

AMENDMENT No. 1

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

This Amendment is made effective on **September 1, 2016** ("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.

The purpose of this Amendment is to have NAMED USER advise the City whether or not they wish to have their Dealer transaction data uploaded into the National Rapid System (NRS) which is being initiated and managed by Business Watch International (BWI) of Regina, Saskatchewan, Canada, the developer and licensor of the RAPID Software.

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

RECITALS

WHEREAS, NAMED USER has previously executed a RAPID User's Agreement (the "Original Agreement") (Effective Date of October 1, 2013) with the City; and

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

WHEREAS, NAMED USER desires to express their Acceptance or Refusal to be a Contributor to the NRS and to access and use NRS as set forth herein; and

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

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

1.0 Definitions

"NRS" means the National RAPID System, the cooperative effort of national law enforcement agencies, initiated and managed by BWI, to collect and share data on pawn, secondhand and metal recycler dealer transactions as collected by systems using the BWI software on a national level. NRS may also refer to the Web-based information system that accesses the database.

2.0 Software License and Maintenance

2.1 If NAMED USER chooses to participate in the NRS, upon execution of this Amendment NAMED USER is designated a User in the **NRS Contributor** classification.

3.0 Acceptance

3.1 If acceptance is marked in the signature block, NAMED USER will allow the data entered into RAPID by NAMED USER or the Dealers in NAMED USER's jurisdiction to be uploaded into NRS.

3.2 NAMED USER may provide the names of certain NAMED USER's current RAPID Users, who will be given NRS access, by email to BWI at helpdesk@nwrapid.com.

3.3 User accounts and access to NRS will be provided at no cost to NAMED USER by BWI.

4.0 Non-acceptance

4.1 If Non-acceptance is marked in the signature block NAMED USER will **not** allow the data entered into RAPID by NAMED USER or the Dealers in NAMED USER's jurisdiction to be uploaded into NRS.

4.2 If NAMED USER chooses not to have data from RAPID uploaded into NRS, NAMED USER can still access NRS. User accounts and access to NRS can be provided **for a fee** as determined by and payable to BWI.

4.3 Under this fee arrangement, NAMED USER can provide the names of certain NAMED USER's current RAPID Users by email to BWI at helpdesk@nwrapid.com. Those RAPID Users will be given access to NRS by BWI.

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

Please note your acceptance or non-acceptance to authorize your Dealer data to be uploaded to NRS by placing an X in the space before your choice.

____ **ACCEPTANCE**

____ **NON-ACCEPTANCE**

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

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Email: smiller@cityofsalem.net