

RESOLUTION No. 2007-90-597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH CHOICE POINT, INC., FOR INVESTIGATIVE SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the City's Police Department to be able to process applicants for hire, as well as to provide other investigative inquiries with respect to background inquiries, and

WHEREAS, the City staff has received quotes from various companies who provide background investigative services, and

WHEREAS, based upon those quotes, it is being recommended that the City contract with Choice Point, Inc., as one of the companies to provide investigative information to the City, and

WHEREAS, funding for this particular request is provided in the general fund,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement with

Choice Point, Inc., for investigative services, a copy of which is attached hereto as **Exhibit A.**

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Choice Point, Inc., and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JUNE 13, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Braynon
SECONDED BY: Councilwoman Watson

VOTE: 6-1

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Oscar Braynon, II	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)
Councilwoman Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Oscar Braynon II
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson
Councilman André Williams

Agenda Cover Page

Date: June 13, 2007

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: General Fund

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: Chief Boyd /Police

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # _____

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

RESOLUTION No. 2007-

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Staff Summary

As the Miami Gardens Police Department processes applicants for hire, the need to conduct investigative inquiries is of extreme importance. The use of ChoicePoint Incorporated will enable the Department to utilize a single source for gathering information which will ensure the confidentiality of the inquiry. Furthermore, as the Department begins actual law enforcement operations, the need to make investigative inquiries while conducting criminal investigations will be needed. The use of ChoicePoint's databases will provide an integral tool for investigators to use when attempting to locate perpetrators and witnesses in criminal cases. The ability to maintain a high level of confidentiality in these cases will ensure the integrity of these investigations and assist detectives in solving cases. ChoicePoint Incorporated is currently being utilized by several law enforcement agencies and is a proven resource for investigative inquiries. The decision to utilize this web-based service was made after consulting with various agencies utilizing the service. The fee schedule for ChoicePoint

**J-5) CONSENT AGENDA
RESOLUTION**

varies depending on the type of search conducted. Each inquiry involves a cost of approximately five dollars and staff does not anticipate exceeding the City Manager's spending authority in any given year.

This Agreement would not typically be brought before the Council due to its nature and due to the fact that the amount is within the City Manager's purchasing authority. However, the City Attorney was consulted on this item and believes that the best case scenario would require Choicepoint to amend the indemnification provision to provide that the City's liability is limited by virtue of sovereign immunity and that the Contract be governed by Florida law with venue lying in Miami-Dade County. However, as large national corporation ChoicePoint representatives have stated their inability to alter the company's form agreement. It is the opinion of the City Attorney while ideally Choicepoint would alter its agreement, it is an unlikely scenario and the City Attorney does not anticipate any instances where a claim could be made against the City which could result in litigation. However, that possibility is always there. Since neither the City Attorney nor the City Manager have the right to waive compliance in this regard, this matter is being brought to the attention of the City Council.

Recommendation:

That the City Council approves the attached resolution authorizing the City Manager to negotiate and execute an agreement with ChoicePoint Public Records Incorporated.



ChoicePoint Public Records Inc.
SUBSCRIBER APPLICATION AND SERVICE AGREEMENT

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR APPLICATION

To submit your application:

1. Please type or print all information requested and fax to **561-982-5895**.
2. Please attach a copy of your professional or business licensing or certified Articles of Incorporation or 501(c)(3) document.
3. If your organization is tax exempt, a copy of your state tax exempt certification is required.
4. If publicly traded, a business license is not required. Please provide your stock symbol below.
5. If not publicly traded or federally insured/chartered (banks or insurance carriers), you will be required to sign the banking reference release form that allows us to confirm your account information with your bank.
6. Banks may be requested to provide vendor references.
7. If not publicly traded or federally insured/chartered, ChoicePoint may also require a site visit to confirm address information, permissible purpose (legal use of data) or security at your place of business.

The information submitted on this Subscriber Application and Service Agreement will be used to determine eligibility in accessing information provided by ChoicePoint Public Records Inc. (ChoicePoint). ChoicePoint reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against ChoicePoint and/or its employees or officers. Additionally, the applicant hereby authorizes ChoicePoint to independently verify the information provided herein. As part of your application for services, we may be required to verify credit information, business or client references and a bank reference on your organization.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)

ORGANIZATION NAME:

MAIN OFFICE PHONE (NOT EXT.):

MAIN FAX:

WEBSITE (IF APPLICABLE):

CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY: STATE: ZIP CODE:

IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW

PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY: STATE: ZIP CODE:

DATE ORGANIZATION ESTABLISHED: (MM/YY)

STOCK SYMBOL (IF APPLICABLE):

INDUSTRY TYPE (CIRCLE ONE ITEM THAT BEST DESCRIBES YOUR ORGANIZATION)

- | | | | | | |
|----------------------|------------------------|---------------------|--------------------|-----------------|-----------------|
| ATTORNEY /LAW OFFICE | PRIVATE INVESTIGATIONS | BANKING / FINANCIAL | RETAIL / WHOLESALE | INSURANCE | HUMAN RESOURCES |
| SECURITY COMPANY | PROCESS SERVER | NEWS MEDIA | BAIL BONDS | OTHER (SPECIFY) | |

HOW WILL YOU BE USING THE INFORMATION PROVIDED THROUGH OUR SERVICE?

WHAT IS THE NATURE OF YOUR ORGANIZATION?

DOES YOUR BUSINESS REQUIRE ACCESS TO FULL SSN, DOB AND/OR DL#? YES NO

TYPE OF ORGANIZATION (CIRCLE ONE ONLY)

SOLE PROPRIETOR PARTNERSHIP INCORPORATION STATE:

FEDERAL TAX ID NUMBER:

IS YOUR ORGANIZATION EXEMPT FROM STATE & LOCAL TAXES?

IS YOUR ORGANIZATION HOME-BASED?

LICENSES REQUIRED: A PROFESSIONAL LICENSE IS REQUIRED IF YOUR ORGANIZATION IS PROFESSIONALLY REGULATED, A BUSINESS LICENSE AND/OR NOTARIZED ARTICLES OF INCORPORATION ARE REQUIRED FOR ALL OTHERS. NOTE: LICENSE STATE OF ISSUANCE MUST CORRESPOND WITH PHYSICAL ADDRESS OF BUSINESS

PROFESSIONAL LICENSE#: BUSINESS LICENSE #: LICENSE EXPIRATION DATE: (MM/DD/YY):
CITY OF ISSUANCE: COUNTY OF ISSUANCE: STATE OF ISSUANCE:

ACCOUNT CONTACT INFORMATION

LAST NAME: _____ FIRST NAME: _____
TITLE: _____ PHONE (NOT CELL PHONE): _____
CELL PHONE (IF APPLICABLE): _____ E-MAIL: _____
ARE YOU AUTHORIZED BY YOUR ORGANIZATION TO ORDER REPORTS ON THEIR BEHALF: YES NO

PRINCIPALS OF COMPANY (REQUIRED FOR ALL SOLE PROPRIETORS & PARTNERSHIPS)
SIGNATURE LINE: CPPR IS HEREBY AUTHORIZED TO PERFORM A BACKGROUND VERIFICATION.

NAME #1: _____ TITLE #1: _____
SOCIAL SECURITY # 1: _____ SIGNATURE #1: _____
NAME #2: _____ TITLE #2: _____
SOCIAL SECURITY #2: _____ SIGNATURE #2: _____
NAME #3: _____ TITLE #3: _____
SOCIAL SECURITY #3: _____ SIGNATURE #3: _____

BANK INFORMATION IS REQUIRED FROM ALL APPLICANTS, UNLESS OTHERWISE SPECIFIED

BANK NAME: _____ BANK ADDRESS: _____
PHONE: _____ FAX: _____
ACCOUNT TYPE: _____ ACCOUNT NUMBER: _____

BILLING INFORMATION

TYPE OF BILLING REQUESTED (CIRCLE ONE): _____ CREDIT CARD _____ INVOICE (DUE UPON RECEIPT)

IF YOU CHOOSE CREDIT CARD BILLING – FILL IN SECTION BELOW
PLEASE NOTE: APPLICANT AND CREDIT CARD HOLDER MUST MATCH – IF NOT, CONTACT YOUR SALES REPRESENTATIVE FOR THIRD-PARTY BILLING REQUEST

TYPE OF CREDIT CARD (CIRCLE ONE): _____ MASTERCARD _____ VISA _____ AMERICAN EXPRESS _____ DISCOVER _____
CARDHOLDER NAME: _____
CREDIT CARD NUMBER: _____ EXPIRATION DATE: (MM/YY) _____
CREDIT CARD BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____

IF YOU CHOOSE TO BE INVOICED – FILL IN SECTION BELOW

BILLING CONTACT NAME: _____
TITLE: _____ E-MAIL: _____
BILLING ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ FAX: _____ E-MAIL: _____

AUTHORIZATION

THE DULY AUTHORIZED REPRESENTATIVE OF SUBSCRIBER HEREBY REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND ACCURATE.

SIGNATURE:

PRINTED NAME: _____

TITLE: _____

DATE: _____

SERVICE AGREEMENT

This Agreement is entered into between ChoicePoint Public Records Inc. and its affiliates and subsidiaries ("CPPR"), and the entity first set forth herein ("Subscriber").

1. **SERVICE.** CPPR provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to CPPR the applicable rates and charges set forth herein.
2. **PERFORMANCE.** CPPR will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS AND CREDIT REPORT.** Subscriber acknowledges and understands that CPPR will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with CPPR internal credentialing procedures. Subscriber shall notify CPPR immediately of any changes to the information on Subscriber's application for Services (including any change of address) and, if at any time Subscriber no longer meets such procedures, CPPR may terminate this Agreement. Furthermore, Subscriber acknowledges and agrees that as part of the credentialing process, Subscriber's credit report(s) may be requested by CPPR in accordance with Federal Fair Credit Reporting Act from one or more consumer reporting agencies. Upon Subscriber's request, Subscriber will be informed of whether any credit report was requested, and the name and address of the credit-reporting agency that furnished the report to CPPR.
4. **CHARGES TO SUBSCRIBER.** For each response to a request for information, including "no record found," Subscriber agrees to pay to CPPR the applicable charge then prevailing for Services rendered to Subscriber. Subscriber shall pay to CPPR prices as updated from time to time through on-line announcements, Subscriber Bulletins, and published price schedules. All current and future CPPR pricing documents are deemed incorporated herein. Furthermore, Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable ten (10) days from the date of invoice. If payments are past due more than ten (10) days from the date of invoice, CPPR may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by CPPR through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice.
5. **OWNERSHIP.** Subscriber acknowledges that CPPR and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify CPPR of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that CPPR is providing data to support Subscriber's own processes and decisions, and Subscriber's customer should not be denied any service or access based solely on data or results provided by CPPR. Subscriber is responsible for any denial of services or access to its customer and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any CPPR Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any CPPR data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable.
10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from CPPR, without in any way limiting Subscriber'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:
 1. Subscriber shall not use any CPPR-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by CPPR, Subscriber shall complete any state forms that CPPR is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. CPPR (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.

11. **SUBSCRIBER USE LIMITATIONS - AMERICAN BOARD OF MEDICAL SPECIALTIES ("ABMS") DATA.** Subscriber shall not use ABMS Data, nor permit others to do so, for purposes of determining, monitoring, tracking, profiling or evaluating in any manner, the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.
12. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of CPPR's Services through any methods, including unauthorized access through or to Subscriber's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Subscriber agrees that CPPR may temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of Subscriber's use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, CPPR may immediately terminate this Agreement without notice or liability of any kind.
13. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with CPPR. Subscriber shall manage all Account ID's, and notify CPPR promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of CPPR with respect to account maintenance as same may be communicated to Subscriber from time to time.
14. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that CPPR data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to CPPR. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.
15. **CHANGES IN USE OR ACCESS.** CPPR may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in CPPR policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by CPPR of such restrictions, Subscriber agrees to comply with such restrictions.
16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: CPPR has adopted the "ChoicePoint Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and Subscriber agrees that Subscriber (including its directors, officers, employees or agents) will comply with the Principles or Subscriber's own comparable privacy principles, policies, or practices. CPPR's Privacy Principles are available at www.privacyatchoicepoint.com. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from CPPR, to protect the personal information from unauthorized access, destruction, use, modification or disclosure.
17. **AUDIT.** Subscriber understands and agrees that in order to ensure compliance with applicable law and CPPR policies, CPPR will conduct periodic audits of Subscriber activity and may contact Subscriber to provide documentation of executed searches. Also, certain Third Party vendors, such as departments of motor vehicles and credit bureaus, may audit Subscriber directly or through CPPR. CPPR will also investigate all legitimate reports of abuse or misuse of CPPR Services by Subscribers, and Subscriber agrees to cooperate fully with any and all audits and/or investigations. Violations discovered in any review by CPPR will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
18. **TERM OF CONTRACT.** This Agreement may be terminated by providing thirty (30) days written notice from either party except for Sections 4, 12, 14, 17, 19 and 20 which survive any such termination.
19. **LIABILITY/WARRANTY.** NEITHER CPPR NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CPPR'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER CPPR NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON CPPR OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT CPPR'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF CPPR AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE CPPR AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF CPPR AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST CPPR AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY CPPR HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS

CONTAINED HEREIN. CPPR AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. CPPR AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL CPPR OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

20. **INDEMNIFICATION.** Subscriber hereby agrees to protect, indemnify, defend and hold harmless CPPR and all Third Parties 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 use, access or misuse of information by Subscriber (or any third party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement. Provisions hereof related to release of claims, indemnification, use of information and Services, payment for Services and disclaimer of warranties shall survive any termination of this Agreement.
21. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of CPPR. Upon such assignment: a) CPPR shall promptly advise Subscriber of such transfer; b) the transferee corporation shall expressly agree to assume all obligations hereunder and; c) CPPR shall guarantee the performance of the transferee/affiliate's obligations hereunder.
22. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between CPPR and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as CPPR shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of Georgia.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the company listed above. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

Signature:

Printed Name:

Title:

Date:

If I have elected to be credit card billed, I hereby authorize CPPR to bill this credit card for the charges incurred for use of CPPR service. Additionally, I hereby agree that if the credit card company refuses to pay CPPR for such charges incurred, the applicant shall be responsible for the payment of such charges. ****Note, if credit card billing elected, the below signatory must be the credit card holder.**

Credit Card Billing Signature:

Printed Name: *DANNY O. CREW*

Title: *CITY MANAGER*

Date: