

Action History (UTC-05:00)

Submit

by Chelsey Rodgers 01-30-2026 08:43:24 AM (Start Form)

Submit

by Erika Schlabach 01-30-2026 08:45:38 AM (Pre-Director approval)

- The task was assigned to Erika Schlabach 1/30/2026 8:43:27 AM

Approve

by Todd R. Garrison 01-30-2026 10:57:40 AM (Director Approval)

- The task was assigned to Todd R. Garrison, Christopher Morales 1/30/2026 8:45:39 AM
- Todd R. Garrison assigned the task to Todd R. Garrison 1/30/2026 10:57:10 AM

Approve

by Mary Grace Stamper 01-30-2026 03:41:06 PM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper 1/30/2026 10:57:41 AM
- Mary Grace Stamper assigned the task to Mary Grace Stamper 1/30/2026 3:40:10 PM

Reviewed

by Bernice Moen 02-01-2026 03:45:52 PM (Purchasing Specialist - 4S)

■ PRR EXEMPT - NOT POSTED

EVER-TERM  
CA PENDING 2/24/26  
SOLE SOURCE SS26-57

- The task was assigned to Bernice Moen, Michael White 1/30/2026 3:41:06 PM
- Bernice Moen assigned the task to Bernice Moen 2/1/2026 3:38:48 PM

Purchasing Denied

by Alla Skipper 02-02-2026 08:46:57 AM (Purchasing Approval)

■ This item is no longer confidential. Please review Carol's note below. Your Laserfiche item will be returned for correction so you can attach the revised paperwork.  
Kindly confirm with your IT team or City Hall IT whether this still falls under PRR. Please ensure the proper paperwork is provided to the City Clerk for signature. If this is a PRR item, it will not be attached in Legistar.

For PRR-related items, please reach out to Vicki Edwards and follow her guidance on completing and attaching the documents for commission. For reference, here are two previous PRR items you may review:

- This year: 26-0209
- Last year: 24-1482

Thank you for your attention to this matter. Please let me know if you have any questions.

- The task was assigned to Alla Skipper, Keith Raney 2/1/2026 3:45:54 PM
- Alla Skipper assigned the task to Alla Skipper 2/2/2026 8:46:35 AM

Resubmit

by Chelsey Rodgers 02-02-2026 11:18:40 AM (Requester resubmit)

- The task was assigned to Erika Schlabach, Chelsey Rodgers, Carol Cooper-Colicchio. The due date is: February 17, 2026 12:00 AM 2/2/2026 8:47:02 AM
- Chelsey Rodgers assigned the task to Chelsey Rodgers 2/2/2026 11:08:50 AM

Submit

by Erika Schlabach 02-02-2026 12:16:19 PM (Pre-Director approval)

- The task was assigned to Erika Schlabach 2/2/2026 11:18:42 AM

Approve

by Todd R. Garrison 02-03-2026 08:10:50 AM (Director Approval)

- The task was assigned to Todd R. Garrison, Christopher Morales 2/2/2026 12:16:20 PM
- Todd R. Garrison assigned the task to Todd R. Garrison 2/3/2026 8:10:42 AM

Approve

by Mary Grace Stamper 02-03-2026 09:42:46 AM (Budget Approval)

- The task was assigned to Nicole Brown, Mary Grace Stamper 2/3/2026 8:10:52 AM
- Mary Grace Stamper assigned the task to Mary Grace Stamper 2/3/2026 9:32:22 AM

Reviewed

by Bernice Moen 02-04-2026 12:41:56 PM (Purchasing Specialist - 4S)

■ EVER-TERM

CA PENDING 2/24/26

SOLE SOURCE SS26-57

- The task was assigned to Bernice Moen, Michael White 2/3/2026 9:42:48 AM
- Michael White assigned the task to Michael White 2/4/2026 11:42:13 AM
- Bernice Moen reassigned the task to Bernice Moen 2/4/2026 12:05:52 PM

Approve

by Michael White 02-11-2026 03:18:13 PM (Verify DemandStar)

- The task was assigned to Bernice Moen, Michael White 2/11/2026 12:42:00 PM
- Michael White assigned the task to Michael White 2/11/2026 3:15:58 PM

Approve

by Keith Raney 02-11-2026 03:24:19 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 2/11/2026 3:18:14 PM
- Keith Raney assigned the task to Keith Raney 2/11/2026 3:23:18 PM

Approve

by Irina Kukharenko 02-12-2026 05:12:41 PM (Finance Director)

- The task was assigned to Irina Kukharenko, Marilyn Martinec 2/11/2026 3:24:20 PM
- Irina Kukharenko assigned the task to Irina Kukharenko 2/12/2026 4:54:42 PM

Reviewed

by Lori Hollingshead 02-13-2026 08:12:09 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Kaitlyn Griffin 2/12/2026 5:12:42 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 2/13/2026 8:11:41 AM



# Procurement Request

## City of North Port

### Request

**Request Type \***

Sole/Single Source/Standardization

**Capital? (?)** No  Yes**PRR-EX (?)** Yes**FY \***

2026

**Type code \***

S

**Preparer**

Chelsey Rodgers

**Pre-Director Approver(s) (?)**

	Name
1	Erika Schlabach

**Department \***

POLICE

**Division(s)****Commission Date (?) \***

02/24/2026

**Agenda Item (?) \***

26-0344

**Purchase****Payment Method \*** Visa Purchase  Purchase Order**Purchase Type \*** Single Purchase (current FY)  
 Blanket Purchase (current FY)**Purchase SubType \*** None  Change Order  
 Amendment**Description \***

TraX and VIPER is a web-based software system offered through LexisNexis Risk Solutions. It allows police detectives to quickly gather critical investigative data using call detail record analysis. Patterns of live analysis can be conducted to find a subject's location more quickly and efficiently. The Virtual Pen Register offers a graphic interface that is used to enhance geolocation investigations in real time.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

**Exemption Explanation (?) \***

Trax with VIPER is a sole source product developed, maintained, and distributed by LexisNexis. There are no known competing products or services that fulfill the same requirements as provided by LexisNexis.

**Steps taken to verify these goods and/or services are not available elsewhere (?) \***

N/A. A sole source letter was provided.

**Other vendors that were contacted (?) \***

N/A

**Grant? \*** Yes  No**Technology Related? (?) \*** Yes  Renewal  No**Technology type \***

Software, Subscription

**Exemption****Reason \***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source)

 Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

**Explanation \***

The PD currently uses LexisNexis products. It is a sole source provider.

**Supporting backup \***

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Accurant TraX Sole Source Letter - 6963643 City of North Port Florida for the North Port Police Department.pdf	191.69KB
SS26-57 Notice of Intent - ADA.pdf	189.55KB

**DemandStar**  
For Purchasing Division

**Date Posted**

02/04/2026

**Sole/Single Source Number**

SS26-57

**Verified By**

Bernice Moen

**Effective Date**

02/11/2026

**Expiration Date**

02/10/2027

**Purchase Details**

**Line Items**

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Accurant TraX Subscription	YR	1.00	\$7,673.63	\$7,673.63
2	Virtual Pen Register Subscription Fee	YR	1.00	\$2,835.00	\$2,835.00

**Shipping (?) \***      **Total Charges**  
\$0.00      \$10,508.63

**Accounts (?)**

	Dept *	Account # (?) *	Project #	Amount *
1	PD	001-2100-521.46-01		\$10,508.63

**Total Payments**  
\$10,508.63

**Comments to Budget (?)**

**Vendor Details**

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavILine.

Vendor Name \*

LEXISNEXIS RISK SOLUTIONS FL INC

Vendor Number \*

6528

Vendor Name CST

Contact

Vendor Email

[madison.doty@lexisnexisrisk.com](mailto:madison.doty@lexisnexisrisk.com)

Remittance Address

28330 NETWORK PLACE, CHICAGO, IL 60673-1283

Phone

866-277-8407

Vendor Documentation Current (?) \*

Yes  No

Risk Documentation Current (?) \*

Yes  No  Waiver Attached

YTD Expenses (?)

Department Inclusive (?) \*

\$10,508.63

City Inclusive (?) \*

\$10,508.63

January 28, 2026

**Chelsey Rodgers | Purchasing Agent**  
**City of North Port, Florida for the North Port Police Department**  
**4980 City Hall Blvd**  
**North Port, FL 34286**

RE: Sole Source Letter for **Accurint TraX**

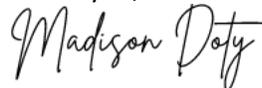
LexisNexis Risk Solutions (LNRS) is the creator and sole source vendor of **Accurint TraX Suite by Zetx** solutions. LNRS owns all intellectual property to its software applications and grants user licenses to customers only. All installation, implementation services, training, and maintenance are provided through LNRS solely. Maintenance includes support and the provision of updates and upgrades to the applications. LexisNexis uses no outside vendors, representatives, or agents to distribute any of its products or services. No other company, entity, or individual has re-seller or distribution rights to **Accurint TraX** or any of its accompanying documentation.

LexisNexis Risk Solutions (LNRS) is the sole source provider of the Trax Historical Suite by ZetX.  
Accurint TraX ZetX:

- Has developed and maintained a national tower database with estimated coverage areas of over 3.2 million sectors throughout the United States.
- Has developed and maintains phone look up database to quickly provide over 300 cellular providers throughout the United States to include each provider's specific contact and legal service procedures.
- Utilizes the Google Earth platform, allowing a free information sharing platform to include a timeline slider, and the incorporation of third-party geo-location mapping and forensic extract visualization within call detail record mapping.
- Has developed automatic analytical formatting of CDR data within a shared user platform.
- Has developed and maintains a scientifically based model of cellular mapping that meets Daubert Standards, Frye Standards and Rule 702 challenges.
- Has the ability to testify as experts either to its services and or investigative methods and processes of criminal cellular investigations.
- Provides drive test equipment and mapping at no additional cost.

If you have any questions or would like clarification on any of these items, please contact me at (937) 212-9338 or via email at [Madison.Doty@lexisnexisrisk.com](mailto:Madison.Doty@lexisnexisrisk.com)

Thank you,



**Madison Doty | Regional Account Manager**

State and Local Government, Public Safety

LexisNexis | Risk Solutions

937.212.9338 Mobile

[Madison.Doty@lexisnexisrisk.com](mailto:Madison.Doty@lexisnexisrisk.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  CN146829766-RELX-GAWUP-26-27	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> OBE Insurance Corporation			39217
<b>INSURER B:</b> Zurich American Ins. Co			16535
<b>INSURER C:</b> Various - See Acord 101			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:**

NYC-012449781-04

**REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY \$5,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			176000772	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 10,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
							Host Liquor Liab	\$ 5,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8376848 27	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll Deductibles	\$ 1,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			196000633	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 45,000,000
							AGGREGATE	\$ 45,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 8376845 27	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Cyber Liability			B0509CYBLB2650078	01/01/2026	01/01/2027	Per Claim	10,000,000
							Aggregate	10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The City of North Port, FL is included as additional insured, where required by written contract, in accordance with the policy provisions of the General Liability and Automobile Liability policies, as required by written contract.

**CERTIFICATE HOLDER**

The City of North Port, FL  
 4970 City Hall Blvd.  
 North Port, FL 34286

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA, LLC.		<b>NAMED INSURED</b> LexisNexis Risk Solutions FL Inc. 1000 Alderman Drive Alpharetta, GA 30005	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liability Continued:

Carrier Participation:

Lloyd's Syndicate No. 2623 (73.20%)

Lloyd's Syndicate No. 623 (26.80%)

NAIC: AA-1128623

# City of North Port

Human Resources Department  
Risk Management  
4970 City Hall Boulevard  
North Port, FL 34286  
Phone: 941.429.7200  
Fax: 941.429.7135

Date of Request:

Date Risk Received Request:

Response Time

## Insurance Requirements Request Form

Primary Dept.:

Secondary Dept.:

Contact Name/Phone#:

Duration of work (Calendar days)

On Site Work

Estimated Cost of Work

What are you purchasing?

### Requirements are for:

- Formal Solicitation (RFB, RFP, RFQ) Solicitation #
- Informal Solicitation (items purchased utilizing quotes and under the formal solicitation threshold)
- Vendor Insurance Renewal Expiration Date
- Insurance Update - attach original insurance requirements
- Piggyback Contract (attach a copy of the contract insurance requirements, and list entity name/piggyback information in the summary below)

### Provide a DETAILED description of the

Item being Purchased / Description of Work or Summary of Services being provided

### REQUIRED COVERAGE (To be completed by RISK)

#### Worker's Compensation -

All state and federal statutory limits apply.

- Level I: \$100,000 each accident  
\$100,000 each employee  
\$500,000 policy limit for diseases
- Level II: \$500,000 each accident  
\$500,000 each employee  
\$500,000 policy limit for diseases
- Level III: \$3,000,000 each accident  
\$1,000,000 each employee  
\$1,000,000 policy limit for diseases
- Proof of current Worker's Compensation coverage
- Worker's Compensation Exemption (notarized affidavit)

#### Commercial General Liability:

Occurrence form required aggregate separate to this job.

- Level I: \$300,000 each accident  
\$600,000 general aggregate  
\$600,000 products and completed ops  
\$100,000 damage to rented premises
- Level II: \$1,000,000 each occurrence  
\$1,000,000 general aggregate  
\$1,000,000 products and completed ops  
\$100,000 damage to rented premises
- Level III: \$3,000,000 each occurrence  
\$6,000,000 general aggregate  
\$6,000,000 products and completed ops  
\$100,000 damage to rented premises
- City of North Port to be named additionally insured
- Proof of current General Liability Insurance coverage only

**Commercial Auto Liability:**

All owned, non-owned or hired

Level I: \$300,000 each accident for property damage and bodily injury with contractual liability coverage

Level II: \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage

Level III: \$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

City of North Port to be named additionally insured

Proof of current Commercial Auto Liability Insurance only

**Sub - Limits - Personal Automobile Coverage**

\$100,000 per person  
\$200,000 per accident and  
\$100,000 property damage

**Additional Insurances when Applicable:**

**Environmental / Pollution Liability**

\$100,000 each occurrence and  
\$300,000 general aggregate

**Professional Liability**

Level I projects: 1 million per occurrence and  
1 million general aggregate

Level II projects: 1 million per occurrence and  
2 million general aggregate

Level III projects: 2 million per occurrence and  
2 million general aggregate

**Required Insurance Coverage, not specified above:**

Type of insurance	
Limits:	
Limits:	
Limits:	

Additional Risk Comments:

*NOTE: Submit this form and the certificate of insurance to Risk for final approval PRIOR to making any purchases or allowing work to be performed.*

\_\_\_\_\_  
Risk Manager or Designee

Steve Lambert  
Claims Coordinator  
Phone: 941-429-7138  
riskservices@cityofnorthport.com

\_\_\_\_\_  
Date

Sandy Knowles  
Risk & Benefits Manager  
Phone: 941-429-7130  
riskservices@cityofnorthport.com

**From:** [Risk Services](#)  
**To:** [Chelsey Rodgers](#)  
**Subject:** RE: Insurance Request - Lexis Nexis  
**Date:** Friday, January 30, 2026 7:43:12 AM  
**Attachments:** [image001.png](#)

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Please be advised that if the scope has been altered, changed, or increased, the insurance form should be updated and resubmitted to be sure that the City of North Port has adequate protection.

Vendor Approved by Risk.

Please monitor the expiration dates of policies of the approved Vendors. RISK approves insurance based on the date RISK receives the request for approval.

---

**From:** Chelsey Rodgers <[crodgers@northportpdf.gov](mailto:crodgers@northportpdf.gov)>  
**Sent:** Thursday, January 29, 2026 4:56 PM  
**To:** Risk Services <[riskservices@northportfl.gov](mailto:riskservices@northportfl.gov)>  
**Subject:** Fw: Insurance Request - Lexis Nexis  
**Importance:** High

Please review and approve.

Get [Outlook for iOS](#)

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**From:** Risk Services <[riskservices@northportfl.gov](mailto:riskservices@northportfl.gov)>  
**Sent:** Wednesday, January 28, 2026 9:28:18 AM  
**To:** Chelsey Rodgers <[crodgers@northportpdf.gov](mailto:crodgers@northportpdf.gov)>  
**Subject:** RE: Insurance Request - Lexis Nexis

Please be advised that the City of North Port is currently self-insured and all requests for insurance will be assessed accordingly, therefore, you may see some changes from previous requirements.

Based on the description provided to RISK, the attached insurance requirements apply. Please be advised that if the scope has been altered, changed, or increased, the insurance form should be updated and resubmitted to ensure that the City of North Port has adequate protection.

Risk has not copied Purchasing on this form. Once you have received the Certificate of Insurance, please send to RISK with this Insurance Requirements Request Form for Risk approval.

WHEN the City requests to be named additional insured on a policy, the Certificate of

Insurance MUST be accompanied by a copy of the additional insured endorsement.

---

**From:** Chelsey Rodgers <[crodgers@northportpdf.gov](mailto:crodgers@northportpdf.gov)>

**Sent:** Tuesday, January 27, 2026 11:20 AM

**To:** Risk Services <[riskservices@northportfl.gov](mailto:riskservices@northportfl.gov)>

**Subject:** Insurance Request - Lexis Nexis

Please review and provide requirements;

TraX and VIPER is a web-based software system offered through LexisNexis Risk Solutions. It allows police detectives to quickly gather critical investigative data using call detail record analysis. Patterns of live analysis can be conducted to find a subject's location more quickly and efficiently. The Virtual Pen Register offers a graphic interface that is used to enhance geolocation investigations in real time.



**CHELSEY RODGERS**

*Purchasing Agent*

📞 941-204-2364

✉️ [CRodgers@NorthPortpdf.gov](mailto:CRodgers@NorthPortpdf.gov)

📍 4980 City Hall Blvd, North Port FL 34286

🌐 [www.NorthPortFL.gov/JoinNPPD](http://www.NorthPortFL.gov/JoinNPPD)

A City where you can "Achieve Anything."

E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

A City where you can "Achieve Anything."

E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the

Florida Public Records Act.

## LexisNexis Risk Solutions Government Application

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

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency: City of North Port, Florida for the North Port Police Department	Main phone number for address*: 941-429-7300 <small>*If this is a cell, additional documents may be required</small>
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 4980 City Hall Blvd, North Port, FL 34286	Previous address if at the current address less than 6 mos:
Website address: https://www.northportfl.gov/City-Services-and-Safety/Emergency-S	External Agency IP Address (https://www.whatismyip.com): 50.233.184.170
External Agency IP Range – From: 170.55.33.189, 172.109.146.29, 50.233.184.170	External Agency IP Range – To: 50.233.184.174
Agency information:	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input type="checkbox"/> Other (please explain):	<input type="checkbox"/> Local/Municipal Government <input checked="" type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information (for additional administrators, please provide additional sheets)	
Product Administrator or Main Contact (first & last name): John McDowell	Title: Commander - IT
E-Mail Address: jmcowell@northportpdf.gov	Admin IP Address: 50.233.184.170
Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator <input type="checkbox"/> Erika Schlabach	Title: Asst. Business Manager
Billing Address (street, city, state, zip): 4980 City Hall Blvd North Port, FL 34286	Telephone: 941-370-5736
E-Mail Address: eschlabach@northportpdf.gov	Sales Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If Yes, provide PO Number: Will be provided after contract is completed	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name: Pileum Corporation	Contact: Deborah Gillen
Business Address (street, city, state, zip): 190 E. Capital Street, Suite 175 Jackson, MS 38803	Contact Phone Number: 601-352-2120
E-mail Address: pileumAR@pileum.com	Account Number (if applicable): METI31406 049951

**Section V – Site Visits**

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

Contact Name:	Contact Phone:
John McDowell	941-204-7037 cell 941-429-7357 office
Contact Email Address:	
jmcdowell@northportpdfi.gov	

**Signature**

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

Applicant Signature:	Date Signed:
	12/23/25
Applicant Name:	Title:
Todd Garrison	Chief of Police

**NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT**

**Customer (Agency) Name:** City of North Port, Florida for the North Port Police Department

**DBA:** \_\_\_\_\_

**Address:** 4980 City Hall Blvd

**City, State, Zip:** North Port, FL 34286

**REQUIRED Please describe your purpose of use:**

Law enforcement purposes.

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")  
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

**Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here:  Proceed to SECTION 3. QUALIFIED ACCESS

**SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— <b>(A)</b> to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and <b>(B)</b> if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

### SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Police Department

### SOCIAL SECURITY NUMBERS

- Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

#### 1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input checked="" type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

#### 2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.

<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**DRIVER'S LICENSE NUMBERS**

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

**1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)**

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input checked="" type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

**2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)**

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**SECTION 4. DEATH MASTER FILE**

For access to Limited Access DMF Data only.

No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

**I. Definitions.** For purposes of this Certification, these terms are defined as follows:

- a. DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- c. DMF:** The federal Death Master File.
- d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF

from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

## II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

**Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

**Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

## III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at [dmfcert@ntis.gov](mailto:dmfcert@ntis.gov); and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.

5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER	
Signature	<u></u>
Print Name	<u>Todd Garrison</u>
Title	<u>Chief of Police</u>
Dated	<u>12-29-25</u>

# LexisNexis® Risk Solutions Master Terms & Conditions - Government

These LexisNexis Risk Solutions Master Terms & Conditions - Government (the "**Master Terms**") are entered into as of \_\_\_\_\_ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc.** ("**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and **City of North Port, Florida for the North Port Police Department** ("**Customer**"), with its principal place of business located at 4980 City Hall Blvd., North Port, Florida 34286, each individually referred to as the "**Party**" and collectively as the "**Parties**." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LNRS Services under these Master Terms (collectively referred to as "**LN**").

**WHEREAS**, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "**LN Services**"); and

**WHEREAS**, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

**WHEREAS**, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

**NOW, THEREFORE**, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

## 1. SCOPE OF SERVICES/CUSTOMER

**CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "**Schedule A**"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally, LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services.

Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "**GLBA**"), and is regulated by the GLBA ("**GLBA Data**"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the

"DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA 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 (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product,

Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: [www.lexisnexis.com/terms/risksupp](http://www.lexisnexis.com/terms/risksupp), Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the

following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) HIPAA. Customer represents and warrants that Customer 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.

(xi) 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.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Software. To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe

the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN 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 under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN 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 LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN 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 LN 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 LN 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 LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any

unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN 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 LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. 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 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 these Master Terms 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, 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. Nothing in these Master Terms shall be construed to prevent, restrict, or otherwise limit either party from complying with any applicable federal, state, or local laws, including public records laws. Each party acknowledges that information related to the Master Terms may be subject to public disclosure unless otherwise exempt under applicable law.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Customer's payments shall be due forty-five (45) after receipt of invoice. 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.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain

liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment. The City Manager or his/her duly authorized designee is hereby authorized by the City Commission to exercise the City's right of termination under this Agreement.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN 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.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer 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 these Master Terms, 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 the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer 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 CUSTOMER.

15. **INDEMNIFICATION.** To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN 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 any third-party claim based upon (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in these Master Terms; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction,

specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under [Paragraph 2](#), the security requirements of [Paragraph 3](#) and the privacy requirements in [Paragraph 23](#). Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services 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.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an

enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("**FDCPA**") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY.** (i) With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>. (ii) To the extent that LN or Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum available at <https://risk.lexisnexis.com/group/dpa> will apply, except to the extent that LN is processing personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Group Data Processing Addendum at <https://risk.lexisnexis.com/group/dpa> will apply (collectively, the "**DPA**"). LN may change such terms only to the extent that such change is required to comply with

the Data Protection Laws, as defined therein, or does not have a material adverse impact on Customer's rights or obligations.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **E-VERIFY.** LN must be registered with and must continue during the Term to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. LN shall maintain a copy of such affidavit for the duration of the Term. If Customer has a good faith belief that LN has knowingly violated Florida Statutes Section 448.095(2), Fla. Stat., then the Master Terms may be terminated by Customer. If Customer has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.095(2), Fla. Stat., but LN otherwise complied, then Customer will promptly notify LN and order LN to immediately terminate the Master

Terms and any corresponding schedule or other agreements with the subcontractor. Any challenge to termination of these Master Terms under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If these Master Terms are terminated for a violation of the statute by LN, LN may not be awarded a public contract for a period of one year after the date of termination and will be liable for any additional costs incurred by Customer as a result of the termination.

29. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, 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 in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by either party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof. These Master Terms, nor any exhibit, schedule, or addendum, do not constitute a waiver of sovereign immunity or consent by Customer to suit by third parties. Any amendments changing the City's financial obligations under the Master Terms shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all amendments or modifications on behalf of City that do not change the City's financial obligations under the Master Terms.

30. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 20\_\_\_\_\_.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature 

Print Name Tom R. Garrison

Title Chief of Police

Dated 02/03/2026 (mm/dd/yy)

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

**SCHEDULE A**  
**Accurint TraX**  
**Online (Subscription)**

Customer Name:	<b>City of North Port, Florida for the North Port Police</b>
	<b>Department</b>
Billgroup #:	<b>ACC-6963643</b>
LN Account Manager:	<b>Madison Doty</b>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint TraX 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 24 months beginning January 1, 2026 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT TRAX FEES**

**2.1 Subscription Fee:** Beginning on the effective date hereof, Customer shall pay to LN each 12-month period (“Year”) the subscription fees as detailed in the below Accurint TraX Price Table (“Accurint TraX Subscription Fee”) in exchange for access to and use of the Accurint TraX service.

<b>Accurint TraX Price Table</b>	
<b>Year</b>	<b>Accurint TraX Subscription Fee</b>
January 1, 2026 – December 31, 2026	\$7,673.63
January 1, 2027 – Decembre 31, 2027 and continuing each Renewal Term thereafter*	\$9,450.00

\* Renewal Terms are subject to the fee increase detailed in Section 2.3

**2.2 Virtual Pen Register Fee:** Beginning on the effective date hereof, Customer shall pay to LN each Year the subscription fees as detailed in the below Virtual Pen Register Price Table (“Virtual Pen Register Subscription Fee”) in exchange for access to and use of the Virtual Pen Register add-on.

<b>Virtual Pen Register Price Table</b>	
<b>Year</b>	<b>Virtual Pen Register Subscription Fee</b>
January 1, 2026 – December 31, 2026	\$2,835.00
January 1, 2027 – Decembre 31, 2027 and continuing each Renewal Term thereafter**	\$2,976.75

\*\* Renewal Terms are subject to the fee increase detailed in Section 2.3

**2.3 Fee Increases:** At the end of the Initial Term and each Renewal Term, the fees herein will be increased 5.00%.

**2.4 Accurint TraX Amounts Payable:** Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

**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 **January 15, 2026**.

**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: City of North Port, Florida for the North Port Police Department**

Signed: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

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

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2025.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
4970 CITY HALL BLVD  
NORTH PORT, FLORIDA 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



## **NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT**

**Sole/Single Source No: SS NO. 26-57**

**Date Posted: February 4, 2026**

**Written Response Due Date: February 11, 2026**

**This is not a formal solicitation and there are no submissions required.** The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Accurant TraX and Virtual Pen Subscription**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$10,508.63**
- **VENDOR: LexisNexis Risk Solutions FL Inc.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Bernice Moen, Contract Administrator I, at 941.429.7114. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored.