

REVIVAL AND EIGHTH AMENDATORY AGREEMENT

THIS REVIVAL AND EIGHTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **LEXISNEXIS COPLOGIC SOLUTIONS INC.**, a Delaware corporation, whose address is 1000 Alderman Drive, Alpharetta, Georgia 30005 (the “Vendor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 29, 2011, and amended the Agreement on October 25, 2012, January 27, 2014, July 13, 2015, February 15, 2017, July 24, 2017, and again on April 19, 2018, to replace the Denver Police Department’s homegrown Offense reporting System with the preferred solution of the enterprise Record Management System (Versaterm) within the Denver Police Department where the public can order and pay for police reports (the “Agreement”);

WHEREAS, the Parties acknowledge and agree that LexisNexis Claims Solutions Inc. is now LexisNexis Coplogic Solutions Inc.; and

WHEREAS, the Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2023, a new Exhibit C titled, “Order Form No. 1 - LexisNexis® Desk Officer Reporting System (DORS),” is hereby added to the Agreement and shall read as attached hereto.

2. Effective January 1, 2023, a new Exhibit D titled, “DORS Pricing Quote Notice,” is hereby added to the Agreement and shall read as attached hereto.

3. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: The term of the Agreement (“Term”) shall commence on October 1, 2011, and expire, unless sooner terminated, on December 31, 2025.”

4. Subsection 5.A. of the Agreement titled, “**Fee**,” is hereby amended to read as follows:

“A. **Fee**: The fee for the software and services described in **Exhibits A, A-1, C, and D** is Eight Hundred Seventy-Seven Thousand Two Hundred Two Dollars and Eighty-Eight Cents (\$877,202.88) (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance.”

5. Subsection 5.D(i) of the Agreement titled, “**Maximum Contract Liability**,” is hereby amended to read as follows:

“(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of Eight Hundred Seventy-Seven Thousand Two Hundred Two Dollars and Eighty-Eight Cents (\$877,202.88). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement. City acknowledges that Vendor shall not be required to travel on-site to perform work.”

6. Section 24 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**24. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

8. This Revival and Eighth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

9. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit C**, Order Form No. 1 - LexisNexis® Desk Officer Reporting System (DORS); and **Exhibit D**, DORS Pricing Quote Notice.

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Contract Control Number: TECHS-202265712-08 (TECHS-201101011-08)
Contractor Name: LEXISNEXIS COPLOGIC SOLUTIONS INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202265712-08 (TECHS-201101011-08)
LEXISNEXIS COPLOGIC SOLUTIONS INC.

By: 
B6D0A238C7D2433...

Name: William S. Madison
(please print)

Title: EVP Risk Solutions
(please print)

ATTEST: [if required]

By: 

Name: Hera Kelly
(please print)

Title: Contract Manager
(please print)

Exhibit C, Order No. 1
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 1 (“**Order**”) is entered into this _____ day of _____, 20____ (“**Order Effective Date**”) between City and County of Denver (“**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, this Order 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 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 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 the Agreement.

3.5. Pursuant to Section 2.1 of 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 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.
X	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 an initial term of twenty-four (24) months (“**Initial Term**”), whereupon this Order shall automatically renew for additional twelve (12) month periods (“**Renewal Term**”) unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term.

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

5.1. Reports will not be sold under this Order No. 1.

5.2. **Annual Fee.** Agency shall pay an annual license Fee for the Services which includes Support and Maintenance Services in the amount of Thirty-Four Thousand Eighteen and 62/100 (\$34,018.62) (“**Annual Fee**”). The Annual Fee for the Initial Term shall be invoiced on the Order Effective Date. After the Initial Term, the Annual Fee shall be invoiced by Provider according to the Agreement and due on the annual anniversary of the Order Effective Date.

DORS Pricing Quote Notice

LexisNexis® Risk Solutions

1000 Alderman Drive
Alpharetta, GA 30005



November 2022

Quote: 20220607 Denver CO
Account Number: C100235

Term	Description	Amount
1 Year	<u>LexisNexis® Desk Officer Reporting System Annual Maintenance and Support for the period of 1/1/2023 through 12/31/2023</u> <ul style="list-style-type: none"> • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment 	\$ 35,719.55
1 Year	<u>LexisNexis® Desk Officer Reporting System Annual Maintenance and Support for the period of 1/1/2024 through 12/31/2024</u>	\$ 37,505.53
1 Year	<u>LexisNexis® Desk Officer Reporting System Annual Maintenance and Support for the period of 1/1/2025 through 12/31/2025</u>	\$ 39,380.80
1 Year	<u>LexisNexis® Desk Officer Reporting System Annual Maintenance and Support for the period of 1/1/2026 through 12/31/2026</u>	\$ 41,349.84
1 Year	<u>LexisNexis® Desk Officer Reporting System Annual Maintenance and Support for the period of 1/1/2027 through 12/31/2027</u>	\$ 43,417.34

Sales tax as Applicable

*****This is not an invoice. No Payment is due at this time.*****

Contact your account manager if you have questions about this notice and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Matthew Underwood
matthew.underwood@lexisnexisrisk.com

Confidential

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

THANK YOU FOR YOUR BUSINESS!