

Approved by CC:

JAN 27 2014



**LAW ENFORCEMENT AGENCY REQUEST FORM TO ACCESS TLO SYSTEMS
(****LAW ENFORCEMENT ONLY****)**

TLO is dedicated to creating technologies, systems, and tools that protect children, people, companies, and countries from risk, fraud and theft. TLO applauds the efforts of our law enforcement officers across the country in the fight against crime, and is proud to provide our tools free of charge to Law Enforcement Agencies to aid the fight against crime.

TLO requires the Agency's legal designee to make application as follows:

Law Enforcement Agency

Name of Law Enforcement Agency: Johnson County Sheriff's Office TX

Headquarters Address: 1102 E Kilpatrick, Cleburne, TX, 76031

Phone #: 817-556-6058

Agency URL:

Number of Officers in the Agency: 88

Authorized Agency Designee

Name: Mike Gaudet

Division: Criminal Investigations

Rank: Lt.

ID/Badge Number: 1029

Direct Phone #: 817-556-6055 x-244

E-mail Address: mikeg@johnsoncountytexas.org

Cell Phone #: 817-879-2770

Agency Web Address: <http://www.jctxsheriff.org>

Proposed Administrator

(The person responsible for managing your account on behalf of the Agency.)

Name: Mike Gaudet	
Division: Criminal Investigaitons	
Rank: Lt.	ID/Badge Number: 1029
Address (if not Headquarters):	
Direct Phone #: 817-556-6055 x-244	Cell Phone #: 817-879-2770
E-mail Address: mikeg@johnsoncountytexas.org	

Please forward copies of Law Enforcement Identification Cards for the Authorized Agency Designee and the Administrator.

The responsibilities of the Administrator are:

- 1.To coordinate the appropriate use of TLO Systems according to the agreed Acceptable Use Requirements.
- 2.To keep current a complete roster of all Officers who have been granted rights to access and use TLO Systems, and to monitor appropriate use.
- 3.To provide required information to TLO to ensure the appropriate use and control of TLO Systems.

Signed By: _____

Authorized Agency Designee

12-28-10

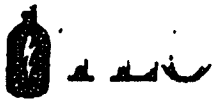
Date

Signed By: _____

Administrator

12-28-10

Date



TLO Acceptable Use Requirements for Law Enforcement:

TLO is dedicated to creating technologies, systems, and tools that protect children, people, companies, and countries from risk, fraud and theft. TLO applauds the efforts of our law enforcement officers across the country in the fight against crime, and is proud to provide our tools free of charge to Law Enforcement Agencies to aid the fight against crime.

1. The Authorized Agency Designee of the Agency must make application for the Agency overall. Once approved, an administrator will be appointed by the Agency to oversee the use of TLO Systems by the Agency, including authorizing access, ensuring appropriate use, and removing access for any Officer who is reassigned.

2. Subject to these Acceptable Use Requirements, TLO grants a license to the Agency to permit online access to TLO Systems at no charge solely for law enforcement purposes. You must acknowledge and agree to these Acceptable Use Requirements by signing this Acceptable Use Requirements form, and strictly abiding by the requirements included here.

3. The Agency understands and acknowledges that data is sometimes entered poorly, processed incorrectly, and generally not free from defect. The results found from TLO Systems should not be relied upon as accurate. Before relying on any information provided by TLO Systems, you must verify it independently through other investigative means in accordance with your Agency's guidelines and protocols. The Agency agrees to hold TLO harmless for any of the Agency's use of the TLO Systems and the information provided by TLO Systems.

4. Members of the Agency must not share access to TLO Systems with anyone who is not in the Agency.

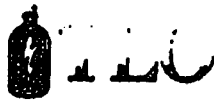
5. You will not use or allow use of TLO Systems for any commercial purposes.

6. Use of TLO Systems, and access to any information provided by TLO Systems, may be suspended or revoked at any time by TLO.

7. The Agency agrees it is familiar with laws governing the use of data. The TLO Systems contain data regulated by the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et seq. ("GLB"), and the Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("DPPA"). The screens that display information from the TLO Systems clearly indicate that the results are to be used for Law Enforcement Purposes only; GLB and DPPA permit data to be used for Law Enforcement Purposes. You will also have an option to suppress any GLB and DPPA data, if you are ever in doubt, since for each use, you must comply with the GLB and DPPA permissible uses.

(A) Applicable GLB uses for law enforcement:

- (To the extent specifically permitted or required under laws other than GLB, 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.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.



- To comply with Federal, State, or local laws, rules and other applicable legal requirements.

(B) Applicable DPPA uses for law enforcement:

- 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 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.

8. TLO is not a consumer reporting agency. The Agency shall not use TLO Systems for any purpose governed by the federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. ("FCRA"), including to determine eligibility for credit, insurance, employment, or other purpose governed by the FCRA.

9. The Agency will manage its account in compliance with Agency guidelines and these Acceptable Use Requirements, including, without limitation: (i) designating an appropriate Administrator; (ii) adding appropriate Agency employees as users; (iii) maintaining accurate records of all current employees with access to, and former employees who have ever accessed, TLO Systems; (iv) issuing guidelines for the appropriate use of TLO Systems by its users; and (v) terminating access when a user departs from the Agency, transfers to new duties not requiring access, or is suspected of improper access or use of TLO Systems.

10. The Agency may not assign the license to access TLO Systems, in whole or in part.

All of the foregoing is accepted and agreed to by:

Signed By: _____


Authorized Agency Designee

12-28-10

Date



Please complete and attach the following documentation. Fax the information to Credentialing at (561) 226-9717 on Department/Agency letterhead:

- **LAW ENFORCEMENT AGENCY REQUEST FORM TO ACCESS TLO SYSTEMS (MUST HAVE FULL AGENCY NAME – FULL LEGAL NAME OF AUTHORIZED AGENCY DESIGNEE)**
- **TLO ACCEPTABLE USE REQUIREMENTS FORM**

For legal questions, please contact Derek Dubner, Esq. at (561) 988-4205.

AMENDMENT

This Amendment to the Law Enforcement Agency Request Form to Access TLO Systems and TLO Acceptable Use Requirements for Law Enforcement (collectively, the "Agreement"), incorporated by reference, is entered into as of the date signed by the last party, between TLO, LLC ("TLO") and Johnson County Sheriff's Office - TX ("Agency"). The effective date of this Amendment is 03/01/2013. All terms not defined herein shall have the meaning ascribed to them in the Agreement.

In consideration of the Parties' mutual promises, and other good and valuable consideration, TLO and Agency desire to amend the Agreement and agree as follows:

1. The Parties agree that TLO will no longer provide all products and/or services to Agency free of charge. Any references in the Agreement indicating the provision of products and/or services free of charge to Agency shall be deleted, including, without limitation, such clauses as "free of charge" and "at no charge".

2. During the term of the Agreement, Agency agrees to pay TLO all applicable charges for TLO Products accessed as set forth in Attachment A to this Amendment.

Except as expressly amended above, all of the terms and conditions of the Agreement shall continue in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the Parties hereto may execute this Amendment by signing such counterpart in the original, or by facsimile or other electronic transmission.

All of the foregoing is accepted and agreed to by:

AGENCY:

Signed by: 

Authorized Agency Designee

Print Name: Roger Harmon

Date: 2-25-13

TLO:

Signed by: 

Print Name: Chris Kingman

Date: 2/8/2013

ATTACHMENT "A"

<p>Subscriber: Johnson County Sheriff's Office - Subscriber ID: ^{TY} 3071 Effective Date: 03/01/2013 Pricing Contract: Flat Rate - Transactions</p> <p>Term: This Agreement shall commence on the Effective Date and continue in effect for 12 months. Thereafter, the Agreement shall automatically renew for additional successive 12-month terms unless written notice of intent not to renew is provided by one party to the other at least 60 days prior to the expiration of the then current term.</p>	<p>Monthly Fee: \$110.00</p> <p>Monthly Transactions: 500 (unused Monthly Transactions do not rollover)</p>
	<p>Agreement includes the following searches:</p> <ul style="list-style-type: none">- All searches and reports EXCLUDING Super Phone Report and Super Reverse Lookup- Transactions included in the Monthly Fee pertain to searches and reports currently offered through TLOxp as of 2/6/2013. Additional searches and/or reports that fall outside of the Monthly Fee may be added to TLOxp in the future <p>Each search listed above is a "transaction."</p> <ul style="list-style-type: none">- All included transactions in excess of Monthly Transactions will be charged at a rate of \$0.50 per transaction <p>Pricing for excluded searches:</p> <ul style="list-style-type: none">- Super Phone Report will be charged at \$0.50 per transaction- Super Reverse Phone Lookup will be charged at \$0.25 per transaction- All other searches/reports are subject to TLO Pricing, which may change from time to time

Subscriber Initials 