COMMISSIONERS COURT COMMUNICATION

COURT ORDER NUMBER 145779
PAGE 1 OF 10
DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF ID APPLICATION AND SUBSCRIBER AGREEMENT - BID NO. F2025121 - ANNUAL CONTRACT FOR SKIP-TRACING SOFTWARE AND MAINTENANCE - ELECTIONS ADMINISTRATION - INTERACTIVE DATA LLC**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider ID Application and Subscriber Agreement for Bid No. F2025121, Annual Contract for Skip-Tracing Software and Maintenance, for Elections Administration, with Interactive Data LLC.

BACKGROUND

On July 1, 2025, the Commissioners Court, through Court Order #145478, awarded Bid No. F2025121, Annual Contract for Skip-Tracing Software and Maintenance, for Elections Administration, to the following vendors at the per unit price:

Primary	Interactive Data LLC
Secondary	Experian Information Solutions

This contract is for communication skip-tracing software used for locating registered voters who have moved, used a commercial address as their residence, or are deceased to safeguard against voter fraud.

The Primary vendor, Interactive Data LLC, advised Elections Administration that an ID Application and Subscriber Agreement must be signed after award.

The term of the contract is effective July 1, 2025, with two (2) options for renewal periods of twelve (12) months each.

The ID Application and Subscriber Agreement is attached for approval and signature. The District Attorney's Office reviewed the ID Application and Subscriber Agreement as to form

FISCAL IMPACT

There is no fiscal impact related to this item.

SUBMITTED BY	Purchasing	PREPARED BY:	Dallas Arter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and TARRANT COUNTY ELECTIONS ADMINISTRATION ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

1. License. ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services"), which include certain of ID's intellectual property, for Subscriber's internal use subject to the terms and conditions of this Agreement.
2. CompliancewithLaws. Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services provided subject to the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
   - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
   - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
   - For required institutional risk control, or for resolving consumer disputes or inquiries;
   - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
   - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
   - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
   - To comply with federal, state, or local laws, rules, and other applicable legal requirements.

   If Subscriber desires to access Services provided pursuant to the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:
   - Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
   - Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
   - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self- regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
   - Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
   - Use by any licensed private investigative agency or licensed security service for any purpose described above.

   ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.
3. NoWarranties. ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
4. Termination. Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
5. Indemnification;LimitationofLiability. Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages.
6. Fees. Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If. Notwithstanding, for any limited trial period where ID has waived Subscriber's obligation to pay monetary fees, Subscriber agrees to provide ID with candid feedback regarding the utility and quality of the ID Services as its consideration for ID's grant of the license to the Services; Subscriber agrees that ID is afforded the right to use Subscriber's feedback to improve the Services, without compensating or crediting Subscriber.
7. AccountAdministrator. Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at incident@id-info.com.
8. Audit. In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. EntireAgreement. This Agreement, the Application, the Terms and Conditions and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services.

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

Company Name ("Subscriber")

Authorized Signature | Date

Type or Print Name of Authorized Signer | Title



Jonathan McDonald, EVP Public Sector

Date: 8/05/2025

ID Terms and Conditions

Last Modified: August 28, 2024

Use of Services

Interactive Data, LLC ("ID"), a wholly owned subsidiary of Red Violet, Inc., grants Subscriber a restricted, non-exclusive, non-transferable, revocable license to obtain and use various information products and services provided by ID, to include certain of ID's intellectual property, (collectively, "Services") for Subscriber's internal use subject to the terms and conditions in your Subscriber Agreement and these Terms.

As provided in your Subscriber Agreement, ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports" as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS". ID and its parents, subsidiaries, affiliates, and representatives shall have no liability for, and Subscriber agrees not to sue for, any claim relating to ID's procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Services.

Security

Subscriber will not disclose to any third party any information relating to ID's business, the Services, or information derived from the Services ("Information"), including, without limitation, ID's business, financial, and technical information, data sources, pricing, products, processes, systems, results of testing, terms of your Subscriber Agreement, and any summaries, analyses or other information derived from any of the foregoing (collectively, "Confidential Information").

Subscriber certifies that it has implemented and maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to the Subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by ID; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) ensure the security and confidentiality of the information provided by ID, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

In the event of a SSI or any breach of this Agreement by Subscriber, ID may, in its sole discretion, take immediate action, including suspension or termination of Subscriber's account, without further obligation or liability of any kind. Furthermore, Subscriber agrees that in the event of a SSI or any breach of this Agreement by Subscriber, Subscriber agrees to reasonably cooperate with any and all audits/requests for information by ID, and to respond to any such audit/request for information within three (3) business days, unless an expedited response is required by ID.

If Subscriber accesses Services provided subject to the GLBA and/or pursuant to the DPPA, Subscriber acknowledges and agrees to the following GLBA Access Security Requirements and Supplemental Terms, respectively.

Restrictions on Use

ID retains all rights, titles and interests in the Services, Information, and Confidential Information, and Subscriber will not claim any rights to, or ownership of, any of the foregoing.

Subscriber will only use the Services for the purpose(s) certified by Subscriber in your Subscriber Agreement and online when accessing the Services, and for no other purpose.

Subscriber will not, directly or indirectly, resell the Services or Information, nor use the Services to create a competing product. Subscriber will not use the Services (i) for personal reasons, including, to locate friends, family members, celebrities or government officials; (ii) to view information on one's self, except for initial training purposes on the system; or (iii) for marketing purposes.

Subscriber will not access the Services from outside the United States.

In cases where Subscriber provides information to ID as part of Subscriber's query or use of the Services ("Input Information"), Subscriber certifies that it has the right to provide such Input Information to ID for purposes of ID providing the Services to Subscriber, and that Subscriber's provision of such Input Information complies with all applicable laws, rules, regulations, and (as applicable) Subscriber's own privacy policies.

Services will be used by Subscriber only. Information may not be delivered to, or filed with, any third party.

Services may contain Death Master File (DMF) information made available by the National Technical Information Service (NTIS) of the US Department of Commerce and governed by 15 CFR Part 1110. If Subscriber is granted access to the DMF data, along with complying with all applicable laws, Subscriber certifies compliance with 15 CFR Part 1110. Subscriber's failure to comply with 15 CFR Part 1110 may

subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

Unless expressly authorized in your Subscriber Agreement, Subscriber will not access the Services or information in any manner using any techniques, tool or process of automation ("Automated Searching"). Subscriber understands and agrees that in addition to any contracted Fees, any transactions accruing by Automated Searching will be charged on a transactional basis at current list pricing.

Miscellaneous

Subscriber is not a representative or agent of ID, will not represent that it is to any third party, and has no authority to bind ID.

Subscriber's breach of any agreements with ID will cause irreparable harm to ID. Upon any breach or threatened breach, ID shall be entitled to injunctive relief, without having to post a bond, in addition to money damages and any other remedy available at law.

Your Subscriber Agreement may be amended only by a written agreement signed by an authorized representative of ID. Your Subscriber Agreement may not be assigned, transferred, or sublicensed, in whole or in part, without ID's prior written approval.

In the event of a conflict between the terms of your Subscriber Agreement and any other agreement, the terms of your Subscriber Agreement (including these Terms) shall prevail.

For any limited trial period where ID has waived Subscriber's obligation to pay monetary fees, Subscriber agrees to provide ID with candid feedback regarding the utility and quality of the Services as its consideration for ID's grant of the license to the Services; Subscriber agrees that ID is afforded the right to use Subscriber's feedback to improve the Services, without compensating or crediting Subscriber.

Any payments made by Subscriber in connection with the Agreement are deemed to be made to ID in Palm Beach County, Florida.

To the extent that the Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of ID. ID, and any such sources (as third-party beneficiaries), are entitled to enforce your Subscriber Agreement directly against Subscriber.

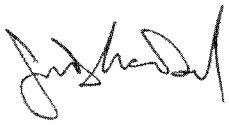
If Subscriber desires to use a third-party processor ("Processor") to access the Services, ID reserves the right to require that the Processor satisfy ID's credentialing policies and procedures prior to being granted access to the Services. Should Processor be approved, prior to Processor gaining access to the Services, Subscriber will require its Processor to agree to the terms and conditions (via a written agreement) contained in the Agreement, including, without limitation, security, confidentiality obligations, restrictions on use, and audit, and naming ID as an express third-party beneficiary and acknowledging that the Processor shall only access and use the Services to fulfill its processing obligation to Subscriber and for

no other purpose. Subscriber acknowledges and agrees that it shall be liable for any breach of the Agreement by its Processor.

Provisions relating to access and use of the Services (excluding the license grant), disclaimer of warranties, indemnification, limitation of liability, audit, Subscriber's release of claims, payment of fees, confidentiality obligations, and any Pricing Amendment entered into by the parties providing for a term of duration, shall survive termination of your Subscriber Agreement.

About these Terms and Conditions

ID reserves the right to modify these Terms from time to time for purposes such as compliance with law and to reflect changes to the Services. Modifications will be posted online in these Terms. In the event of any conflict between these Terms and any subsequently modified terms, the modified terms shall prevail. By continuing to use the Services, Subscriber reaffirms its agreement to these Terms, as modified.



Jonathan McDonald, EVP Public Sector

Date: 8/05/2025

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of ID Application and Subscriber Agreement - Bid No. F20252121 - Annual Contract for Skip-Tracing Software and Maintenance - Elections Administration - Interactive Data LLC

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

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I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

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Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No __√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No __√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

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