

**USER'S AMENDED AND RESTATED AGREEMENT
AND SOFTWARE LICENSE FOR
LAW ENFORCEMENT CONTRIBUTORS
OF THE
REGIONAL AUTOMATED PROPERTY INFORMATION DATABASE ("RAPID")**

This User's Agreement ("Agreement") is made effective on **October 1, 2013** ("Effective Date") by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and **The City of Salem by and through Salem Police Department** (hereinafter referred to as "NAMED USER"), by and through their duly authorized representatives. This Agreement has a five-year term and will expire on **September 30, 2018**. This Agreement may be renewed by Amendment for an additional five year, for a total term of ten years.

This Agreement may refer to the City and NAMED USER individually as a "Party" or jointly as the "Parties."

Authority to enter into the Agreement is pursuant to Oregon Revised Statutes ("ORS") 190.110.

RECITALS

WHEREAS, in 2008 the City implemented the Regional Automated Property Information Database ("RAPID"), a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis including, stolen and lost article data held by Oregon State Police (OSP), specifically OSP's Law Enforcement Data System ("LEDS"), the Federal Bureau of Investigations (FBI) National Crime Information Center ("NCIC") and Washington State Police (WSP), specifically WSP's Washington Crime Information Center ("WACIC"); and

WHEREAS, the City has a contract (the "License Agreement") with Business Watch International ("BWI") which grants the City a license to use BWI's Software in the RAPID system and to resell licenses for BWI's Software to certain Users of RAPID;

WHEREAS, NAMED USER has previously executed a RAPID User's Agreement (the "Original Agreement") with the RAPID Users Executive Board ("RUEB") with an effective date of **October 1, 2013**, Portland Vendor number 542725, which identified NAMED USER as a Contributor; and

WHEREAS, NAMED USER understands that said Original Agreement will be superseded by this User's Agreement to be executed with the City; and

WHEREAS, NAMED USER desires to continue to be a Contributor to RAPID and obtain a Perpetual Software license from the City along with the continued right to access and use RAPID as set forth herein; and

WHEREAS, the City and NAMED USER desire to enter into this Agreement and being fully advised;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1.0 Definitions

“Amendment” means a written document, required to be signed by authorized representatives of both Parties, which alters the terms and conditions of this Agreement.

“Authorized Use” means functions and capabilities that a User is assigned and able to perform based on User ID, password, and rights, as established and granted by the City or a RAPID administrator.

“BWI” means Business Watch International of Regina, Saskatchewan, Canada, the developer and licensor of the Software.

“Contributor” means a law enforcement agency that enters data into RAPID or has Dealers who submit current data for entry into RAPID. Contributors are required to have a Software license.

“Dealer” means a pawn shop, second-hand store or other commercial entity, such as a scrap metal dealer, engaged in the purchase or resale of goods who may encounter stolen property, and who is within the jurisdiction of a Contributor.

“Maintenance” means services provided by the City or BWI to keep RAPID operating at optimal performance levels and to respond to requests from Users for technical assistance.

“Non-Law Enforcement Participant (NLEP)” means a Participant that is not a law enforcement agency.

“Non-PPDS Contributor” means a Contributor who did not become a licensed User under the provisions of the original License Agreement as a PPDS User or under a subsequent agreement between the City and BWI.

“Participant” means a law enforcement agency or other entity that accesses information in RAPID but does not submit current Dealer data into RAPID. Participants may search for data in the RAPID system.

“PPDS” means the Portland Police Data System.

“PPDS Contributor” means a Contributor who is identified in the License Agreement as a PPDS User and who is included as a licensed User in the original perpetual Software license granted to the City by BWI or who subsequently was identified as a PPDS User by mutual agreement between the City and BWI.

“Perpetual License” means a BWI software license that is purchased.

“RAPID” means the Regional Automated Property Information Database, the cooperative effort of regional law enforcement agencies, initiated and managed by the City, to collect and share data on pawn, secondhand and metal recycler dealer transactions. RAPID may also refer to the Web-based information system that accesses the database.

“Software” means the proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the RAPID System and are sublicensed to NAMED USER by the City pursuant to this User Agreement, specifically BWI’s Internet-based information reporting and exchange system RPDSS and ADXStudio’s related utility software, and including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation to RPDSS and ADXStudio.

“Source Code” means a complete copy, expressed in high-level (i.e., human-readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software.

“User” means a law enforcement agency or other authorized entity or individual that accesses RAPID. A User may be a Contributor or a Participant.

2.0 Software License and Maintenance

2.1 NAMED USER is designated a User in the **Contributor** classification.

2.2 Subject to payment of all license fees as set forth in Exhibit A Price and Payment Terms, which is attached hereto and incorporated herein by this reference, and compliance with the terms and conditions set forth herein, the City, as authorized by BWI, hereby grants NAMED USER a non-exclusive license to use, access, and operate the Software and access RAPID as a Contributor for the license time period stated in Exhibit A, allowing Dealers within its jurisdiction or the NAMED USER to enter data into RAPID. As set forth in Exhibit A, the number of Dealers or the population base is the basis for calculation of fees payable under this Agreement. The license is without restriction, as applicable, with respect to the number of RAPID end users, access site, or other measurement or platform restrictions. The City shall provide log-on information to NAMED USER and create the User profiles.

2.3 BWI shall retain all ownership rights to the Software. Nothing in this Agreement shall be construed to provide NAMED USER with any ownership of the Source Code or proprietary rights in the Software. NAMED USER shall not decompile, disassemble, or otherwise reverse engineer the Software.

2.4 All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of BWI.

2.5 Neither NAMED USER nor Dealers in NAMED USER’s jurisdiction will be allowed to provide current transactional data to RAPID without a valid Software license.

2.6 Subject to payment of all Maintenance and System fees set forth in Exhibit A, NAMED USER may request Maintenance as needed. NAMED USER shall direct requests for Maintenance or other technical assistance to Brent Bates, RAPID Program Coordinator, by phone to 503-823-2935 or by e-mail to Brent.Bates@portlandoregon.gov.

3.0 User Warranties and Obligations

3.1 NAMED USER warrants it has read and understands and is in agreement with the principles and requirements set forth herein for participation in RAPID.

3.2 NAMED USER warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

3.3 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will use RAPID only for Authorized Use and only for a legitimate, official and authorized law

enforcement or public safety purpose. Permission to use the information available in or through RAPID other than for Authorized Use shall be obtained in writing from the City RAPID Program Coordinator prior to any such use.

3.4 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will not modify or attempt to modify through computer programming, hacking, or other techniques the functions, capabilities, and operations of the Software.

3.5 NAMED USER is responsible for providing its own computers, Internet connections and any other equipment, devices, or capabilities required for its authorized Users to have use of and access to RAPID. NAMED USER is responsible for configuring and maintaining its computers and devices to conform to RAPID access and security requirements as set forth in Sections 5.0 and 6.0 of this Agreement.

4.0 Ownership, Entry, and Maintenance of Information by a Contributor

4.1 Dealer transaction information shall be entered directly into RAPID by Dealers using their RAPID or RAPID-compatible point of sale equipment. If a Dealer does not have RAPID-compatible point of sale equipment, NAMED USER or the Dealer should contact the RAPID Program Coordinator for technical assistance. NAMED USER itself may also enter the Dealer transaction information into RAPID.

4.2 The City shall notify NAMED USER in writing if data entered by NAMED USER Users is found to be nonconforming to the established standards and procedures. NAMED USER shall, at its option, 1) correct such data using its own resources as soon as practicable, but not to exceed thirty (30) calendar days from notification of nonconforming data, or 2) request assistance from the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on NAMED USER data required to bring the data into conformance with the established standards and procedures.

4.3 NAMED USER retains sole ownership of the transaction information of Dealers in its jurisdiction. A Dealer has exclusive control over the content of its own transaction information and sole responsibility for the content, whether NAMED USER inputs the transaction information or it is submitted by Dealers in its jurisdiction. At any time, NAMED USER may update or correct any of its information in RAPID or delete it from RAPID entirely. All RAPID entries will be clearly marked to identify the Contributor who owns the information.

4.4 NAMED USER retains sole ownership and control of the records generating the reported stolen property information it submits to RAPID.

4.5 NAMED USER has the sole responsibility and accountability to ensure that all Dealer transaction information entered into RAPID by NAMED USER or Dealers in its jurisdiction has not been obtained in violation of any Federal, State, or local law applicable to NAMED USER and that Dealers in its jurisdiction do not report the transaction data to any non-law enforcement entity outside of their point of sale software system.

4.6 NAMED USER has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy of information entered into RAPID by NAMED USER or Dealers in its jurisdiction and the continuing accuracy of such information thereafter. Any challenge to the accuracy of information in RAPID shall be made to the City and the relevant Contributor.

4.7 RAPID is populated with mirrored information derived from each User's reported stolen property. RAPID is not in any manner intended to be an official repository of original reported stolen property records, nor to be used as a substitute for an official repository of original reported stolen property records. The stolen property information in RAPID is not to be accorded any independent record system status. RAPID is merely a means to provide timely access for RAPID Users to discover stolen property information that replicates existing files/records systems found within their records.

4.8 Because NAMED USER-reported stolen property information housed by RAPID will be limited to duplicates of information obtained and separately managed by NAMED USER within its own record systems, information submitted by NAMED USER shall not be altered or changed in any way, except by NAMED USER. NAMED USER shall not make any changes to the reported stolen property or Dealer transaction data in RAPID's data warehouse that is not mirrored within NAMED USER's source records.

4.9 NAMED USER will be responsible for handling the stolen property matches generated by RAPID from the property reported by its contributing Dealers regardless of the origin of the stolen property report.

4.10 To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in searches of RAPID may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing User to incorporate such information in the User's own official records system(s) in accordance with that User's records management processes.

4.11 There is no obligation and there should be no assumption by NAMED USER that a particular Contributor's records housed in RAPID represents the totality of all information or records of that Contributor's records system for any subject or person.

5.0 Access To and Use of Information

5.1 NAMED USER agrees to permit other RAPID Users the right to access, disseminate, and/or use the information entered by NAMED USER or Dealers in its jurisdiction according to the principles set forth in this Agreement. NAMED USER is solely responsible for ensuring that it is not constrained from permitting this right by any laws, regulations, policies, and procedures applicable to NAMED USER.

5.2 NAMED USER and its Dealers shall access RAPID via a secure Internet connection.

5.3 NAMED USER shall not use information in RAPID for any non-law enforcement purpose, or to establish or verify the eligibility of applicants, recipients, beneficiaries, participants, or providers of services with respect to cash or in-kind assistance or payments under the Federal or State benefit programs.

5.4 Agencies other than those who are Contributors or Participants will not have direct access to RAPID. Requests by such agencies for copies of information contained in RAPID shall be referred to the individual RAPID Contributor that owns the information unless otherwise required by law.

5.5 NAMED USER shall not share User IDs or passwords or provide direct access to RAPID to any entity that has not executed a User agreement with the City and, if required, a license agreement with the City or BWI.

5.6 RAPID includes an audit capability that logs all User actions, including the identity of the User, time of access, queries executed, responses, alerts set, and notifications received. The log is maintained indefinitely unless periodic purging is required by law.

6.0 Security

6.1 NAMED USER will authorize specific employees to access RAPID. Access shall be granted only to those employees and agents with an official “need to know” such information. Upon request by the City, NAMED USER shall provide the City with lists of employees requiring access and notify the City promptly of the change when an employee no longer requires access.

6.2 NAMED USER is responsible for training its Users who are authorized to access RAPID regarding the use and dissemination of information obtained from RAPID. NAMED USER shall ensure its authorized Users have a clear understanding of the need to verify the reliability of the information from RAPID with the User that provided the information before using the information for preparing affidavits, obtaining subpoenas and warrants, or other law enforcement purposes. Training should also ensure employees understand the restrictions on use of RAPID data and information set forth herein.

6.3 NAMED USER will ensure that its Users will not access RAPID until after successfully completing appropriate training.

6.4 NAMED USER agrees to immediately deactivate the RAPID User ID and password of any employee, agent, or Dealer who is no longer an employee, agent, Dealer, or contractor of NAMED USER, or who no longer requires Authorized Use of RAPID.

6.5 NAMED USER shall provide immediate notification to the City of any actual or suspected unauthorized use of a User ID and password or of any security breach that affects RAPID or any other City systems. NAMED USER shall provide notification to the City of any incident relating to the integrity of the Software, such as a computer virus.

6.6 NAMED USER acknowledges that RAPID will contain Sensitive but Unclassified (SBU) information from the records systems of the Contributors. RAPID is managed by the Portland Police Bureau. NAMED USER agrees to use at least the same degree of care in protecting information accessed in RAPID that NAMED USER exercises with respect to its own sensitive information.

6.7 NAMED USER acknowledges that unauthorized disclosure of SBU information or misuse of the Software or a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable or injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief and remedies at law.

6.8 Failure to comply with the security and Authorized Use specifications contained in this Agreement may, at the sole discretion of the City, result in the suspension of NAMED USER and access to RAPID by NAMED USER and its Users until such failures are corrected to the City's satisfaction.

7.0 Price

7.1 Prices are set forth in Exhibit A to this Agreement.

7.2 NAMED USER shall bear all its own costs in relation to RAPID unless otherwise provided herein or in an Amendment to this Agreement.

7.3 NAMED USER acknowledges that the City has the right to change the prices upon sixty (60) calendar days' prior written notice to NAMED USER.

8.0 Disclaimers, Limitation of Liability, and Indemnity

8.1 RAPID and its website, services, data, and information are supplied "as is" without warranty of any kind, whether express or implied, NAMED USER acknowledges that access to RAPID, its website, and services may be subject to delay, and the data and information may be subject to deletion, theft, errors, or omissions. The City has no responsibility for the accuracy, timeliness, or completeness of information in RAPID. To the maximum extent permitted by law, the City disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 RAPID is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by NAMED USER to perform RAPID-related functions shall not be considered employees of RAPID or of any other party for any purpose. NAMED USER remains solely responsible for the supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RAPID access.

8.3 Unless specifically addressed by the terms of this Agreement, NAMED USER shall be responsible for the negligent or wrongful acts or omissions of its own respective officers and employees performing under this Agreement, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

8.4 SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS AND RESTRICTIONS, NAMED USER SHALL DEFEND, SAVE, AND HOLD HARMLESS THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS, AND INDEMNIFY THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING ALL ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO NAMED USER'S ACTS, ERRORS, OR OMISSIONS OR THOSE OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR DEALERS UNDER THE TERMS OF THIS AGREEMENT.

9.0 Term and Termination

9.1 This Agreement shall be in effect for the period of time stated on the first page unless terminated as set forth in this Section.

9.2 The following conditions apply to termination of this Agreement.

9.2.1 This Agreement may be terminated at any time by the mutual written agreement of the duly authorized representatives of the Parties.

9.2.2 Either Party may terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

9.2.3 The City may terminate the Agreement with immediate effect in the event of a breach of any provision of this Agreement by NAMED USER.

9.3 Upon termination of this Agreement all information contributed to RAPID by NAMED USER will be deleted from RAPID if so requested in writing by NAMED USER.

9.4 The rights, obligations, responsibilities, limitations, indemnification, and other understandings with respect to the disclosure and use of information in RAPID shall survive any termination of this Agreement. This applies to NAMED USER'S information, and to other Parties' disclosure and use of NAMED USER's information.

10.0 Written Notifications

10.1 All written notifications and Amendments shall be sent to the following:

For City of Portland:	For NAMED USER:
Brent Bates, RAPID Program Coordinator	Name: Skip Miller
City of Portland - Portland Police Bureau	Title: Deputy Chief, Salem Police Department
4735 E Burnside St	Address: 555 Liberty St SE, Room 130
Portland, OR 97214	City, State: Salem, OR 97301
e-mail: Brent.Bates@portlandoregon.gov	e-mail: smiller@cityofsalem.net
Copy to:	Copy to:
Technology Contracts	
City of Portland - Procurement Services	
1120 SW Fifth Avenue, Room 750	
Portland OR 97204	

If either Party makes a change to the name or contact information in the table above, it shall provide written notice to the other Party within thirty (30) calendar days of such change.

11.0 Limitation of Liability

11.1 THE CITY SHALL HAVE NO LIABILITY WHATSOEVER TO NAMED USER OR TO ANY LAW ENFORCEMENT AGENCY OR OTHER ENTITY FOR DAMAGES RELATING TO THE SOFTWARE, ANY WEBSITE, DATA, OR HOSTING SERVICES, EVEN IF THE CITY HAS BEEN APPRISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES. THE CITY SHALL NOT BE LIABLE TO NAMED USER OR ANY THIRD PARTY FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) NAMED USER'S OR ANY THIRD PARTY'S INABILITY TO ACCESS OR USE THE SOFTWARE, DATA, OR INTERNET-BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM RESEARCH, DATA ENTRY, OR OTHER WORK, OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, OR ANY DECISION MADE OR ACTION TAKEN BY NAMED USER OR ANY THIRD PARTY IN RELIANCE UPON DATA OR THE SOFTWARE; (ii) LOSS OR MISUSE OF DATA OR DAMAGE TO DATA; (iii) THE AVAILABILITY OR RELIABILITY OF THE SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (iv) UNAUTHORIZED USE, ACCESS, OR DISCLOSURE OF THE

SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (v) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERY OF DATA. ANY SOFTWARE OR HOSTING SERVICE PROVIDED BY THE CITY IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

12.0 General

12.1 Assignment. Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, except that the City may assign this Agreement to another law enforcement entity or organization upon thirty (30) calendar days' prior written notice to NAMED USER if management of RAPID is transferred to another law enforcement entity or organization.

12.2 Governing Law and Jurisdiction. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of laws' provisions. Any litigation between the City and User arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12.3 Amendment. No provision of this Agreement may be amended or modified unless such Amendment or modification is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Agreement shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Agreement as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

12.4 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12.5 No Waiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

This Agreement, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Agreement between the City and NAMED USER and supersedes all agreements, written and oral, between the Parties on this subject.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

CITY OF PORTLAND

**CITY OF SALEM
(NAMED USER)**

Chief Procurement Officer Date

Authorized Signature Date

Christine Moody

Steve Powers, City Manager

Printed Name

Printed Name and Title

Approved as to Form

Address: c/o Skip Miller, Deputy Chief
555 Liberty St SE, Room 130
Salem, OR 97301

Office of City Attorney Date

Phone: 503-588-6100

Email: smiller@cityofsalem.net

EXHIBIT A
PRICE AND PAYMENT TERMS

1.0 Rates for Software License and Maintenance and System Fees

The pricing rate for Law Enforcement Contributors, based on the agency population, is set forth in the table below.

Components of Contributor Annual Pricing Rate

Component	Years 1-5 Rate per 50,000 population⁽⁴⁾	Years 6 and Beyond Rate per 50,000 population⁽⁴⁾
BWI Software Perpetual License ⁽¹⁾	\$1,250.00/ 50,000 population	
BWI Software License and Maintenance ⁽²⁾	\$1000.00/ 50,000 population	\$1,000.00/ 50,000 population
RAPID System Fee ⁽³⁾	\$250.00 / 50,000 population	\$250.00 / 50,000 population
TOTAL RATE	\$2,500.00 / 50,000 population⁽⁵⁾	\$1,250.00 / 50,000 population⁽⁵⁾

NOTES:

1. The BWI Perpetual Software License fee of \$6,250.00 per 50,000 population is spread out over the first five years of the Agreement.
2. The annual Software Maintenance fee covers technical support, upgrades, and updates to the Software and website.
3. The RAPID System Fee covers the costs to the City of owning, operating, and maintaining the servers where RAPID is hosted, as well as Internet connection costs.
4. The population basis will be recalculated at five-year intervals from the date of the Effective Date, with each renewal of the Agreement. Current population is obtained from the website: http://www.pdx.edu/prc/sites/www.pdx.edu/prc/files/2012%20CertEst_webExcel97_03.xls as published in 2013.
5. The total annual cost for the Perpetual License, Maintenance and System fees is calculated as: NAMED USER's population/50,000*\$2,500.00 for the first 5 years and includes an unlimited number of Dealers. Then the Maintenance and System fees are calculated as: NAMED USERS population/50,000*\$1,250.00 for year 6 and beyond and includes an unlimited number of Dealers.

As stated in Section 7.3 of the Agreement, the City has the right to change the pricing rate upon sixty (60) calendar days' written notice to NAMED USER.

2.0 Price

Salem Police Department (NAMED USER) is a **Law Enforcement Contributor** with a total jurisdictional population base of 156,455 as of the Effective Date of this Agreement. Amounts payable to the City for the current term are summarized in the table below:

Price and Payments

Original Population Figure	Rate for Years 1-5	Annual Fee For Term of Agreement	Total for Period Prior Effective Date to 5yrDate
156,455	\$2,500.00	\$7,823.00	\$39,115.00
PAID to City for period October 1, 2013 thru June 30,2016			<\$21,514.00>
Remaining NET Amount Due (BWI Perpetual Software License payments conclude on 09/30/2018)			\$17,601.00

3.0 Payment Terms

The City shall invoice NAMED USER at least thirty (30) calendar days in advance of the annual payment date. Payments are due within thirty (30) calendar days of the date of the invoice.

RAPID system fees will be payable to:

Portland Police Bureau
Fiscal Services Division - RAPID
1111 SW 2nd Ave, Room 1406
Portland, OR 97204

Failure to make timely payments shall be regarded as breach of this Agreement, and the City shall have the right to terminate the Agreement as set forth in Section 9 of the Agreement, Term and Termination.

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