent" machine-based assistants such as wizards, but otherwise must be provided by "live" support personnel via telephone or online "live" chat session.

C. "Level 3 Support" is provided exclusively to IT-Users to address technical and developer-level issues, such as Problems. This includes attempts to provide Problem correction or circumvention or notification that no correction or circumvention is available. Level 3 Support must be provided by "live" support personnel via telephone, online "live" chat, or on-premises service visit.

b. **Scope of Maintenance Services.** Unless otherwise provided in Exhibit 1, and during the Term, Contractor will provide Maintenance to County at no additional charge. Contractor will provide County with not less than 60 days advanced written notice if Maintenance will require County to install or implement software owned or licensed by a third-party.

c. **Scope of Support Services.** Unless otherwise provided in Exhibit 1, Contractor will provide Support services to County at no additional charge and as follows.

i. **Level 1 Support.** During the Term, Contractor will provide Level 1 Support to Users. Contractor may elect to provide Level 1 Support via a machine-based resource directly to End-Users or through a limited number of "super" End-Users identified by County.

ii. **Level 2 Support.** For a period of six months following the Effective Date, Contractor will provide Level 2 Support to Users.

iii. **Level 3 Support.** For a period of six months following the Effective Date, Contractor will provide Level 3 Support to IT-Users.

d. **Excluded Services.** Unless otherwise provided in Exhibit 1, Maintenance and Support services do not include development, consulting, or technical training. Contractor will provide County with a written quote for any additional tasks derived from a Support request not specified hereunder. County may request Support services in addition to those provided herein by preparing a Change Order as set forth in Exhibit 1.

e. **Contractor Support Obligations.**

i. **Support Access and Tracking.** Consistent with the requirements of a particular Support level, Users may solicit Support services either by contacting Contractor via its machine-based or "live" Support resources, or by submitting a Support ticket to an online platform Contractor will offer during the Term. Such online platform will, without limitation, allow Users to submit and track Support issues, access any Support knowledge database(s), and access training resources for Users. Contractor will provide County with procedures for contacting Contractor Support personnel.

ii. **Support Level Determination.** Contractor in its sole and reasonable discretion will determine whether a support ticket submitted by County raises a Level 1, Level 2, or Level 3 Support issue. Notwithstanding the foregoing, and at a minimum, reports of, and tickets describing, a Significant Problem will be supported as Level 2 Support incident, and Critical Problems will be supported as a Level 3 Support incident.

iii. **Emergency Support.** For periods during the Term when Contractor provides Level 3 Support to County, Contractor will provide County with procedures for contacting Contractor support staff on a 24-hour a day, seven-days a week basis, to receive Level 3 Support to address Significant and Critical Problems.

iv. **Adequate Support Staffing.** Contractor will ensure its "live" Support obligations hereunder are supported by an appropriate number of qualified and resourced personnel who are adequately trained to respond within the service level times set forth in the Contract, diagnose, and correct issues and Problems, and where appropriate, identify ways to circumvent issues and Problems.

f. **County Support Obligations.**

i. **Internal Helpdesk.** County will establish and maintain an internal helpdesk to be the first and primary point of contact and communication for End-Users for Level 1 and Level 2 Support issues.

ii. **Training.** County will provide training on using the relevant Good(s), SaaS, Service(s), and Work(s) to its End-Users.

iii. **VPN Access.** County will allow reasonable and necessary remote access by Contractor to County's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol.

iv. **Documenting Problems.** County will ensure Users document a Problem in writing with sufficient information to reasonably recreate the Problem or otherwise clearly and convincingly document its occurrence; including, but not limited to, the operating environment, data set, user, or any other such pertinent information that Contractor may reasonably request. County will deliver such information to Contractor concurrently with its notification of a Problem.

2. **Service Levels.** Unless otherwise provided in Exhibit 1, Contractor will ensure Maintenance and Support services meet the following service levels with regard to the Deliverables.

a. **Services Uptime.** SaaS will be available to Users for normal use of their full scope of functions and resources not less than 99.5% of County's regular business hours during the Term.

b. **Availability and Response Times.**

i. **Maintenance.** Maintenance will be available to County within five business days of the date on which Contractor releases a routine modification for use by any of its users or customers.

ii. **Support Services.** During the periods of the Term Support is offered, the availability of Support levels and Contractor's response time to a ticket reporting an issue or Problem will be as follows.

A. **Level 1 Support and Minor Problems.** Machine-based Level 1 Support resources will be available on a 24-hours a day, seven-days a week basis. "Live" Level 1 Support will be available during Contractor's regular business hours. Contractor will provide an initial response to Support tickets reporting a Level 1 Support issue or a Minor Problem within one business day of when the ticket was submitted.

B. **Level 2 Support and Significant Problems.** Machine-based Level 2 Support resources will be available on a 24-hours a day, seven-days a week basis. "Live" Level 2 Support will be available during Contractor's regular business hours. Contractor will provide an initial response to Support tickets reporting a Level 2 Support issue or a Significant Problem within three business hours of when the ticket was submitted. Contractor will use commercially reasonable efforts to resolve Level 2 Support issues and Significant Problems or provide a circumvention procedure within two business days or will provide a remediation plan with timeframes for resolution should 2 business days not provide adequate time for resolution.

C. **Level 3 Support and Critical Problems.** "Live" Level 3 Support will be available during Contractor's regular business hours. Contractor will provide an initial response to Support tickets reporting a Level 3 Support issue or a Critical Problem within one business hour of when the ticket was submitted. Contractor will use commercially reasonable efforts to resolve Level 3 Support issues and Critical Problems or provide a circumvention procedure within one business day or will provide a remediation plan with timeframes for resolution should 1 business day not provide adequate time for resolution. Contractor's responsibility for lost or corrupted data is limited to assisting County in restoring its database to a known, accurate state.

Schedule E: Warranties, Indemnities, Disputes, Remedies

This SCHEDULE E: WARRANTIES, INDEMNITIES, REMEDIES is attached and incorporated into the Marion County Contract ("Contract"). A breach of any provision in this Schedule E is a Material Default.

1. **Warranties.** In addition to the other warranties and representations in the Contract, Contractor makes the following warranties and representations.

a. **Quality of Services.** Contractor warrants that the Services will be: (i) performed and completed according to all applicable specifications, including those set forth in Exhibit 1 and published materials; and (ii) performed in a good and workmanlike manner, consistent with all applicable industry standards.

b. **Quality of Other Deliverables.** Contractor warrants that the Goods, SaaS, and Works: (i) are of the quality, quantity, and description outlined in Exhibit 1; (ii) will comply with all applicable specifications; (iii) are fit for the ordinary purposes for which they will be used; and (v) will be free of Malicious Code.

Unless otherwise provided in Exhibit 1, Contractor agrees to transfer to County the benefits of any warranties offered by third-parties that apply to a Good or Work received by County hereunder.

c. **Service Level.** Contractor represents and warrants that: (i) County is relying on its representation of its experience, skill, and expert knowledge, and that any substantial misrepresentation may result in damage to County; (ii) it will maintain resources, equipment, including as applicable a staff of qualified personnel, sufficient to perform its obligations under the Contract in accordance with Exhibit 1; and (iii) the Deliverables will meet the service levels provided in Schedule D at Section 2 or Exhibit 1, as applicable.

d. **Non-Infringement.** Contractor warrants that the Deliverables, in whole and in part, will not infringe any copyrights, patents, trade secrets, or any other proprietary or ownership rights of any third-parties. Contractor warrants that it has received no claims or charges of such infringement by any Deliverables, or any portion thereof, and Contractor warrants that it has no reason to believe that any Deliverables, in whole or in part, may infringe the copyrights, patents, trade secrets, or any other proprietary or ownership rights of any third-parties.

e. **Sufficient Rights; Standing.** Contractor represents and warrants that: (i) it has not granted any rights or licenses to any third-parties in any Deliverables that are inconsistent with or preclusive of the rights granted hereunder; (ii) it is an entity duly incorporated or organized, validly existing, in good standing under the laws of its state of incorporation or organization, authorized to do business in the state of Oregon; and (iii) it has all requisite financial capacity, and authority to execute, deliver, and perform its obligations and grant the licenses in this Contract.

2. **Disclaimer.** EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT, THE DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY MADE IN THE CONTRACT.

3. **Dispute Resolution.** Contractor will, in good faith, cooperate with County to assure that all disputes between the Parties which might otherwise impair the quality of a Deliverable will be resolved as expeditiously as possible. The process for resolving disputes shall be as follows:

a. Any dispute between the Parties shall be submitted for resolution to the Parties respective Authorized Representatives.

b. If the Authorized Representatives are unable to resolve the dispute within five business days, the dispute shall be escalated for resolution by the Parties' respective executives.

Nothing in this Schedule E, Section 4 is intended to impair either Party's right to seek an injunction or other available relief as provided herein. Furthermore, nothing in this Section 4 shall be construed as precluding legal action to enforce this Contract immediately upon a Material Default.

4. **Limited Remedies.** The Parties' intend that the Contract provide for limited remedies. In the event of an uncured breach or a Material Default (collectively, an "Event"), the non-breaching Party may seek economic compensation equal to the measure of damages needed to put the non-breaching Party in the position they would have been in had the Contract not occurred, excluding incidental and consequential damages. Notwithstanding the foregoing, depending on the circumstances of the Event, the availability to a non-breaching Party of certain remedies is limited or augmented as set forth in this Schedule E at Section 6. In the event that an Event could cause a Party irreparable harm, the non-breaching Party will be entitled to seek to enjoin and restrain the breaching Party from any continued violation of the Contract.

5. **Qualified Right to Certain Remedies.** In addition to any remedies provided in Exhibit 1, the Parties will be entitled to seek the following remedies upon the occurrence of the described circumstances.

a. **Infringement.** If any Event arises because a Deliverable is found to infringe a third-party's intellectual property rights, impairing County's use of such Deliverable, Contractor will, at its option and expense: (i) modify the infringing Deliverable so that it is non-infringing; (ii) procure for County the right to continue to use the infringing Deliverable; (iii) replace said Deliverable with a suitable, non-infringing analog, or (iv) terminate this Contract and refund any fees relating to the future use of the Deliverables.

b. **Nonconforming Software or SaaS.** If the Event results from the nonconformity of a software product or SaaS provided by Contractor to County, Contractor at its sole option and expense will either correct the nonconformity or replace the software or SaaS with a different, substantially comparable, product. If Contractor chooses to replace a nonconforming product or service, the proposed replacement must be reasonably acceptable to County. Contractor's inability within a reasonable time to correct the nonconformity or replace the software or SaaS with a different, substantially comparable, product is a Material Default.

c. **Unmet Service Level.** If the Event arises because Contractor fails to provide a Deliverable whose accessibility, uptime, functionality, or availability does not meet certain of the standards set forth, as applicable, in Schedule D at Section 2 or Exhibit 1, Contractor will: (i) use its reasonable commercial efforts to ensure that any unmet standard is subsequently met. Notwithstanding the foregoing, Contractor will use its reasonable commercial efforts to minimize the impact or duration of any outage, interruption, or degradation of the Deliverable. It is a Material Default if the Deliverable does not meet Contract standards, as described in Schedule E at Section 5(c), for more than .5% of a calendar year during the Term.

d. **Malicious Code.** Contractor will be fully liable to County for all Losses arising from Contractor introducing Malicious Code into County's Information System(s) as a direct or indirect result of any use of or access to such system(s) by Contractor's employees, agents, and permitted subcontractors, including via a Deliverable. In the event of such an introduction into Information System(s), Contractor will fully cooperate, at its sole expense, with County's subsequent efforts to mitigate the effect of any such introduction. To avoid ambiguity, Contractor will not be liable for Malicious Code originating from or within County.

e. **Nonconformity Based on County Alteration.** Unless otherwise stated in Exhibit 1, Contractor will have no obligation for claims by County related to an Event resulting from a breach of a warranty contained in this Schedule E at Section 1 to the extent the claim arose from:

i. modifications or alterations of a Deliverable provided by Contractor to or for County where the Deliverable first provided to County conformed with the warranties in this Schedule E at Section 1 and the applicable Exhibit 1; the modification or alteration rendered the Deliverable non-conforming; and the modification or alteration was not provided, directly by or through a representative of, Contractor or authorized by Contractor in writing;

ii. use of a Deliverable that was outside the scope of the license granted under the Contract;

iii. use of the Deliverable in combination with any other software or hardware product(s) not supplied by Contractor or used at Contractor's direction; or

iv. nonconformance, based on specifications in Exhibit 1, resulting from County's accident, abuse, negligence, misapplication, or improper installation or use of a Deliverable.

6. **Remedies Cumulative.** No remedy provided for under this Contract is exclusive of any other available remedy. All remedies are cumulative and in addition to every other remedy not precluded by the Contract and available under the Contract, at law, in equity, or by statute.

7. **Force Majeure.** Neither Party shall be in default of the Contract by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to, without limitation, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property or any other circumstances or causes beyond a Party's reasonable control.

Schedule F: Confidentiality, Data Sharing, Privacy, and Security

This SCHEDULE F: CONFIDENTIALITY, PRIVACY, AND SECURITY is attached and incorporated into the Marion County Contract ("Contract"). A breach of this Schedule F is a Material Default.

1. **Public Records Law.** As a custodian of Records under ORS 192.311(2), and the public body responsible under ORS 192.311(4) and ORS 192.411 with responding to public records requests, County must respond to public records requests concerning Records – which includes the Contract and related documentation. If Contractor asserts that any Records, including some or all of the Contract, disclosed hereunder meets the statutory requirements under the Public Records Law for one or more exemptions and wishes that an exemption be asserted to prevent public disclosure of any Record, it will: (i) notify County of its assertion; (ii) identify with adequate specificity the Records to which it asserts an exemption applies and the basis for such assertion; and (iii) as commercially practical, mark with the words "DISCLOSURE EXEMPT" all Records containing information that it desires not be publicly disclosed. In the event of a Proceeding that occurs at Contractor's request or seeks disclosure of a Record which Contractor believes is exempt, County will have complete control over the defense of the application of the exemption Any disclosure by either Party of a Record, in whole or in part, will not be a breach of the Contract if such disclosure was pursuant to a request under the Public Records Law that is required based on court order, reasonable interpretation of the Public Records Law, related case law, public record orders of the Oregon Attorney General, or the Attorney General's then current edition of the Public Records and Meetings Manual.

Notwithstanding the foregoing, data provided to County by Contractor's online services is subject to various laws including DPPA, GLBA, FCRA, DMF, etc., and may only be disclosed as permitted under those laws.

2. Confidentiality.

a. "Confidential Information" means the non-public information of either Party relating to its business activities, operations, financial affairs, technology, marketing or sales plans, or other information marked "PROPRIETARY" or "CONFIDENTIAL" or "DISCLOSURE EXEMPT", that is disclosed to, and received by, the other Party under this Contract. "Confidential Information" does not include Protected Data.

b. The Parties acknowledge and agree: (i) to exercise the same degree of care and protection, but no less than a reasonable degree of care and protection, over the other Party's Confidential Information and Protected Data as each Party exercises with respect to its own similar information; (ii) that all Confidential Information disclosed pursuant to the Contract should be considered confidential and proprietary; (iii) not to use any Confidential Information or Protected Data during the Term for any purpose other than as permitted under the Contract; (iv) not to disclose or provide any Confidential Information or Protected Data to any third-party, except as expressly authorized in writing or required by law; (v) not to remove or destroy any proprietary markings on the Confidential Information or Protected data; and (vi) to return or destroy all of the other Party's Confidential Information and Protected Data on the expiration or termination of the Contract, unless prohibited by law or otherwise provided in the Contract. As requested, a Party shall certify to the other the destruction of any of the other's Confidential Information or Protected Data, as applicable, within its possession or control.

c. The Contract does not require the Parties to protect information that: (i) was known or readily ascertainable by proper means before being disclosed; (ii) is or becomes available to the general public without fault or action of either Party; (iii) is disclosed to either Party by a third-party that breaches no confidentiality obligation through that disclosure; (iv) is developed independently by either Party without reference to or use of Confidential Information; or (v) is required to be disclosed by law or to a government authority.

d. Disclosure by either Party of Confidential Information or Protected Data to its professional advisors, employees, agents, affiliates, subsidiaries, subcontractors, and consultants is authorized only to the extent: (i) such disclosure is necessary to enable the performance of its obligations under the Contract; and (ii) such parties receiving Confidential Information are comparably bound to safeguard and keep confidential such information.

3. **Data Sharing.** Except as otherwise provided in Schedule C at Section 2(b), as applicable, or Exhibit 1 at Section 3, the following terms govern the Parties' use of data exchanged under the Contract.

a. **Data to be Shared.** The Parties agree to share the data identified in Exhibit 1 at Section 3, subject to the terms and conditions in the Contract.

b. **Data Controls.** Unless otherwise provided in the Contract, the Parties agree to disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws.

c. Data License and Ownership.

i. **License.** Intellectual property rights shall be as set forth in the LexisNexis Terms and Conditions incorporated by reference in Section VI of the LexisNexis Risk Solutions Government Application & Agreement set forth in Attachment IV herein. Use of Confidential Information is addressed in this Schedule F at Section 2, as applicable. Use of Protected Data is addressed in Exhibit 1, as applicable.

ii. **Ownership.** All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

4. **Information Security.** Each Party acknowledges and agrees it has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and ensure continuity of access to Information Systems and Records. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to Information Systems and Records. The Parties will at least annually audit their safeguards to ensure all Information Systems within their respective control and involved in storing, using, or transmitting Protected Data, are secure and protect the data from unauthorized disclosure, modification, or destruction. Where a Party, or their employees, agents, third-party processors, or permitted subcontractors, have access to the other Party's Information System(s), Records, or facilities, the Party with such access will comply with the following:

a. **Security Undertaking.** Without limiting the obligation of confidentiality described in this Schedule F at Section 2, the Parties will be responsible for establishing and maintaining an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) ensure the security and confidentiality of the Information System(s); (ii) protect against any anticipated threats or hazards to the security or integrity of the Information System(s); (iii) protect against unauthorized access, modification, or use of the Information System(s); (iv) ensure the proper disposal of data stored or exchanged on the Information System(s); and (v) ensure that all employees, agents, permitted subcontractors of Contractor, and third-party processors, if any, comply with all of the foregoing.

b. **Access Controls.** Each Party will take necessary and reasonable precautions to appropriately limit access by their respective employees, agents, affiliates, subcontractors, and other representatives to the other Party's Information Systems. If Contractor will have access to County premises, Contractor will employ such precautions to also limit access to County premises, including immediately notifying County in the event a representative assigned to a County project has been terminated, and assisting County with the recovery of any data, access credentials, or technology in a Contractor representative's possession following termination or completion of the services.

c. **SaaS Hosting Protected Data.** The following provisions apply if the SaaS will or may host Protected Data.

i. **Audit by Contractor.** No more than annually, Contractor, at its own expense, will conduct a SSAE 16 or equivalent audit of Contractor's information security program.

ii. **Audit Findings.** As commercially reasonable, Contractor will implement any required safeguards as identified by information security program audits.

iii. **Access to County Data.** Contractor will log access to all County data by County and non-County Users and periodically review such logs. Access reports by County will be made available to County upon request.

iv. **Admin Console Event Logging.** Contractor will log all admin console events and periodically review such logs. Admin console event reports will be made available to County upon request.

5. **Service Continuity.** Contractor must have a business continuity plan in place and must evaluate the IT disaster recovery portion of such plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Specifically, the plan must demonstrate that, in the event of a disaster or other service or business interruption, Contractor has provided for: (i) backing up and storing data at a location sufficiently remote from the facilities at which Information System(s) are hosted in case of loss of that data at the primary site; (ii) rapid restoration, relocation, or replacement of resources associated with County Information System(s); (iii) short and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to County Information System(s); and (iv) reviewing, testing, and adjusting the plan based on its at least annual evaluation.

6. **Access to Protected Data.** In the event Contractor will have access to County Protected Data, whether in electronic or paper form, Contractor agrees to institute and maintain safeguards or restrictions that effectively:

a. restricts and controls access to facilities housing County Information Systems or paper documents containing Protected Data, or hosting SaaS used to process Protected Data, including establishing and observing effective procedures for tracking access and chain of custody thereof;

b. limits the access, use, disclosure, and dissemination of data to authorized purposes and to those authorized individuals that need access to Protected Data;

c. requires that all individuals prior to receiving access to Protected Data submit to and pass, based on the process and criteria set forth in OAR 407-007-0030 through 407-007-0060, a criminal history records check, or a substantively similar background check, that includes a state of residency and national fingerprint based record check;

d. prevents Protected Data from being loaded onto portable computing devices or portable storage components or media unless necessary under the Contract and adequate security measures are in place to ensure the integrity and security of the data, including without limitation: (i) a policy on physical security for such devices to minimize the risks of theft and unauthorized access; (ii) a policy prohibiting viewing Protected Data in public or common areas; (iii) ensuring all such portable computing devices have anti-virus software, personal firewalls, and system password protection; (iv) ensuring the Protected Data stored on portable computing or storage device or media is encrypted while stored on such device; and (v) creating and maintaining an accurate inventory of all such devices and the individuals to whom they are assigned; and

e. ensures Protected Data is encrypted at rest and in transit as follows:

i. "At rest" Protected data stored in electronic form shall be encrypted at the file level using a symmetric cipher that is FIPS 197 certified (AES) and at least 256 bit strength. Multiple files maintained in the same unencrypted folder shall have separate and distinct passphrases. A single passphrase may be used to encrypt an entire folder or disk containing multiple files.

ii. "In transit" Protected Data shall be encrypted using a cryptographic module that is FIPS 140-2 certified and a symmetric cipher key strength of at least 128 bit strength.

If Contractor must comply with the criminal history record check requirement provided in this Section 6, it shall retain for the Term and for seven years thereafter Records related to such checks. If Contractor allows Protected Data access to an individual who has been convicted of one or more felonies or law violations involving acts of dishonesty or criminal behavior that could more likely than not pose a risk to County, its clients, or vulnerable persons, then Contractor shall confirm in writing its reasons for allowing such individual to have access to Protected Data.

Security Breach. In the event of an actual Security Breach, defined below, Contractor will promptly notify County of the breach and will comply with all applicable breach notification laws. Contractor agrees to cooperate with County in the investigation and remedy of any such breach, including, without limitation, complying with any law concerning unauthorized access or disclosure, as may be reasonably requested by County. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of Protected Data while in Contractor's possession or control. Contractor will send any applicable notifications regarding a Security Breach to the following notification email address: infosec@co.marion.or.us.

7. As used herein, a "Security Breach" is the unauthorized access of an Information System controlled by Contractor that results in the: (a) unauthorized access of Protected Data; (b) introduction of Malicious Code; (c) exfiltration of data; or (d) unauthorized access of security or access credentials.

8. **Right of Audit by County.** County will have the right to review Contractor's information security program prior to the Effective Date and from time to time during the Term, including to perform audits at Contractor's work site. In lieu of an onsite audit, Contractor may complete an audit questionnaire provided by County, which must be returned to County within 45 days of the date Contractor received the questionnaire.

9. **Response to Orders and Requests for Data.** If either Party receives a subpoena, warrant, or other legal order, demand or request (collectively, a "Request") seeking Records or any data of the other Party, the Party receiving the Request will promptly provide a copy of the Request to the other Party along with copies of Records or data in their possession that the Party believes are responsive to the Request. In the event of a Request the Parties agree to consult, cooperate, and collaborate with each other in their responses.

Schedule G: Compliance

This SCHEDULE G: COMPLIANCE is attached and incorporated into the Marion County Contract ("Contract"). A breach of this Schedule G is a Material Default.

1. **Taxes.** Contractor will pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state and its political subdivisions.

2. **Civil Rights, Rehabilitation Act, Americans With Disabilities Act And Title VI Of The Civil Rights Act.** Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

3. **Compliance with Applicable Law.**

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct damages.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. **Disbarment.** Contractor represents that Contractor, its employees, agents, and subcontractors, are not, as of the Effective Date: (a) excluded in any fashion for any reason from participation in federally-funded programs or any other type of programs or awards relating to public entities; nor (b) controlled by a person or entity that is so excluded. Contractor will notify County promptly if it receives written notice from a federal or other agency with proper authority, or otherwise becomes aware, that it or a controlling person or entity is so excluded, regardless of whether such a determination is subject to appeal by Contractor or such controlling person or entity. Any such exclusion will be a Material Default.

Schedule H: Additional Terms And Conditions

This SCHEDULE H: ADDITIONAL TERMS AND CONDITIONS is attached and incorporated into the Marion County Contract ("Contract").

1. Contractor Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Protected Data is caused by Contractor's breach of its security and/or privacy obligations under this Agreement, Contractor shall pay the reasonable and documented costs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Protected Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Protected Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Protected Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, CONTRACTOR SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO COUNTY OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

2. Data Delivery Requirements. Contractor will comply with the guidelines below when providing County with electronic information.

- All file names must include the appropriate extension associated with the file's format or file type.
- File names must be unique, complete, and interpretable outside of the file structure.

Contractor is responsible for ensuring that all submitted electronic information is accessible by County personnel at the time of receipt.

3. Publicity; Use of County's Name and Marks. Contractor will not issue any press release, make any public announcement, or make any other forms of public disclosure related to the subject matter of this Contract, except as may be required by law or applicable government regulation, without the prior written approval of the County. Contractor shall obtain the County prior written approval for each instance of such press releases, public announcements, or other forms of public disclosure related to the subject matter of this Contract. Further, Contractor shall not use publicly or for publicity, promotion, or otherwise, any name or logo of County or its affiliates, without the prior written approval of the County for each use of said name or logo.

Exhibit 1: Statement of Deliverables

This EXHIBIT 1: STATEMENT OF DELIVERABLES is attached and incorporated into the Marion County Contract ("Contract") and sets forth the Deliverables and other professional, technical, creative, and/or other services that Contractor will provide to County under the Contract.

1. General Information. The Marion County Sheriff's Office relies on public record data to "map" and analyze crime and traffic patterns to reduce crime in Marion County. Contractor will provide data driven, identity and investigative crime mapping solutions for the Sheriff's Office through Accurint Software as a Service. Contractor will use patented linking technology that will allow the Sheriff's Office to access public records data information through tens of thousands of unique data sources while maintaining security and privacy compliance.

2. Deliverables. Contractor will provide the following Deliverables to County.

a. **SaaS. ACCURINT PRODUCT DESCRIPTION:** Accurint Virtual Crime Center (AVCC): AVCC provides a view into regional and nationwide crime data, visibility to solve crime patterns, not just to the jurisdiction next door, but across the country and the ability to view information such as crime incident data, CAD, offender data, crash data, and license plate readers in the same place assists in resolving and preventing crimes in a timely manner.

Accurint Crime Analysis (ACA): ACA is a secure online dashboard that will enable crime data sharing, pattern analysis, crime mapping, predictive crime analytics and reporting for County. County users can view, analyze and download crime and call data from agencies in their region or agencies across the nation. The Community Crime Map is the public-facing portion of ACA that includes reports with the ability to query by specific details, date, time, data, and location.

Accurint for Law Enforcement Plus (Accurint LE+): Offers cutting-edge investigative technology that expedites the identification of people and their assets, addresses, relatives and business associates by providing instant access to a comprehensive database of public records that would ordinarily take days to collect.

b. **Works.** Contractor will provide:

1. Access to conduct crime and traffic analysis with the ability to link back to the County's RMS and CAD systems on arrests, offenses and calls for service.
2. Show areas on the map with condensed criminal activity (hot spots)
3. The ability to drill down on specific criminal events (day, time, deputy, crime type, etc)
4. A community crime mapping system to include reports with the ability to query by specific details, date/time, data, and location (city, contract area, service area, schools, urban growth boundary, specific addresses all with optional radius around each specific area).
5. Milestones.
 - i. Finish Translation Worksheet
 - ii. Confirm server setup
 - iii. County reviews data translation
 - iv. Lexis and County make production decision
 - v. Move to Production

5. Key Personnel.

- i. Tiffany Esquino – Lexis Nexis Sr. Strategic Account Manager
- ii. Bob Andary – Lexis Nexis Project Manager
- iii. Lt. Chris Baldrige – Primary Agency Contact - Agency
- iv. Camille Peterson – Contract Specialist - Agency

6. Training.

- i. Will be provided through Webex or in the online self-paced Accurint University Modules. Trainings are one to two hours in duration and include tip sheets.

c. **Implementation Schedule.**

Participating Group	Actual Hours	Project Time Frame	Resource Names
Marion County IT Server Implementation Totals	10-30 hrs	20 days	Marion County IT
Marion SO Totals	40 hrs	45 Days	Marion County SO
LexisNexis Implementation Totals	TBD	45 Days	LexisNexis
Task Order		Task Time Frame	Resource Names

PMO holds Kickoff call	32.5 hrs	5 days	LexisNexis
Setting up server	5-10 hrs	10 Days	Marion County IT
Finish Translation Worksheet	5-10 hrs	10 Days	Marion County IT
Confirm server setup	6.5 hrs	1 day	LexisNexis
Code Translations	84.5 hrs	23 days	LexisNexis
PMO assigns start date	6.5 hrs	1 day	LexisNexis
Engineer writes translation	65 hrs	10 days	LexisNexis
Engineer loads test data	6.5 hrs	1 day	LexisNexis
Engineer sends review note	6.5 hrs	1 day	LexisNexis
Customer Review	12 hrs	10 days	Team
Agency data review	12 hrs	5 days	Marion County SO
Agency performs classification	12 hrs	5 days	Marion County SO
Agency documents fixes required	12 hrs	5 days	Marion County SO
Engineer makes updates	32.5 hrs	5 days	LexisNexis
Agency performs second data review	12 hrs	5 days	Marion County SO
Engineer makes updates	32.5 hrs	5 days	LexisNexis
Agency performs third data review	12 hrs	5 days	Marion County SO
Engineer makes updates	32.5 hrs	5 days	LexisNexis
Production decision made	32.5 hrs	5 days	Team
PDSO	19.5 hrs	3 days	LexisNexis
PMO sends production sign off	6.5 hrs	1 day	LexisNexis
Project Sponsor signs and returns PDSO	6.5 hrs	1 day	Marion County SO
PMO acknowledges and documents production starts	6.5 hrs	1 day	LexisNexis
Move to Production	78 hrs	10 days	Team
Engineer starts automation	6.5 hrs	1 day	LexisNexis
Engineer loads historical data	65 hrs	10 days	LexisNexis
PMO schedules training	6.5 hrs	1 day	LexisNexis

d. **Support and Maintenance.** Contractor will provide 24/7 (365 days per year) Customer Service and Technical Support via a toll-free number.

3. Data Sharing.

a. **Data to be Shared with the Public.** The County has completed the Crime Analysis Account Setup Worksheet, Attachment II regarding data sharing. Outward facing, publicly shared information may change from time to time at the request of the Sheriff's Office to best meet the needs of the community.

b. **Data to be Shared by County with Lexis Nexis.** The County will share public record information with Lexis Nexis through a connection to the Sheriff's Office Record Management System.

As used herein, "Anonymized Data" means data, including Protected Data but excluding Confidential Information, from which all PII has been removed. Anonymized Data is not Protected Data.

5. **Scope of Collaboration.** The Parties acknowledge that completing the Deliverables described in this Exhibit 1 require the time and resources of both Contractor and County personnel. The Parties shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist the other Party as may be reasonably required to timely develop and deliver the Deliverables.

6. **Payments.** Contractor will invoice County for all payments owed and based on the schedule provided below. All invoices will be sent to County's address on the Cover Page to the attention of "Accounts Payable," identify "Marion County" as the payor and Contractor's legal name as the payee, include the invoice number and invoice date, reference the Marion County Contract Number for this Contract, and include a detailed description of the Deliverables for which payment is requested. Payments from County will be due 30 days from the invoice date. If you want to be paid by Automated Clearinghouse (ACH), you need to complete and submit the forms included in Exhibit 5.

a. **Fees and Charges.** The total payment under the Contract is not to exceed \$90,000.00, comprising the following fees and charges. Refer to Attachment III, Accurant Virtual Crime Center Online (Subscription)

1. Year 1 - \$16,800.00
2. Year 2 - \$16,800.00
3. Year 3 - \$17,304.00 (including a 3% annual increase)
4. Year 4 - \$17,823.12 (including a 3% annual increase)
5. Year 5 - \$18,357.82 (including a 3% annual increase)

b. **Right to Enforce Performance.** County will have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to Contractor s or subcontractors. County will not be obligated to pay Contractor until it has inspected and affirmatively accepted the applicable Deliverable.

7. **Change Control.** The Deliverables to be provided pursuant to this Exhibit 1 may be amended from time to time, as mutually agreed by the Parties. Any such amendment will use the change control procedure outlined below.

a. When a Party desires a change to Exhibit 1, that Party will prepare a written document (a "Change Order") describing in reasonable detail its proposed changes, to include, at a minimum, any changes in cost, schedule, and impact, if any, to the Deliverable, and will submit the proposed Change Order to the other Party for approval.

b. A Change Order will only become effective, thereby amending Exhibit 1, when signed by the Parties.

Exhibit 2: Insurance Requirements

This EXHIBIT 2 is attached and incorporated into the Marion County Contract ("Contract"). A breach of this Exhibit 2 is a Material Default.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.

Bodily Injury/Death:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

iv. **Automobile Liability Insurance.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- Required by County Not required by County.

Bodily Injury/Death:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.


D. **CYBER/PRIVACY LIABILITY.** Contractor shall maintain in force at its own expense Internet, Network and Privacy liability coverage (or its equivalent) with a minimum limit of not less than \$1,000,000.00 per occurrence and annual aggregate providing protection against liability arising from the loss or disclosure of PHI by Business Associate no matter how it occurs. Any Subcontractor must maintain similar coverage to provide protection against liability arising from the loss or disclosure of PHI by Subcontractor no

matter how it occurs. If Contractor's Professional Liability coverage provides equivalent Cyber/Privacy Liability, indicate as such on the Professional Liability Certificate.

E. NETWORK SECURITY, DATA BREACH PROTECTION OR SIMILAR PRIVACY LIABILITY INSURANCE: In the event that Contractor has access to any commercial or personal sensitive information of the County, its clients, customers or other third parties, which is protected by any local, state, federal or other governing legislation(s) or regulation(s), Contractor shall maintain cyber liability, network liability, data breach or similar privacy liability insurance covering actual or alleged acts, errors or omissions committed by Contractor, its employees, contractors or agents with a limit of \$5,000,000 per wrongful act/claim and \$5,000,000 in the aggregate. Such insurance shall expressly provide coverage for the following perils up to the full limit(s) of coverage required herein: (i) unauthorized use/access of a computer system or database; (ii) defense of any regulatory or governmental action involving a breach of privacy or similar rights; (iii) failure to protect from disclosure, information that is deemed confidential by law or agreement (including both personal and commercial information); and (iv) notification and remedial action costs in the event of an actual or perceived computer security or privacy breach, whether or not required by law. Such insurance shall extend to cover damages arising out of any actual or alleged act(s), error(s) or omission(s) of any individual when acting under Contractor's supervision, direction, or control. Such insurance shall provide coverage on a worldwide basis. Contractor and its insurer(s) shall waive all subrogation rights or rights of recovery against County for any benefits under County's cyber-risk, data breach protection or similar privacy liability insurance. If Contractor's Professional Liability coverage provides equivalent Cyber/Privacy Liability, indicate as such on the Professional Liability Certificate.

F. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Attachment I: Quote and Accepted Proposal
(see attached)



Transforming
investigations through
Identity data,
advanced linking and
Crime analytics.

Quote for the Marion County Sheriff's Office Crime Mapping Analysis

Solicitation No. C25102-SO-191-17

August 1, 2017

Submitted by:

Tiffany Esquino, LexisNexis Strategic Account Manager

(949) 307-6217

Tiffany.Esquino@lexisnexisrisk.com



This proposal includes data that shall not be disclosed outside the Marion County Sheriff's Office (County) or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the County shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4). LexisNexis and the Knowledge Burst logo are registered trademarks of RELX Inc., used under license. © 2017 LexisNexis.



August 1, 2017

Sherrie Hickam
PO Box 14500
Salem, Oregon 97309

Dear Ms. Hickam:

Preventing, combatting and solving crimes are serious responsibilities. No other provider can offer the Marion County Sherriff's Office (County) a more powerful combination of premier investigative online crime analytical solutions to help your professionals make informed decisions to enhance officer and community safety. By relying on LexisNexis, the County can solve cases faster, free up valuable staff to concentrate on high priority case work, and minimize costs associated with lengthy investigations.

LexisNexis has a successful, 45-year track record of proven identity and investigative solutions for government and law enforcement across the United States. Based on our experience, we anticipate a very positive result for the County including:

- Expedited and deepened criminal analysis through our patented LexID technology and **Accurint Virtual Crime Center (AVCC)**. **LexisNexis does not charge to retranslate your data.** Components of AVCC also include:
 - **Accurint Crime Analysis (ACA)** provides detailed crime data in a secure online dashboard exclusively for law enforcement agencies. Users can view data from any participating agency as well as map, analyze and unleash powerful algorithms for predictive policing capabilities. ACA makes data analysis more efficient by geocoding and automatically analyzing information as user filter through data in real time. Includes a public-facing **community crime map**.
 - **Accurint for Law Enforcement Plus and Mobile (Accurint)** resolves identities with up to 99.9% precision, making essential connections despite aliases, misspellings, nicknames, multiple Social Security numbers, and other variations. Even with partial or missing information about an individual, researching is easy with Accurint. Short and comprehensive reports are available, and users may customize reports to include specific types of information. Drill down and browse for additional information within search results to follow a research trail and leave nothing to chance.
- Cost-effective vigilance by monitoring persons-of-interest relevant to County investigations.
- Instant and expansive information updates on all persons-of-interest for the County with a multijurisdictional CJIS-compliant database for connecting the dots across the country.

Advanced technology and innovative solutions aren't the only reasons customers choose LexisNexis. In addition to a dedicated account team, LexisNexis provides 24/7 Customer Service and Technical Support via a toll-free number. We look forward to discussing this quote with you. Meanwhile, if you have any questions please contact me at (949) 307-6217 or by e-mail at Tiffany.Esquino@lexisnexis.com.

Sincerely,

A handwritten signature in black ink that reads "Tiffany Esquino".

Tiffany Esquino,
LexisNexis Strategic Account Manager

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Request for Quote Acknowledgment



OREGON

REQUEST FOR QUOTE

Release Date: 7/25/17

The Marion County Sheriff's Office is soliciting written quotes from vendors for a comprehensive database that provides enterprise access to conduct crime and traffic analysis and provide a community crime mapping system.

Please Reply to:

Marion County Sheriff's Office

Attn: Sherrie Hickam

PO Box 14500

Salem, OR 97309

Email: shickam@co.marion.or.us

- **DUE DATE:** To be considered, quote must be received by 2:00 **PM (PST) on 8/1/17**. Quotes received after the **deadline** will not be considered.
- **AWARD PROCESS:** Marion County Sheriff's Office reserves the right to enter into contracts with multiple vendors based on price and the ability to meet the County's requirements & needs.

Company Name: LexisNexis Risk Solutions FL Inc.

Authorized Signature: 

7/28/2017

Date



LexisNexis Quote

LexisNexis is pleased to present the following pricing to the County. Annual costs include all features below, unlimited IDs for the Marion County Sheriff's Office, and three database translations*. Please see detailed product descriptions on the following pages.

QTY	UNIT OF MEASURE	DESCRIPTION OF SERVICES	LEXISNEXIS SOLUTIONS	UNIT RATE	PRICE**
1	1	Provide enterprise access to conduct crime and traffic analysis with the ability to link back to the County's system on arrests, offenses and calls for service. Show hot spots and have the ability to drill down on specific events (day, time, deputy, crime type, etc.)	Accurint Virtual Crime Center – Enterprise access Accurint Crime Analysis – Enterprise access Accurint for LE, LE+ and Mobile – Agency-wide access	Total yearly subscription (including implementation & database interface maintenance)	\$16,800 Year 1 \$16,800 Year 2
1	1	Provide a community crime mapping system to include reports with the ability to query by: <ul style="list-style-type: none"> • Specific details • Date/time • Data • Location (city, contract area, service area, schools, urban growth boundary, specific address all with optional radius around) 	Community Crime Map – Public-facing portion of ACA		No additional cost.
				Total Price:	\$33,600

* Additional database translations are billed at \$600.00 per translation.

** Should the County extend its term with LexisNexis, a 3% price increase shall be applied to the annual cost in years 3, 4 and 5.

LexisNexis Functionality

Accurint Virtual Crime Center (AVCC)

For generations, law enforcement agencies have faced the challenge of uncovering connections from disparate records and touchpoints across various jurisdictions. Geographic mobility and separated information repositories can make it difficult to gain a full portrait of the average individual – even more so a criminal or fraudster who intentionally games the system to his or her advantage. For example:

- Each year, nearly 12% of the U.S. population moves – more than 35 million Americans.
- Many regions have thousands to millions of visitors who go in and out of their jurisdictions.
- Regional and national law enforcement systems do not link people, places, vehicles, and phones.
- Most law enforcement officials have 10 or more logins to different information systems.





AVCC is designed to directly address this challenge. It is a next-generation policing platform for COMPSTAT, analytics, crime analysis, and investigations that builds upon a decades-long LexisNexis tradition of helping law enforcement obtain actionable insights from "big data."

This solution links billions of public records to agency-provided data in a cross-jurisdictional information exchange to provide law enforcement with unprecedented visibility into crime in their own jurisdiction and around the country. Linking across data types delivers a more comprehensive view into an identity. It helps law enforcement agencies more efficiently and effectively:

With one search, you can scour your own RMS and billions of identity data records to discover non-obvious connections and generate leads.

- Target investigations
- Identify patterns
- Predict upcoming events
- Deploy resources more efficiently

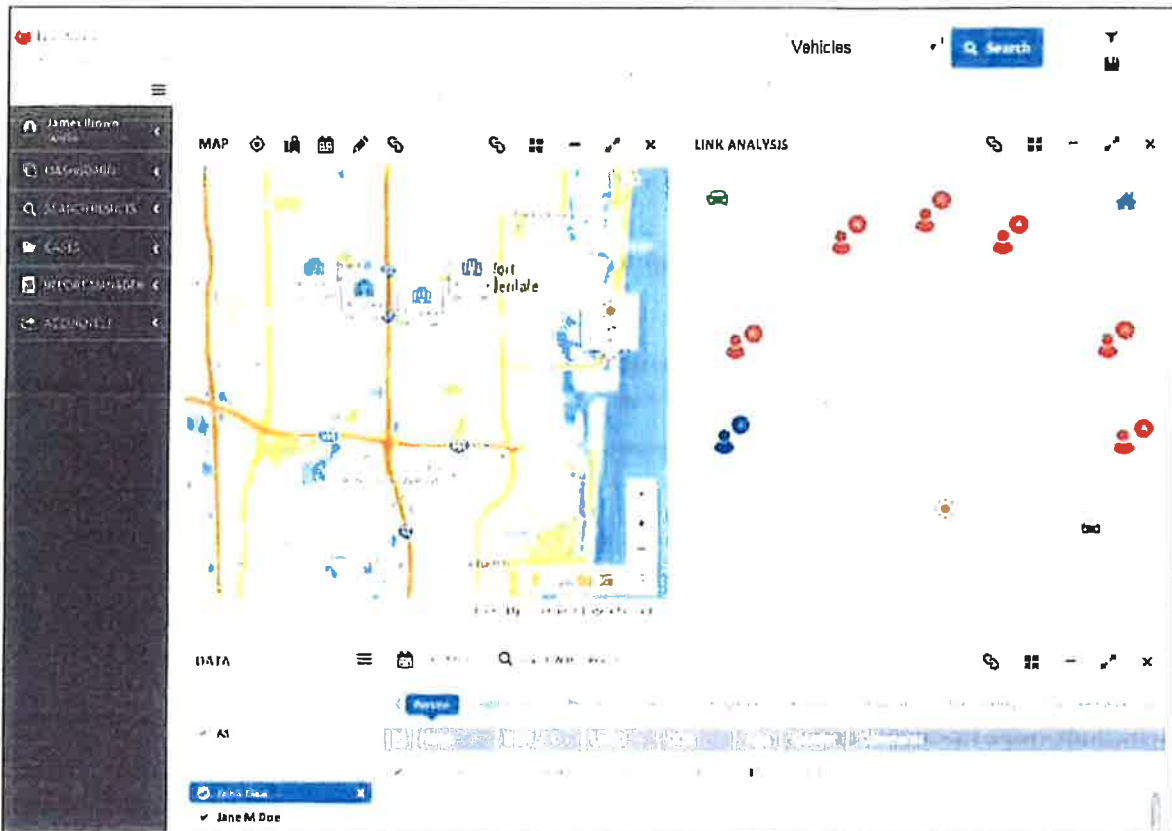
Accurint® Virtual Crime Center

	+		+		=	
Agency Data Linked with Public Records		National Map of Crime		Data Analytics for Entire Agency		Accurint Virtual Crime Center
<p>Cross-jurisdictional agency data linked to identity data from 10,000+ sources using LexID®</p>		<p>Agency data from across the country including:</p> <ul style="list-style-type: none"> • Crime Incident data • RMS/CAD • Offender Data • Crash Data • License Plate Reader 		<p>Custom dashboards for analysts, directors and investigators</p> <ul style="list-style-type: none"> • Industry leading Visual Analytics • Predictive Policing tools 		<p>People, Places, Vehicles PRE-LINKED</p> <ul style="list-style-type: none"> • Complete picture of an Identity, Location or Vehicle • Lead Generation

Above: AVCC Capabilities. Elevate your investigative effectiveness with cross-jurisdictional insights and analytics that provide greater insight into suspects and crime trends.

Criminals have no boundaries

AVCC provides agencies with a view beyond their own jurisdictions into regional and nationwide crime data. To predict and solve crime patterns, you need visibility not just to the jurisdiction next door, but across the country. The ability to view information such as crime incident data, CAD, offender data, crash data, and license plate readers in the same place assists in resolving and preventing crimes in a timely manner.



Above: Sample Crime Data with Link Analysis. Quickly link public safety and public record associations.

Finding the “who” in an investigation

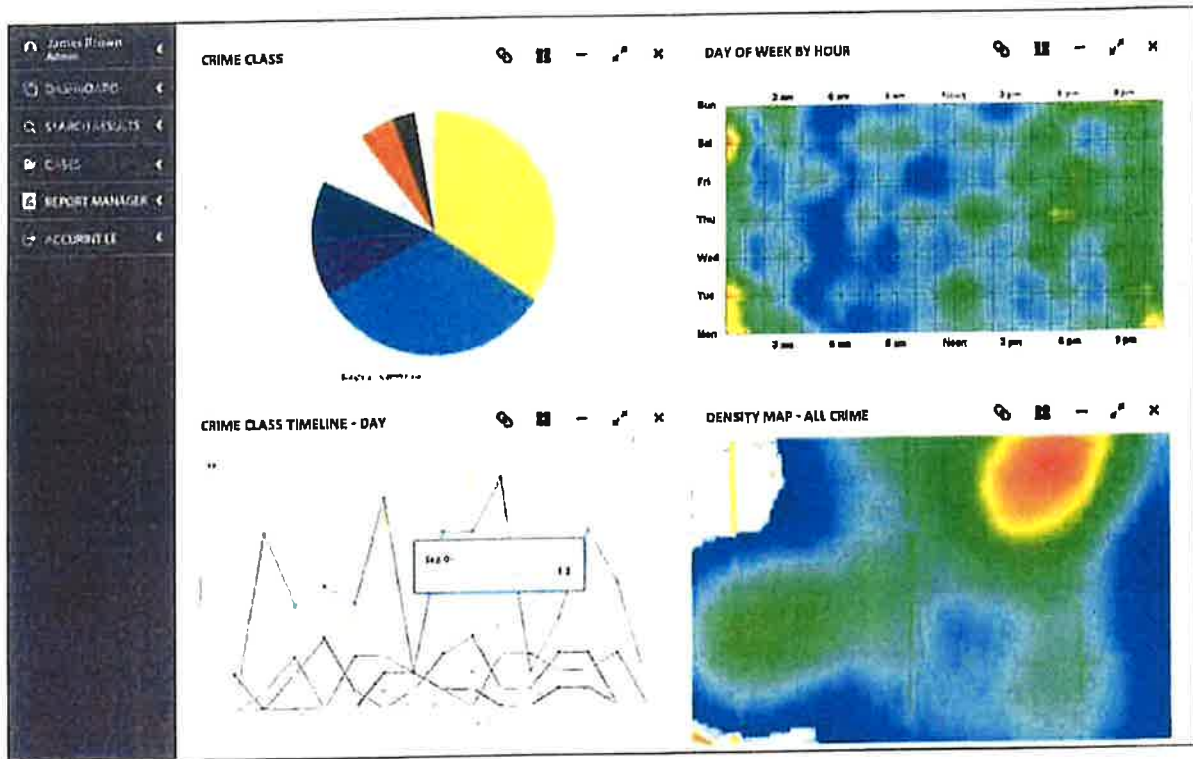
Uncovering and locating key individuals is vastly simplified through AVCC. By adding our proprietary linking technology, LexID®, to agency data, you have cross-jurisdictional agency data linked to identity information from over 10,000 sources. This gives your agency the ability to disambiguate RMS records, find non-obvious connections, and generate leads with one search.

AVCC combines data from these disparate sources into a seamless, standardized data set that makes it easy to view, analyze, and share data between departments. It is updated through an automated data feed that works with any CAD or RMS. The extracted data is saved locally within the agency, then pushed into our system. It is never directly connected to a law enforcement data system.

Flexible views for all users within an agency

Design your dashboard for your role within the agency. Whether you are a part of a command staff, supervisor, investigator, or analyst, you can search across all your own data and public records information while using predictive policing and analytics capabilities. AVCC can replace

multiple tools agencies currently use for public records, data analytics and social media, allowing all members of the agency to be more efficient across all cases through strong data analytics.



Above: Sample Director-Level View. Make more informed decisions about crime patterns, trends, and resource planning by leveraging more than 200 visualization and analytical features.

Graphs help you visualize crime patterns and trends across jurisdictional lines. Over 200 features let users analyze nearly every aspect of their agency's data. Crime hotspot maps and predictive analytics can be created with one click against any data on the map, even data spanning multiple jurisdictions.

Advanced analytical capabilities show how crime or calls for service have changed over time and across an area, so you can discover temporal trends within any set of data. AVCC can also be used to predict future hot areas – so you can place resources in the right place at the right time.

AVCC also includes Accurint Crime Analysis, and Accurint for Law Enforcement described below.

Accurint Crime Analysis (ACA)

Today's law enforcement agencies must be able to quickly view actionable intelligence on local, regional and national events. The ability to connect and analyze data from disparate law enforcement systems in a user-friendly system is critical for forward-thinking departments in order to **help prevent crime before it happens.**

The County can identify and analyze crime activity and patterns with ACA's predictive and analytical software and national mapping tools. Using strong technology, robust predictive crime analytics and national mapping tools, the County will be better equipped to make informed policing and resource deployment decisions when dealing with regional series, patterns and trends.

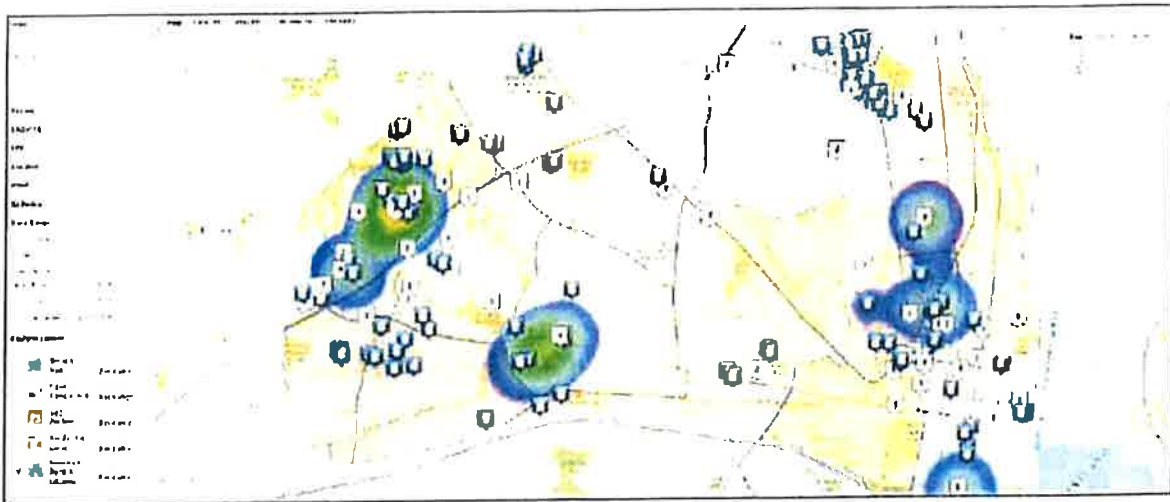
ACA is a secure online dashboard that enables crime data sharing, pattern analysis, crime mapping, predictive crime analytics and reporting for law enforcement. Users can view, analyze and download crime and call data from agencies in their region or even agencies across the nation. Crime data is automatically extracted and cleaned from disparate data sources to improve data quality standards and promote multiagency collaboration. It also provides law enforcement with dashboard analytics, mapping and reports to help analysts, investigators and decision makers striving for data-driven predictive policing decisions

The benefits of ACA for analysts and investigators include:

- 140 fields of data with narratives accessible anywhere
- View crime and calls for service trends across borders
- Create, schedule and disseminate reports to other users
- Conduct geographic crime analysis to narrow suspect list

The benefits of ACA for executives include:

- Predict where crime and calls for service will occur
- Compare and animate crime and calls for service hotspots over time
- Create and automate COMPSTAT and ad-hoc reports
- View over 100 graphs and charts using dashboard analytics



- ACA makes it easy to view, analyze and share critical crime data.

ACA combines data from disparate sources into a seamless, standardized data set that makes it easy to view, analyze and share critical information between departments. It is updated through an automated data feed that works with any CAD or RMS. The extracted data is saved locally within the agency, and then the data is pushed into the ACA system. The solution is never directly connected to a law enforcement data system.

The County can create meaningful graphs to help your analysts and investigators visualize crime patterns and trends across jurisdictional lines. With over 200 analytical features, ACA gives users the ability to analyze nearly every aspect of an agency's data. Crime hotspot maps and custom predictive policing analytics can be created with one click against any data on the map, even data spanning multiple jurisdictions.

The County can view how crime or calls for service have changed over time and across an area thanks to ACA's advanced analytical capabilities. Discover temporal trends within any set of data and gain the critical ability to predict future hot areas to deploy resources to where crime will happen. These predictive policing components **place resources in the right place at the right time**.

Another feature of ACA is the **public-facing community crime map**. This complimentary mapping platform facilitates automated, transparent communication between law enforcement and the public.

Accurint for Law Enforcement Plus (Accurint)

Accurint offers cutting-edge investigative technology that expedites the identification of people and their assets, addresses, relatives and business associates by providing instant access to a comprehensive database of public records that would ordinarily take days to collect. An

Solicitation Notice No. C25102-SO-191-17 "Crime Mapping Analysis"

Internet-based software product, it was developed by experienced law enforcement professionals to enable agencies to locate suspects, find missing children and quickly solve cases.

With Accurint you can:

- Locate people and discover associations
- Investigate businesses
- Uncover assets
- Visualize complex relationships
- Verify and uncover derogatory information regarding beneficiaries/recipients and providers



The LexisNexis data repository is the most comprehensive on the market – containing 65 billion records. LexisNexis takes in data from more than 10,000 current and historical sources including more than 2.5 million new records every day. Combined, this equates to over 770 million unique identities, or approximately 300% more than any other vendor.

This vast data collection will supply the responses to the County's investigative inquiries. LexisNexis refines, links, and fuses data using high-performance computing technology, patented algorithms, and precise analysis to deliver a single, consolidated view of each unique identity in our database with a 99.9% confidence level.










Accurint's powerful reporting feature explores the connections between individuals, relatives, associates and businesses. Short and comprehensive reports are available through Accurint. Report types include: assets, address, business, bankruptcy, civil courts, criminal records, death records, liens & judgments, property assessment, property deed, watercraft, summary report,

finder report, and comprehensive report. Users may also customize reports to include specific types of information. The County can also tap into a variety of news sources via Accurint.

The County can access Accurint through the desktop client or a user-friendly web application. Or choose mobile access and put the power of public records to work in the field too.

A Snapshot of Available LexisNexis Databases

Selected areas covered by LexisNexis data:


	Consumer Data		Contact Information		Business & Employment
	Real Property		Assets		Licenses
	Legal Records		Derogatory Data		And More

65+ billion public and proprietary records of current and historical information on:

- People
- Addresses & Address Type
- Death Records
- AKAs & Alternative Names
- Deeds & Mortgages
- Utility & Resident Services Files
- Relatives & Associates
- Real Property Assessments
- Social Security Numbers (SSN)
- Phones (landline, cell, VoIP)
- Drivers Licenses
- Businesses
- E-Mail Addresses
- Vehicle Records
- Voter Registrations

Selected highlights of the breadth and depth of LexisNexis data:

- **9.4 billion unique name/address combinations** that we map to hundreds of millions of unique identities by cross-linking data, removing deceased persons, etc.
- **Nationwide SSA death records for 153 million individuals**, supplemented by from individual state death repositories
- **More than a billion current and historical residential, business, and combined-use phone numbers, including 788.5 million phone numbers not currently found in Electronic Directory Assistance.**
- **4.3 billion records of past and present real property data covering nearly 95% of the U.S. population base.**

 LexisNexis covers all states and more of the U.S. population by drawing upon an unrivaled public records collection that is compiled from a large and diverse array of sources. The LexisNexis public records collection covers dozens of categories and hundreds of jurisdictions.

Accurint searches for public records information through full text and forms-based searching. You may also drill down and browse for additional information within search results.

Advanced Person Search

Last Name	First Name	Middle Name
<input type="checkbox"/> Include similar-sounding names	<input type="checkbox"/> Strict Search	<input type="checkbox"/> Include name variations
DOB	SSN	LexID
Street Address	City	State
ZIP Code	Radius (miles)	Date First Seen - Date Last Seen
<input checked="" type="checkbox"/> Hide Additional Subject Information Fields		
Driver License #	Driver License State	County
		Age Min - Age Max
Other Last Name	Other City	Other State
		Other State
Relative First Name	Other Relative First Name	

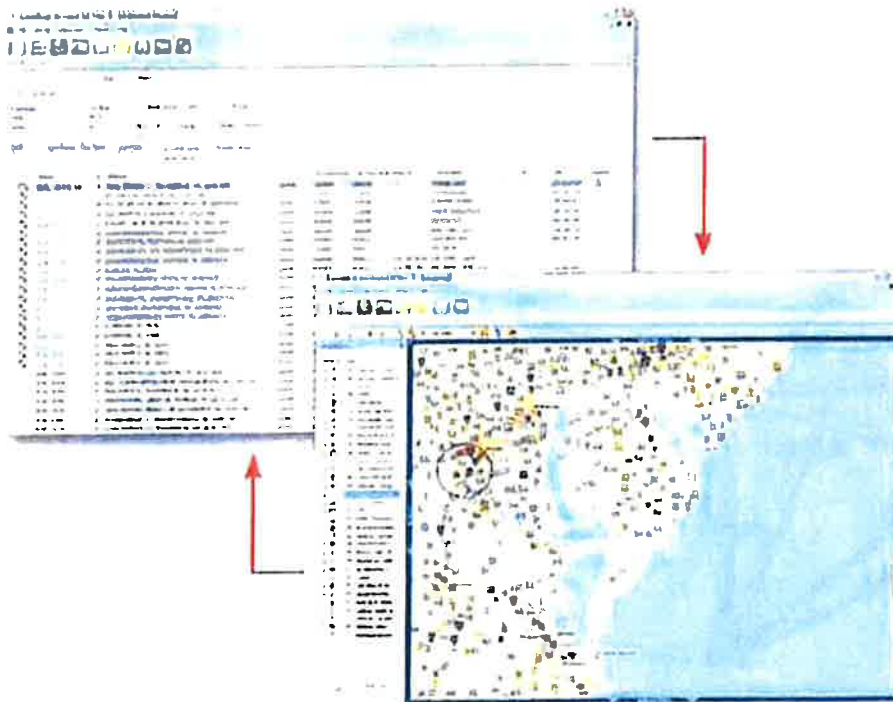
- Above: Accurint's Advanced Person Search Screen. Even if you have partial or missing information about an individual, researching is easy with Accurint form-based searching technology.

Accurint Advantages

Accurint for Law Enforcement Plus is a powerful investigative tool used by thousands of government agencies across the country, assisting them with enforcing laws and regulations, fighting fraud and providing citizen-centric services.

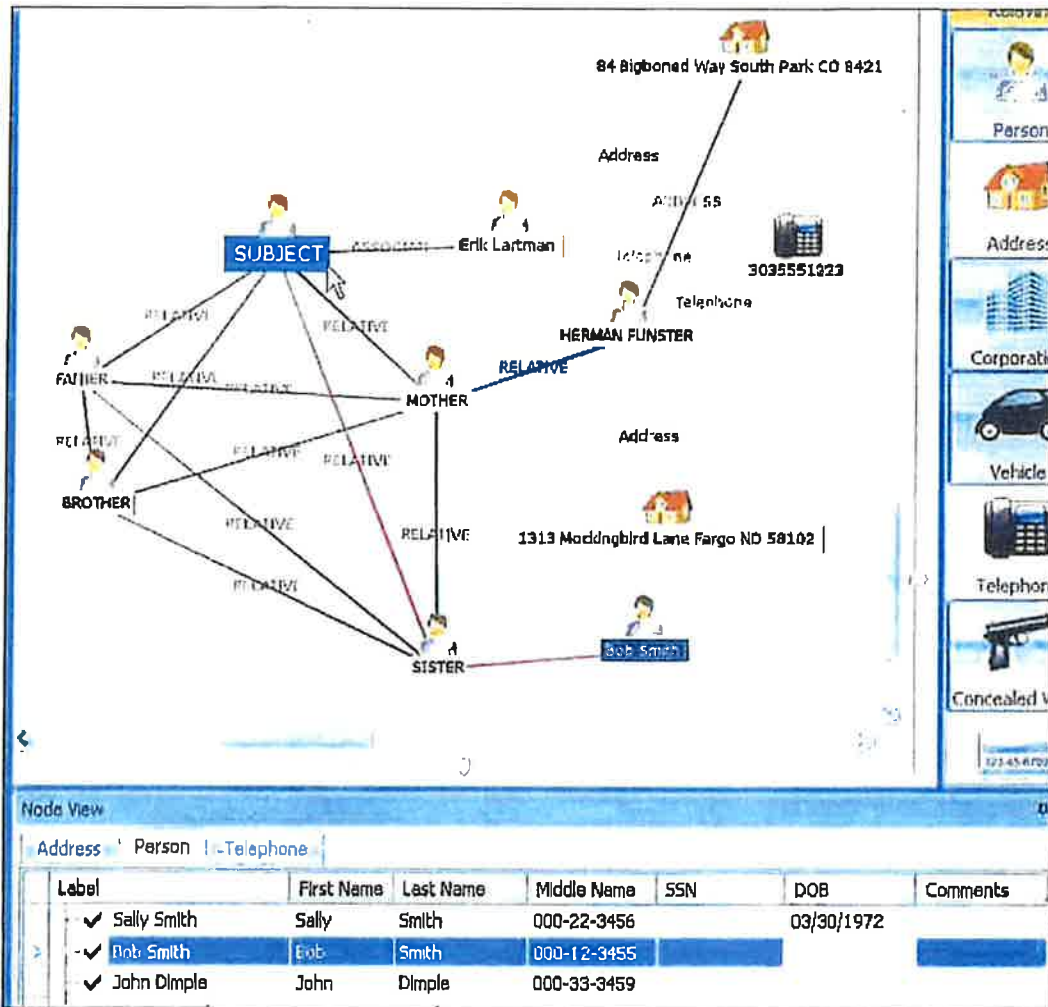
County investigators can perform their jobs more efficiently and effectively thanks to Accurint's advanced data linking technology that instantly gathers and analyzes current, comprehensive and authoritative public records information.

Solicitation Notice No. C25102-SO-191-17 "Crime Mapping Analysis"



- Above: Accurint includes Advanced GIS Mapping allows you to link information to locations to see geo-spatial relationships between people and addresses. With the ability to overlay data onto a map, you gain a better understanding of how entities are related or interconnected. Mapping tools enable you to seamlessly drag search results into "real-time" windows to display the location of people, businesses, infrastructure and more.

Solicitation Notice No. C25102-SO-191-17 "Crime Mapping Analysis"



• Above: Accurint makes it easy to visualize connections between people, businesses, property, and more.

Attachment A

ATTACHMENT A: OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: LexisNexis Risk Solutions FL Inc.

ADDRESS: 100 Alderman Drive, Alpharetta, GA 30005

PHONE NUMBER: (678) 694-6000 WEB SITE: www.lexisnexis.com/risk

TAXPAYER ID NUMBER: 41-1815880 DATE/STATE OF INCORPORATION: 12/31/1994 MN

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other _____

CCB/CERTIFICATION/LICENSE NUMBER: N/A

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of _____ [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110; "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (f);
4. Any false statement may disqualify this offer from further consideration or because of contract termination; and
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Solicitation Notice No. C25102-SO-191-17 "Crime Mapping Analysis"

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature Tiffany Esquino Date 7/28/2017

Print Name & Title Tiffany Esquino, LexisNexis Strategic Account Manager

Contact Person for this procurement: Tiffany Esquino

Phone (949) 715-9715 Email Tiffany.Esquino@lexisnexisrisk.com

Contractual Matters

LexisNexis Risk Solutions FL Inc. and its Affiliates ("Contractor" or "LN")
Supplemental Document To Request for Quote ("RFQ")
Issued By
Marion County (a political subdivision of the State of Oregon) ("County")

LexisNexis respectfully submits its response to the above with the following general exceptions:

A. Use of Similar Existing or Previous Agreement Terms

If Contractor is selected by County in connection with the response to the RFQ and any other document issued by County with the RFQ (collectively referred to as the "RFQ Documents") for which Contractor would supply its services ("LN Services"), Contractor shall be able to provide the LN Services under similar terms of the existing Risk & Information Analytics Group Application & Agreement – Government Agencies, signed on July 9, 2007 (the "Agreement"). To the extent the existing Agreement does not contain the necessary terms needed for LN Services, Contractor includes the separately attached supplemental documents, which include the LexisNexis Risk Solutions Government Application & Agreement, LexisNexis Master Terms and Conditions, the Non-FCRA Addendum to the LexisNexis Master Terms & Conditions, and the Non-FCRA Permissible Purpose Certification (collectively, the "Contractor's Terms and Conditions"), that are specifically tailored for the provision of the types of services and regulations being contemplated by County's RFQ, unless otherwise expressly agreed in writing by County and Contractor.

B. Supplemental Documents to RFQ (Contractor's Terms and Conditions)

- 1) LexisNexis Risk Solutions Government Application & Agreement
- 2) LexisNexis Master Terms and Conditions
- 3) Non-FCRA Addendum to the LexisNexis Master Terms & Conditions
- 4) Non-FCRA Permissible Purpose Certification

Attachment II: Crime Analysis Account Setup Worksheet
(see attached)



Crime Analysis Account Setup Worksheet Only fully completed worksheets will be accepted.

(1) Agency Information

Type of Agency (Circle/Highlight One) Federal Government Federal Law Enforcement State Government
 State Law Enforcement Local/Municipal Law Enforcement

ORI Number:

Number of Sworn Officers:

Agency Name Marion County Sheriff's Office

Agency Address 100 High Street NE, P.O. Box 14500

City Salem

County: Marion

State Oregon

Zip 97309

Main Agency Phone Number 503-588-5094

Main Contact Name Lt. Chris Baldrige

Main Contact Phone 503-588-7916

Main Contact Email jcbaldrige@co.marion.or.us

Technical Contact Name Dan Myrick

Technical Contact Phone 503-576-7122

Technical Contact Email dmyrick@co.marion.or.us

Choose One: Sheriff

Police Department

Website: co.marion.or.us

IP Address or Range 199.48.38.198

(2) Do your addresses contain cities?

YES (Example: "150 S. Broadway, Denver")

NO (Example: "150 S. Broadway")

(3) Record Management System

Records Management System (RMS) Name and Version:

LOCK WORKS

(4) Translation Services required (Enter all that apply)

- CAD
 RMS
 LPR
 CRASH
 Offender
 Other:

(5) Check any crime categories that you will NOT be sharing with the public

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Homicide | <input type="checkbox"/> Motor Vehicle Theft | <input type="checkbox"/> Burglary from Vehicle |
| <input type="checkbox"/> Attempted Homicide | <input type="checkbox"/> Arson | <input type="checkbox"/> Disorderly Conduct |
| <input checked="" type="checkbox"/> Death Investigation | <input type="checkbox"/> DUI | <input type="checkbox"/> Alcohol |
| <input checked="" type="checkbox"/> Sexual Assault | <input type="checkbox"/> Drugs | <input type="checkbox"/> Traffic |
| <input checked="" type="checkbox"/> Sexual Offense | <input type="checkbox"/> Vandalism | <input type="checkbox"/> Weapons |
| <input type="checkbox"/> Robbery Commercial | <input type="checkbox"/> Robbery Individual | <input type="checkbox"/> Aggravated Assault |
| <input type="checkbox"/> Shoplifting | <input type="checkbox"/> Theft | <input type="checkbox"/> Simple Assault |
| <input type="checkbox"/> Burglary Commercial | <input type="checkbox"/> Burglary Residential | <input type="checkbox"/> Fraud |
| <input type="checkbox"/> Other Criminal | <input type="checkbox"/> Other Non-Criminal | <input type="checkbox"/> Theft Other |

(6) Anonymous Tips

<p style="text-align: center;">Include Anonymous Tips- Your agency can add the anonymous tip feature to Community Crime Map and receive emailed tips.</p>	<p>Yes, I would like anonymous tips on Community Crime Map. Please include the point of contact at your agency that will receive the anonymous tips.</p> <p><input checked="" type="checkbox"/></p>
Main Contact Name:	Lt. Chris Baldrige
Title:	Lieutenant, Public Information Officer
Main Contact Email:	cbaldrige@co.marion.or.us
Main Contact Phone:	503-588-7916

**Attachment III: Accurint Virtual Crime Center Online “Schedule A”
(see attached).**

Attachment III

LexisNexis Risk Solutions

SCHEDULE A Accurint Virtual Crime Center Online (Subscription)

Customer Name: Marion County Sheriff's Department
Billgroup #: _____
LN Account Manager: Tiffany J. Esquino

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 60 months beginning March 1, 2018 and ending February 28, 2023 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN an AVCC subscription fee ("AVCC Annual Subscription Fee") as indicated in the below Price Table which shall be invoiced in 12 equal monthly installments. The AVCC Annual Subscription Fee shall include 3 Database Interfaces, unlimited use of Accurint Crime Analysis, Accurint for Law Enforcement Plus (as further described in Section 2.3) and Accurint for Law Enforcement Mobile.

"Price Table"		
Period	AVCC Annual Subscription Fee	Monthly Installment
March 1, 2018 – February 28, 2019	\$16,800.00	\$1,400.00
March 1, 2019– February 29, 2020	\$16,800.00	\$1,400.00
March 1, 2020 – February 28, 2021	\$17,304.00	\$1,442.00
March 1, 2021 – February 28, 2022	\$17,823.12	\$1,485.26
March 1, 2022 – February 28, 2023	\$18,357.82	\$1,529.82

2.2 Accurint for Law Enforcement Plus Premium Features: Email, Real Time Phones, Real Time MVR and Virtual Identity Search and Report.

2.3 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.2.

2.4 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business Report

Comprehensive Healthcare Provider Report
Court Search Wizard
Dun & Bradstreet Search
DE Corporation Search and Report
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Virtual Identity Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 1, 2018**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

AGREED TO AND ACCEPTED BY: Marion County Sheriff's Department

Signed: [Signature]
Name: Thom M. Clouston
Title: Undersheriff
Date: 8.14.18

AGREED TO AND ACCEPTED BY: LexisNexis Risk Solutions FL Inc.

Signed: [Signature]
Name: Haywood Talcott
Title: CEO LNRI
Date: September 4, 2018

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Accurint for Law Enforcement Plus
(Updated April 27, 2017)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	PRICE
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$0.00
Aerial Imaging	\$3.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report	\$0.00

National UCC Filings (Report Included)	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News	\$0.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00

Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Internet Domain Names	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00

-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Online Batch	
Batch Person Search	\$0.50
Batch Telephone	\$0.10

Accurint for Law Enforcement
(Updated August 3, 2017)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00

Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search	\$0.25
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Report	\$0.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00

Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00

-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00

-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00

-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Accurint for Law Enforcement Mobile
(Updated January 12, 2017)
(Plan 44)

PRICE SCHEDULE	
FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Business Search	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Motor Vehicles Report	\$0.00
Phones Plus	\$0.50
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.00
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00

-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00

**Attachment IV: LexisNexis Risk Solutions Government Application & Agreement
(see attached)**

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency: Marion County Sheriff's Office	Main phone number for address*: 503-588-5094 *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number: NA	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 100 High Street NE, Salem OR, 97301	Previous address if at the current address less than 6 mos: NA
Website address: co.marion.or.us	External Agency IP Address (https://www.whatismyIP.com): 199.48.38.198
External Agency IP Range – From: 199.48.38.198	External Agency IP Range – To: 199.48.38.198
Agency information:	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Other (please explain):	<input type="checkbox"/> Local/Municipal Government <input checked="" type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name): Chris Baldrige	Title: Lieutenant
E-Mail Address: cbaldrige@co.marion.or.us	Admin IP Address: 199.48.38.198
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip): 100 High St. NE, Salem, OR 97301	Administrator Date of Birth: 2/6/78
Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/> Lauralee Probert	Title: Contract Specialist
Billing Address (street, city, state, zip): P.O. Box 14500, Salem, OR 97309	Telephone: 503-584-4734
E-Mail Address: lprobert@co.marion.or.us	Sales Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes -- please provide proof of exemption
Do you require a PO number on invoice: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name: Marion County Sheriff's Office	Contact: Chris Baldrige
Business Address (street, city, state, zip): 100 High St. NE, Salem, OR 97301	Contact Phone Number: 503-588-9716
E-mail Address: cbaldrige@co.marion.or.us	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name: Chris Baldrige	Contact Phone: 503-588-9716
Contact Email Address: cbaldrige@co.marion.or.us	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at <http://www.lexisnexis.com/risk/masterterms/government> and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I **HEREBY CERTIFY** that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature: 	Date Signed: 5/8/10
Applicant Name: Chris Baldrige	Title: Lieutenant

**Attachment V: Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis
Community Crime Map Addendum
(see attached)**

Accurint Virtual Crime Center Addendum

This Accurint Virtual Crime Center Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the customer identified below ("Customer") and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting (the "Customer Data Contribution").
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
 - e. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer.

Name: Chris Baldrige
Title: Lieutenant
Address: P.O. Box 14500
Salem, OR 97309
Phone: 503-588-7916
Fax: _____
Email: cbaldrige@co.marion.or.us

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.
- g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by LN.
2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): OR0240000

CUSTOMER: Marion County Sheriff's Office

Signature: 

Print: LT. CHRIS BALDWIN

Title: LIEUTENANT

Date: 8/14/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.