

**LAW ENFORCEMENT AGENCY  
SUBSCRIBER AGREEMENT**

This Agreement is entered into as of the date indicated below, by and between Kittitas County Sheriff's Office ("Agency") and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the Application by TRADS.

1. TRADS agrees to provide Agency access to and use of TRADS Services. TRADS grants Agency a personal, non-exclusive, non-transferable, revocable license to obtain and use the TRADS Services pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time. Agency understands that TRADS Services contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725), all of which the Agency certifies to comply.
2. If Agency desires to receive TRADS Services subject to GLBA, Agency hereby certifies that the specific purpose(s) for which such TRADS Services will be requested, obtained and used by Agency is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:
  - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
  - 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.
3. If Agency desires to receive TRADS Services subject to DPPA, Agency hereby certifies that it will request, obtain, and use such TRADS Services only for one of the following permitted uses under the DPPA:
  - 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.
4. TRADS is not a "consumer reporting agency," and TRADS Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Agency represents and warrants that the TRADS Services obtained hereunder will not be used in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA. The TRADS Services are provided "as-is", with no warranties of any kind, including without limitation, those as to quality, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose. Information obtained from TRADS Services should not be relied upon as accurate. Before relying on any such information, Agency must verify it independently through other investigative means in accordance with Agency's guidelines and protocols.
5. Agency agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by the Agency. Specifically, the account administrator is responsible for (i) allowing only appropriate employees to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Agency and its employees; (iii) maintaining accurate records of all current employees with access to TRADS Services, and all former employees who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its users; (v) ensuring that each of its users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a user is no longer employed by Agency, is transferred to new duties not requiring access, or is suspected of improper access or use of TRADS Services. Agency will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Agency will immediately notify TRADS at [SecurityIncident@TransUnion.com](mailto:SecurityIncident@TransUnion.com) of any breach of security in which an unauthorized person has gained access to TRADS Services. TRADS may audit Agency's use of TRADS Services. Agency agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Agency's account.
6. Agency will not use or allow use of TRADS Services for any commercial or non-law enforcement purposes.
7. Agency agrees to hold TRADS and its representatives, including parents, subsidiaries and affiliates, harmless from any and all liabilities relating to Agency's use of TRADS Services or any breach of this Agreement by Agency. TRADS's entire liability to Agency is limited to direct damages not exceeding the fee paid by Agency for the TRADS Services obtained. TRADS shall not be liable for any other damages, costs or expenses whatsoever.
8. Agency agrees to pay TRADS all applicable charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement. If Agency is using TRADS Services during a free trial period, there is no obligation to pay for those services accessed during such period.
9. This Agreement, the Attachments and the Terms and Conditions located at <http://www.TLO.com/termsandconditions/LE>, all incorporated by reference, constitute the entire agreement between Agency and TRADS. This Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed, in whole or in part, without TRADS's prior written approval.

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

Kittitas County Sheriff's Office

Agency Name ("Agency")

X

Authorized Agency Designee Signature  
Gene Dana

Date

6/1/15

Type or Print Name of Authorized Agency Designee



**ATTACHMENT "A"**

**Law Enforcement Agency**

Agency Name: Kittitas County Sheriff's Office	
Agency Address: 307 W Umptanum Rd, Ellensburg, WA 98926-6720	
Agency Phone #: 5099627525	Agency Web Site: <a href="http://www.co.kittitas.wa.us/sheriff">http://www.co.kittitas.wa.us/sheriff</a>
Agency ORI: WA0190000	Number of Sworn Positions in the Agency: 35

**Agency Head**

Name: Gene Dana	
Phone #: (509) 962-7525	E-mail Address: gene.dana@co.kittitas.wa.us

**Authorized Agency Designee** (Supervisory rank with authority to bind the Agency)

Name: Darren Higashiyama	
Division:	
Rank: Commander	ID/Badge Number: 3
Direct Phone #: 5099627526	E-mail Address: darren.higashiyama@co.kittitas.wa.us
Cell Phone #:	

**Account Administrator** (The person responsible for managing your account on behalf of the Agency)

Name: Andrea Blume	
Division: Major Crime Unit	
Rank: Detective	ID/Badge Number: 15
Address (if not Headquarters):	
Direct Phone #: 509-962-7069	Cell Phone #: 509-674-8153
E-mail Address: andrea.blume@co.kittitas.wa.us	