

# Huntsville, Alabama

308 Fountain Circle Huntsville, AL 35801

## Cover Memo

Meeting Type: City Council Regular Meeting Meeting Dates	8/10/2023	File ID: TMP-3177	
Department: Police			
Subject:	Type of Action:	Approval/Action	
Resolution authorizing the Mayor to enter into a Schedule A Tand Lexis Nexis Risk Solutions.	`raX Subscription b	etween the City of Huntsville	
Resolution No.			
Finance Information:			
Account Number: 1000-17-17100-515250-00000000			
<b>City Cost Amount: \$ 3,087.00</b>			
Total Cost: \$ 3,087.00			
Special Circumstances:			
Grant Funded: \$ 0.00			
Grant Title - CFDA or granting Agency: N/A			
Resolution #: N/A			
Location: (list below)	_		
Address: N/A  District: District 1 □ District 2 □ District 3 □ District	rict 4 □ District	5 🗆	
Additional Comments:  TraX software renewal that is utilized by the Huntsville Police Department NAMACC Unit.			

Meeting Type: City Council Regular Meeting Meeting Date: 8/10/2023

File ID: TMP-3177

### RESOLUTION NO. 23 -

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Lexis Nexis Risk Solutions, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Schedule A TRaX Subscription Between The City of Huntsville and Lexis Nexis Risk Solutions" consisting of one (1) page, and the date of August 10, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the  $10^{th}$  day of August, 2023.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 10th day of August, 2023.

Mayor of the City of Huntsville, Alabama

#### LexisNexis Risk Solutions

## SCHEDULE A TraX and VIPER (Subscription)

Customer Name:	Huntsville AL Police Department
Billgroup #:	ACC-6952623
LN Account Manager:	Kimberly LaRue

This Schedule A sets forth additional or amended terms and conditions for the use of the TraX and VIPER services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

#### 1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning September 1, 2023 and ending August 31, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

#### 2. ANNUAL SUBSCRIPTION FEES

- **2.1** Beginning on the effective date hereof, Customer shall pay to LN an annual subscription fee of \$3,087.00 ("Annual Subscription Fee"), in exchange for access to and use of the LN Services.
- **2.2** If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, the Annual Subscription Fee will be increased 5.00%+.

#### 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 August 31, 2023.

#### 4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to <a href="mailto:cloudquestions@lexisnexisrisk.com">cloudquestions@lexisnexisrisk.com</a>.

#### 5. 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: Huntsville AL Police Department

Signed:	
Name:	
Title:	
Date:	President of the City Council of the City of Huntsville, AL Date: August 10, 2023

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Confidential
Customized Schedule A
TraX and VIPER

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