

RESOLUTION NO. 189 2019

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC., FOR ADVANCED USE OF DATA SOURCE, FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED \$3,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with TransUnion Risk and Alternative Data Solutions, Inc., for use of data source, for the Division of Police.

Section 2 - That an amount, not to exceed the sum of \$3,000.00, be and hereby is approved for payment to TransUnion Risk and Alternative Data Solutions, Inc., from account # 1101-505506-71299, pursuant to the terms of the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 11, 2019



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]



**PRICING SHEET
to Pricing Supplement**

"Agency": <u>Lexington Fayette Urban County Government</u> Agency ID: <u>52081</u> TRADS Services: <u>TLOxp® Online - Non-Batch LE Flat Rate.</u> Effective Date: <u>03/01/2019</u> Supplement Term: <u>12</u> month(s) without auto-renewal.	Monthly Fee: <u>\$ 800.00</u> Number of Monthly Transactions: <u>3,500</u> The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.
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EXCLUDED SEARCHES/REPORTS:
 The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

<input checked="" type="checkbox"/> Social Media Search	<input type="checkbox"/> Comprehensive Report – Person
<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Comprehensive Report – Business
<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Locate/Asset Report
<input checked="" type="checkbox"/> Driving Violations	<input type="checkbox"/> Address Report
<input type="checkbox"/> Phone Report	<input type="checkbox"/> Global Watch List Search
<input checked="" type="checkbox"/> Real-Time Phone Carrier Search	

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:
 Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Lexington Fayette Urban County Gov't-Division of Police

Agency Name ("Subscriber")

Linda Gorton APR 11 2019
 Authorized Signature Signature Date

Linda Gorton
 Type or Print Name of Authorized Signer

Acct#: 52081

SS.Rep: MM/BC

Non_Autorenew_Non Batch LE Flat Rate

Version: 01.18.2019

CONFIDENTIAL

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TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
SUBSCRIBER AGREEMENT & APPLICATION

Application: Must be completed in its entirety.

Company: [REDACTED]	
Name of Company or Agency ("Subscriber"): <u>Lexington Fayette Urban County Government</u>	
DBA: <input type="text"/>	Federal Employee Identification Number (FEIN): <input type="text"/>
Physical Address: <u>150 E Main St, Lexington, KY 40507-1318</u>	
Phone Number: <u>8592583600</u>	Number of Employees: <u>Unknown</u>
Type of Business (LLC, C-Corp, S-Corp): <input type="text"/>	Industry: <u>Law Enforcement</u>
Web Site Address: <u>http://www.lexingtonky.gov/index.aspx?page=67</u>	
Business / Professional License # (if applicable): <input type="text"/>	Please provide copy of license

Primary Administrator [REDACTED] (The person responsible for managing your account on behalf of the Company)	
Name: <u>Chris Russell</u>	Title: <u>Detective</u>
Address (if not Headquarters): <input type="text"/>	
Direct Phone #: <input type="text"/>	Cell Phone #: <u>859-576-0785</u>
E-mail Address: <u>crussell@lexingtonpolice.ky.gov</u>	

Subscriber Agreement:

This Subscriber Agreement ("Agreement") is entered into as of the date indicated below, by and between Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS.

- Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that may contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which, and without limitation, the Subscriber certifies to comply, where applicable.
- TRADS is not a "consumer reporting agency," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and TRADS Services do not constitute "consumer report(s)," as defined by FCRA. TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to the Subscriber on a trial basis free of charge until the earlier of (a) seven (7) calendar days or as otherwise agreed to by TRADS in writing or (b) 300 transactions or (c) the start date of purchased TRADS Services ordered by Subscriber. Subscriber access to TRADS Services during any such free trial shall be subject to all the terms of your Subscriber Agreement and the online Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.
- Either party may terminate this Agreement at any time upon notice to the other party.
- This Agreement, the attachments, if any, and the online Terms and Conditions, all incorporated by reference, constitute the entire agreement between Subscriber and TRADS. Terms and Conditions may be found at <http://www.TLO.com/termsandconditions>.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the online Terms and Conditions. I certify that I am authorized to execute this Agreement on behalf of the Subscriber and the statements I have provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"): <u>Lexington Fayette Urban County Government</u>	
Authorized Signature: <u>Linda Gorton</u>	DATE: <u>APR 11 2019</u>
Print Name of Authorized Signer: <u>Linda Gorton</u>	TITLE: <u>Mayor</u>