




Agenda Item No: 4.f
Meeting Date: July 6, 2020

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Glenn McElderry, Captain **City Manager Approval:** 

TOPIC: CRIME ANALYST SERVICES

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CRIME ANALYSIS SERVICES WITH LEXISNEXIS RISK SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED \$140,979, AND APPROPRIATING THIS AMOUNT FROM THE SAFETY GRANT FUND TO SUPPORT THE AGREEMENT

RECOMMENDATION: Staff recommends that the City Council adopt a resolution to renew an agreement for grant-funded crime analyst services as a resource for Marin County law enforcement agencies.

BACKGROUND: In 2011, California Governor Brown signed Assembly Bill 109 (AB 109), establishing the California Prison Realignment Plan, under which low-level offenders and parole violators are sent to county jail instead of state prison to serve their sentence. In FY 2012-13 the Board of State and Community Corrections (BSCC) allotted funds to cities throughout the state to address front line law enforcement needs arising from AB 109 offenders in our communities. Each county was to elect one city/town to be the fiscal agent for the funds. The City of San Rafael is the fiscal agent for Marin County. The goal of the funding is to enable a collective effort by municipal law enforcement agencies in each county to address criminal activity and an increase in calls for service due to realignment.

Law enforcement agencies in Marin County are challenged to investigate crimes in a time of shrinking resources. As a result, the law enforcement agencies in Marin County face the challenge of deploying patrol resources and crime prevention units in the highest yield manner possible, focusing on those locations and times when crimes are most likely to occur. One means of addressing this challenge has been to create a regional information sharing crime analyst position where participating agencies can share crime data to analyze trends, build crime

FOR CITY CLERK ONLY

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Disposition: _____

pattern predictions and execute regional – as opposed to jurisdictional – response strategies while collaborating with resources. All parties share their crime information for a regional approach to recognizing trends and collaborating on solutions.

Accordingly, the Marin County Police Chiefs agreed in 2014 to use the BSCC funds, with additional funds from the Marin County Probation Department’s AB 109 funds, to hire a regional crime analyst to provide crime data analysis to all the Marin law enforcement agencies. On March 3, 2014 the City Council approved a resolution authorizing an agreement, using these AB 109 funds, for professional services with BAIR Analytics, Inc. to provide a crime analyst for a period of one year as a countywide resource. Each year since 2014, on request of the Police Chiefs and recommendation of staff, the City Council has approved a resolution authorizing the City Manager to renew the professional services agreement with LexisNexis Risk Solutions, Inc. (“LexisNexis”), the legal successor to BAIR Analytics, to extend the crime analyst services under the agreement through the following year. The current agreement covers through June 30, 2020.

ANALYSIS: During the contract, the analyst has:

- Conducted research and strategic crime analysis and identified crime patterns and trends;
- Analyzed long term crime patterns and trends using probability studies and complex statistical analyses;
- Developed and tested hypotheses; developed victim and suspect profiles;
- Forecasted future criminal activity;
- Prepared strategic action plans;
- Assisted operations and management personnel in planning deployment of resources;
- Made written and oral presentations;
- Identified series of crimes;
- Gathered data on criminal activity, probation and parole information to analyze crime trends;
- Used and maintained general and specialized computer applications to gather, categorize and analyze crime data as well as assist in dissemination of information pertinent to law enforcement; and
- Coordinated and participated in regional meetings of law enforcement management and crime analysis professionals to share information on crime patterns, risk analysis of known offenders, new methodologies and developing tools.

Each of Marin County’s police agencies, as well as the Sheriff’s Office and Adult Probation, have shared their records management data (including report narratives) with the crime analyst via secure computer links. The data has been used to compile various analytic reports. None of the data analyzed and used by Marin County law enforcement in association with this agreement is used to racially profile individuals.

The Marin County Police Chiefs have again decided to use the Marin County Police Chief’s BSCC and the Marin County Probation AB 109 funds to renew the contract for the LexisNexis crime analyst for a new term of twelve months, through June 30, 2021. (Attachment 2).

FISCAL IMPACT: There is no direct fiscal impact to the City of San Rafael because the contract is funded by Marin County Probation AB 109 funds and the Marin County Police Chiefs' BSCC funds. The funds to support this contract will be deposited to and appropriated from the Safety Grant Fund. The proposed new agreement with LexisNexis is for 12 months, beginning July 1, 2020 and ending June 30, 2021, for a total contract amount not to exceed \$140,979.

OPTIONS: The City Council has the following options to consider relating to this item:

1. Approve the Resolution as proposed to approve a new agreement for crime analyst services.
2. Give direction to staff for changes to the recommendations.
3. Direct staff to develop alternatives to the recommendations.

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute an agreement with LexisNexis Inc. for crime analyst services from July 1, 2020 through June 30, 2021, in an amount not to exceed \$140,979.

ATTACHMENTS:

1. Resolution
2. Proposed Analyst for Hire Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CRIME ANALYSIS SERVICES WITH LEXISNEXIS RISK SOLUTIONS, INC., IN AN AMOUNT NOT TO EXCEED \$140,979, AND APPROPRIATING THIS AMOUNT FROM THE SAFETY GRANT FUND TO SUPPORT THE AGREEMENT

WHEREAS, in 2011, California Governor Brown signed Assembly Bill 109 (AB 109), establishing the California Prison Realignment Plan, under which low-level offenders and parole violators are sent to county jail instead of state prison to serve their sentence; and

WHEREAS, in Fiscal Year 2012-13 the California Board of State and Community Corrections (BSCC) allotted funds to cities throughout the state to enable a collective effort by municipal law enforcement agencies in each county to address criminal activity and an increase in calls for service due to realignment; and

WHEREAS, each county was to elect one city/town to be the fiscal agent for the funds and the City of San Rafael was chosen as the fiscal agent for Marin County; and

WHEREAS, in 2014, the Marin County Police Chiefs agreed to use their departments' BSCC funds, with additional funds from the Marin County Probation Department's AB 109 funds, to hire a regional crime analyst to provide crime data analysis to all the Marin County law enforcement agencies; and

WHEREAS, on March 3, 2014 the City Council approved a resolution authorizing an agreement to use these funds to obtain professional crime analyst services from BAIR Analytics, Inc. for a period of one year, as a countywide resource; and the agreement has been renewed with BAIR Analytics, Inc. and subsequently to that company's successor, LexisNexis Risk Solutions, Inc. (LexisNexis), continuously since; and

WHEREAS, the current agreement with LexisNexis is scheduled to expire on June 30, 2020 and the Marin County Police Chiefs wish to renew the agreement for another one-year term; and

WHEREAS, the City of San Rafael will again act as the fiduciary agent and project manager for the agreement, on behalf of the law enforcement agencies in Marin County; and

WHEREAS, the cost of the crime analysis services under the renewed agreement will again be supported by funds provided by Marin County Probation AB 109 funds and the Marin County Police Chiefs' BSCC funding, to be deposited in the City's Safety Grant Fund;

NOW THEREFORE, BE IT RESOLVED, that the San Rafael City Council hereby authorizes the City Manager to execute an Analyst for Hire Agreement with LexisNexis Risk Solutions Inc., in form approved by the City Attorney, and in an amount not to exceed \$140,979 for a one-year term;

BE IT FURTHER RESOLVED, that the San Rafael City Council appropriates \$140,979 from the City's Safety Grant Fund to support this Agreement.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City on the 6th day of July 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk



ANALYST FOR HIRE AGREEMENT

This ANALYST FOR HIRE AGREEMENT ("Agreement") made effective as of _____ (the "Effective Date") between LexisNexis Risk Solutions FL Inc. ("LN") and the City of San Rafael, via its Police Department with its principal place of business at _____ (hereinafter "Customer").

WHEREAS LN is in the business of providing analytical software and services dedicated to providing public safety, national security and defense entities the innovative tools and subject-matter expertise needed to identify, analyze and resolve problems created by the actions of offenders and their networks that threaten citizens and communities; and

WHEREAS Customer is the municipal law enforcement agency and utilizes LN's products in its law enforcement efforts; and

WHEREAS Customer has determined it would be in Customer's best interest to have dedicated full-time crime analysts and technical personnel to support its law enforcement efforts; and

WHEREAS LN and Customer wish to enter into an agreement pursuant to which LN will arrange with such crime analysts and technical personnel for them to provide their services to Customer;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, LN and Customer agree as follows:

1. **SERVICES PROVIDED UNDER STATEMENT OF WORK.** For any analysts/technical personnel who will be performing services for Customer pursuant to this Agreement, LN will issue and Customer will execute a Statement of Work in the form attached as Appendix A hereto referencing its incorporation of the terms and conditions of this Agreement and stating the name(s) and the payment rate(s) and/or Fee for the personnel, duration of services, brief description of project, authorization of additional costs beyond the payment rate(s) (such as travel, parking, drug testing), and any other terms to which LN and the Customer may choose to agree. In the event of a conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall control unless the Statement of Work specifically (and not generally) identifies the conflicting terms in this Agreement and explicitly states that such terms shall not apply but shall instead be superseded by the Statement of Work. The Statement of Work will be signed by an authorized representative of Customer. Upon expiration of a Statement of Work, to the extent that any services performed by one or more analysts/technical personnel are thereafter provided on the same or a different project, they shall be provided under the terms of this Agreement.

2. **BILLING AND PAYMENT.** LN will bill Customer through invoices issued to Customer in arrears on a monthly basis with one-twelfth (1/12) of the Fee, along with such other associated costs, as approved by Customer, except that LN has sole discretion to bill on a less frequent basis if it deems it appropriate to do so. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

3. **ACCEPTANCE OF SERVICES.** Customer's project manager or other agent shall review at regular intervals the time records and work product of analysts and/or technical personnel. Customer's approval of such time records (including, but not limited to, costs of any applicable overtime rates, travel, per diem and other costs stated thereon) and/or work product shall be deemed granted unless Customer provides notice to LN of some objection to the time records or work product of the analysts and/or technical personnel. Acceptance by Customer shall not be unreasonably withheld and any refusal to accept shall be noted on the time record for the relevant period, with a written explanation of the reasons that the work was not acceptable and failure to so note such refusal shall constitute acceptance. Nothing herein shall eliminate Customer's obligation to pay LN for any services provided by analysts/technical personnel which Customer has approved by some other means.

4. **ANALYSTS/TECHNICAL PERSONNEL NOT EMPLOYEES OF CUSTOMER.** LN and Customer agree that for purposes of FICA, FUTA and income tax withholding, as well as for purposes of any pension plan or health benefit plan maintained by Customer for its own employees; the analysts/technical personnel supplying services under this Agreement are not employees of Customer.

RESERVED

5. DUTIES AND SUBSTITUTION OF ANALYSTS/TECHNICAL PERSONNEL. LN will locate analysts/technical personnel for Customer according to the qualifications, experience, and project requirements set forth by Customer and given to LN. The work to be performed by the analysts/technical personnel providing services under this Agreement shall be set out by Customer and stated in the Statement of Work. The analysts/technical personnel shall report the results of the work, to the extent required by Customer, to Customer's Project Manager or other designated official, but the primary control over such personnel shall be exercised by LN or, in the case of such personnel who is a valid independent contractor, by that personnel itself. Because Customer has the opportunity to interview all analysts/technical personnel located by LN prior to their commencement of any services for Customer, LN shall have no liability to Customer if such personnel are determined by Customer not to meet its requirements and Customer shall not be relieved of making payments to LN for the services provided by such personnel up to the time that they are terminated in accordance with this Agreement.

6. NOTICE OF TERMINATION OF SERVICES. Customer agrees to notify LN prior to its termination of any services of the analysts/technical personnel covered by this Agreement regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in a written Statement of Work covering such services. Customer can terminate analysts/technical personnel with a 30-day notice to LN. Payment is due to LN through analysts/technical personnel termination date. If any analysts/technical personnel providing services under this Agreement has terminated the relationship with LN, and whether or not such termination is in violation of such personnel's agreement with LN, LN shall notify Customer of such termination within three days of receipt of notice from such personnel.

7. INTELLECTUAL PROPERTY RIGHTS. Customer agrees that all material, documentation, deliverables and other tangible expressions of information including but not limited to software programs and software documentation, designs, technical data, formulae, and processes, whether in final production or draft, which result from any work performed by any analysts/technical personnel providing services under this Agreement and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to LN unless some other arrangements have been agreed to by both parties in writing. LexisNexis will return all copies of Customer Data provided upon termination of this contract and shall remove all such Customer Data, including back up and archival copies, maintained by LexisNexis except Customer Data that LexisNexis is required to retain to meet its legal and regulatory requirements. Where such retention is required, LexisNexis shall delete all Customer Data promptly upon such requirements permitting deletion. LexisNexis will continue to maintain the confidentiality of any Customer Data during the period of retention. No Confidential Information will be used by LexisNexis for any future purposes that are not specifically authorized by the Customer.

8. CONFIDENTIALITY. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give, if permitted by law, the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict 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 with respect to

Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, 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. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, the California Public Records Act [Cal. Gov. Code sections 6250, *et seq.*], or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

Customer shall not request of the analysts/technical personnel providing services under this Agreement any information regarding the rate(s) and other terms of remuneration agreed to between LN and such analysts/technical personnel, nor shall Customer induce such analysts/technical personnel to provide such information, nor shall Customer disclose or permit to be disclosed to such personnel, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between Customer and LN, unless otherwise required by court order, subpoena, public records act request, or other federal, state, or local law. As LN considers such information to be "Confidential", Customer agrees to notify LN immediately if such rate(s) or other terms are disclosed to it by any analysts/technical personnel or any other party, or if it learns that any analysts/technical personnel have received information about the rate(s) or other such terms agreed to between Customer and LN.

9. EXCISE, SALES, ETC. TAXES ON SERVICES. The charges for all services under this Agreement are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

10. LICENSES; PERMITS, ETC. LN represents and warrants that LN has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for LN to practice its profession or provide any services under the Agreement. LN represents and warrants that LN shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for LN to practice its profession or provide such Services. Without limiting the generality of the foregoing, if LN is an out-of-state corporation, LN warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

11. LN NOT AN AGENT. Except as Customer may specify in writing, LN and LN's personnel shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. LN and LN's personnel shall have no authority, express or implied, to bind Customer to any obligations whatsoever.

12. LIABILITY AND INDEMNIFICATION. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTIONS 9 CONFIDENTIALITY OR 12 INDEMNIFICATION FOR THIRD PARTY CLAIMS, NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF AN SOW, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTIONS 9 OR 12, EACH PARTY'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID UNDER THE RELATED SOW UNDER WHICH SUCH LIABILITY AROSE. NEITHER PARTY SHALL BRING ANY CLAIM ARISING HEREUNDER MORE THAN 12 MONTHS AFTER SUCH CLAIM ACCRUES.

LN shall assume the defense of and indemnify and hold harmless Customer from and against all third party actions or third party claims against Customer, its officers, agents or employees from any and all loss, including reasonable attorneys' fees, sustained by Customer by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of negligence or deliberate, willful, or criminal acts by the Customer, its officers, agents or employees and except for actions or claims alleging dangerous conditions of Customer property which arise out of the acts or failure to act by the Customer, its officers, agents or employees which are not created by an LN employee or LN invitee. LN shall have the right to defend any such claim and Customer shall extend reasonable cooperation in connection with such defense, which shall be at LN's expense. LN or its designated representative shall also have the sole right to settle any such claim for indemnification if such settlement includes a complete release of Customer. Customer may at its expense, participate in the defense of any such claim for indemnification if its position is not materially inconsistent with that of LN and if in its reasonable judgment such claim or the resolution thereof would have an ongoing material effect on Customer. In the event LN fails to defend the same within a reasonable length of time, Customer shall be entitled to assume the sole defense

thereof, and LN shall be liable to repay Customer for all expenses reasonably incurred in connection with said defense (including reasonable attorney's fees and settlement payments) if it is determined that such request for indemnification was proper.

Customer shall assume the defense of and indemnify and hold harmless LN from and against all third party actions or third party claims against LN, its officers, agents or employees from any and all loss, including reasonable attorneys' fees, sustained by LN by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of negligence or deliberate, willful, or criminal acts by LN, its officers, agents or employees and except for actions or claims alleging dangerous condition of LN property which arise out of the acts or failure to act by LN, its officers, agents or employees which are not created by a Customer employee or Customer invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party which shall include prompt written notice to the other party upon its initial receipt of information that could reasonably support any such claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement.

Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

12.1. **INSURANCE.** During the term of this Agreement, LN shall comply with the insurance provisions set forth in Addendum 1 to this Agreement, attached hereto and incorporated herein by reference.

13. **TERMINATION OF THIS AGREEMENT.** This Agreement will continue in effect until terminated by Customer or LN which termination shall occur only at the expiration of the term provided for in the Statement of Work or otherwise for a material breach of this Agreement. Customer can terminate all or part of the Agreement with LN with a 30-day notice. Payment is due to LN through Agreement termination date.

14. **ASSIGNMENT.** Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

15. **NOTICES.** Any requirement to "notify" , or for "notice" or "notification", in connection with the subject matter of this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) to the party for whom intended, or five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

16. **NONDISCRIMINATION.** LN, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. LN shall not participate either directly or indirectly in discrimination prohibited by federal, state, or local regulations.

17. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

18. ECONOMIC SANCTIONS LAWS. Customer 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, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN 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. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

19. COMPLETE AGREEMENT AND AMENDMENT. This Agreement and any written Statement of Works executed hereunder contain the entire agreement between the parties hereto with respect to the matters covered herein. Customer acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

20. WAIVER. Neither Customer's acceptance of, or payment for, any Service or Additional Service performed by LN, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

21. LAW AND DISPUTES. This Agreement shall be governed by the laws of the State of California its conflict of laws provisions notwithstanding. Any lawsuit pertaining to this agreement shall be brought in State or Federal courts in the State of California. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to recover its attorney's fees and costs.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

AUTHORIZATION AND ACCEPTANCE

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

CUSTOMER: City of san Rafael, via its Police Department

Signature: _____

Print: Jim Schutz

Title: City Manager

Date: _____

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of Lexis Nexis.

Lexis Nexis Risk Solutions FL Inc.:

Signature: 

Print: Haywood Talcove

Title: CEO (LNSSI)

Date: June 12, 2020

ADDENDUM 1 TO ANALYST FOR HIRE AGREEMENT
BETWEEN THE CITY OF SAN RAFAEL AND LEXISNEXIS RISK SOLUTIONS FL INC.

INSURANCE.

A. During the term of this Agreement, LN shall maintain, at no expense to CUSTOMER, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If it employs any person, LN shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. LN's worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against CUSTOMER.

B. The insurance coverage required of the LN in this section shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the CUSTOMER, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under LN'S insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by CUSTOMER and shall not call upon CUSTOMER's insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in LN'S policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, LN hereby grants to CUSTOMER a waiver of any right to subrogation which any insurer of LN may acquire against CUSTOMER by virtue of the payment of any loss under such insurance. LN agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CUSTOMER has received a waiver of subrogation endorsement from the insurer.



**SCHEDULE A
Analyst for Hire**

Customer Name: San Rafael Police Dept., CA
Billgroup #: ACC-1616930
LN Account Manager: Mark Staniak

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

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning July 1, 2020 and ending June 30, 2021 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ANALYST FOR HIRE FEES

During the Term, Customer shall pay to LN a license fee of \$140,979.00 ("Analyst for Hire License Fee"), which shall be invoiced in twelve (12) equal monthly installments of \$11,748.25 per month, in exchange for the professional services of one (1) Analyst for Hire.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **June 17, 2020**.

4. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: San Rafael Police Dept., CA

Signed: _____

Name: _____

Title: _____

Date: _____