

INTRADEPARTMENTAL CORRESPONDENCE

February 14, 2018
14.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LEXISNEXIS RISK SOLUTIONS FL INC., FOR COMPUTER-ASSISTED LEGAL RESEARCH SERVICES FOR THE LOS ANGELES POLICE DEPARTMENT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement between the City of Los Angeles and LexisNexis Risk Solutions FL Inc. (LexisNexis), for computer-assisted legal research services for the Los Angeles Police Department (LAPD).
2. That the Board TRANSMIT the Agreement to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

The Professional Services Agreement between the City of Los Angeles and LexisNexis is a sole-source contract. LexisNexis provides legal research services to the LAPD by utilizing a proprietary system known as LexID®. LexisNexis will provide selected LAPD users with access to their Accurint Virtual Crime Center, Accurint Crime Analysis, Accurint LE, Accurint LE Plus, Accurint Mobile, RMS Interface, and Community Crime Map. Users will include designated sworn and civilian personnel. The Agreement is for three years, beginning January 1, 2018 and ending on December 31, 2020, for an amount not to exceed \$402,500.00 annually for the duration of the contract. The LAPD's current subscription to LexisNexis expired on December 31, 2017; however, a ratification clause in the Agreement allows the subscription to continue during the review and approval process.

Should you have any questions regarding this matter, please contact Senior Management Analyst Nancy Cammarata, Risk Management Legal Affairs Group, at (213) 486-0378.

Respectfully,



CHARLIE BECK
Chief of Police

Attachment

PROFESSIONAL SERVICES AGREEMENT

Contractor: LEXISNEXIS RISK SOLUTIONS FL INC.

Regarding: COMPUTER-ASSISTED LEGAL RESEARCH
SERVICES FOR THE LOS ANGELES
POLICE DEPARTMENT

Agreement Number _____

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EXHIBITS

Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.2]

Exhibit B – Statement of Work

Exhibit C – Accurint Virtual Crime Center Addendum

Exhibit D – Schedule A, Accurint Virtual Crime Center Accurint for Law Enforcement Plus (Subscription)

AGREEMENT No. _____
BETWEEN
THE CITY OF LOS ANGELES
AND
LEXISNEXIS RISK SOLUTIONS FL INC.
DBA LEXISNEXIS RISK SOLUTIONS

This Agreement is made and entered into by and between the City of Los Angeles, a Municipal Corporation, hereinafter referred to as the "City," acting by and through the Los Angeles Police Department hereinafter referred to as the "LAPD," and LexisNexis Risk Solutions FL Inc. ("LexisNexis Risk Solutions" or "LexisNexis"), a Georgia-based subsidiary of RELX Inc. (formerly known as "Reed Elsevier Inc."), hereinafter referred to as the "Contractor," and is set forth as follows:

RECITALS

WHEREAS, the LAPD has a need for real-time, nationwide computer-assisted research services, hereinafter, "Services" and access to public records; and

WHEREAS, the Services must leverage a unique, non-public identifier that Department personnel can use, along with other integrated applications, to immediately retrieve additional details on each individual or business; and

WHEREAS, the City does not have available in its employ personnel with sufficient expertise and the necessary equipment to undertake and accomplish the aforementioned Services in a timely manner; therefore, the City desires to secure a qualified contractor to accomplish this end; and

WHEREAS, the Contractor possesses the breadth of public records information, patented linking technology, and entity resolution technology used to create integrated products that preclude other suppliers from providing comparable Services to the Department; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the Services described herein for consideration and upon the terms and conditions as hereinafter provided; and

WHEREAS, the Contractor represents it is experienced in providing Services of the type required and has indicated its willingness to perform such Services, and it is in the City's best interest, from a feasibility and economical aspect, to secure said Services from the Contractor; and

WHEREAS, the Services to be performed by the Contractor are of an expert and technical nature and are temporary and occasional in character; and

WHEREAS, the Contractor's legal research Services are provided utilizing a proprietary system currently only available to the Contractor, specifically, LexID.

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1.0 PARTIES TO THE AGREEMENT

1.1 Parties to the Agreement

The parties to this Agreement are:

- A. The Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. LexisNexis Risk Solutions, having its principal address at 1000 Alderman Drive, Alpharetta, GA 30005 with a remittance address of 28330 Network Place, Chicago, IL 60673-1283.

1.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- A. Charlie Beck
Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, California 90012

With copies to:

- Chief of Detectives
Detective Bureau
Los Angeles Police Department
100 West First Street, 6th Floor
Los Angeles, California 90012
- B. The Contractor's representative is, unless otherwise stated in the Agreement:

Chief Legal Officer
LexisNexis Risk Solutions
9443 Springboro Pike
Miamisburg, OH 45342

With copies to:

Nicole T. Sam
Account Manager
LexisNexis Risk Solutions
9443 Springboro Pike, BLDG 5
Miamisburg, Ohio 45342

1.3 Formal Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4 Notices of Change

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section within five (5) working days of said change by either party.

2.0 TERM OF AGREEMENT

The term of this Agreement shall begin on January 1, 2018, and will terminate on December 31, 2020, unless otherwise terminated as provided under Section 4.0 below.

3.0 SERVICES TO BE PROVIDED

The Contractor will be required to provide the following Services subject to the Contractor's standard license terms set forth in Exhibit B – Statement of Work, Exhibit C – Accurint Virtual Crime Center Addendum, and Exhibit D – Schedule A, Accurint Virtual Crime Center Accurint for Law Enforcement Plus (Subscription), attached hereto and incorporated herein.

3.1 Licensed Contractor Services

The Contractor will provide LAPD with user IDs with access to Accurint Virtual Crime Center, Accurint Crime Analysis, Accurint LE, Accurint LE Plus, Accurint Mobile, RMS Interface (included at no cost), and Community Crime Map (communitycrimemap.com). Users will include sworn and civilian personnel.

3.1.1 User IDs allow users to use, print, download, and email all materials available online as well as all services

accessible/available on LexisNexis that the Contractor customarily provides to its users in accordance with the terms and conditions of this Agreement.

3.2 Support Services

On-line tech support services, which shall generally be available seven (7) days per week, 24-hours per day by calling the Contractor's Customer Support at (866) 960-8407.

4.0 TERMINATION

In lieu of PSC-9A of Exhibit A, the following shall be applicable to this Agreement: City may terminate this Agreement, or any part thereof, for its convenience, upon giving the Contractor thirty (30) calendar days written notice prior to the effective date of such termination. Upon receipt of said notice, the Contractor shall immediately take action to refrain from incurring any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. City shall pay the Contractor up to the effective date of termination and shall pay the Contractor for the costs incurred by the Contractor to effect such termination.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

For complete and satisfactory performance of the terms and conditions of this Agreement, the LAPD will pay the Contractor an amount not to exceed Four Hundred Two Thousand Five Hundred Dollars (\$402,500.00) annually for a total amount of One Million Two Hundred Seven Thousand Five Hundred Dollars (\$1,207,500.00).

5.2 Appropriation

LAPD's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement and LAPD's obligation hereunder, is limited to \$402,500.00 per year. If the City appropriates additional funds for this Agreement, LAPD's payment obligations shall be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. The Contractor shall not provide any services, goods or equipment, and the LAPD shall not pay for any services, goods or equipment provided, in excess of the funds appropriated for this Agreement unless mutually agreed upon in writing and signed by both parties.

5.3 Invoices

For Services provided under this Agreement, the Contractor will be paid by LAPD in accordance with Section 5.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the LAPD. The Contractor must include the following information, and any other documentation requested by LAPD, on each invoice:

- a. Date of invoice
- b. Invoice number
- c. Agreement number
- d. Description of services
- e. Amount of invoice

5.4 Ratification

Due to the need for the Contractor's services to be provided continuously, on an ongoing basis, the Contractor may have provided services prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of this Agreement those services are hereby ratified.

5.5 Best Terms

In lieu of PSC-24 of Exhibit A, the following shall be applicable to this Agreement: If either the City or the Contractor become aware of discounts in pricing for a similarly situated municipal customer with comparable contract terms, City will be entitled to such discounts. Contractor does not represent it will use, nor does this Agreement require it to use, any process to track discounts offered to customers.

6.0 RETENTION OF RECORDS

The Contractor shall also maintain records, including records of financial transactions related solely to this Agreement, pertaining to the performance of the Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period of no less than thirty-six (36) months following final payment made by the LAPD hereunder or the expiration date of this Agreement, whichever occurs last. Upon timely and reasonable written notice to the Contractor, said records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within the thirty-six (36) months following the final payment made by the LAPD hereunder or the termination date of this Agreement, whichever occurs last. The Contractor shall provide any reports reasonably and timely requested by the LAPD relating solely to performance of the Agreement.

7.0 OWNERSHIP AND LICENSE

In lieu of PSC-21 of Exhibit A, the following shall be applicable to this Agreement: City agrees that its access to and use of the Contractor's Services and materials contained therein does not give the City any intellectual property right, title or interest in the Contractor's Services and materials. Contractor shall retain all right, title, and interest with respect to all of its intellectual property, regardless of whether such information or intellectual property is embodied in any materials or deliverables provided to City in performance of this Agreement. As applicable to performance under this Agreement, for all intellectual property provided by Contractor to City, Contractor shall provide such intellectual property with its customary commercial license, a copy of which is provided hereto. Except as provided for in such commercial license, no other rights, express or implied, shall inure to the benefit of City.

7.1 Survival of Provisions

The provisions of this Section 7.0 shall survive termination of this Agreement.

8.0 INDEMNITY

8.1 Warranty

The Contractor hereby represents and warrants that it has the right and authority to make the Online Services and Materials available to LAPD pursuant to this Agreement.

9.0 INTELLECTUAL PROPERTY WARRANTY

In lieu of PSC-20 of Exhibit A, the following shall be applicable to this Agreement: City's use will not infringe on any issued patent, copyright, trade secret, trademark or other intellectual property when used in accordance with the terms of this Agreement.

10.0 DATA PROTECTION

In lieu of PSC-22 of Exhibit A, the following shall be applicable to this Agreement: Contractor shall protect City-provided data acquired in the course and scope of this Agreement using reasonable means and technology. Contractor shall notify City in writing within a reasonable amount of time of any actual breach affecting City-provided data ("Data Breach"). Contractor shall begin remediation immediately. Contractor shall provide City with timely updates regarding findings and actions Contractor has taken to resolve the Data Breach to the extent Contractor may make such disclosure without violating any privilege, violating any confidentiality agreement, or releasing proprietary information. Contractor shall indemnify and hold harmless City from any actions resulting from a Data Breach if such Data Breach was due to the negligence of Contractor.

11.0 CONFIDENTIALITY

In lieu of PSC-43 of Exhibit A, the following shall be applicable to this Agreement: Documents, information, and materials provided by City to Contractor and marked "Confidential" ("Confidential Information") by City are to be treated as confidential. Contractor shall treat the material in the same manner as it treats its own confidential information. If a third party obtains unauthorized access to Confidential Information, Contractor shall notify City of the access within a reasonable amount of time after Contractor discovers such access. This provision will survive expiration or termination of this Agreement.

12.0 STANDARD PROVISIONS

- A. The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 10/17)[v. 2]*, attached hereto as Exhibit A and incorporated herein by reference, with the exception of PSCs 9A, 20, 21, 22, 24, and 43. Requirements related to PSC-9A have been addressed in Section 4.0, Termination; PSC-20 has been addressed in Section 9.0, Intellectual Property Warranty; PSC-21 has been addressed in Section 7.0, Ownership and License; PSC-22 has been addressed in Section 10.0, Data Protection; PSC-24 has been addressed in Section 5.5, Best Terms; and PSC-43 has been addressed in Section 11.0, Confidentiality.
- B. The Contractor must access insurance information on the Internet through the City Administrative Officer (CAO) Risk Management website. For information, go to:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

Through the TRACK4LA system, a broker can have insurance approval within 24 hours.

- C. The Contractor will obtain and keep current a Business Tax Registration Certificate (BTRC) Number and all such certificates required of it and will not allow any such certificate(s) to be revoked or suspended while any contract is in effect. For compliance details, contact the Office of Finance, Tax and Permit Customer Service Center at (844) 663-4411 or write to:

Office of Finance
Special Desk Unit
200 North Spring Street, Room 101
Los Angeles, CA 90012

Contractors also may apply online:
<http://finance.lacity.org/online-taxpayer-services>

13.0 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

13.2 Number of Originals and Exhibits

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Exhibits A-E listed below are incorporated herein by this reference:

Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.2]
Exhibit B – Statement of Work
Exhibit C – Accurint Virtual Crime Center Addendum
Exhibit D – Schedule A, Accurint Virtual Crime Center, Accurint for Law Enforcement Plus (Subscription)

13.3 Order of Precedence

This Agreement, and any Exhibits or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Exhibits, the order of precedence will be as follows:

- (1) This Agreement between the City of Los Angeles and LexisNexis
- (2) Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.2]
- (3) Exhibit B – Statement of Work

- (4) Exhibit C – Accurint Virtual Crime Center Addendum
- (5) Exhibit D – Schedule A, Accurint Virtual Crime Center, Accurint for Law Enforcement Plus (Subscription)

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

14.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the persons authorized to bind the parties hereto.

15.0 GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

[Signature page follows.]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

LEXISNEXIS RISK SOLUTIONS FL INC.
a subsidiary of RELX Inc.,
a Georgia Corporation

By: 

CHARLIE BECK
Chief of Police

By: 

HAYWOOD TALCOVE
Chairman and CEO

Date: 2/14/18

Date: 1-12-18

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
DANIEL W. KREINBRING
Deputy City Attorney

By: 

JAMES F. WORRALL
General Counsel

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0002767402-0001-7

Internal Revenue Service Taxpayer Identification Number: 41-1815880

Agreement Number: C -