

**AGREEMENT**

**BETWEEN THE**

**CITY OF SAN DIEGO**



**AND**

**LexisNexis Coplogic  
Solutions, Inc.**

**TO PROVIDE SOFTWARE,  
MAINTENANCE AND  
SUPPORT FOR THE  
LEXISNEXIS DESK  
OFFICER REPORTING  
SYSTEM (DORS) AND  
LEXISNEXIS  
eCOMMERCE SERVICES**

## AGREEMENT

This Agreement (Agreement) is entered into by and between the City of San Diego, a municipal corporation (Agency), and LexisNexis Coplogic Solutions, Inc. (Provider).

### RECITALS

- A. Agency wishes to retain Provider to provide software, maintenance, and support as further described in the Scope of Work, attached hereto as Exhibit A.
- B. Provider has the expertise, experience, and personnel necessary to provide the Services.
- C. Agency and Provider (collectively, the “Parties”) wish to enter into an agreement whereby Agency will retain Provider to provide the Services.
- D. This Agreement is exempt from competitive bidding requirements pursuant to San Diego Municipal Code (SDMC) section 22.3208(d) because the Purchasing Agent has certified that the award of a sole source contract is necessary under SDMC section 22.3016(a).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, Agency and Provider agree as follows:

### ARTICLE 1 PROVIDER SERVICES

**1.1 Scope of Services.** Provider shall provide the Services to the Agency as described in Exhibit A, Scope of Work, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Police (Department) is the Contract Administrator for this Agreement. Provider shall provide the Services under the direction of a designated representative of the Department as follows:

Rebeca Sutterfield  
Program Coordinator  
1401 Broadway, San Diego, CA 92101  
MS704A  
619-531-2393  
bsutterfield@pd.sandiego.gov



**1.3 General Contract Terms and Provisions.** This Agreement incorporates by reference the Exhibit A Scope of Work, General Contract Terms and Provisions, attached hereto as Exhibit B, Attachment 1 (LexisNexis Law Enforcement Agreement), Attachment 2 (LexisNexis Desk Officer Reporting System Order), Attachment 3 (LexisNexis eCommerce Services Order), Attachment 4 (Data Privacy Principles) and Attachment 5 (LexisNexis Command Center End User License Agreement).

**1.4 Submittals Required with the Agreement.** Provider is required to submit all forms and information delineated in Exhibit C before the Agreement is executed.

## **ARTICLE 2 DURATION OF AGREEMENT**

**2.1 Term.** This Agreement shall be for 5 years beginning on the Effective Date. Unless otherwise terminated, this Agreement shall be effective until completion of the Scope of Services or five years, whichever is earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement and approved by the City Attorney in accordance with San Diego Charter Section 40 (Effective Date).

## **ARTICLE 3 COMPENSATION**

**3.1 Amount of Compensation.** Agency shall pay Provider for performance of all Services rendered in accordance with this Agreement in an amount not to exceed \$58,000 or the amount referenced in the Purchase Order.



## **EXHIBIT A SCOPE OF WORK**

### **A. OVERVIEW**

The citizen online police reporting system utilized by the San Diego Police Department is a system used to create workflow efficiencies, reduce wait times for citizens needing to report a crime, and reduce the number of report calls officers have to respond to.

The system uses the Agency's web services and LexisNexis systems. The LexisNexis systems are Coplogic and DORS (Desk Officer Reporting System). Coplogic is a suite of web-based tools LexisNexis has created for law enforcement use. DORS is a component of the overall Coplogic system.

The Police Department utilizes the DORS system to allow citizens to report a predetermined set of crimes online through the Agency web page. This reduces the number of officers responding to report only calls and allows them to be available for other types of calls for service. In addition, the DORS provides citizens an option to file police reports online without waiting for an officer to respond to their location.

Coplogic transmits the approved report to the police department's records management system (NetRMS). NetRMS uses the location and beat of the report and transfers the report to the area station where the crime occurred for detective follow-up as needed.

The LexisNexis DORS and Coplogic is the Department's incumbent system and is used by numerous police agencies in California.

### **B. REQUIREMENTS AND TASKS**

Provider shall provide operational support and maintenance for the LexisNexis DORS (Desk Officer Reporting System) in accordance with the terms described in the following attachments:

- Attachment 1, Section 3 2021 - Coplogic Solutions & San Diego CA PD - LEA
- Attachment 2, 2021 - Coplogic Solutions & San Diego CA PD Order 1 DORS
- Attachment 3, C-2021 - Coplogic Solutions & San Diego CA PD Order 2 eCommerce



**THE CITY OF SAN DIEGO**

**EXHIBIT B**

**GENERAL CONTRACT TERMS AND PROVISIONS APPLICABLE TO  
GOODS, SERVICES, AND CONSULTANT CONTRACTS**

**AS MODIFIED AND AGREED BETWEEN THE PARTIES**

## **ARTICLE I SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the Agency and a provider of goods and/or services (Provider) is described in the Contract Documents. The Contract Documents are comprised of this Exhibit B (General Contract Terms and Provisions), The Agreement to Provide Software, Maintenance and Support for the Coplogic Solution, Attachment 1 (LexisNexis Law Enforcement Agreement,) and Attachment 2 (LexisNexis Desk Officer Reporting System Order), Attachment (LexisNexis eCommerce Services Order), Data Privacy Principles (Attachment 4). and EULA (Attachment 5). The Contract Documents represent the entire Agreement of the Parties and supersede all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including the terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Notwithstanding the foregoing, this Agreement's terms shall control over the terms of the End User License Agreement. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

**1.2 Effective Date.** A contract between the Agency and Provider (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The Agency may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the Agency may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Provider shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Provider Performance Evaluations.** The Contract Administrator will evaluate Provider's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. Agency will provide Providers who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. Agency may consider final evaluations, including Provider's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the Agency shall be sent to:

Purchasing Agent  
Agency of San Diego, Purchasing and Contracting Division  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195



## **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Provider will be paid for services provided in accordance with the terms and provisions specified in the Contract.

### **3.2 Invoices.**

**3.2.1 Invoice Detail.** Provider's invoice must be on Provider's stationary with Provider's name, address, and remittance address if different. Provider's invoice must have a date, an invoice number, a purchase order number if provided by Agency in advance, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 [RESERVED]**

**3.2.4 [RESERVED]**

**3.2.5 Extraordinary Work.** Agency will not pay Provider for extraordinary work unless Provider receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Provider will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 [RESERVED]**

**3.3 Annual Appropriation of Funds.** Provider acknowledges that the Contract term may extend over multiple Agency fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Agency is not obligated to pay Provider for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Provider's written request and justification, the Agency may approve an increase in unit prices on Provider's pricing pages consistent with the amount requested in the justification in an amount not to exceed 5.0%, Provider must provide such written request and justification no less than sixty days before the date in which Agency may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change Agency's approval of this request must be in writing.

## ARTICLE IV SUSPENSION AND TERMINATION

**4.1 Agency's Right to Suspend for Convenience.** Agency may suspend all or any portion of Provider's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. Agency must first give ten (10) days' written notice to Provider of such suspension. Agency will pay to Provider a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. Agency may rescind the suspension prior to or at six (6) months by providing Provider with written notice of the rescission, at which time Provider would be required to resume performance in compliance with the terms and provisions of this Contract. Provider will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 Right to Terminate for Convenience.** Either Party may, at its sole option and for its convenience, terminate this Contract by providing written notice of such termination to the other Party Provider at least thirty (30) days prior to the end of the Contract or applicable Order term. The termination of the Contract shall be effective upon receipt of the notice by the other Party. After termination of all or any portion of the Contract by the Agency, Provider shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Provider's affected performance under the Contract. After filing of documents and completion of performance, Provider shall deliver to Agency all meta data, PDFs of stored reports, logs, and such other information and materials created or received by Provider in performing this Contract, whether completed or in process.

**4.3** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

**4.4 Right to Terminate for Default. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement.** Either Party's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a (1) failure by Provider to deliver goods and/or perform the services of the required quality or within the time specified; (2) failure of either Party to perform any of the obligations of this Contract including failure to not attempt to resolve invoice discrepancies or payment of fees that are delinquent for more than 5 months the nonpayment of fees; and (3) failure of either Party to make sufficient progress in performance which may jeopardize full performance.

**4.4.1** If either Party fails to satisfactorily cure a default within thirty (30) calendar days of receiving written notice from Agency specifying the nature of the default, the non-breaching Party may immediately cancel and/or terminate this Contract, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

**4.4.2** If Agency terminates this Contract for cause or for default, in whole or in part, Agency may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services. Provider shall also continue performance to the extent not terminated.

**4.5 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Provider files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the Agency may at its option and without further notice to, or demand upon Provider, terminate this Contract, and terminate each and every right of Provider, and any person claiming rights by and through Provider under this Contract.

**4.6 Effect of Termination.** Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors with written preapproval from the Agency in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

**4.6.1 Termination for Convenience.** If the termination is for the convenience of Agency an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.6.2 Termination for Default.** If, after Agency gives notice of termination for failure to fulfill Contract obligations to Provider, it is determined that Provider had not so failed, the termination shall be deemed to have been effected for the convenience of Agency. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. Agency's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.7 Remedies Cumulative.** A Party's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which a Party may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL PROVIDER OBLIGATIONS**

**5.1 [RESERVED]**

**5.2 [RESERVED]**

**5.3 Responsibility for Damages.** Provider is responsible for all damage to people and/or property that occurs as a result of Provider's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Provider shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The Agency, in its sole discretion, may extend the time for delivery. The Agency may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Provider must immediately notify Agency in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. Agency may terminate this Contract as provided herein if Agency, in its sole discretion, determines the delay is material.

**5.5.1 Force Majeure.** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, neither Party will be liable for any delay or failure to perform its obligations hereunder. Agency may allow Provider to a reasonable extension of time to complete performance, but Provider will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by Agency. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather, pandemic, act of God (severe, unanticipated natural event for which no human is responsible) riot, terrorism, or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between Agency and Provider. This provision does not apply to a delay caused by either Party's acts or omissions. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order and Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination. Provider is not entitled to an extension of time to perform if a delay is caused by Provider's inability to obtain materials, equipment, or labor unless Agency has received, in a timely manner, documentary proof satisfactory to Agency of Provider's inability to obtain materials, equipment, or labor, in which case Agency's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Provider shall immediately notify Agency in writing of any regulations or restrictions that may or will require Provider to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. Agency reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the Agency.

**5.7 Limitation of Warranty** FOR PURPOSES OF THIS SECTION, “**PROVIDER**” INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. EXCEPT AS DESCRIBED IN THIS SECTION BELOW AND SECTION 6.6, THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

**5.8 Industry Standards.** Provider shall provide goods and/or services acceptable to Agency in strict conformance with the Contract. Provider shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by Agency, the Mayor, or other representative of Agency is required, it is understood to be general approval only and does not relieve Provider of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Provider shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by Agency under this Contract. Provider shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of Agency, including the Purchasing Agent or designee. Provider shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as Agency deems necessary. If records are not made available within the City or County of San Diego, Provider shall pay Agency’s travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Provider must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Provider shall request approval from Agency prior to subcontracting any service. If Provider subcontracts, Provider shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the Agency.

**5.10 Quality Assurance Meetings.** Upon Agency’s request, Provider shall schedule one or more quality assurance meetings with Agency’s Contract Administrator to discuss Provider’s performance. At the quality assurance meeting(s), Agency’s Contract Administrator will provide Provider with feedback, will note any deficiencies in Contract performance, and provide Provider with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by Agency will depend upon Provider’s performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, upon adequate prior written notice, and for purposes of performing his responsibilities under Charter section 39.2, review Provider’s records, during regular business hours, to confirm contract compliance. Provider shall make reasonable efforts to cooperate with Auditor’s requests ,and shall provide Agency with reasonable access to relative records as Agency may reasonably require for such purpose subject to Provider’s contractual obligations with its customers and vendors and compliance with governing state and federal laws, regulations and acts. Agency agrees to abide by all security policies and other applicable policies of Provider in conducting such audits.

**5.12 Provider Audit Rights.** Agency understands and agrees that, in order to ensure Agency’s compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider’s obligations under its contracts with its data providers, and Provider’s internal policies, Provider may conduct periodic reviews of Agency’s use of the Services and may, upon reasonable notice, audit Agency’s records, processes and procedures related to Agency’s use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within fifteen (15 ) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider may be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency’s use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies. Agency may have the opportunity to cure the violation based on Provider’s sole discretion.

**5.12 [RESERVED]**

**5.13 [RESERVED]**

**5.13. Criminal Background Certification.** Provider certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Provider further certifies that all employees hired by Provider or a subcontractor shall be free from any felony convictions.

**5.13.2 [RESERVED]**

**5.14 Standards of Conduct.** Provider is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the Agency.

**5.14.1 [RESERVED]**

**5.14.2 [RESERVED]**

**5.14.3 Removal of Employees.** Agency may request Provider immediately remove from assignment to the Agency any employee found unfit to perform duties onsite at the Agency. Provider shall comply with all such requests.

**5.15 Licenses and Permits.** Provider shall, without additional expense to the Agency, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed Providers to perform parts of the work.

**5.16 [RESERVED]**

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Provider or its employees, agents, or subcontractors, create from Agency data metadata, .pdfs of stored reports or logs (Deliverable Materials), subject to 6.3, all rights of Provider or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of Agency. Provider, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Provider's work on behalf of the Agency without prior written consent of Agency. Provider may not publish or reproduce any Deliverable Materials, for purposes unrelated to Provider's work on behalf of the Agency, without the prior written consent of the Agency.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Provider hereby assigns to Agency all of Provider's rights, title, and interest in and to the content of the Deliverable Materials created by Provider or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Provider shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the Agency or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the Agency, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Provider also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Intellectual Property Ownership.** Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

**Provider Works.** Provider Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Provider prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Provider after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Provider Works, and all modifications or derivatives of such Provider Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Provider.

**6.4 [RESERVED]**

**6.5 [RESERVED]**

**6.6 Software Licensing.** Provider represents and warrants that the software, if any, as delivered to Agency, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Provider shall provide best effort to guarantee that the application/service will function as designed without any technical issues that will impact the Agency's business operations and their end users for the duration of 90 calendar days from the date of application/service implementation. If a technical issue arises, the Provider will work to mitigate and resolve the technical issue as per the Issue Classification indicated below.



Provider will provide an Agency portal (if available), email address and phone number to submit tickets.

Issue Classification	Description	Targeted Response Time	Targeted Resolution*
Priority 1	The Provider’s services indicated in Attachments 2 and 3 is unusable or unavailable for all or most Agencies.	Within 1 hour	Less than 8 hours
Priority 2	The Provider’s services indicated in Attachments 2 and 3 are experiencing degradation or slowdowns for all or most Agencies.	1 Business Day	Less than 40 hours
Priority 3	The Provider’s services indicated in Attachments 2 and 3 are experiencing infrequent or minor problems of low impact for all or most Agencies.	3 Business Days	Less than 80 hours or in a time frame mutually agreed upon

\*Resolution time is a target but may not be possible with all reported issues depending on circumstances.

\*Enhancements are separate from Issue Classifications and will follow a mutually agreed upon delivery schedule

Provider further represents and warrants that all third party software, delivered to Agency or used by Provider in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Provider may not publish or reproduce any Deliverable Materials, for purposes unrelated to Provider’s work on behalf of the Agency without prior written consent from the Agency.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Provider shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Provider warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the Agency, and to defend, indemnify and hold harmless the Agency, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the Agency, Provider, or those furnishing goods, materials, supplies, or equipment to Provider under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Provider shall defend, indemnify, protect, and hold harmless Agency and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all third party claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Provider or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, , court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law by Provider in the performance of its obligations under this Agreement (ii) the gross negligence or willful misconduct of the Provider during the term of the Agreement; (iii) Provider's violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right as it relates to the Services. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Provider in writing of any claims or suits.. Provider's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising to the extent of the negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Provider, his agents, representatives, employees or subcontractors. Provider shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per or claim, \$2,000,000 aggregate.

If Provider maintains broader coverage and/or higher limits than the minimums shown above, Agency requires and shall be entitled to the broader coverage and/or the higher limits maintained by Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Agency.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Provider's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by Agency, its officers, officials, employees, or volunteers shall be excess of Provider's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation..** Each insurance policy required above shall provide that coverage shall not be canceled except with thirty (30) days' prior written notice to Agency by Provider.

**7.2.5.4 Waiver of Subrogation.** Provider hereby grants to Agency a waiver of any right to subrogation which the Workers' Compensation insurer of said Provider may acquire against Agency by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by Agency. Agency may require Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self- insured retention may be satisfied by either the named insured or Agency.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to Agency.

Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Provider shall furnish Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Provider's obligation to provide them. Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Provider may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to Agency shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Provider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Provider shall ensure that Agency is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

**ARTICLE VIII  
BONDS**

**[RESERVED]**

**ARTICLE IX  
AGENCY-MANDATED CLAUSES AND  
REQUIREMENTS**

**9.1 Provider Certification of Compliance.** By signing this Contract, Provider certifies that Provider is aware of, and will comply with, these Agency-mandated clauses as listed in Section 9 of this Agreement, throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Provider shall comply with Agency's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Provider Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Provider shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Provider shall comply with the most restrictive requirement (i.e., that which provides the most access). Provider also shall comply with the Agency's ADA Compliance/Agency Providers requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Provider warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the Agency's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with Agency's Equal Opportunity Contracting Program (EOCP).** Provider shall comply with Agency's EOCP Requirements. Provider shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Provider shall provide equal opportunity in all employment practices. Prime Providers shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Provider liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Provider shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Provider shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Provider understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Provider shall ensure that this language is included in contracts between Provider and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon Agency's request, Provider agrees to provide to Agency, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Provider has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Provider for each subcontract or supply contract. Provider further agrees to fully cooperate in any investigation conducted by Agency pursuant to Agency's Nondiscrimination in Contracting Ordinance. Provider understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Provider shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Provider shall comply with Contractor Standards provisions codified in the SDMC. Provider understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 [RESERVED]**

**9.1.7 [RESERVED]**

**9.1.8 [RESERVED]**

**9.1.9 Product Endorsement.** Provider shall comply with Council Policy 000-41 which requires that other than listing the Agency as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the Agency as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a Provider is exempt from the payment of business tax, any Provider doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the Agency before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Provider shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Provider shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Provider and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Provider to the same extent as it would apply to that Provider. Any Provider subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

**ARTICLE X**  
**CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Provider is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. Agency may determine that Provider must complete one or more statements of economic interest disclosing relevant financial interests. Upon Agency's request, Provider shall submit the necessary documents to Agency.

**10.2 Provider's Responsibility for Employees and Agents.** Provider is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Provider's Financial or Organizational Interests.** In connection with any task, Provider shall not recommend or specify any product, supplier, or Provider with whom Provider has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Provider certifies that: (1) Provider's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Provider did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Provider did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Provider did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring Agency Employees.** This Contract shall be unilaterally and immediately terminated by Agency if Provider employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Provider.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Provider and Agency may use mandatory non-binding mediation.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though Agency's recommendation of settlement may be subject to the approval of the Mayor and Agency Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the Agency under a Contract, Provider, its agents, officers, and employees agree to reasonably assist in resolving the dispute or litigation upon Agency's request. Provider's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** Agency will compensate Provider for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Provider, its agents, officers, and employees. Provider shall reimburse Agency for all reasonable fees paid to Provider, its agents, officers, and employees for Mandatory Assistance that could be attributed to Provider, its agents, officers and employees acts or omissions.



**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing Agency with dispute or litigation assistance, Provider or its agents, officers, and employees may incur expenses and/or costs. Provider agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable if through resolution of the third party dispute or litigation, or both, are attributable in whole, or in part, to the acts or omissions of Provider, its agents, officers, and employees.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Neither Party may assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without prior written approval of the other Party. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. In no event shall any putative assignment create a contractual relationship between the Parties and any putative assignee.

**13.3 Independent Providers.** Provider and any subcontractors employed by Provider are independent Providers and not agents of Agency. Any provisions of this Contract that may appear to give Agency any right to direct Provider concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Provider shall follow the direction of Agency concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Provider, and Provider shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of Agency or Provider shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Provider shall comply with all applicable local, state, and federal laws, regulations, and policies. Provider's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Provider is liable to Agency for all damages, sustained as a result of the violation. In addition, Provider may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either Agency or Provider to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of Agency and Provider. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract including Section 2-4, 7-12, and 15 of Attachment 1 shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidential Information Means** all non-public information provided by the disclosing Party to the receiving Party hereunder, , including but not limited to the terms of this Agreement, all drafts, data, technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Neither the documents nor their contents shall be released by disclosing party or any subcontractor to any third party without providing the prior written consent of receiving party except where permitted by law, court order, or regulatory requirements. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to the receipt from discloser; or (d) independently developed by the recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

**13.16.1 Treatment of Confidential Information.** Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

**13.17 Insolvency.** If Provider enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Provider agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Agency contract numbers and contracting offices for all Agency contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than Agency and Provider shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of Agency in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of Agency in its governmental or regulatory capacity.

## ATTACHMENT 1 - LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and City of San Diego through the San Diego Police Department, with its principal place of operations at 1401 Broadway, San Diego, CA 92101 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

### 1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images, and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

### 2. LICENSE AND RESTRICTIONS.

**2.1. License Grant and License Restrictions.** Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms, or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

**2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, in addition to the terms in Exhibit B, Article IV, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services. To the extent such breach is curable, Agency shall have thirty (30) days to cure such breach before Provider terminates Agency's account and the license to use the Services.

### **3. SUPPORT AND MAINTENANCE.**

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries, or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at a rate agreed upon between the Parties in advance of any on-site support.

### **4. FEES.**

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase, consistent with section 3.4 of Exhibit B, or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological

development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

**4.1.1. Disputes.** In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

**4.2. Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

**4.2.1.** No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

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

**4.3. Fees retained by Provider.** Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

## **5. CONTRIBUTION/DISTRIBUTION.**

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

**5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted

from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

## **6. TERMS AND TERMINATION.**

- 6.1. Term.** This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.**
  - 6.2.1.** See Exhibit B, ARTICLE IV, Section 4.4.
  - 6.2.2.** See Exhibit B, ARTICLE IV, Section 4.2.
  - 6.2.3.** See Exhibit B, ARTICLE IV, Section 4.3.
- 6.3. Effect of Termination.** See Exhibit B, ARTICLE IV Section 4.6

## **7. RELEVANT LAWS.**

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

- 7.1. Driver's Privacy Protection Act.** Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers.** Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles.** Agency shall comply with the "Provider Data Privacy Principles" (Attachment 4). Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security.** Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit 1, attached hereto.

## **8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.**

- 8.1. Definition.** See Exhibit B, ARTICLE XIII, Section 13.16.
- 8.2. Treatment of Confidential Information.** See Exhibit B, ARTICLE XIII, Section 13.17.
- 8.3. Intellectual Property Ownership.** See Exhibit B, ARTICLE VI, Section 6.3.



- 8.4. Exception for Subpoenas and Court Orders.** A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration.** Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information.** Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal, or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

## **9. PROVIDER AUDIT RIGHTS.**

See Exhibit B, ARTICLE V, Section 5.12.

## **10. REPRESENTATIONS AND WARRANTIES.**

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

## **11. LIMITATION OF WARRANTY**

See Exhibit B, ARTICLE V, Section 5.7.

## **12. INDEMNIFICATION.**

See Exhibit B, ARTICLE VII, Section 7.1.

## **13. LIMITATION OF LIABILITY.**

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities, or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

## **14. FORCE MAJEURE.**

See Exhibit B, ARTICLE V, Section 5.5.1.

## 15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

## 16. MISCELLANEOUS.

- 16.1. Affiliates.** For purposes of this Agreement, “**Affiliate**” means any corporation, firm, partnership, or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- 16.2. Independent Contractor/No Agency.** Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3. Assignment.** See Exhibit B, ARTICLE XIII, Section 13.2.
- 16.4. Headings, Interpretation, and Severability.** The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5. Waiver; Remedies Non-Exclusive.** No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival.** See Exhibit B, ARTICLE XIII, Section 13.15.
- 16.7. Provider Shared Facilities.** Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection, and transport in the United States.
- 16.8. Entire Agreement.** See Exhibit B, ARTICLE I Section 1.1.
- 16.9. Governing Law.** See Section 13.7 of Exhibit B.

## EXHIBIT 1 - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical, and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
  - (a) provide immediate written notice to:
    - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
    - (ii) via email to (security.investigations@lexisnexis.com); or
    - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
  - (b) promptly investigate the situation; and
  - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
  - (d) if required by law, or in Provider' discretion, Agency shall:
    - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
    - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
  - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
  - (f) provide all proposed third-party notification materials to Provider for review and approval prior to distribution.

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

**Attachment 2**  
**Order No. 2**  
**LexisNexis® Desk Officer Reporting System (DORS)**

This Order No. 2 (“**Order**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Order Effective Date**”) between City of San Diego through the Police Department (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective \_\_\_\_\_, 20\_\_ (“**Agreement**”) between the Parties.

- 1. TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, the Agreement and the City’s Terms and Provisions (Exhibit B) shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
  
- 2. DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System (“**DORS**”) enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.
  
- 3. SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of (Attachment 1) to the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency’s technology capabilities, processes, and work-flow functionality.
  - 3.1. Services.** DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of (Attachment 1) to the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

**3.2. Setup and Access.**

Agency Responsibilities.

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

Provider Responsibilities.

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

Completion Criteria.

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

**3.3. Configuration.**

Agency Responsibilities.

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

Provider Responsibilities

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

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

**3.4. Support and Maintenance.** Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of (Attachment 1) to the Agreement.

**3.5.** Pursuant to Section 2.1 of (Attachment 1) to the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.

**3.6.** As provided by Section 7.1 of (Attachment 1) to the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by

Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

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

**4. TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for a five (5) year term.

**5. FEES AND PRICE ADJUSTMENTS.** The Fees for the Services shall be subject to the terms set forth in Section 4 of (Attachment 1) to the Agreement.

**5.1.** The Agency Fee is Zero (\$0.00).

**5.1.1.** For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

**5.1.1.1.** When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

**5.1.1.2.** When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

**5.1.1.3.** When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

**5.1.1.4.** When a fee is not charged to an Authorized Requestor for the Report.

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

**5.2. Annual Services Fees.** Agency shall pay an annual license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be DORS Renewal Pricing Notice. All Fees shall be invoiced annually by Provider beginning on the Order Effective Date.

**Attachment 3  
Order No. 1  
eCommerce Services**

This Order No. 1 (“**Order**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Order Effective Date**”) between City of San Diego through the Police Department (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective \_\_\_\_\_, 20\_\_ (“**Agreement**”) between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, the Agreement and City’s Terms and Provisions (exhibit B) shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
  
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency’s crash reports online and to distribute data extracted from the Reports via Provider’s eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
  
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of Attachment 1 to the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency’s technology capabilities, processes, and work-flow functionality:
  - 3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency’s Reports.
  - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
  - 3.3. Provide Report distribution services as set forth in Section 5 of Attachment 1 to the Agreement.
  - 3.4. Pursuant to Section 2.1 of Attachment 1 to the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
  - 3.5. Subject to Section 5.1 of Attachment 1 to the Agreement, Agency agrees to allow access to Agency’s Reports by Participating Agencies and, in return, shall receive access to Participating Agencies’ Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
  - 3.6. As provided by Section 7.1 of Attachment 1 to the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

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

3.7. Other Services: \_\_\_\_\_

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for a term of five (5) years.

5. **FEES.** Pursuant to Section 4 of Attachment 1 to the Agreement, the Agency Fee is zero (\$0.00). There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

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

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





Attachment 4:

# Data Privacy Principles

LexisNexis Legal & Professional | LexisNexis Risk Solutions

The LexisNexis Data Privacy Principles speak to the personally identifiable information, including sensitive personally identifiable information, collected, maintained, used or disseminated in connection with services offered by LexisNexis (meaning LexisNexis Legal & Professional, a division of RELX Inc., LexisNexis Risk Solutions Inc., and its or their affiliated companies) (hereinafter referred to individually or collectively as "LexisNexis").

## LexisNexis Privacy Vision

LexisNexis is committed to the responsible use of information and protecting individual privacy rights. LexisNexis strives to provide services to businesses, individuals, nonprofit organizations and government agencies that help reduce fraud, mitigate risk, facilitate more informed decisions, and make society safer, in ways that protect individuals' privacy. We aspire to protect individuals' privacy through the design of our products, by credentialing, monitoring, and auditing our customers as appropriate, and through other information security safeguards. We also strive to promote transparency through education initiatives, privacy principles and policies, and appropriate opportunities for choice, access, and correction with respect to personal information about individuals.

Related Links

[Consumer and Data Access Policies](#)  
[Privacy, Security and Compliance](#)

## Data Privacy Principles

LexisNexis applies these Principles to our domestic U.S. products and services where appropriate. In addition, other uses or disclosures may occur as required by applicable law, such as the Fair Credit Reporting Act and its state analogues ("FCRA"), the Driver's Privacy Protection Act and its state analogues ("DPPA"), and the Gramm-Leach-Bliley Act ("GLBA"). If the law requires or upon request of law enforcement, or, if necessary, to prevent fraud or to protect our company systems, these principles may not apply. LexisNexis also, from time to time, may revise our Data Privacy Principles by posting changes on its Web site.

### 1. SECURITY

Data security is a company imperative. LexisNexis strives to protect personally identifiable

information that we maintain or disseminate, including through the use of appropriate administrative, physical, and technical safeguards.

## 2. DISTRIBUTION OF PERSONALLY IDENTIFIABLE INFORMATION

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs. LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

## 3. ACCURACY

LexisNexis strives to accurately report information in its products. LexisNexis also strives to accurately report information that it receives from its data sources. LexisNexis recognizes, however, that reporting errors may occur and offers individuals opportunities, where applicable, to dispute and correct information that we report as discussed further in Principle 9 on Access and Correction.

## 4. PROTECTION OF SOCIAL SECURITY NUMBERS AND DRIVER'S LICENSE NUMBERS

LexisNexis strives to provide additional safeguards for sensitive personally identifiable information, such as Social Security numbers and driver's license numbers. LexisNexis strives to limit the availability and access to full Social Security Numbers ("SSNs"), Driver's License Numbers and State Identification Numbers. LexisNexis strives to protect the confidentiality of SSNs by limiting access to SSNs to certain legitimate and authorized users, such as: state, local and federal government entities; financial institutions; insurers; employers; creditors; debt collectors and other user types to which LexisNexis may decide to provide such access. A limited number of public records may contain SSNs that are already available to the public and, if such public records are accessed through LexisNexis services, our services may provide access to such SSNs. LexisNexis prohibits the unlawful disclosure of SSNs. LexisNexis also takes steps to limit the availability of Driver's License Numbers ("DLNs") and state identification card numbers.

## 5. EDUCATION

LexisNexis strives to inform its employees, users and the general public about appropriate use of LexisNexis products and services. LexisNexis strives to inform its users and employees about:

- Privacy and security issues associated with LexisNexis information products and services; and
- The responsible use of personally identifiable information.

LexisNexis strives to inform the public about:

- The responsible use of personally identifiable information;
- Measures LexisNexis has undertaken to enhance privacy; and choices available to individuals regarding information access and the ability to opt-out of certain products and services which utilize personally identifiable information.

## 6. REPUTABLE SOURCES

LexisNexis strives to acquire personally identifiable information from established, reputable sources in the government and private sectors. In support of this Principle, LexisNexis takes reasonable steps to assess the reputation and reliability of its private sector data sources before incorporating personally identifiable information from the source into its products and services. LexisNexis also strives to obtain assurances from its data suppliers that they have the legal right to license or sell the data to LexisNexis.

## 7. NOTICE

LexisNexis makes its Data Privacy Principles publicly known. LexisNexis publicly posts these Data Privacy Principles.

For additional information about the LexisNexis Data Privacy Principles, please contact:

Privacy Office  
LexisNexis Legal & Professional  
1801 Varsity Drive  
Raleigh, NC 27606  
USA  
[privacy.inquiries@lexisnexis.com](mailto:privacy.inquiries@lexisnexis.com)

Privacy Manager  
LexisNexis Risk Solutions Inc.  
1000 Alderman Drive  
Alpharetta, GA 30005  
USA  
[privacy@lexisnexisrisk.com](mailto:privacy@lexisnexisrisk.com)

## 8. CHOICE

LexisNexis strives to allow individuals the opportunity to opt-out of the dissemination of personally identifiable information from certain LexisNexis owned databases used solely for marketing services. We also allow individuals to opt-out of LexisNexis' information products and services as required by law and permitted by LexisNexis policy.

## 9. ACCESS & CORRECTION

LexisNexis strives to provide individuals with a central point of contact regarding their questions about LexisNexis and its commitment to the responsible use of personally identifiable information. LexisNexis strives to inform individuals about the nature of the public records, nonpublic information, and publicly available information that LexisNexis makes available in its information products and services. LexisNexis also strives, whenever practicable, to provide individuals, upon request, with meaningful opportunities to review personally identifiable information we maintain about them. LexisNexis also strives, as appropriate and practicable, to provide opportunities for individuals to dispute and correct information by assisting them in identifying the potential information sources at which corrections should be made. LexisNexis strives to direct individuals to the government and private entities that collect and maintain public records and publicly available information to correct any claimed inaccuracies found in that data, and to direct individuals to consumer reporting agencies where such agency is the source of the information about the individual and where the individual seeks to correct claimed inaccuracies found in that data.

## 10. ACCOUNTABILITY

LexisNexis supports accountability of information industry standards and practices, responsible and effective federal regulation of the data industry, and legislation governing the practices of all data providers. LexisNexis also supports industry oversight and active engagement with the privacy community. LexisNexis believes that strong privacy and information security protections are vital for an effective and trusted data industry.

## 11. ONLINE PRIVACY

LexisNexis strives to protect the privacy of personally identifiable information obtained over the Internet and strives to apply our Data Privacy Principles and evolving standards to the online environment.

## 12. IDENTITY THEFT

LexisNexis strives to prevent the acquisition of information from its products and services for improper purposes, such as identity theft. LexisNexis believes that it is important that individuals who may have had their sensitive personally identifiable information acquired by an unauthorized individual be notified as follows: Where a state law requires notice, LexisNexis complies with the law. In those states where notification laws do not exist, LexisNexis follows its Information Security Breach Response and Notification Policy, which provides that affected individuals will be notified when sensitive personally identifiable information owned or licensed by LexisNexis is acquired by an unauthorized individual and whenever LexisNexis has a reasonable basis to believe the breach has resulted in, or there is a significant risk that it will result in, identity theft to the consumer to whom the information relates.

## 13. ASSESSMENTS

LexisNexis will obtain assessments from a qualified, objective, independent third-party, who

uses procedures and standards generally accepted in the profession to assess LexisNexis' administrative, technical, and physical safeguards, as appropriate.

#### 14. COMPLIANCE

LexisNexis will process consumer personal information in accordance with all applicable privacy and data protection laws and regulations, including all applicable obligations set forth in the LexisNexis [U.S. Privacy Laws Addendum](#).

#### 15 DATA PRIVACY REQUIREMENTS FOR SUPPLIERS

LexisNexis service providers and other suppliers that collect, access or otherwise process consumer personal information as part of their services to us are subject to all applicable obligations set forth in the [RELX Privacy and Data Protection Requirements for Suppliers](#) or comparable terms.

Latest Revision: May 2023

The following End User License Agreement applies to your use of LexisNexis site(s), services, applications, and software (including accompanying drivers, libraries, etc.), accessed through or by you (or your organization) if you (or your organization) do not have a valid non-expired written agreement (“Agreement”) directly with LexisNexis. If you (or your organization) have an Agreement with LexisNexis the terms and conditions of that Agreement shall control over the terms of this End User License Agreement.

## LEXISNEXIS COMMAND CENTER END USER LICENSE AGREEMENT

**IMPORTANT: READ CAREFULLY** – This End User License Agreement (“EULA”) is a binding contract between you as an individual user and on behalf of the law enforcement agency you represent (“Agency”) (collectively “User(s)”) and LexisNexis Coplogic Solutions Inc., on behalf of itself and its affiliates (collectively “LN”), for the LN sites, services, applications, and software (including, accompanying drivers, libraries, etc.), accessed through or by Users hereunder (collectively, “Services”). As used herein, the term “User” shall only include those individuals and entities permitted under Section 2 (“Authorized Users”) to use the Services pursuant to this EULA.

**BY CLICKING THE BOX LABELED “I ACCEPT”, OR BY USING THESE SERVICES, USER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EULA AND/OR YOU WARRANT THAT YOU ARE AUTHORIZED TO BIND USER AND ACT ON USER’S BEHALF WITH RESPECT TO THIS EULA** . If User does not agree to the terms of this EULA, User may not use the Services. LN reserves all rights not expressly granted to User in this EULA. Note that this EULA may be amended or modified by LN at any time without advanced notice.

1. **Scope.** Subject to the terms and conditions of this EULA, User desires to use and/or order the Services from LN.
  - a. Some Services may include the ability to upload, capture, distribute, and/or display Reports. As used within this EULA, a “Report” shall mean a law enforcement report related to vehicle accidents, citations, and/or incidents. “Reports” shall also include any associated or supplemental information provided with the Report including, agency name, images and upload date, as applicable.
  - b. Some Services may include the ability to create, upload, and share information related to User’s agency, including training materials and User profile information (collectively, “Agency Information”) with other law enforcement users of the Services, or otherwise share User information for law enforcement purposes. Any sharing of Agency Information by User on the Services is specifically subject to the terms of this EULA and any instructions, disclaimers, or requirements within the Services themselves.
2. **Authorized User(s).** Only law enforcement entities acting in their official capacity (“Authorized User(s)”) that have read and agreed to the terms of this EULA or relevant Agreement with LN are permitted to access and use the Services.
3. **Grant and Scope of License.**
  - a. License Grant and License Restrictions. By accepting this EULA and paying any applicable Fees (as set forth in Section 7. Fees), LN hereby grants to User a restricted, limited, revocable license to use the Services only as set forth in this EULA, and for no other purposes, subject to the restrictions and limitations set forth below:
    - (i) User shall not access or use Services from outside the United States without LN’s prior written approval; and

- (ii) User shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (iii) User's use of the Services hereunder will not knowingly violate any agreements to which User is bound; and
- (iv) User shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services; or in any way circumvent the navigational structure of the Services, including to upload or transmit through the any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (v) User may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (vi) User shall not reveal any links, user accounts, or passwords for the Services to any third parties (third parties shall not include User's employees who have a need to know such information); and
- (vii) Except for authorized government employees with a need to know such information, User shall not permit any third party (third parties shall not include User's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to User; and
- (viii) User shall comply with all laws, regulations, and rules which govern the use of the Services.

b. Other Restrictions. In addition LN may, at any time, impose restrictions and/or prohibitions on User's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over User or LN. Upon written notification by LN of such restrictions, User agrees to comply with such restrictions or, in the event that User is unable to comply, it shall notify LN in writing of its inability to comply within ten (10) days after receipt of LN's written notification.

c. Violation of License Terms and / or Restrictions. User agrees that, if LN determines or reasonably suspects that: (i) User is violating any license terms, restrictions, or other material provision of this EULA; or (ii) User has experienced a "**Security Event**" (as herein defined), LN may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating or suspending User's account and the license to use the Services.

**4. User Responsibilities.** User represents and warrants that User: (i) has the right to provide Reports and/or Agency Information submitted to or through the Services to LN and expressly permits LN to distribute and use such information as permitted hereunder; and (ii) has the right to use the Services, in all manners and purposes for which it uses or accesses the Services, and subject to all applicable laws and regulations. Agency shall be liable for its User's or authorized government employee's breach of this EULA as if such breach had been committed by Agency. iii) Agency shall be liable for claims arising from the acts or omissions of authorized government employees who were provided access by the Agency. User agrees that it will not attempt to gain unauthorized access to any portions of the Services, other accounts, computer systems or networks connected to any of LN's equipment and/or servers through hacking, password mining or other

means. User agrees that it will not obtain or attempt to obtain, materials or information through any means not intentionally made available through this Services.

5. **Retention.** LN may retain or disclose User data, including Reports, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this EULA; (c) respond to claims that any of the Services violates the rights of third-parties; or (d) protect the rights, property, or personal safety of LN, other Services users, or the public.

6. **Contribution/Distribution.**

- a. User acknowledges and agrees that LN has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. User further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever. As such, User agrees to allow access to User's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
- b. For Services that contemplate the sale of Reports via an LN e-Commerce portal ("**LN e-Commerce Portal**"), LN shall distribute Reports and/or specific data extracted from Reports to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over User or LN. Nothing in this EULA shall prohibit LN's Affiliates (as defined herein) from purchasing Reports from the LN e-Commerce Portal, or from distributing previously purchased Reports and/or specific data extracted from Reports to Authorized Requestors or Agency Requestors in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over User or LN. Nothing in this EULA shall prohibit Affiliates from acquiring Reports from a source other than the LN e-Commerce Portal.

7. **Fees.**

- a. Fees Payable to LN. Any fees due to LN for Services hereunder ("**Fees**") shall be set forth in writing and LN shall issue an invoice for such Fees. Invoices shall be paid in full by User within thirty (30) days from the invoice date. LN may increase or decrease the Fee by providing User no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable a User designated third party (i.e., RMS Vendor) to receive Reports from LN at User's request or to enable LN to intake User data, such cost shall not be borne by LN.
  - i. Disputes. In the event User has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), User shall notify LN in writing and follow the procedures set forth herein. In the event of a Dispute, User shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify LN in writing pursuant to the notice provisions of this EULA ("**Dispute Notice**"). User shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from LN's receipt of a Dispute Notice, LN shall have the right to discontinue the



applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or User check. User agrees that Fees exclude taxes (if applicable) or other cost incurred by User's RMS Vendor or other third parties and agrees such costs shall be passed on to User. LN shall not be required to enter into a third-party relationship to obtain payment for the Service provided to User; however, should LN elect to do so, LN reserves the right to charge User additional fees for such accommodation.

- b. Report Fees. If the Services include the sale of Reports:
- i. Agency Fees. The sale of Reports may also generate a fee to be paid to the law enforcement agency generating the Report ("**Agency Fee**") or other agency designated party. Unless otherwise agreed by the parties in writing, LN shall collect an Agency Fee on behalf of the Agency for any Reports provided to Authorized Requestors. In connection with this Section, on a monthly basis, LN will electronically transfer to agency's designated account, the total amount of applicable Agency Fees collected by LN during the previous month. LN will make available a monthly report to User identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.
    - (i) No Agency Fee will be paid with respect to the following:
      - a. When an Affiliate of LN has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
      - b. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by LN to an Authorized Requestor or an Affiliate of LN ; or
      - c. When a Report is acquired by an Affiliate of LN from a source other than the LN e-Commerce Portal; or
      - d. When a fee is not charged to an Authorized Requestor for the Report.
  - Nothing in this EULA shall require LN or its Affiliate to pay an Agency Fee to the User when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. User acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.
  - ii. Fees Retained by LN. Where permitted by law, LN will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by LN. The Convenience Fee shall be established by LN at its discretion, but in no event shall exceed the amount LN may legally charge an Authorized Requestor.
- c. Changes to Agency Fees. LN sets the Agency Fee according to the amount specified by the User in writing, or if no writing exists, the historical amount in LN's file for the User. If no historical amount is on file, LN will attempt to contact the User to determine the appropriate fee. Agency Fees may be changed anytime by providing written notice pursuant to Section 31 herein.

## 8. Third Party Communications and Sites.

- a. Third Party Communications. LN disclaims all liability for any "Third Party Communications" User may receive or any action User may take or refrain from taking as a result of any Third Party Communications. As used in this EULA, "**Third Party Communications**" shall mean any communications, Agency Information, Reports, or content created or provided by other users

available through or on the Services. User is solely responsible for assessing and verifying the identity and trustworthiness of the source and content of any Third Party Communications.

- b. Third Party Sites. The Services may have links to websites hosted by other parties ("**Third Party Sites**"), or such Third Party Sites may have links to the Services. Third Party Sites are independent of LN and LN has no control over the content on such Third Party Sites. Third Party Sites are maintained by their respective organizations, and those organizations are solely responsible for the content of their own websites. Links to Third Party Sites within the Services are offered as a convenience and for informational purposes only, not as referrals or endorsements by LN of the Third Party Sites or their content. Such links do not constitute acceptance of responsibility by LN for the content or use of Third Party Sites.
- c. No Warranty. LN does not verify or make any warranty or representation about the identity or trustworthiness of the source, information, content, accuracy, opinions expressed, warranties, products or services, intellectual property compliance, or links of any Third Party Communications or Third Party Sites. LN assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any Third Party Communications or Third Party Sites appearing on or accessible through this site. User should read the privacy policies and terms of use agreements on all Third Party Sites.
- d. Not Legal Advice. Content available on or through the Services including any Third Party Sites or Third Party Communications are not intended to and do not constitute legal advice and no attorney-client relationship is formed. User's use of content on this site or materials linked from this site is at User's own risk.

**9. Applicable Laws.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- a. Driver's Privacy Protection Act. User acknowledges that certain Services provided under this EULA may include the provision of certain personal information from a motor vehicle record obtained from state Departments of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.), and its state analogues (collectively, the "**DPPA**"), and that User is required to comply with the DPPA, as applicable. User agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by LN.
- b. Fair Credit Reporting Act. The Services provided pursuant to this EULA are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. User certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment (including hiring, termination, and promotion decisions) or for any other eligibility purpose that would qualify the information as a consumer report.
- c. Protected Health Information. User will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- d. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, User acknowledges that LN will not provide Social Security Numbers to User. User also agrees not to provide Social Security Numbers to

LN. Should User require Social Security Numbers in connection with its legal and permitted use of the Services hereunder, User should contact LN User Service at 1-866-215-2771 for assistance.

- e. Privacy Principles. User shall comply with the “LN Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx> , as updated from time to time.

**10. Confidential Information.** “**Confidential Information**” means all non-public information provided by one party (“**Discloser**”) to the other party (“**Recipient**”), hereunder including without limitation the Services including technical documentation, applications, configurations, pricing, computer programs, algorithms, know-how, processes, databases, systems, inventions (whether patentable or not) Trade Secretes (as defined by law) and other information (oral or written). **Confidential Information does not include Reports or Agency Information**, or information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the Recipient) generally known to the public; (b) lawfully disclosed to Recipient by a third-party and received in good faith and without any duty of confidentiality by the Recipient or the third-party; (c) in Recipient’s possession or known to it prior to receipt from Discloser; or (d) independently developed by Recipient; provided in each case that such forgoing information was not delivered to or obtained by Recipient as a result of any breach of this EULA. In addition, LN Confidential Information also includes product and order information, order inquiry information, product development plans including prototypes and all feedback related thereto, forecasts, the Services and any data related thereto, including any improvements, modifications, or enhancements.

**11. Treatment of Confidential Information.** Recipient agrees to: (a) protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care; (b) not use Discloser’s Confidential Information other than as necessary to perform its obligations or as permitted under this EULA; (c) only disclose Confidential Information to any of its employees or agents who have a need to know, and are under obligations of confidentiality (either as a condition of employment or in a written agreement) no less restrictive than the requirements set forth hereunder; and (d) not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. Recipient may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Recipient shall give the Discloser prompt written notice of such subpoena, court order or other governmental authority so as to allow the Discloser to have an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party’s obligations hereunder shall continue for the term of this EULA and for a period of five (5) years after termination of this EULA, provided however, that with respect to Trade Secrets, each party’s obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Unless otherwise specified herein, upon the written request of Discloser, Recipient shall return or destroy (and certify such destruction in a signed writing) Confidential Information of Discloser, including copies thereof, unless retention of such information is required by law, regulation, court order, or other similar mandate. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this EULA, the non-breaching party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching party.

**12. Term, Termination, Payment, and Account Inactivation.** This EULA shall become effective upon the earlier of User’s acceptance of this EULA or LN’s grant of access to the Services. User shall be responsible for all fees associated with accessing the Services. LN may terminate this EULA and/or all access to the Services immediately and without notice: (i) for User’s non-payment; (ii) if LN has a reasonable basis to believe that User or any of its employees or agents have used or will use the Services in violation of the terms of this

EULA or have committed or will commit hostile network attacks or other improper activities; or (iii) due to changes in LN policy, modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Either party may terminate this EULA at any time, with or without cause, upon prior written notice to the other party. Upon termination, User shall immediately cease using the Services and shall dispose of all copies of any documentation and any other materials received from LN by either returning same to LN or erasing, purging or destroying same. Upon termination of this EULA, each party shall be liable for payment to the other party of all amounts due and payable for Services provided through the effective date of such termination. LN shall not be obligated to delete from its databases (or from other storage media) and/or return to User, Reports already provided to LN by User, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

**13. Proprietary Rights.** The Services are licensed not sold to User pursuant to the terms of this EULA. This EULA does not transfer ownership of the Services, documentation or any copy thereof, or any other intellectual property rights of LN. LN shall retain all right, title and interest in and to the Services, the documentation and any copies thereof furnished to User or otherwise made by User hereunder, and all intellectual property embodied therein, including all rights and benefits afforded under United States copyright, patent, or trade secret law and international treaties. User shall use the Services consistently with LN's right, title and interest therein, shall promptly notify LN of any threatened or actual infringement thereof, and shall cooperate without charge (provided that LN will reimburse out of pocket expenses) in LN's efforts to protect its rights therein. User shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the Services. Each party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. For LN Confidential Information, User shall use such information consistent with such right, title and interest and notify LN of any threatened or actual infringement thereof.

**14. Security.** User acknowledges that the information available through the Services may include personally identifiable information and it is User's obligation to keep all such accessed information confidential and secure. Accordingly, User on behalf of itself and any of its employees (as applicable) shall (a) restrict access to Services to those employees who have a need to know as part of their official duties; (b) ensure that User nor its employees shall (i) obtain and/or use any information from the Services for personal reasons, or (ii) transfer any information received through the Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations hereunder, take all commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through Services as it is being disposed; (g) purge all information received through the Services within ninety (90) days of initial receipt; provided that User may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for User's legal or regulatory compliance efforts; (h) be capable of receiving the Services where the same are provided utilizing "secure socket layer", or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the Services, from compromise; (k) on at least a quarterly basis,

review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the Services.

- 15. Security Event.** In the event User learns or has reason to believe that User IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person or contrary to any terms of this EULA (a “**User Security Event**”), User shall provide immediate written notice to the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or via email to (security.investigations@lexisnexis.com); or by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours. Additionally, User shall promptly investigate the situation and obtain written consent from LN prior to disclosing LN or the Services to any third party in connection with the User Security Event. If required by law, or in LN’s discretion, User shall notify the individuals whose information was disclosed that a User Security Event has occurred and be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the User Security Event. To the extent permitted by law, User shall remain solely liable for all costs and claims that may arise from the User Security Event, including, but not limited to: litigation (including attorney’s fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such User Security Event) and provide all proposed third party notification materials to LN for review and approval prior to distribution. In the event of a User Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of User’s account, without further obligation or liability of any kind.
- 16. Inspection; Records.** User understands and agrees that in order to ensure compliance with applicable law and LN policies, LN may conduct periodic audits of User activity and may contact User to provide documentation regarding usage and executed searches. LN also investigates reports of abuse or misuse by User, and User agrees to cooperate fully with any and all audits and/or investigations. When necessary in LN’s determination, subject to reasonable advance notification, User agrees to permit LN to enter the premises of User and/or its agents for LN to inspect records, reports and the use of the Services(s) during regular business hours to verify compliance with the terms of this EULA. User agrees to permit LN to review User’s account(s), links and passwords to verify compliance with the terms of this EULA. Violations discovered in any review by LN will be subject to immediate action including, but not limited to, immediate suspension of User’s access to data and/or termination of this EULA. If LN determines that User is in violation of the terms of this EULA, User shall reimburse LN for all costs incurred in connection with the inspection(s). Notwithstanding the foregoing, LN shall (i) retain all other remedies available to it under this EULA, or at law or in equity, and (ii) be permitted at any time to review by remote access User’s accounts, links and passwords to verify compliance with the terms of this EULA.
- 17. Downtimes.** User acknowledges and agrees that from time to time access to the Services may be unavailable or inoperable for various reasons, including but not limited to periodic maintenance procedures or repairs which LN may undertake from time to time, equipment malfunctions, or other causes beyond the control of LN or which are not reasonably foreseeable by LN, including but not limited to interruption or failure of telecommunication or digital transmission links, network congestion, or other failures (collectively “**Downtimes**”). Downtimes may also result from suspension by LN, in its sole discretion and without notice, of access to data files and/or the Services due to actual or suspected hostile network attacks or other improper activities.
- 18. Performance.** LN will use commercially reasonable efforts to deliver the Services requested by User subject to the terms of this EULA. User understands that User may be restricted from accessing certain Services

which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of the Services. Due to the nature of public record information, the public records and commercially available data sources used in the Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

- 19. Disclaimer of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LN AND ITS DISTRIBUTORS AND RELEVANT DATA SUPPLIERS DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY (WHETHER EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR THE CORRECTNESS, COMPLETENESS OR CURRENTNESS OF ANY THIRD PARTY COMMUNICATIONS, THIRD PARTY STIES OR CONTENT THEREIN PROVIDED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES, DATA OR RESULTS, WITH RESPECT TO THE SERVICES OR DOCUMENTATION, ALL OF WHICH ARE BEING PROVIDED ON AN “AS IS” BASIS. ANY STATEMENTS REGARDING THE SAME MADE BY A DISTRIBUTOR OR OTHER THIRD PARTY ARE NOT WARRANTIES AND CANNOT BE RELIED UPON BY USER. THE ENTIRE RISK ARISING OUT OF USE OF THE SERVICES REMAINS WITH THE USER.
- 20. Limitation of Liability.** User agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this EULA, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and User covenants and promises that it will not sue LN for an amount greater than such sum even if User and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY USER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.
- 21. Indemnification.** To the extent permitted by law, User hereby agrees to protect, indemnify, defend, and hold harmless LN, its affiliates, its subsidiaries, officers, directors, employees, representatives, data suppliers (including other law enforcement users providing Reports or Agency Information hereunder), and distributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) User's or User's authorized government employee's use of Services and any information received by User furnished by or through LN; (b) User's or User's authorized government employee's breach of any terms, conditions, representations or certifications in this EULA;(c) User's or User's authorized government employee's acts or omissions related to obligations in this EULA and (d) any Security Event.
- 22. Arbitration.** Other than claims and controversies involving any (i) violation of any of the proprietary rights of LN, including claims in equity or law to protect the intellectually property rights of LNs or any of its third party providers, or (ii) failure to comply with restrictions on use of the Services herein; any controversy, claim or counterclaim, arising out of or in connection with this EULA will be resolved by binding arbitration under this Section and the then-current American Arbitration Association (“AAA”) Commercial Rules, WITH THE EXCEPTION THAT ANY ARBITRATION WILL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT ON A CLASS-WIDE, MULTIPLE PLAINTIFF OR SIMILAR BASIS. In the event any court, arbitrator or panel of arbitrators rules that the foregoing limitation is invalid, then, arbitration shall not be available and is expressly precluded as a method of conducting and resolving disputes arising under this EULA. The duty to arbitrate will extend to any employee, officer, agent or affiliate of either party. The arbitration will be

conducted by a sole arbitrator who is knowledgeable with respect to the electronic information services industry and is an attorney. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in this EULA. Each party will bear its own attorneys' fees and other costs associated with the arbitration, except that the fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorneys' fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state as specified in this EULA.

- 23. Employee Training.** User shall train new employees prior to allowing access to Services on all User's obligations under this EULA. User shall conduct a similar review of its obligations under this EULA with existing employees who have access to Services no less than annually. User shall keep records of such training.
- 24. Promotional Release.** User shall not name LN or refer to the use of the Services or other LN products or services in any publication, news release, advertisement, or promotional or marketing materials without LN's prior written consent, such consent not to be unreasonably withheld. LN may disclose to third parties that LN provides Services to User. LN may also use User's name or related information to the extent necessary to provide the relevant Services hereunder.
- 25. No Solicitation.** User shall not distribute on or through the Services any content containing any advertising, promotion, solicitation for goods, services or funds or solicitation for other to become members of any enterprise or organization without the express prior written permission of LN. In no event may any person or entity solicit anyone with data, information or content retrieved from this Site.
- 26. Commercial Items and Export Restrictions.** THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. User acknowledges that the Services are of U.S. origin and subject to U.S. export jurisdiction. Any export and/or use of Services outside of the United States of America, and compliance with corresponding laws, Nation State regulations, taxes, and tariffs, are the sole responsibility of the User. User acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, User shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. User shall not provide access to the Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. User shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.
- 27. Assignment.** Neither this EULA nor the license granted herein may be assigned, transferred or conveyed by User, in whole or in part by User, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of User. Any assignment by User without the prior written consent of LN shall be void.

- 28. Survival.** Those provisions of this EULA that by their terms, nature or sense survive any termination or expiration of this EULA shall so survive in accordance with their terms, including but not limited to provisions related to intellectual property ownership and proprietary rights, limitations of liability, payment for product or services, disclaimer of warranties, and nondisclosure of confidential information.
- 29. Governing Law.** The laws of the State of Georgia, excluding its conflicts of law rules, govern this EULA and use of any materials, reports, or the Service. Use of any materials or reports provided by the Service may also be subject to other local, state, national, or international laws.
- 30. Affiliates and Share Facilities.** For purposes of this EULA, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with LN. Affiliates shall not be bound by the terms and conditions of this EULA with respect to the provision of their applicable Services hereunder and nothing in this EULA shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale. User understands and agrees that certain Services furnished under this EULA may actually be provided by one or more of LN's affiliates. LN may utilize facilities located outside the United States to provide support or the Services under this EULA, and if such centers are utilized they shall be under the control of LN and subject to all LN policies that govern data access, protection and transport in the United States.
- 31. Notice.** All notices, requests, demands or other communications under this EULA shall be in writing to LN at 1000 Alderman Drive, Alpharetta, GA 30005 Attn: Coplogic Solutions. User may also contact customer services at 1-888-949-3835 with any questions. Notice shall be deemed to have been duly given: (i) on the date of service if served personally to LN; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to LN, by first class mail, registered or certified, postage prepaid and properly addressed. LN or User may change its address for the purpose of this Section by giving the other party timely, written notice of its new address in the manner set forth above.
- 32. Additional Terms.** To the extent User does not have a valid non-expired written Agreement directly with LN, this EULA is the entire agreement between User and LN relating to the Services and supersedes all prior EULAs or agreements and all other prior or contemporaneous oral or written communications, proposals and representations with respect to the Services. This EULA including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this EULA, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms not authored by LN are expressly rejected by LN and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; LN's continuation of providing Products or Services; or any other inaction by LN shall not constitute LN's consent to or acceptance of any additional or different terms from that stated in this EULA. This EULA may not be modified by User without a written amendment signed by both Parties.
- 33. Miscellaneous.** This EULA applies to updates, supplements, modifications, enhancements, or service components of the Services that LN may provide or make available to User after the date User obtains the initial copy of the Services, unless they are accompanied by separate terms. LN reserves the right to discontinue providing the Services at any time. Neither party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including force majeure event or acts of God or public enemy. The failure or delay by either party in exercising any right, power or remedy under this EULA shall not operate as a waiver of any such right, power or remedy. If any provision of this EULA shall



be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this EULA shall remain in full force and effect. The headings in this EULA are inserted for reference and convenience only and shall not enter into the interpretation hereof.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

**A. BID/PROPOSAL/SOLICITATION TITLE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
     Yes                      No  
     If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.
  
2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
     Yes                      No  
     If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_

Vice Pres: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_



Is your firm a publicly traded corporation?                      Yes                      No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

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Limited Liability Company Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own ten percent (10%) or more of the company:

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Partnership Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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Sole Proprietorship                      Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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Joint Venture                      Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
Yes                      No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes                      No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes                      No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes                      No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes                      No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes                      No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

**L. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.



Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

William S. Madison, Executive Vice President



05/18/2023

Name and Title

Signature

Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

William S. Madison, Executive Vice President

Print Name, Title



Signature

05/18/2023

Date

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

\_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 18th day of May, 2023



(Authorized Signature)

**William S. Madison**

(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1,3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades



**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**