



Powder Springs Police Department

P.O. Box 46, 1114 Richard D. Sailors Parkway, Powder Springs, GA, 30127

7/9/2020

Al Thurman

Thank you for your valued relationship with LexisNexis Coplogic Solutions Inc. ("Coplogic"). Since 2009, Coplogic, and its predecessors, Appriss, Inc. and Open Portal Solutions (OPS), have provided the Georgia Electronic Accident Reporting System (GEARS) to Georgia law enforcement agencies via our contractual relationship with the Georgia Department of Transportation (GDOT). GEARS provides your agency with crash reporting software and analytical tools that allows your agency to submit your crash data to the GDOT GEARS repository. GEARS development and support is provided at zero cost to both the state and your agency. We do this by providing online distribution of automobile accident reports 24/7 and allowing citizens who have a legal right to accident reports the ability to access automobile accident reports more quickly and easily via our ecommerce web portal, www.BuyCrash.com.

Your agency has entered into a revenue sharing arrangement with Coplogic or one of its predecessors for the online sale of your agency's crash reports. Agencies in other states have recently raised a question regarding whether their revenue sharing arrangements with Coplogic for the provision of online access to crash reports should be interpreted to require the payment of another fee to the agency. Specifically, those agencies have inquired whether another fee is due to the agency where a crash report was previously sold by a Coplogic affiliate (such as LexisNexis Claims Solutions Inc. ("Claims")), an agency fee was already paid for that sale, and the affiliate then resold the crash report to a third party.

Coplogic has always interpreted these arrangements to mean that a payment is only made to the agency for crash report purchases from the Coplogic eCommerce portals (which are currently BuyCrash.com and Policereports.Lexisnexis.com).

Although we do not believe that revenue-sharing arrangements in Georgia require payments to be made for subsequent sales of previously sold crash reports by affiliates like Claims, we value our relationships with our law enforcement partners and therefore, Coplogic has performed a reconciliation of the accounts of its agency partners and has paid the outstanding fees associated with subsequent sales in the jurisdictions with which LexisNexis contracted, including your agency.

Additionally, we have updated our standard services agreements and orders to clarify when law enforcement agencies will be paid an agency fee for the sale of a crash report going forward.

We are requesting that you review the enclosed modification to your Agreement and sign and return it to Coplogic.Agreements@LexisNexisRisk.com. If you have any questions, please contact me Sarah Kelemen at 937.212.9807. We appreciate your assistance in this regard and look forward to our continued relationship.

Sincerely,

Sarah Kelemen
Client Services
Coplogic Solutions
LexisNexis Risk Solutions
937.212.9807 Direct

PRIVILEGED AND CONFIDENTIAL INFORMATION OF LEXISNEXIS

LN_GA MOUeCommerce_Q1.v1.20

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**"), dated 7/9/2020, is by and between LexisNexis Coplogic Solutions Inc., with offices at 1000 Alderman Drive, Alpharetta, Georgia, 30005 ("**LN Coplogic**"), and Powder Springs Police Department with offices at P.O. Box 46, 1114 Richard D. Sailors Parkway, Powder Springs, GA, 30127 ("**Agency**"). This MOU shall be effective on the date of execution of the last party signing ("**Effective Date**"). Each Party shall be individually referred to herein as "**Party**" or collectively as "**Parties**."

PURPOSE. Agency acknowledges that, pursuant to a separate agreement (Contract Number: 48400-197-DOT0001774-001) between LN Coplogic and the Georgia Department of Transportation ("**GDOT**") to which Agency is not a party (the "**Agreement**"), GDOT has authorized LN Coplogic to facilitate the fulfillment of public record requests for accident reports prepared by a law enforcement agency pursuant to Universal Citation: GA Code § 40-9-31 (2018), including without limitation, the Georgia Uniform Motor Vehicle Crash Report and submitted by the agency to the Georgia Electronic Accident Reporting System ("**GEARS**") ("**GEARS Reports**"). As such, LN Coplogic shall provide GEARS Reports to legal entities and individuals permitted to obtain a copy of GEARS Reports in accordance with the Agreement and applicable laws and regulations ("**Authorized Requestors**").

SCOPE OF SERVICES. LN Coplogic shall not charge any fee to Agency for the services described herein. LN Coplogic shall charge no more than the amount permitted by GDOT pursuant to Code Section 40-9-30 for each GEARS Report ("**GEARS Report Fee**") sold to an Authorized Requestor via LN Coplogic's eCommerce web portal, BuyCrash.com (and its successor(s) the "**LN Portal**") provided, however, that each request for a GEARS Report shall be submitted along with a statement of need (as described in **Exhibit A** and pursuant to the requirements set forth on the LN Portal). Of this GEARS Report Fee, LN Coplogic agrees to remit Five and 00/100 Dollars (\$ 5.00) to Agency for each crash report submitted by Agency to GEARS and subsequently sold as a GEARS Report via the LN Portal ("**Agency Fee**"). No Agency Fee will be paid with respect to the following: (1) When an Affiliate (as defined below) has paid an Agency Fee to acquire a GEARS Report for an Authorized Requestor (including GEARS Reports purchased before the Effective Date) and such Affiliate later resells that GEARS Report from its inventory of previously purchased GEARS Reports to another Authorized Requestor; or (2) When a fee is not charged to an Authorized Requestor for the GEARS Report; or (3) When a GEARS Report is acquired by an Affiliate of LN Coplogic from a source other than a web portal, product and/or service which is offered, owned and/or operated by LN Coplogic or its Affiliate. Nothing in this MOU shall require LN Coplogic or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a GEARS Report to a third party after the Authorized Requestor has purchased such GEARS Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all GEARS Reports requested by authorized law enforcement entities ("**Agency Requestors**") shall be provided free of charge.

Nothing in this MOU shall prohibit LN Coplogic's Affiliates from purchasing GEARS Reports via the LN Portal, or from distributing previously purchased GEARS Reports to Authorized Requestors or Agency Requestors in accordance with the terms of this MOU and applicable laws and regulations. Nothing in this MOU shall prohibit Affiliates from acquiring GEARS Reports from a source other than the LN Portal.

For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with LN Coplogic. LN Coplogic Affiliates shall not be bound by the terms and conditions of this MOU with respect to the provision of their applicable services hereunder.

To the extent permitted under applicable law, LN Coplogic's entire liability to Agency under this MOU shall not exceed One-Hundred (\$100.00) Dollars. In no event shall LN Coplogic be liable for any indirect, special, incidental, or consequential damages in connection with this MOU.

This MOU will automatically renew on the anniversary of the Effective Date for an additional year, and on each subsequent anniversary, unless either Party gives the other Party 60 days written notice of termination prior to the renewal.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

PRIVILEGED AND CONFIDENTIAL INFORMATION OF LEXISNEXIS



Powder Springs Police Department

LexisNexis Coplogic Solutions Inc.

By: _____

By: _____

Print Name: Al Thurman

Print Name: Roy Marler

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT: Signature In Process



Exhibit A
STATEMENT OF NEED

In accordance with O.C.G.A. § 50-18-72, the Requestor of the record shall first submit a written statement of need. The Requestor, whether a natural person or legal entity, who is requesting in person or by representative to inspect or copy the Crash Report or Crash Data derived therefrom shall check all applicable boxes and sign below. Furthermore, Crash Reports and Crash Data derived therefrom shall not be available in bulk for inspection or copying by any person absent a written statement showing the need for each such report.

NOTE: Any person or entity whose name or identifying information is contained in a Crash Report shall be entitled, either personally or through a lawyer or other representative, to receive a copy of such report;

The Requestor shall check all applicable boxes:

- ☐ Has a personal, professional, or business connection with a party to the accident;
- ☐ Owns or leases an interest in property allegedly or actually damaged in the accident;
- ☐ Was allegedly or actually injured by the accident;
- ☐ Was a witness to the accident;
- ☐ Is the actual or alleged insurer of a party to the accident or of property actually or allegedly damaged by the accident;
- ☐ Is a prosecutor or a publicly employed law enforcement officer;
- ☐ Is alleged to be liable to another party as a result of the accident;
- ☐ Is an attorney stating that he or she needs the requested reports as part of a criminal case, or an investigation of a potential claim involving contentions that a roadway, railroad crossing, or intersection is unsafe;
- ☐ Is gathering information as a representative of a news media organization; provided, however, that such representative submits a statement affirming that the use of such accident report is in compliance with Code Section 33-24-53. Any person who knowingly makes a false statement in requesting such accident report shall be guilty of a violation of Code Section 16-10-20;
- ☐ Is conducting research in the public interest for such purposes as accident prevention, prevention of injuries or damages in accidents, determination of fault in an accident or accidents, or other similar purposes; provided, however, that this subparagraph shall apply only to accident reports on accidents that occurred more than 60 days prior to the request and which shall have the name, street address, telephone number, and driver's license number redacted; or
- ☐ Is a governmental official, entity, or agency, or an authorized agent thereof, requesting reports for the purpose of carrying out governmental functions or legitimate governmental duties;

Print/Signature:

Date:

Certificate Of Completion

Envelope Id: 41E15B0C7ADB4AC0B34449AF500CDA2B

Status: Sent

Subject: Services Agreement Modification

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Coplogic Solutions

AutoNav: Enabled

9443 Springboro Pike

Envelopeld Stamping: Enabled

Miamisburg, OH 45342

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

coplogic.agreements@lexisnexisrisk.com

IP Address: 66.241.32.168

Record Tracking

Status: Original

Holder: Coplogic Solutions

Location: DocuSign

7/9/2020 2:17:07 PM

coplogic.agreements@lexisnexisrisk.com

Signer Events

Signature

Timestamp

Al Thurman

Sent: 7/9/2020 2:17:09 PM

tbailey@cityofpowdersprings.org

Resent: 9/1/2020 10:03:58 AM

Security Level: Email, Account Authentication
(None)

Resent: 9/15/2020 9:37:11 AM

Signature Provider Details:

Resent: 9/15/2020 10:23:58 AM

Signature Type: DS Electronic

Viewed: 9/15/2020 10:28:48 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Roy Marler

roy.marler@lexisnexisrisk.com

Security Level: Email, Account Authentication
(None)

Signature Provider Details:

Signature Type: DS Electronic

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/15/2020 10:23:58 AM

Payment Events

Status

Timestamps