

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

ATACRAIDS Addendum for
SNOPAC Agencies

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Depart. Police
 Contact Person Capt. Greg Lineberry
 Phone Number 425-257-8557
 FOR AGENDA OF November 2, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President jm

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Addendum	<u>Department(s) Approval</u> Police, Legal
Amount Budgeted	-0-		
Expenditure Required	-0-	Account Number(s):	
Budget Remaining	-0-		
Additional Required	-0-		

DETAILED SUMMARY STATEMENT:

The Everett Police Department, through its affiliation with SNOPAC 911 Emergency Communications, is in the final stages of implementing new web-based crime mapping and analysis software provided by LexisNexis Risk Solutions. While SNOPAC has already executed a services agreement with LexisNexis on behalf of member agencies, LexisNexis is requiring the attached Addendum be signed by each member agency as an acknowledgement that the use of its product is subject to the agency providing public safety data to be incorporated into their Public Safety Data Exchange Database.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the ATACRAIDS Addendum for SNOPAC Agencies at no cost to the City.

ATACRAIDS Addendum for SNOPAC Agencies

This Addendum sets forth additional or amended terms and conditions for the use of ATACRAIDS (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the LexisNexis Master Terms and Conditions (form LNMTC) – Government between SNOPAC and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the SNOPAC agency signing below ("Customer"), your use of ATACRAIDS is subject to the Agreement attached hereto as Attachment I, and this Addendum. Further, if you access the ATAC Workstation software, use of that service will be subject to the terms of the ATAC Workstation End User License Agreement attached hereto as Attachment II. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Government Case Data Exchange Database

1. LN maintains the LexisNexis® Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and state and local law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information that may be used for analysis, investigations and reporting. (the "Customer Data Contribution").
3. LN's obligations.
 - a. LN agrees to provide PSDEX information to Customer.
 - b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
 - c. LN agrees and Customer acknowledges that it will not make available to Customer the source(s) of the PSDEX reports submitted by other PSDEX customers except as required by law or a court of competent jurisdiction and except when such LN customer provides information regarding potential fraud committed by its own employees/agents.
4. Customer obligations.
 - a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
 - b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
 - c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
 - d. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
 - e. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not reasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer.

Name: Greg Lineberry
Title: Captain
Address: 3002 Wetmore
Everett, WA 98201
Phone: 425-257-8557
Fax: 425-257-6501
Email: glineberry@everettwa.gov

- f. Customer agrees that it will access information contributed to PSDEX by other customers only through LN.

- g. Customer agrees that LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's negligence, gross negligence, willful misconduct and other acts and omissions in reporting or updating incidents of alleged wrongdoing for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

- 1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute to PSDEX customers the Customer Data Contributions for use in PSDEX and all successor databases and/or information services provided by LN.
- 2. **GOOGLE GEOCODER.** LN used Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
- 3. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies.
- 4. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites, including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.
- 5. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by such customer, all data will be retained by LN and remain accessible by the general public and/or other PSDEX customers in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

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

Required: Customer ORI number (Originating Agency Identifier): WA0310300

CUSTOMER: Everett Police Department

Signature: _____

Print: _____

Title: _____

Date: _____