

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on 19th September 2019 by and between the County of Siskiyou ("County") and TransUnion Risk and Alternative Data Solutions, Inc, ("Contractor") and is entered into this 21st day of April, 2020.

WHEREAS, the Contract expires on May 31, 2020, and services continued to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract;

WHEREAS, the cost of services to be provided under the contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2023.

Paragraph 3.01 of the Contract, Scope of Services, Exhibit "A", Pricing Supplement and Pricing Sheet to Pricing Supplement, shall be deleted and replaced in their entirety with the new Exhibit "A", Pricing Supplement and Pricing Sheet to Pricing Supplement, attached hereto and hereby incorporated by reference.

Paragraph 4.01 of the Contract, Compensation, shall be deleted and replaced in its entirety as follows:

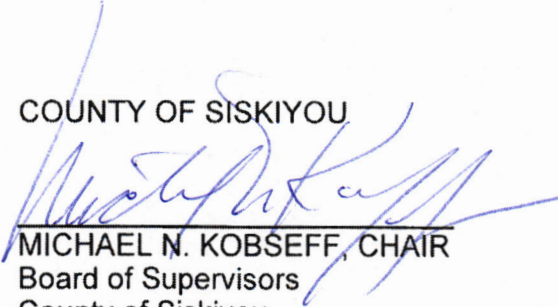
Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A. Payment shall not exceed the amount appropriated by the Board of Supervisors for such services for the fiscal year. The County shall be responsible for providing prompt, written notice to Contractor if appropriations become unavailable or inadequate. The County shall also be responsible for refraining from utilizing the Contractor's Services, if and when it becomes aware of any actual or potential lack of appropriations to cover its obligations under this Agreement.

All other terms and conditions of the Contract shall remain in full force and effect.

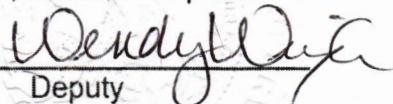
IN WITNESS WHEREOF, County and Contractor have executed this first addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

Date: 4/21/2020

COUNTY OF SISKIYOU


MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: 
Deputy

Date: Apr 10, 2020

CONTRACTOR: TransUnion Risk and
Alternative Data Solutions, Inc


Ernesto Castelnovo (Apr 10, 2020)

Ernesto Castelnovo, Senior VP
Specialized Risk Group

Date: Apr 9, 2020


Gena Evertson (Apr 9, 2020)

Gena Evertson, VP of Sales

License #: 46-3901689

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 46-3901689

ACCOUNTING:

19/20FY	¹⁰²⁴ 1006 -201160-723000	\$1,800.00 NTE	E2000316
20/21FY	1006-201160-723000	Rate .01	
21/22FY	1006-201160-723000	Rate .01	
22/23FY	1006-201160-723000	Rate .01	

Encumbrance number: E2000316


APPROVED
TRADS Legal Dept
By: 
Date: 4-8-2020

Exhibit A

to follow



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.]

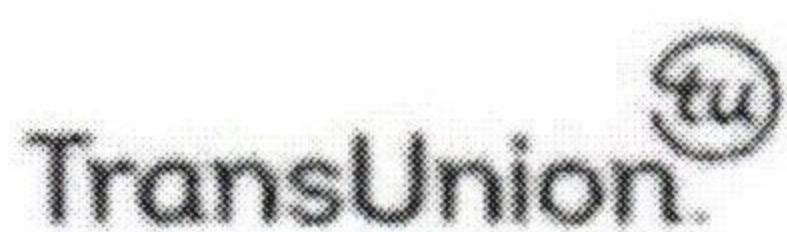
Acct#: 1064887

SS Rep: MT/PP

Non_Autorenew_Non Batch LE Flat Rate

Version: 08.22.2019

Approved
TransUnion
Legal Dept



**PRICING SHEET
to Pricing Supplement**

<p>"Agency": <u>Siskiyou County District Attorney's Bureau of Investigation</u></p> <p>Agency ID: <u>1064887</u></p> <p>TRADS Services: <u>TLOxp® Online - Non-Batch LE Flat Rate.</u></p> <p>Effective Date: <u>06/01/2020</u></p> <p>Supplement Term: <u>37</u> month(s) without auto-renewal.</p>	<p>Monthly Fee: <u>\$ 175.00</u></p> <p>Number of Monthly Transactions: <u>500</u></p> <p>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.</p>																
<p>EXCLUDED SEARCHES/REPORTS:</p> <p>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.</p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> Social Media Comprehensive Report</td> <td><input type="checkbox"/> Comprehensive Report – Person</td> </tr> <tr> <td><input checked="" type="checkbox"/> Social Media Basic Search</td> <td><input type="checkbox"/> Comprehensive Report – Business</td> </tr> <tr> <td><input checked="" type="checkbox"/> Super Reverse Phone Lookup</td> <td><input type="checkbox"/> Locate/Asset Report</td> </tr> <tr> <td><input type="checkbox"/> Relationship Report</td> <td><input type="checkbox"/> Address Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Driving Violations</td> <td><input type="checkbox"/> Global Watch List Search</td> </tr> <tr> <td><input checked="" type="checkbox"/> Real-Time Phone Carrier Search</td> <td><input type="checkbox"/> Phone Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Vehicle Sightings via DRN</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> CARFAX® Vehicle History Report</td> <td></td> </tr> </table> <p>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.</p>		<input checked="" type="checkbox"/> Social Media Comprehensive Report	<input type="checkbox"/> Comprehensive Report – Person	<input checked="" type="checkbox"/> Social Media Basic Search	<input type="checkbox"/> Comprehensive Report – Business	<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Locate/Asset Report	<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Address Report	<input checked="" type="checkbox"/> Driving Violations	<input type="checkbox"/> Global Watch List Search	<input checked="" type="checkbox"/> Real-Time Phone Carrier Search	<input type="checkbox"/> Phone Report	<input checked="" type="checkbox"/> Vehicle Sightings via DRN		<input checked="" type="checkbox"/> CARFAX® Vehicle History Report	
<input checked="" type="checkbox"/> Social Media Comprehensive Report	<input type="checkbox"/> Comprehensive Report – Person																
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<input checked="" type="checkbox"/> Real-Time Phone Carrier Search	<input type="checkbox"/> Phone Report																
<input checked="" type="checkbox"/> Vehicle Sightings via DRN																	
<input checked="" type="checkbox"/> CARFAX® Vehicle History Report																	
<p>TRANSACTIONAL OVERAGE PRICING:</p> <p>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.</p>																	
<p>"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).</p>																	

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:

Siskiyou County District Attorney's Bureau of Investigation

Agency Name ("Subscriber")

03-18-20

Authorized Signature

Signature Date

CHIEF INVESTIGATOR YVES PIKE

Type or Print Name of Authorized Signer

Acct#: 1064887

SS Rep: MT/PP

Non_Autorenew_Non Batch LE Flat Rate

Version: 08.22.2019

CONFIDENTIAL

@16018
E2000316
\$1,800.00

**COUNTY OF SISKIYOU
CONTRACT FOR SERVICES**

This Contract made this 19th day of Sept 2019, between:

COUNTY: Siskiyou County District Attorney's
Bureau of Investigation
PO Box 986
Yreka, CA 96097

and

CONTRACTOR: TransUnion Risk and Alternative Data Solutions Inc.
4530 Conference Way South
Boca Raton, FL 33431

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective June 1, 2019 and shall terminate on May 31, 2020, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Specific Services: Contractor agrees to furnish the following services:
Contractor shall provide the services described in Exhibit "A" attached hereto.
No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by District Attorney (or his or her designee).

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's



services.

- 3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in the not to exceed amount of One Thousand Eight Hundred and 00/100 (\$1,800.00).
- 4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management: Contractor shall report to the District Attorney (or his or her designee) who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property, up to but not exceeding the limitation on liability incorporated into

the Contractor's Subscriber Agreement & Application, dated March 8, 2019," and as included within Exhibit A. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and including the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.06 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be included as additional insureds under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor, and that no other insurance effected by County or other additional insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to County. The General Liability Insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be included as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County. Contractor shall maintain a blanket additional insured endorsement using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.06 above. Contractor shall provide County with at least thirty (30) days advance written notice in the event any of the insurance policies required hereunder are cancelled and not replaced. Naming the County as a "Certificate Holder" or other similar language is **NOT** sufficient satisfaction of the requirement. Prior to commencement of performance of services by contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. If Contractor's required insurance policies are cancelled and not replaced during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.
- 5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is

determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County. Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department. The professional liability insurance policy shall also include coverage for Network Security and Privacy Liability (aka Cyber coverage) which shall include 1st and 3rd party loss for any data breach or other loss of confidential information for which Contractor is legally liable.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials

including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use. Notwithstanding the foregoing, the parties understand that the TRADS Services and TRADS Data, as defined in Exhibit A, are licensed to the County pursuant to the terms of Exhibit A and are not owned by the County. Furthermore, the Contractor's audit logs and other internal documents created at private expense and/ or maintained by Contractor as part of its ordinary course of business and not created specifically as a Contract deliverable are the property of the Contractor, and copies shall be delivered to the County only as may be required for the County to abide by the California Public Records Act, and in consideration of all exceptions to disclosure authorized by the California Public Records Act.

- 5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon reasonable prior written request of the County.
- 5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, , are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.
- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or

- will have any financial interest under this Contract is an officer or employee of County.
- 5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
 2. Death of Contractor.
- 7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- 7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be

deemed communicated as of two (2) days after mailing.

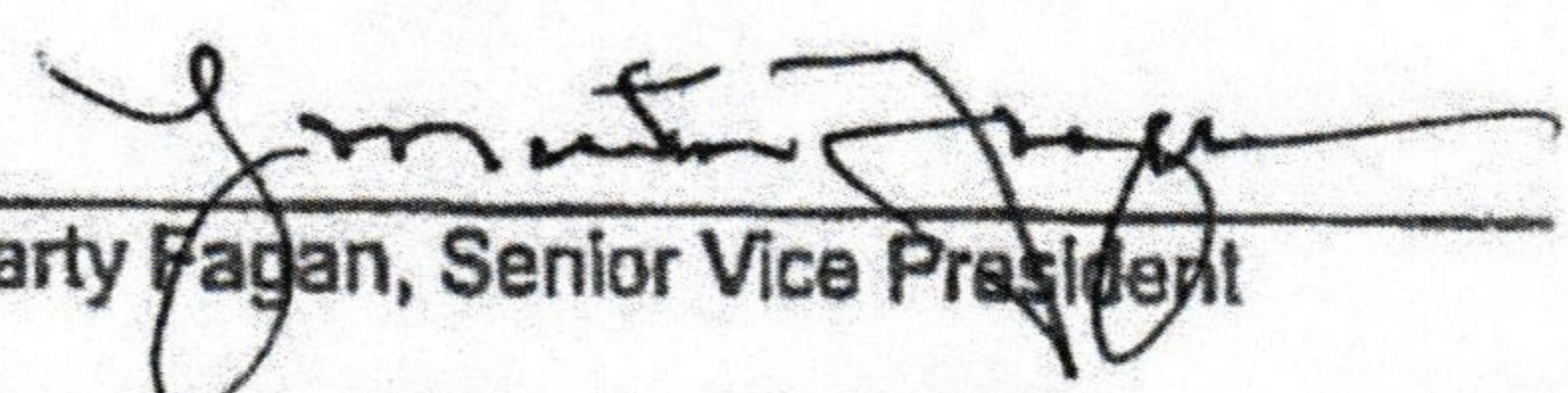
- 8.02 **Entire Agreement of the Parties:** This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 **Partial Invalidity:** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 **Reduction of Consideration:** Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09 **Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 **Time is of the Essence:** Time is of the essence in the performance of this Contract.

- 8.11 **Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12 **Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this contract.
- 8.13 **Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Contract.
- 8.14 **Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 **No Reliance On Representations:** Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

CONTRACTOR: TransUnion Risk and Alternative Data Solutions, Inc.

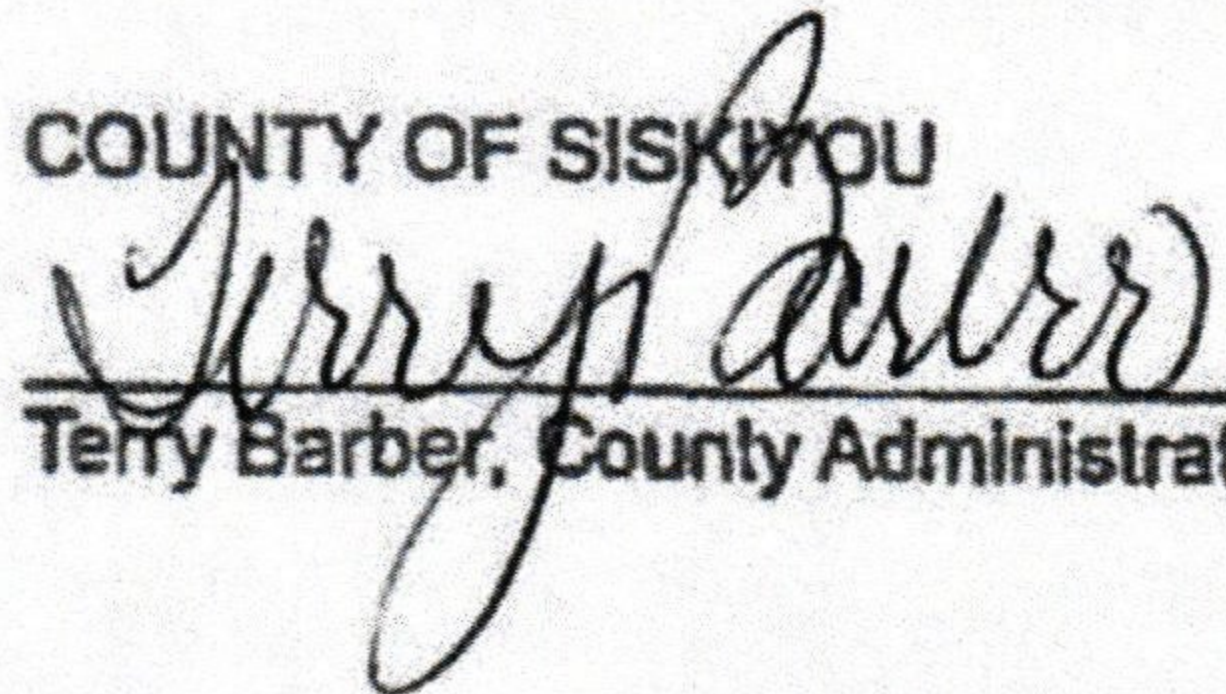
Date: 7/31/19


Marty Fagan, Senior Vice President

License No.: N/A
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 46-3901689

COUNTY OF SISKIYOU
 9/19/19
Terry Barber, County Administrator (Date)

APPROVED
TRADS Legal Dept
By: 
Date: 6/7/2019
45631

APPROVED AS TO LEGAL FORM:

[Signature] 8/1/19
Edward J. Kiernan, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund Org Account Activity Code (if applicable)
1006 1024 201160 723000 ^{FFD} 19/20
If not to exceed, include amount not to exceed: FY ~~18/19~~ \$1,800.00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

[Signature] 9/10/19
Jennie Ebejer, Auditor-Controller (Date) ^{FFD}

APPROVED AS TO INSURANCE REQUIREMENTS:

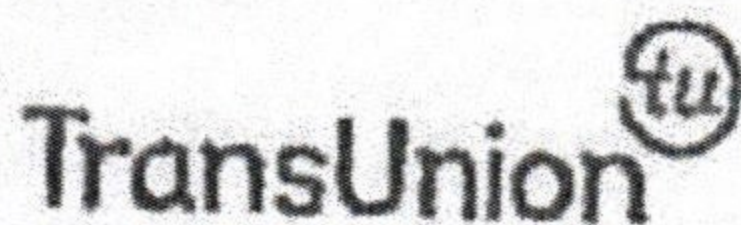
[Signature] 9/19/19
Ann Merkle, Risk Management (Date)



Exhibit A

to follow

Approved
Transition
Legal Dept



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

Application: Must be completed in its entirety.

Company information form including Name of Company or Agency (Siskiyou County DA's Office BOI), Federal Employees Identification Number (FEIN) 94-6000537, Physical Address 311 4th Street / PO Box 986, Phone Number (530)842-8125, Number of Employees 4, Type of Business Public, Industry, Web Site Address www.co.siskiyou.ca.us/district-attorney, and Business (Professional License # (if applicable) Please provide copy of license.

Company Representative information form including Name Yves Pike, Title Supervising Investigator, Address (if not Headquarters), Direct Phone # (530)842-8231, Cell Phone # (530)598-9929, and E-mail Address ypike@siskiyouda.org.

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.

- 1. Subscriber understands and agrees that TRADS offers public record products and other products and services ("TRADS Services") that contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-8809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply.
2. 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.
3. 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.
4. Either party may terminate this Agreement at any time upon notice to the other party.
5. 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.

Signature and title information form including Name of Company or Agency (Siskiyou County DA's Office BOI), Authorized Signature (Terry Barber), Print Name of Authorized Signer (Terry Barber), Title CAO, and DATE 3/8/19.

Revised February 1, 2016

Account #

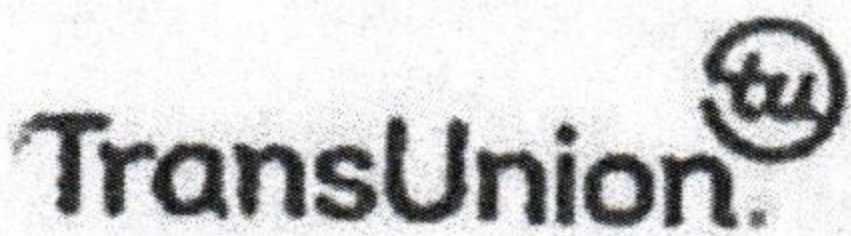


PRICING SUPPLEMENT

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 to 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 of 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>Siskiyou County District Attorney's Bureau of Investigation</u> Agency ID: <u>1064887</u> TRADS Services: <u>TLOxp® Online - Non-Batch LE Flat Rate.</u> Effective Date: <u>07/01/2019</u> <i>09 m/AH</i> Supplement Term: <u>12</u> month(s) without auto-renewal.	Monthly Fee: <u>\$ 150.00</u> Number of Monthly Transactions: <u>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 Basic 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 checked="" type="checkbox"/> Real-Time Phone Carrier Search	<input type="checkbox"/> Global Watch List Search
<input checked="" type="checkbox"/> CARFAX® Vehicle History Report	<input type="checkbox"/> Phone Report

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:
 Siskiyou County District Attorney's Bureau of Investigation
 Agency Name ("Subscriber")
Terrey Barber 9/19/19
 Authorized Signature Signature Date
Terrey Barber
 Type or Print Name of Authorized Signer

Acct#: 1064887
 SS Rep: AR/BC
 Non_Autorenew_Non Batch LE Flat
 Rate Version: 04.05.2019

CONFIDENTIAL