

RESOLUTION NO. 14-2220

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2013/2014 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF \$2,901.00 FROM THE FORFEITURE FUND TO REPLACE A RESEARCH INVESTIGATIVE TOOL; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statutes Section 932.7055, define the purposes and procedures for the appropriation and expenditure of funds from the Police Confiscation Fund; and

WHEREAS, the current research investigative tool (dFACTS) used by the Surfside Police Department will be discontinued on March 31, 2014 due to the reduction of grant allocations; and

WHEREAS, the Surfside Police Department's Criminal Investigation Unit has used the CLEAR system on a trial basis for several weeks and concluded that this system is superior to other systems and is more cost effective; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that the appropriation and expenditure of funds is necessary as further described in the Commission Communication; and

WHEREAS, such funds are available in the Police Confiscation Fund - State of Florida and Federal Asset Forfeiture Program, and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Confiscation Fund Expenditures. Based on the attached Certificate of the Police Chief (see Exhibit "A"), the Town Commission hereby authorizes and approves the Fiscal Year 2013/2014 Police Confiscation Fund expenditure in the amount of \$2,901.00 from the Forfeiture Fund to replace the dFACTS system with the CLEAR system.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 11 day of March, 2014.

Motion by Commissioner Kligman, second by ^{Vice Mayor} Commissioner Kanekin.

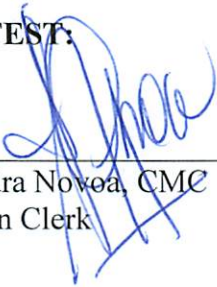
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart	<u>yes</u>
Commissioner Michelle Kligman	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Michael Karukin	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch, Mayor

ATTEST:



Sandra Nowoa, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:



Linda Miller, Town Attorney

EXHIBIT A

CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures for \$2,901.00 from the Town of Surfside Confiscation Fund, for the 2013/2014 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055.

Dated: 3-11-14



David E. Allen

Chief of Police



THOMSON REUTERS

Temporary Access Agreement

Contact your representative jon.liu@thomsonreuters.com with any questions. Thank you.

Order ID: 528170

Subscriber Information

Account Address:
Account #:
Surfside Police Dept
TEMP ACCESS
9293 Harding Ave
Surfside, FL 33154
US
(305) 779-7596

Additional Information

Created By: 0095944
Order Source: 27
Revenue Channel: 01
Order Date: 1/28/2014 1:19:42 PM
P.O. Number:

Account and IP Address Info for CLEAR Products

Technical Contact for CLEAR Products

Name: Patrick McKenna
Phone: 305-779-7596
Email: pmckenna@townofsurfsidefl.gov

IP Address Section – Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 – 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 – 192.168.255.255, 169.254.0.0 – 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber

IP Addresses: 000.000.000.000 To 000.000.000.000 _____ 

Subscriber's Internet Service Provider Name: _____ 

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Patrick	McKenna	pmckenna@townofsurfsidefl.gov		Order Confirmation Contact	28
Jonathan	Liu	jon.liu@thomsonreuters.com		Contact for Password Delivery	24
Patrick	McKenna	pmckenna@townofsurfsidefl.gov		CLEAR® Primary Account	46

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID	Program Codes
1	CLEAR Invest w/Web Analy,Batch,Healthcr,Arrest Records	41011059	60187V13985
Special Options: Requested Number of Passwords: 6			
1	CLEAR Invest w/Web Analy,Batch,Healthcr,Arrest Records	41011061	60187V13985
Special Options: Requested Number of Passwords: 6			
1	CLEAR Invest w/Web Analy,Batch,Healthcr,Arrest Records	41011064	60187V13985
Special Options: Requested Number of Passwords: 6			
1	CLEAR Invest w/Web Analy,Batch,Healthcr,Arrest Records	41268569	60187V13985
Special Options: Requested Number of Passwords: 6			
1	CLEAR Invest w/Web Analy,Batch,Healthcr,Arrest Records	41180702	60187V13985
Special Options: Requested Number of Passwords: 6			

Requested number of CLEAR passwords 6. The Agreement shall become effective upon approval and processing by West, a Thomson Reuters business. The Agreement shall terminate after 14 days.

Signature for Order ID: 528170

The CLEAR Temporary Access Agreement Services Agreement and the applicable Schedule A ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order, the terms and conditions of this Order shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature of Authorized Representative for order	Title
Printed Name	Date



CLEAR® SERVICES TEMPORARY ACCESS AGREEMENT

1. License.

a. **CLEAR Services.** West hereby grants Licensee, at no charge, a non-exclusive, non-transferable, limited license to access CLEAR Services and associated ancillary services (collectively "Services" or "Product" unless specified otherwise). Licensee shall assign each CLEAR password issued hereunder to an individual user. Licensee shall provide such password assignments to West upon West's request. Sharing of CLEAR passwords is strictly prohibited. Licensee is responsible for ensuring that all end users comply with this Agreement.

b. **Batch Services.** West hereby grants Licensee, at no charge, access to CLEAR Batch Services Licensee may submit, at no cost, up to 1,000 input lines. West reserves the right to bill Licensee for any input lines submitted in excess of the 1,000 non-chargeable input lines.

c. **Grant.** Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted at anytime by West. Licensee is licensed to use data made available through Services solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

d. **Usage.** Subject to the restrictions set forth in paragraph 2 (License Restrictions) below, Licensee may use the CLEAR Services, including Data (as defined below) in the regular course of Licensee's business, legal, and other research and related work subject to the limitations contained herein. "Data" means all information and representations of information, including, but not limited to, graphical representations, and other content made available to Licensee through the CLEAR Services. Licensee may: (i) display Data internally; (ii) quote and excerpt from Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs, reports, and similar work product created by Licensee in the regular course of Licensee's research and work; and (iii) to the extent not expressly prohibited by the terms of the Agreement, use Data as permitted under the fair use provision of the Copyright Act (17 U.S.C.A. § 107).

e. **Storage.** Licensee may store, on a matter-by-matter basis, insubstantial portions of Data in Licensee's database, maintained in connection with an active matter being handled by Licensee in its regular course of business ("Project Database"). Such database must consist preponderantly of Licensee's work product, with access to Data limited to internal users who have a need to know such information. Licensee may maintain Data in the Project Database so long as the file or case remains active or until any termination of the Agreement, whichever occurs first. Licensee may also store insubstantial portions of Data in accordance with Licensee's records retention policies, provided that such policies are in keeping with prevailing industry standards. For purposes of the Agreement, the term "insubstantial portions" means amounts of Data that have no independent value other than as part of Licensee's work product.

2. License Restrictions.

a. **Usage Restrictions.** Licensee may not copy, download, scrape, store, publish, post, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the Data, or any portion of the Data, in any form or by any means except as expressly permitted by paragraph 1 (License Grant) above, or as otherwise expressly permitted in writing by West. Licensee shall not reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the Products, their components, or any avenue by which Products are accessed.

b. **Compliance with Applicable Law.** Licensee shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation.

c. **Copyright Notices.** Licensee shall not remove or alter any copyright notices from any saved, downloaded, or otherwise reproduced Data. Licensee shall indicate that use of, distribution, and dissemination of Data is with the permission of West.

3. **Regulated Data.** Certain Data available through the Products is subject to heightened regulatory scrutiny under state and federal law ("Regulated Data").

a. Regulated Data Restrictions

i. Licensee acknowledges that West provides Regulated Data to support Licensee's own processes and decisions, and Licensee should not deny any service or access based solely on Regulated Data provided through the Product or results provided by West. Licensee is responsible for any denial of services or access and Licensee will not deny such services or access without first conducting its own appropriate internal review in conjunction with its decision-making process.

ii. West is not a consumer reporting agency, and Licensee certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b).

iii. Licensee acknowledges that access to Regulated Data, available through the Product, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions.

iv. If Licensee is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Licensee's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Licensee shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Licensee develops its own source of driving history information.
- As requested by West, Licensee shall complete any state forms that West is legally or contractually obligated to obtain from Licensee before serving Licensee with state MVR Data.

v. Licensee agrees not to access Regulated Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any Additional Terms, as defined in paragraph 5 (Additional Terms) below.

vi. Licensee represents and warrants that it is the end user of Regulated Data and shall limit use and dissemination of Regulated Data solely to the permissible uses stated by Licensee in the application and online (Licensee's "Permissible Use"). Licensee agrees to keep confidential and shall not disclose any Regulated Data except to Licensee employees in the United States of America whose duties reasonably require access to such Regulated Data to carry out Licensee's Permissible Use.

b. **Regulated Data Usage Compliance.** West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be or has been used for an improper purpose or otherwise in violation of the terms of the Agreement, or as otherwise required by a Contributor. By accessing Data, Licensee acknowledges that from time to time, West and its Contributors and/or various government entities will require Licensee to identify a permissible use (if applicable) and may inquire as to Licensee's compliance with applicable laws or the Agreement. Licensee agrees to reasonably cooperate with any inquiry, subject to any attorney-client confidentiality. Licensee shall immediately report to West any misuse, abuse, or compromise of Data of which Licensee becomes aware.

c. **Regulated Data Licensee Credentials.** West's provision of access to Regulated Data is contingent on West's verification of Licensee's credentials in accordance with West's internal credentialing procedures. Licensee shall notify West immediately of any changes to the information on Licensee's application for Services and, if at any time Licensee no longer meets such credentialing requirements, West may terminate this Agreement.

d. **Regulated Data Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Licensee hereby agrees to protect, indemnify, defend, and hold harmless West and all its Contributors from and against any and all costs, claims, demands, damages, losses, and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the misuse of Regulated Data by Licensee (or any other party receiving such Regulated Data from or through Licensee); and (ii) Licensee's breach of any representation or warranty relating to its use of or purpose in using Regulated Data.

4. **Rights in Data.** Except for the license granted in this Licensee Agreement, all rights, title, and interest in the Product, including Data, in all languages, formats, and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its Contributors.

5. **Additional Terms.** Certain third-party Data and features are governed by terms and conditions which are supplemental to and may be different from those set forth in this Licensee Agreement ("Additional Terms"). Additional Terms are available for review at the following locations: <http://legalsolutions.com/clear-additional-terms>. In the event of a conflict between any Additional Terms and terms set forth in the Agreement, the Additional Terms will control.

6. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND INTERNET-BASED SERVICES ARE PROVIDED "AS IS," 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.

7. **Limitation of Liability.** NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO LICENSEE OR TO ANY PERSON CLAIMING

THROUGH LICENSEE OR TO WHOM LICENSEE MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIER'S NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. IN NO EVENT SHALL WEST, ITS AFFILIATES, AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY TO USE PRODUCTS, DATA, SOFTWARE, OR INTERNET BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES, OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THE AGREEMENT EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Reservation of Rights.** West reserves the right to modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations. Such modifications shall be effective immediately upon written notice to Licensee.

9. **Term and Termination.** This Agreement may be extended upon written or oral agreement of the parties. Notwithstanding anything to the contrary, West may terminate this Agreement at any time and for any reason.

**Account Validation and Certification (AVC) Form
Westlaw and CLEAR (Government)**



THOMSON REUTERS™

Subscriber Information		REQUIRED
Account Number (if applicable) _____		
Full Legal Name/Entity <u>Surfside Police Dept TEMP ACCESS</u>		
Business Unit/Dept/Agency _____		
The applicant's address below is (please check one): <input type="checkbox"/> a Commercial Location <input type="checkbox"/> a Residence (i.e. a home-based business)		
Street Address <u>9293 Harding Ave</u>		
City <u>Surfside</u>	Country (if not US) <u>US</u>	
State <u>FL</u>	Zip <u>33154</u>	
Main Organization Telephone <u>(305) 779-7596</u>	Location/Contact/Ext Telephone _____	
E-Mail Address <u>pmckenna@townofsurfsidefl.gov</u>	Website _____	
Cell Phone (if no land line available) _____ <input type="checkbox"/> Check here if no website available		

ACCOUNT TYPE SECTION
Select the applicable type and continue to next step

Select Type of Government

- US – Federal
- US – State
- US – Local
- Tribal Government
- Other Government (please describe) County

Select Type of Academic Institution

- Privately Funded Academic Institution (non-govt funded)
- Government Funded Academic Institution

Do Subscriber's end users have arrest powers? No Yes

Will the product be used for collections, skip-tracing, debt buying, or other similar activities related to consumer debt? No Yes

If other similar activities, please describe: _____

Is Subscriber requesting access to Utility data? No Yes*

**If yes, Subscriber may need to successfully complete an onsite inspection.*

Site Inspection contact. Site inspections may be required if you are requesting access to Utility data or otherwise required by a third party data provider.

Name <u>Patrick McKenna</u>	Telephone Number <u>305-779-7596</u>
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Unethical or Illegal Activities

Subscriber certifies that it is NOT involved in credit fraud, identification theft, stalking, harassment, any unethical business practices or illegal activity nor has it worked to further such activities of its customers, nor is it on the U.S. Treasury Department Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List.

Permissible Use under Gramm Leach Bliley Act

Subscriber's use of the data is limited by the U.S. Gramm-Leach-Bliley Act (15 U.S.C. 6801 et. seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use:

- Subscriber certifies there is no permissible use.
- For use by a person holding a legal or beneficial interest relating to the consumer.
- For use in complying with federal, state, or local laws, rules, and other applicable legal requirements.
- For use as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- For use in complying with a properly authorized civil, criminal, or regulatory investigation, subpoena, or summons by federal, state, or local authorities.
- For use to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- For use by any Law Enforcement Agency, self regulatory organizations or for an investigation on a matter related to public safety.
- To persons acting in a fiduciary or representative capacity on behalf of the consumer.
- For required institutional risk control or for resolving consumer disputes or inquiries.
- With the consent or at the direction of the consumer.

Permissible Use under Drivers Privacy Protection Act

Subscriber's use of the data is limited by the U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) and can only be used for specific non-FCRA (Fair Credit Reporting Act) purposes. Please indicate below (check box) what permitted use(s) will apply to your research needs:

At least one permissible use must be selected to be granted access or the Subscriber must select the non-permissible use:

- Subscriber certifies there is no permissible use.
- For official use by a Court, Law Enforcement Agency or other Government agency.
- To verify or correct information provided to you by a person in order to prevent fraud, pursue legal remedies or recover a debt; skip tracing.
- For use in connection with a civil, criminal or arbitral legal proceeding or legal research.
- For use in connection with an insurance claims investigation or insurance antifraud activities.

	UNMASKED OR FULL DISPLAY OF SENSITIVE PERSONAL INFORMATION SECTION Qualified Accounts Only	
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Complete the below section if Subscriber requests unmasked or full display of full Security Numbers, Day of Date of Birth and/or Driver's License Wallet

- Subscriber IS NOT requesting unmasked or full display of Sensitive Personal Information.
- Subscriber IS requesting unmasked or full display of Sensitive Personal Information.

WEST PUBLISHING CORPORATION ("WEST") – AUTHORIZED SENSITIVE PERSONAL INFORMATION DISPLAY POLICY: West seeks to balance overall individual privacy needs and concerns with the legitimate personal information needs of specific entities as allowed within the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S. DPPA) and other laws. As a general rule, sensitive data on West Public Records Databases is truncated. In order to help ensure that access to authorized unmasked and full display of sensitive data is warranted, West requires validation on a regular basis as necessary for each account requesting access to unmasked and full display of sensitive personal information to certify that the unmasked and full display of personal information is needed, and will only be used in connection with legitimate business. West, in its sole discretion, reserves the right to discontinue access to unmasked and full display of personal information.

***CLEAR Subscribers:** All CLEAR Users on this account will be granted access to the same type of sensitive personal information upon approved credentialing.*

***Westlaw Subscribers:** Only those Westlaw users listed below will be granted access the sensitive personal information.*

Please provide the names and passwords of those individuals for which unmasked access should be added or removed. Use additional page with the information below if needed.

Westlaw User			
Last Name	First name	Password (applicable only if active subscriber)	Add or Remove

Information Protection Affirmation

Subscriber shall be fully responsible for any unauthorized collection, access, use, and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, Subscriber shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and information assets and resources in question. Subscriber shall immediately notify West of any Information Protection Incident that may result in the unauthorized collection, access, use or disclosure of Personal Information subject to this Agreement. Subscriber shall make all reasonable efforts to assist West in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of Personal Information. For purposes of its obligations hereunder, the acts or omissions of Subscriber's employees, shall also be deemed the acts or omissions of Subscriber.

Appropriate Use Standard

West provides computer devices, networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. The use of any West information asset will be for legitimate business purposes only and in accordance with all applicable West corporate policies. Any access to or use of non-public personally identifiable information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists. It is your responsibility to seek guidance and clarification in case of any question about the proper use of West resources, including but not limited to the use of non-public personally identifiable information. All employees associated with the Subscriber, including all personnel must adhere to these requirements.

Fair Credit Reporting Act (FCRA) Use Prohibited

Subscriber certifies that it has read, understands and will comply with the terms of the Research Subscriber Agreement including in particular (but not limited to) the Data Usage Restrictions. Subscriber understands that West is not a Consumer Reporting Agency and Subscriber will not use any Westlaw/CLEAR Data for any purpose regulated by the U.S. Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) or any similar statute.

By signing below, you acknowledge that you and all authorized persons under your account(s) agree to limit the use of this information, as described above, and to comply with the provisions of the U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. §2721 et seq.) (U.S.DPPA) and all other applicable federal, state, and local laws, rules, and regulations.

You further certify that you are authorized to execute this Account Validation and Certification Form on behalf of the Subscriber listed above and that statements you have provided in this form are true and correct. Further, you agree to the terms and conditions set forth in this form and understand that you may periodically be required to re-certify information provided herein.

AUTHORIZED REPRESENTATIVE FOR CERTIFICATION

Printed Name _____

Title _____

Date _____

Signature X _____



All information is subject to verification and approval by West.

CLEAR

Surfside Police Dept

Clear with Web Analytics
Real-Time Incarceration & Arrest records (Photo line-ups)
CLEAR Alerts

Developed for: Sgt. Patrick McKenna

Jan 28th, 2014

Jon Liu

| Law Enforcement & Investigations Consultant | West – a Thomson Reuters Business | 4.11 |

Introduction

West, a Thomson Reuters business, has a long history of providing exceptional products and customer service to government customers. West is well known in the public and private sectors for the quality of our public record information, technologies, analytics, and customer service. Our online products are currently used by thousands of corporate customers and by all levels of government. Many of these customers are long-time customers who have continued to choose our products to serve their needs. We believe that our long-term customers are testimony not only to our products but also to the exemplary customer service that our West is known and recognized for.

West is committed to providing both the highest quality research tools in the most cost-effective and efficient manner and the training and support to assist your users in optimizing the benefits of those tools.

CLEAR Product Description

Data Highlights

▪ Real-time Gateways

CLEAR includes several live gateways that provide real-time access to data, helping to ensure that users can obtain the most up-to-date information available. CLEAR's real-time access includes gateways to credit header data, vehicle registration data, and phone data—including cell phones.

▪ Locator data

Live gateways, mentioned above, are valuable for obtaining the most current address available, but other types of data can be especially useful in this regard, too. Utility records can be particularly valuable for obtaining current addresses. The utility data is updated daily and is included in both the Person Search and the Phone Search. In addition to the utility data source, utility hookup records are also contained in the New Movers data set, updated monthly and available in the Person Search and Phone Search. Other data sets traditionally relied upon for helping to locate subjects include the credit header data and phone data, both of which include live gateways in CLEAR.

▪ Web Analytics

CLEAR offers the Web Analytics add-on option as a federated data source. This search feature provides access to both deep-Web and surface-Web content from one search interface. Web Analytics provides information in real time from its data sources:

The **Surface-Web** data returns search results similar to those that would be returned by traditional search engines. The surface Web, also known as the visible Web, is a portion of the World Wide Web that is indexed by conventional search engines such as Google™.



The **Deep-Web** data returns records and images typically not found using traditional search engines. Deep Web may contain up to one trillion pages of information, versus approximately 20 billion pages on the searchable surface Web.

Searching against the Web Analytics data sources can be done using the Person Search tab (by name, name/city/state, email address, or screen name), the Business Search tab (by business name), or the Phone Search (by ten-digit phone number).

Photos, email addresses, information from social networking sites, business networking sites, blog entries, and more, can be returned and categorized for easy review, potentially saving hours of research on individual sites. With one search, users can search both public records data sources and open source information available on the Internet.

The Web Analytics search results are grouped based on different categories, and these groups can be expanded and collapsed. Using the Filter Results panel, users can filter for those records that match a certain Category and/or Frequency. Through the filter window, CLEAR uses key words that occur across the entire set of search results to help identify the most relevant results. Keywords such as terrorist, felon, and fraud will display as Possible Red Flags.

CLEAR Search Types and Data Sources

The screenshot displays the CLEAR search interface. At the top, the CLEAR logo is on the left, and a navigation bar contains icons for Search, My Results, My Workspace, Account Tools, and a Welcome message. Below this is a secondary navigation bar with tabs for Person, Business, Asset, Phone, License, Court, and Search All. The main content area is divided into two columns. The left column, titled '1 Search Criteria', contains various input fields: Last Name, First Name (with a 'Begins with' checkbox), Middle Initial, Date of Birth (mm/dd/yyyy), SSN (###-##-####), Address, City, County, State/Terr (dropdown), Zip Code, Email, and Screen Name. A 'Name Variations' button is also present. The right column, titled '2 Data Sources', includes a 'Run Search >>' button and a list of data sources with checkboxes: Public Record People and Web Analytics (with an 'Important Disclaimer' link). A 'DPPA' dropdown menu is set to '1' and a 'Reference' field is marked with an asterisk. A footer bar at the bottom contains copyright information and technical support details.

- **Credit Headers**

Regularly updated files from two of the major credit bureaus—*Experian* and *TransUnion*—are included in CLEAR's Person Search. Each of these header files contains hundreds of millions of records, covering all 50 states and U.S. territories. These files are valued for typically providing identifying information such as Social Security number, date of birth, and aliases, as well as locator information, such as address and phone number.

Additionally, three data sets provide historical credit header data: *Address Compilation*, *Historical Credit Bureau*, and *Experian*. Coverage from these files is nationwide, with limited coverage of U.S. territories. These files are valuable for expanding on a subject's address history and for possibly divulging additional aliases.

- **Utility**

This data set contains information from more than 80 national and regional electric, cable, gas, and telephone companies. This coverage is nationwide and also includes records from Guam, Puerto Rico, and the U.S. Virgin Islands. This data is particularly valuable for obtaining current addresses that may not be found elsewhere but also contains historical records from up to 2.5 years of customer service information and, where available, up to four (4) years of unpaid/ closed account history.

- **Driver License**

Driver license information that is updated on a monthly basis is available from Michigan, Tennessee, and Wisconsin. Historical driver license information is available from 20 states. Driver license data is typically valued by users for its ability to provide identifier information such as date of birth, Social Security number, or driver's license number.

- **Death Filings**

Death filings contain tens of millions of records from the Social Security Administration (SSA) on deaths reported to the SSA. These files are updated weekly.

- **New Movers**

This data set comprises 12-15 million records regarding U.S.-consumer household data, compiled from a variety of sources, including utility data. Records are organized according to head of household with other household members named. Updates to this file occur monthly.

CLEAR Reports: Comprehensive Data and Flexible Design Options

Ordering a report on a subject provides a solid overview of the different types of information available on that subject.

- **Comprehensive Data—including Real-time Data**



Each report in CLEAR draws upon search logic that was specifically tailored for public records retrieval and facilitates records associated with a given subject being gathered from multiple data sources. For instance, a report ordered about an individual will include related data across the various search tabs, such as Person, Asset, Phone, License, and Court. The resulting report provides a thorough overview of the information related to a subject.

Of particular value is the inclusion of real-time gateways in the report compilation, in some cases, gateways that are not available when running a search. These gateways ensure that report data is the most current data available on a subject.

National Comprehensive Report

The National Comprehensive Report provides a comprehensive view of data relating to an individual and contains all of the types of information found in a Basic Report, including the real-time information from gateways, plus information from more extensive data sets, thereby providing a summary of assets, driver license information, professional licenses, et cetera, for a given subject.

The National Comprehensive Report can also be customized to include additional information regarding Relatives, Neighbors, and Associates.

Flat Rate Pricing: Individual Unlimited Access Passwords for Surfside Police Dept

This option provides Unlimited Access and Unlimited Reports for each licensed User. This is the best option for dedicated Investigators/analysts who will need to use CLEAR on a regular basis...

3-year plan – w/ Non-availability of Funds clause (In case of budget reductions)

Proposed Access – Clear Plus Web Analytics (Includes Social Networking Searching)

<i>Up to 3 users - CLEAR Plus Web Analytics</i>	\$338.40/month = \$112.80/user
<i>Up to 4 users - CLEAR Plus Web Analytics</i>	\$439.20/month = \$109.80/user
<i>Up to 5 users - CLEAR Plus Web Analytics</i>	\$463.40/month= \$92.68/user
<i>Up to 7 users - CLEAR Plus Web Analytics</i>	\$596.40/month = \$85.20/user

Recommended Add-ons

Alerts – (Provides notifications when new information is available)

<i>100 alerts (shared with all the users)</i>	<i>\$20/month</i>
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Real-Time Incarceration & Arrest Records – (Photos/booking information/Line-ups)

<i>1 users</i>	<i>\$95/month</i>
<i>2 users</i>	<i>\$170/month</i>

Important: If your office signs up by **March 12^h** your initial month of CLEAR would be free! With that in place, you wouldn't receive your first invoice for a full month of usage until **June 2014!**

Pricing is for the exclusive use of the
Surfside Police Dept and may not apply to any other Agency or Office.
All pricing subject to expiration 30 Days from date on cover

Training

We offer training to your users **at no charge** for the term of the contract.

Our account managers and specialists have an extensive history of successful training efforts. We offer customers various options to support your unique training requirements, including convenient Webex training, in-person sessions, and standard or customized training content.

As part of the training experience, we provide a full range of training materials, including user manuals, quick-start guides, and quick reference cards. CLEAR's online help feature provides informative documents regarding features, data, and functionality.

We provide a dedicated CLEAR Consultant to work with you and all your users. Your consultant will help facilitate:

- Unlimited training for your team during your subscription....
- Resolution of any issues...
- Adjusting users and passwords; training accordingly...
- Etc...

Client Support

CLEAR client support can be reached via e-mail (clear@thomsonreuters.com) or a toll-free number (877-242-1229). Technical support is available 24/7. Search assistance is available Monday through Friday, 7:00 am to 10:30 pm ET, and Saturday/Sunday, 8:00 am to 5:00 pm ET. Billing and account maintenance support is available Monday through Friday, 8:00 am to 4:30 pm ET.

Additionally, we provide a dedicated account manager to assist each customer with training and general support.

CLEAR Mobile—Access CLEAR from Wireless Devices

With CLEAR Mobile, the benefits of using CLEAR extend to wireless devices. CLEAR Mobile provides the same great data and search capability as in CLEAR for Person, Phone, and Vehicle searches. Entity resolution is engaged in returning results for these searches on CLEAR Mobile, so users see the streamlined Result Groups. National Comprehensive Reports (including with associates) can be ordered via CLEAR Mobile and are stored in My Results for later viewing from the desktop. Those Result Groups can also be saved to My Workspace folders, also for working with later from the

desktop. For addresses returned in CLEAR Mobile, customers can engage map views through the integration with Google Maps into Workspace.

Technical Requirements for CLEAR

- Computer with mouse and color display
- Internet access
- Microsoft Windows 2000, NT, or XP
- Microsoft Internet Explorer 6.0 or higher (7.0 and higher recommended)
- Monitor resolution setting of 1024 x 768

Confidentiality

Due to the competitive nature of this offer, Thomson Reuters requests that the terms and conditions presented herein are to remain confidential and must not be discussed with any third parties.



Government Accounts Only

Addendum to West Order Form for CLEAR Services Orders

Subscriber: Surfside Police Dept

Account #: _____

Date of Order Form: _____

1. **Effect of Addendum.** The underlying CLEAR Services Subscriber Agreement West Order Form – CLEAR Services and applicable Schedule A (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

Subscriber

Signed: _____ 

Accepted by: _____

Name (please print): _____ 

Title: _____

Title: _____ 

Date: _____

Date: _____ 

Government Subscribers Only. Upon conclusion of the Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Batch Transactional	
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Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Monthly Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the Subscriber Agreement. During the Minimum Term and thereafter (including any Renewal Term) Monthly Charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set for the in the Subscriber Agreement.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until terminated by either party upon 30 days written notice to the other party.

_____ Subscriber's Initials for longer Minimum Term. Please check: ___ 24 or ___ 36 month Minimum Term.

Office Use Only
OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Windows	
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Full Svc #	CLEAR Window Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

Notes:

Monthly Charges are billed on the date West processes Subscriber's order and continue for 12 complete calendar months ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Subscriber shall guarantee minimum Monthly Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the window (the "Monthly Window") as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as all other applicable Monthly Charges. Monthly Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. CLEAR Batch Window requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Monthly Window for such month.

_____ Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly Guarantee for the second 12 months not to increase by more than _____% over the Monthly Guarantee for the initial 12 months.

_____ Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Guarantee for the second 12 months not to increase by more than _____% over the Monthly Guarantee for the initial 12 months and Monthly Guarantee for the third 12 months not to increase by more than _____% over the Monthly Guarantee for the second 12 months.

Non-Government Subscribers Only. Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will increase 0% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Guarantee increase different from 0% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Minimum Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Minimum Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Subscriber Certification Section

Required for all accounts that interact with, manage or house inmates or detainees.

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:



- _____ **Subscriber's Initials.** Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.
- _____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.
- _____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.
- _____ **Subscriber's Initials.** CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:
 - In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
 - Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
 - No access shall be outsourced or otherwise provided to third parties.
 - Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

IP Address Section

Only External IP Address(es) or Range(s) Must Be Provided

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber



Subscriber's Internet Service Provider Name _____

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address _____ Ending IP Address _____

Beginning IP Address _____ Ending IP Address _____

CLEAR Subscribers may receive roaming access to CLEAR by default. Roaming access permits users outside Subscriber's designated IP Address/Range. West may, at its option, block roaming access.

Subscriber initials if Subscriber requests that roaming access be blocked.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) _____

Telephone _____

E-Mail _____

REQUIRED

IF APPLICABLE



CLEAR Users, My Account Administrator and Authorized QuickView+ User



Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name McKenna First Name Patrick E-Mail pmckenna@townofsurfsidefl.gov
(Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name McKenna First Name Patrick E-Mail pmckenna@townofsurfsidefl.gov

CLEAR Renewals

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	CLEAR Products	Current Monthly Charges*
Notes		

____ Subscriber's Initials for 12 Month Renewal Term** Subscriber agrees to commit to an additional 12 months and the Monthly Charges for the such additional 12 months shall be _____% more than the current Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

____ Subscriber's Initials for 24 Month Renewal Term** Subscriber agrees to commit to an additional 24 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months.

____ Subscriber's Initials for 36 Month Renewal Term** Subscriber agrees to commit to an additional 36 months. The Monthly Charges for the first additional 12 months shall be _____% more than the Monthly Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Charges for the second additional 12 months shall be _____% more than the Monthly Charges for the first additional 12 months. The Monthly Charges for the third additional 12 months shall be _____% more than the Monthly Charges for the second additional 12 months.

** Effective at the end of the Minimum Term or current Renewal Term.

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term designated above, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

CLEAR Window Renewals

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.
*Current Monthly Guarantee and the Monthly Window is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Matl #	CLEAR Products	Current Monthly Guarantee*
Notes		

Subscriber's Initials for 12 Month Renewal Term** Subscriber agrees to commit to an additional 12 months and the Monthly Guarantee for the such additional 12 months shall be _____% more than the current Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms.

Subscriber's Initials for 24 Month Renewal Term** Subscriber agrees to commit to an additional 24 months. The Monthly Guarantee for the first additional 12 months shall be _____% more than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Guarantee for the second additional 12 months shall be _____% more than the Monthly Guarantee for the first additional 12 months.

Subscriber's Initials for 36 Month Renewal Term** Subscriber agrees to commit to an additional 36 months. The Monthly Guarantee for the first additional 12 months shall be _____% more than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Guarantee for the second additional 12 months shall be _____% more than the Monthly Guarantee for the first additional 12 months. The Monthly Guarantee for the third additional 12 months shall be _____% more than the Monthly Guarantee for the second additional 12 months.

** Effective at the end of the Minimum Term or current Renewal Term.

Non-Government Subscribers Only. Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only. Upon conclusion of the Renewal Term, the Monthly Charges will be billed thereafter at up to then-current rates, subject to the Monthly Guarantee. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Passwords. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

General Provisions for Non-Government Subscribers Only. This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota shall become effective upon verification by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any, Monthly Charges or open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this Agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable.

Usage Cap. In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

Returns. CLEAR charges are non-refundable.

	CLEAR Products to be Lapsed	
Full Svc #	CLEAR Products	

The Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>), the applicable Schedule A price plan (located at <http://legalsolutions.com/schedule-a-clear>) is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule and this Order Form.

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____
 Title _____
 Date _____
 Signature _____ X



For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____	
Card # _____	Expir. Date _____	Total Amt. to Charge _____		



CLEAR Bridge Amendment

AVAILABLE ONLY TO NEW CLEAR SUBSCRIBERS

Amendment to the Research Subscriber Agreement between Surfside Police Dept ("Subscriber") and West Publishing Corporation ("West") as follows:

1. **Effect of Amendment.** The underlying Research Subscriber Agreement, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Term and Termination.** The Subscriber Agreement and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth in paragraphs 3.1, 3.2 and 3.3 herein.

3. **Bridge**

3.1 From the effective date of this Amendment and continuing for a minimum of 1 complete calendar months thereafter ("Period 1"), Subscriber shall receive access, at the rates set forth below, to the CLEAR product(s) elected by Subscriber on the Order Form (excluding all charges associated with CLEAR Batch Processing). Access to and use of applicable CLEAR Excluded Charges, if any, shall be billed to Subscriber at then-current Schedule A rates.

3.2 From the end of Period 1 and continuing through the end of the Minimum Term (or Renewal Term) of 36 months, elected by Subscriber on the Order Form ("Period 2"), Subscriber shall receive access to the CLEAR product(s) elected by Subscriber on the Order Form and as set forth below, at the rates set forth therein. All access to and use of CLEAR Excluded Charges, shall be billed at the then-current Schedule A CLEAR rates.

3.3 The Minimum Term shall be extended by the length of Period 1.

3.4 All other terms and conditions of the Subscriber Agreement shall remain unchanged.

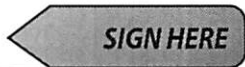
West Publishing Corporation

By: _____
To be signed by authorized home office personnel only

Title: _____

Date: _____

Subscriber



By: _____

Name (please print): _____

Title: _____

Date: _____

Subscriber's Address: 9293 Harding Ave

Surfside, FL 33154

Internal Office use only
Amendment = Period 1 ZPER
Bridge 3.1 = VTC Months
Order Form Monthly Charge = Adj Rnwl Base Value

Full Svc #	CLEAR Product(s)	# Users/ Alerts/Seats at Subscriber Location	MonthlyBanded/ Base Rate	Per User Rate	Other	Total Monthly Charges
41011056	CLEAR Plus Web Analytics	5				\$0
41343514	CLEAR Alerts (100)					\$0

