

# **Schenectady County Legislature**

Committee on Rules

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305 *Phone: (518) 388-4280 Fax: (518) 388-4591* 

DATE: June 7, 2024 TO: Honorable Schenectady County Legislators FROM: Geoffrey T. Hall, Clerk of the Legislature SUBJECT: COMMITTEE AGENDA Committee on Rules Honorable Philip Fields, Chair Tuesday, June 11, 2024 at 7:00p.m. Schenectady County Office Building, Legislative Chambers, Sixth Floor

Item		Title	Sponsor	Co-Sponsor
R	33	A PROCLAMATION CELEBRATING JUNETEENTH 2024, COMMEMORATING THE END OF SLAVERY	The Committee on Rules	Legislators Fields, McGill, and Samuel
R	34	A RESOLUTION CONGRATULATING ANEESA WAHEED, OWNER OF TARA KITCHEN, FOR BEING RECOGNIZED AS THE NEW YORK STATE SMALL BUSINESS PERSON OF THE YEAR BY THE U.S. SMALL BUSINESS ADMINISTRATION	The Committee on Rules	Legislator Ruzzo
R	35	A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES	The Committee on Rules	

Item		Title	Sponsor	<b>Co-Sponsor</b>
R	36	A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE SCHENECTADY COUNTY CIVIL SERVICE COMMISSION	The Committee on Rules	
R	37	A RESOLUTION ADOPTING LOCAL LAW NO. A OF 2024	The Committee on Rules	
R	38	A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE CONVEYANCE OF COUNTY- OWNED REAL PROPERTY	The Committee on Rules	
R	39	A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH THOMSON REUTERS FOR ON-LINE INVESTIGATIVE SERVICES FOR THE SCHENECTADY COUNTY DEPARTMENT OF PROBATION	The Committee on Rules	

Date:6/7/2024Reference:RulesDual Reference:R 33

#### **Title of Proposed Resolution:**

A PROCLAMATION CELEBRATING JUNETEENTH 2024, COMMEMORATING THE END OF SLAVERY

#### **Purpose and General Idea:**

A PROCLAMATION CELEBRATING JUNETEENTH 2024, COMMEMORATING THE END OF SLAVERY

#### **Summary of Specific Provisions:**

A PROCLAMATION CELEBRATING JUNETEENTH 2024, COMMEMORATING THE END OF SLAVERY

#### **Effects Upon Present Law:**

None.

#### Justification:

A PROCLAMATION CELEBRATING JUNETEENTH 2024, COMMEMORATING THE END OF SLAVERY

**Sponsor: The Committee on Rules** 

Co-Sponsor: Legislators Fields, McGill, and Samuel

Date:6/7/2024Reference:RulesDual Reference:R 34

#### **Title of Proposed Resolution:**

A RESOLUTION CONGRATULATING ANEESA WAHEED, OWNER OF TARA KITCHEN, FOR BEING RECOGNIZED AS THE NEW YORK STATE SMALL BUSINESS PERSON OF THE YEAR BY THE U.S. SMALL BUSINESS ADMINISTRATION

#### **Purpose and General Idea:**

A RESOLUTION CONGRATULATING ANEESA WAHEED, OWNER OF TARA KITCHEN, FOR BEING RECOGNIZED AS THE NEW YORK STATE SMALL BUSINESS PERSON OF THE YEAR BY THE U.S. SMALL BUSINESS ADMINISTRATION

#### **Summary of Specific Provisions:**

A RESOLUTION CONGRATULATING ANEESA WAHEED, OWNER OF TARA KITCHEN, FOR BEING RECOGNIZED AS THE NEW YORK STATE SMALL BUSINESS PERSON OF THE YEAR BY THE U.S. SMALL BUSINESS ADMINISTRATION

#### **Effects Upon Present Law:**

None.

#### Justification:

A RESOLUTION CONGRATULATING ANEESA WAHEED, OWNER OF TARA KITCHEN, FOR BEING RECOGNIZED AS THE NEW YORK STATE SMALL BUSINESS PERSON OF THE YEAR BY THE U.S. SMALL BUSINESS ADMINISTRATION

#### **Sponsor: The Committee on Rules**

**Co-Sponsor: Legislator Ruzzo** 

Date:6/7/2024Reference:RulesDual Reference:R 35

#### **Title of Proposed Resolution:**

# A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES

#### **Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at the Department of Social Services

#### **Summary of Specific Provisions:**

Authorization to eliminate the Typist position and create the Information Processing Specialist (IPS) II position in the Child Support Unit.

#### **Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions in the Department of Social Services. The annual salary for the Information and Processing Specialist II is \$41,393.

Create and Increase Expense	e Code By:	
A516010. 01244	Information Process Specialist II (Gr8/1)	\$22,289
		+,
Decrease Expense Code By:		
A516010. 01297	Typist (Gr4/1)	\$34,792
· · · · · · · · · · · · · · · · · · ·		$\phi_{J}\tau, \tau_{J}z$
Decrease Use of Fund Balar	ICP.	
A.599		¢10 con
A.J77	Appropriated Fund Balance	\$12,503

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

#### Justification:

This new position will significantly help the unit, which has seen increases in collections from 2022 to 2023.

#### Sponsor: The Committee on Rules Co-Sponsor:

# COUNTY OF SCHENECTADY



Rory Fluman County Manager

Office of the County Manager 620 State Street Schenectady, New York 12305

TELEPHONE: (518) 388-4355 Fax: (518) 388-4590

RE:	Authorization to Eliminate and Create Positions at the Department of Social Services
Date:	June 7, 2024
CC:	Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Brandy Hillard-Bouldin, Commissioner of Social Services Jaclyn Falotico, Commissioner of Finance Joe McQueen, Director of Human Resources
From:	Rory Fluman, County Manager 7. T.
То:	Honorable Chairperson and Members of the Legislature

Attached is a memorandum from Brandy Hillard-Bouldin, Commissioner of Social Services, requesting authorization to eliminate the position of Typist and create the position of Information Processing Specialist (IPS) II in the Child Support Unit. As Ms. Hillard-Bouldin, this new position will significantly help the unit, which has seen increases in collections from 2022 to 2023.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

l recommend your approval.

#### SCHENECTADY COUNTY

# **DEPARTMENT OF SOCIAL SERVICES**



797 Broadway, Suite 301 Schenectady, NY 12305 518-388-4400 518-388-4644 (FAX)

Brandy Hillard-Bouldin Commissioner

#### MEMORANDUM

TO: Rory Fluman, County Manager FROM: Brandy Hillard-Bouldin, Commissioner DATE: May 30, 2024 RE: Change of Position Request

The Department of Social Services is requesting a new position to accommodate the needs of the Child Support Unit within the 2024 budget. The Child Support Unit collections for 2022 were at \$15,504,153 and increased by 2.64% in 2023 with a total collection at \$15,913,525. Schenectady County Child Support Unit is considered within the top three highest in collections for New York State.

This request is for an Information Processing Specialist (IPS) II. Grade 8 at \$41,393. This salary would be subsidized from the salary of the currently vacant Typist position #601000520 currently budgeted at Grade 4, \$34,792. Increasing the budget by \$6,601 which will be recovered from other current vacancies that have existed within the Department of Social Services throughout the first quarter of the 2024 budget.

County of Schenectady 620 State Street, 3<sup>rd</sup> Floor, Schenectady, N. Y. 12305 (518) 388-4260 (518) 388-4248 Fax

# County Finance

# Memo

TO:	Rory Fluman, County Manager
FROM:	Jaclyn Falotico, Commissioner of Finance 🕅
DATE:	June 6, 2024
SUBJECT:	Budget Amendment - Department of Social Services Position Changes

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions in the Department of Social Services. The annual salary for the Information and Processing Specialist II is \$41,393.

Create and Increase E:	xpense Code By:	
A51601001244	Information Process Specialist II (Gr8/1)	\$22,289
Decrease Expense Coo A51601001297		\$34,792
Decrease Use of Fund A.599	Balance Appropriated Fund Balance	\$12,503

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

### Department of Human Resources



To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: May 31, 2024

Re: Elimination and Creation of Positions in the Department of Social Services

The Schenectady County Department of Social Services has requested the elimination of the position Typist and the creation of the position Information Processing Specialist II.

I recommend the creation of the position Information Processing Specialist II at a CSEA Grade 8.

No additional action is necessary by the Civil Service Commission.

Thank you.

Date:6/7/2024Reference:RulesDual Reference:R 36

#### **Title of Proposed Resolution:**

# A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE SCHENECTADY COUNTY CIVIL SERVICE COMMISSION

#### **Purpose and General Idea:**

Provides Authorization for the confirmation of Richard Nebolini to the Civil Service Commission.

#### **Summary of Specific Provisions:**

Authorizes the confirmation of appointment of Richard Nebolini to the Civil Service Commission.

#### **Effects Upon Present Law:**

None.

#### Justification:

Necessary to effectuate appointment.

#### **Sponsor: The Committee on Rules**

**Co-Sponsor:** 

Date:6/7/2024Reference:RulesDual Reference:R 37

#### **Title of Proposed Resolution:**

A RESOLUTION ADOPTING LOCAL LAW NO. A OF 2024

#### **Purpose and General Idea:**

To adopt proposed Local Law A of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

#### **Summary of Specific Provisions:**

Adopts proposed Local Law A of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

#### **Effects Upon Present Law:**

None.

#### Justification:

Adopts Proposed Local Law C of 2024 as Local Law 2 of 2024.

#### **Sponsor: The Committee on Rules**

**Co-Sponsor:** 



## **RESOLUTION 114-24**

Sponsored by The Committee on Rules:

### A RESOLUTION ADOPTING LOCAL LAW NO. A OF 2024

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows;

WHEREAS, proposed Local Law No. A-24, entitled:

### A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY

was heretofore introduced on May 14, 2024; and

**WHEREAS,** in accordance with the law, a public hearing upon proposed Local Law No. A-24, before this County Legislature, was duly held on the 3<sup>rd</sup> day of June, 2024; and

WHEREAS, said proposed Local Law in final form has been on the desks of the members of this County Legislature since the 14<sup>th</sup> day of May, 2024, constituting a period of over seven (7) days, exclusive of Sundays; now, therefore, be it

**RESOLVED**, that the aforesaid proposed Local Law No. A-24 entitled:

### A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY

introduced on the 14<sup>th</sup> day of May, 2024, be and the same is hereby approved and adopted as Local Law No. 2-24.



### **PROPOSED LOCAL LAW NO. 2-24**

## **COUNTY OF SCHENECTADY**

Sponsored by Legislator Samuels:

### A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows:

Section 1: Intent and Purpose.

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

*Section 2:* Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the City of Schenectady as hereinafter described is no longer necessary for use by the County and that all the right, title and interest of the County in such real property shall be conveyed to TigerBridge Property Group, LLC without public advertisement or competitive bidding.

*Section 3:* The parcel of real property situated in the City of Schenectady (519 State Street) and County of Schenectady, State of New York, subject to this Local Law are described as follows:

S/B/L: 39.80-1-28.1.

*Section 4:* The Legislature shall, by duly adopted resolution or by contract or by instruments authorized by such resolution, convey, for the consideration of one hundred sixty-two thousand and five hundred (\$162,500.00) dollars, the real property, or a portion thereof, hereinbefore described for use by TigerBridge Property Group, LLC.

Section 5: This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

Date:6/7/2024Reference:RulesDual Reference:R 38

#### **Title of Proposed Resolution:**

# A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE CONVEYANCE OF COUNTY-OWNED REAL PROPERTY

#### Purpose and General Idea:

Provides authorization for budgetary amendments received from the sale of County-owned property.

#### **Summary of Specific Provisions:**

Authorizes budgetary amendments to the 2024 Operating Budget to acknowledge revenues to be received from the sale of 519 State Street to TigerBridge Property Group, LLC for \$162,500.00

#### **Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to provide for the sale of County-owned property at 519 State Street.

Increase Revenue Code By: A23333.2660 Sale of Real Property	\$162,500
Decrease Use of Fund Balance: A.599 Appropriated Fund Balance	\$162,500

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

#### Justification:

Legislative approval necessary.

#### **Sponsor: The Committee on Rules**

**Co-Sponsor:** 

# COUNTY OF SCHENECTADY



RORY FLUMAN COUNTY MANAGER

Office of the County Manager 620 State Street Schenectady, New York 12305

TELEPHONE: (518) 388-4355 Fax: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager

- ger D.7.
- CC: Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Christopher H. Gardner, County Attorney Jaclyn Falotico, Commissioner of Finance

**Date:** June 7, 2024

Re: Authorization to Sell 519 State Street to Tigerbridge Properties

I an requesting authorization to sell 519 State Street, formerly the office of the Public Defender, in the City of Schenectady to Tigerbridge Properties. The Metroplex Development Authority, which is overseeing the process, requested bids for the sale; Tigerbridge Properties, headed by Mr. Sumeet Gupta, was the highest of four bidders with a bid of \$162,500. A public hearing regarding this sale was held at the June Committee Meeting on June 3, 2024.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budgetary actions.

I recommend your approval.

County of Schenectady 620 State Street, 3<sup>rd</sup> Floor, Schenectady, N. Y. 12305 (518) 388-4260 (518) 388-4248 Fax

# County Finance

# Memo

		_
SUBJECT:	Budget Amendment - Sale of 519 State Street	
DATE:	April 26, 2024	
FROM:	Jaclyn Falotico, Commissioner of Finance 🕅	
TO:	Rory Fluman, County Manager	

The Department of Finance provides the following amendment to the 2024 Operating Budget to provide for the sale of County-owned property at 519 State Street.

By:	
Sale of Real Property	\$162,500
2 V	
alance:	
Appropriated Fund Balance	\$162,500
	Sale of Real Property alance:

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# COUNTY OF SCHENECTADY



RORY FLUMAN COUNTY MANAGER

Office of the County Manager 620 State Street Schenectady, New York 12305

Telephone: (518) 388-4355 Fax: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager

CC: Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature

**Date:** June 7, 2024

Re: Confirmation of Appointment to Civil Service Commission

Schenectady County Civil Service Commission

Richard Nebolini

(Re-Appointment)

Term Expires

May 31, 2031

Date:6/7/2024Reference:RulesDual Reference:R 39

#### **Title of Proposed Resolution:**

#### A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH THOMSON REUTERS FOR ON-LINE INVESTIGATIVE SERVICES FOR THE SCHENECTADY COUNTY DEPARTMENT OF PROBATION

#### **Purpose and General Idea:**

Provides authorization to enter into a multi-year agreement with Thomson Reuters-West for CLEAR Software Program.

#### **Summary of Specific Provisions:**

Authorizes the County to enter into a three-year contract with Thomson-Reuters-West for the CLEAR Software Program. This is a web-based investigative search tool that the Department of Probation has used in the past to find information about the department's clients.

#### **Effects Upon Present Law:**

None.

#### Justification:

This three-year agreement would have lower monthly costs and annual increases when compared to a single-year contract.

#### **Sponsor: The Committee on Rules**

**Co-Sponsor:** 

# COUNTY OF SCHENECTADY



RORY FLUMAN COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER 620 STATE STREET SCHENECTADY, NEW YORK 12305

Telephone: (518) 388-4355 Fax: (518) 388-4590

Honorable Chairperson and Members of the Legislature
Rory Fluman, County Manager U.T.
Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Timothy Ferrara, Director of Probation
June 7, 2024
Authorization to Enter into a Multi-Year Agreement with Thomson Reuters – West for CLEAR Software Program

Attached is a memorandum from Timothy Ferrara, Director of Probation, requesting authorization to enter a three-year contract with Thomson Reuters – West for CLEAR software program. This is a web-based investigative search tool that the Department of Probation has used in the past to find information about the department's clients. As Mr. Ferrara indicates, the threeyear agreement would have lower monthly costs and annual increases when compared to a single-year contract.

I recommend your approval.



# SCHENECTADY COUNTY DEPARTMENTS OF PROBATION

388 Broadway • Schenectady, NY 12305 | Phone 518.388.4330 | Fax 518.388.4342

TIMOTHY FERRARA, Probation Director, ANDREW JOHNSON, Deputy Director

To: Gary Hughes, County Legislative Chair Rory Fluman, County Manager Jaclyn Falotico, Commissioner of Finance

From: Timothy Ferrara, Director of Probation

RE: Thomson Reuters - West, CLEAR, Contract

Date: May 29, 2024

Attached is a proposed three-year contract request for Thomson Reuters – West software program, CLEAR. CLEAR is a Web-based investigative search tool that has assisted us with finding information about individuals involved with our department, especially locating probation violators, probation absconders, and victims of crimes that are owed restitution payments. We feel we can save the County money by entering a three-year contract, rather than yearly contracts. Cost comparison for a three-year contract vs yearly contract is:

1 year contract renewal: \$373.40 per month with annual increase of 9-12% 3-year contract renewal: \$343.02 per month with annual increase of 5%

Please review and consider my request for legislative approval of a three-year contract.

Thank you for your consideration in this matter,

Timothy Ferrara Probation Director

**PROBATION SUPERVISORS** 

The state of the s



#### **Order Form**

# Order ID:Q-08272851

Contact your representative jamie.sherman a thomson reuters.com with any questions. Thank you.

	Subscriber Information	
Sold To Account Address	Shipping Address	Billing Address
Account #: 1000764592 SCHENECTADY COUNTY PROBATION DEPT DEPARTMENT OF PROBATION 388 BROADWAY SCHENECTADY NY 12305-2520 US	Account #: 1000764592 SCHENECTADY COUNTY PROBATION DEPT DEPARTMENT OF PROBATION 388 BROADWAY SCHENECTADY NY 12305-2520 US	Account #: 1000764592 SCHENECTADY COUNTY PROBATION DEPT DEPARTMENT OF PROBATION 388 BROADWAY SCHENECTADY, NY 12305-2520 US
"Customer"		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf)apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms and Conditions.

#### **ProFlex Products**

Material #	Product	Monthly Charges	Minimum Term (Months)
41308780	CLEAR Proflex	\$343.02	36

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41308780	CLEAR Proflex	1	Each	\$343.02	6

#### Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

#### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any

Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

#### Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

#### Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your c-Billing Contact(s) unless you have notified us that you would like to be exempt from c-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <u>http://static.legalsolutions.thomsonreuters.com/static/agteement/schedule-a-clear.pdf</u> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gate ways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage (If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the thencurrent 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period. If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <u>http://lcgalsolutions.com/schedule-a-clear</u>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect) I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor 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 General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-08272851

ACKNOWLEDGEMENT Q-08272851

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

**Printed Name** 

Date

This Order Form will expire and will not be accepted after 5/25/2024 CT.