

OPTION CONTRACT FOR AUTOMATED VICTIM NOTIFICATION SYSTEM

This Option Contract is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Houston County Commission, the awarding authority for all counties participating in the Association's Joint Bid Program, through its chairman, and Appriss Insights, an Equifax Company (Vendor), through the undersigned authorized agent, for the provision and continued maintenance of an AVM system.

WHEREAS, on February 24, 2025, Association of County Commissions of Alabama (Association) issued Request for Proposals 2025-01 (RFP), which is adopted in its entirety as if set forth herein as Exhibit A, as part of the Association's Joint Bid Program, soliciting proposals to provide an implement compliant electronic application for Alabama crime victim registration and notification (AVM system) to be available to each of Alabama's sixty-seven (67) counties; and

WHEREAS, on March 19, 2025, proposals for an AVM system solicited by the Association's Joint Bid Program were opened at the Association office in Montgomery, Alabama; and

WHEREAS, the proposals were evaluated by a team comprised of multiple county staff members and officials based upon the objective criteria in the RFP; and

WHEREAS, at the April 14, 2025, meeting of the Houston County Commission, following the unanimous recommendation of the evaluation team, the Houston County Commission determined that Vendor represented the best value to the participating counties and selected the Vendor as the entity with whom to enter into negotiations, subject to the pricing submitted on March 27, 2025, as set forth in Exhibit B; and

WHEREAS, the technical and cost proposals submitted by Vendor, with the annual licensing price per county, are on file at the Association office.

NOW, THEREFORE, a result of the foregoing, the parties agree to enter into an agreement for services under the following terms and conditions:

1. Vendor agrees to provide an AVM as set forth in Exhibit A, Sections 3.1 – 3.2, *Scope of Work*, to any county in Alabama participating in the Association's Joint Bid Program at the prices set forth in Vendor's Cost Proposal on file at the Association office and attached hereto as Exhibit B.

2. This option contract shall be effective the date set forth below, and shall continue up to and including June 30, 2028.

3. Both parties agree that Vendor may extend to a participating county in Alabama, any discounts, incentives, or rebates that become available during the contract term, including any renewals; provided there are no alterations from the scope of work as set forth in Exhibit A required in order to receive the discount, incentive, or rebate.

4. Both parties agree (i) that, upon request of a participating county, Vendor will provide an Individual County Plan in accordance with the parameters of Section 3.1 of the RFP at no cost to the requesting

county; (ii) that, subject to approval of the Individual County Plan by the participating county, the Vendor and participating county will enter into a Service Contract in substantially the same format attached hereto as Exhibit C; and (iii) that all services shall be as provided in Exhibit A, including all terms and conditions set forth therein, and this Option Contract. For any disputes arising between the RFP, the Option Contract, or the Service Agreement, this Option Contract shall prevail.

5. Vendor further agrees that it will submit to the Association a quarterly report of all Service Contracts made pursuant to this Option Contract. Said report shall be submitted no later than the 10th day of January, April, July, and October for the duration of the Option Agreement.

6. Vendor further agrees that the undersigned authorized agent shall be the company representative for all contact by the counties regarding purchases under this Option Contract, until and unless notice of change in contact person is provided in writing to Association.

7. Both parties agree that any disputes regarding individual Service Contracts shall be handled directly between Vendor and the participating county involved; provided, however, that all parties shall be bound by the terms of this Option Contract. In the event that Vendor fails or refuses to comply with any of the terms of this Option Contract at any time during the contract period, it will forfeit its right to participate in the Association's Joint Bid Program with regard to the services and shall pay a penalty equal to \$2,500 or the annual value of the service at issue, whichever is greater. The penalty shall be paid to the Association as administrator of this program for the benefit of the participating counties. Prior to any forfeiture of rights to participate or payment of penalties due to perceived "failure" or "refusal" by Vendor, the Association shall provide a detailed, evidenced written notification of such failures or refusals to Vendor. Thereafter, Vendor shall have sixty (60) days to cure critical failures (such failures which frustrate the purpose of the Option Contract and are within the control of Vendor) and ninety (90) days to cure non-critical failures (such failures which result in a degradation of certain services within the control of Vendor). Any circumstances outside of Vendor's control, such as those due to a county's own vendors, Acts of God, etc., will not constitute a "refusal" or "failure" of Vendor.

8. Both parties understand and agree that the noncompliance provisions in paragraph 7 shall apply only in the event of a willful, intentional, or negligent failure to comply with the terms of this Option Contract, and shall not apply in the event where the Vendor, through no fault of its own, is no longer a provider of services which are the subject matter of this agreement or is no longer doing business in the State of Alabama, provided that the above-referenced change in circumstances is immediately communicated in writing to Association. Further, it is understood and agreed that in the event of noncompliance warranting payment to the Association as provided in paragraph 7, (i) payment shall consist of the value of the service at issue or \$2,500(ii) shall result in the termination of the Option Contract and forfeiture of the Vendor's right to participate in the Association Joint Bid Program with regard to the service.

9. In the event Vendor believes a program participant receiving software or services available under this Option Contract has taken action in contravention of this Option Contract or acted in a manner that would jeopardize the Vendor's ability to continue to provide the services to all program participants at the price and under the terms of this Option Contract, the Vendor may make a written request for a waiver from the Association Board of Directors (Board) allowing the Vendor to decline to provide the services available under this Option Contract to the program participant in question. Any waiver granted by the Board shall only apply to the particular services ordered by the program participant and only to the set of circumstances

presented to the Board by the Vendor. The Vendor shall remain obligated to comply with all terms of this contract with regard to any Service Contract with any other program participant.

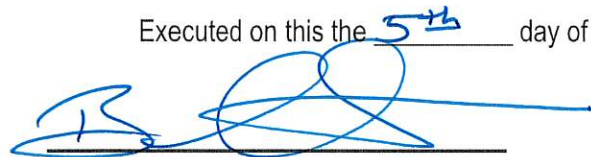
10. All activities under this Option Contract and any subsequent Service Contract are subject to relevant federal, state, and local laws, rules, and regulations. Any AVM provided by Vendor must meet the parameters as set forth in Exhibit D, which represent the applicable victim notification laws in effect as of the date of the execution of this Option Contract. Consistent with the parameters of the RFP, any AVM must also be modified to adapt to changing victim notification laws. For the avoidance of doubt, the following laws shall specifically apply to the Option Contract and any Service Agreement:

- a) Section 13-31-9 of the Code of Alabama 1975 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- b) Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. By signing this contract, the contractor certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- c) In compliance with Code of Alabama 1975, § 41-16-161, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Code of Alabama 1975, § 41-16-160. This requirement applies to contracts entered into on or after October 1, 2023, if the Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Code of Alabama 1975, § 41-16-161. The written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

11. The parties agree that this Option Contract, including any attachments and Exhibits hereto, comprise the entirety of the agreement of the parties. Any changes, amendments, or renewals must be in writing, signed by both parties, and consistent with applicable state and federal law.

12. If any portion of this Option Contract or subsequent Service Contract are held to be invalid by a court of competent jurisdiction, the offending portion of the contract shall be stricken and the remaining terms and conditions shall remain in full force and effect.

Executed on this the 5th day of August, 2025.

A handwritten signature in blue ink, appearing to be 'BS', written over a horizontal line.

Brandon Shoupe, Chairman
Houston County Commission

Jarrold
Carnahan

Digitally signed by Jarrod
Carnahan
Date: 2025.08.05 10:35:23
-04'00'

Jarrold Carnahan, SVP & GM, Public Safety
Appriss Insights, LLC