RESOLUTION No 2007-91-598

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 EQUIFAX INFORMATION SERVICES 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 Equifax Information Services 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 Equifax Information Services 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 Equifax Information Services, 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
SHIRLEY GIBSON, MAYOR

ATTEST:

Ronetta Taylor
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	x (Yes)	(No)
Vice Mayor Oscar Braynon, II	x (Yes)	(No)
Councilman Melvin L. Bratton	x (Yes)	(No)
Councilman Aaron Campbell	x (Yes)	(No)
Councilman André Williams	x (Yes)	(No)
Councilwoman Sharon Pritchett	(Yes)	x (No)
Councilwoman Barbara Watson	x (Yes)	(No)

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EQUIFAX

EQUIFAX INFORMATION SERVICES LLC
AGREEMENT FOR SERVICE
(On-Line Services Only)

This Agreement ("Agreement") is dated and is **effective** June 13, 2007 ("Effective Date") and is made between Equifax Information Services LLC ("Equifax") and _____ ("Client") so that Client and its affiliates listed on **Exhibit A** may acquire various information services (the "Information Services") from Equifax Equifax and Client agree as follows:

I. GENERAL AGREEMENT

1 Scope of Agreement. This Agreement consists of the general terms set forth in the body of this Agreement, **Exhibit A** ("Client Affiliates"), **Exhibit B** ("Information Services"), **Exhibit C** ("Pricing") and **Exhibit D** ("Vermont Fair Credit Reporting Certification") If there is a conflict between the general terms and conditions and any Exhibit, the provisions of the Exhibit will govern and control This Agreement applies to every kind of information, software or service provided by Equifax to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by Equifax, unless the service is furnished pursuant to a separate written agreement with Equifax, executed and effective after the effective date of this Agreement, and containing an "entire agreement" or "merger" clause This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and that relates to any of the Information Services named in **Exhibit B**, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated

2 Users. Equifax will provide its Information Services, as available, to Client and Client Affiliates during the term of this Agreement "Client Affiliates" are those entities listed in **Exhibit A**, which are and will be at all times entities, which are controlled by, or are under common control with Client "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement, and Client's signature to this Agreement will bind each Client Affiliate At Equifax's request, Client will cause any Client Affiliate to provide Equifax with written certification substantially similar to the one made by Client in Section I 3 References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate

3 FCRA Certifications. Client certifies that it will order Information Services that are consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S C 1681 et seq., as amended (the "FCRA"), only when Client intends to use the consumer report: (a) in accordance with the FCRA and all state law FCRA counterparts, and (b) for one of the following FCRA permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing credit obligation; (iv) when Client otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the account; or (v) for employment purposes Client will use each consumer report ordered from Equifax for one of the foregoing purposes and for no other purpose CLIENT IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CLIENT HAS SELECTED THE PERSONA® REPORT SERVICE ON **EXHIBIT B**

California Law Certification.

Client will refer to **Exhibit B.IV** of the Agreement in making the following certification, and Client agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act, as referenced in **Exhibit B.IV**:

(PLEASE CHECK THE APPROPRIATE LINE BELOW)

Client certifies that it ____ IS or ____ IS NOT a "retail seller", as defined in Section 1802 3 of the California Civil Code and referenced in **Exhibit B.IV** of the Agreement, and _____ DOES or _____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification:

Client certifies that it will comply with applicable provisions under Vermont law In particular, Client certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Client further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules were received from Equifax, as referenced on **Exhibit D**

4 Territory. Client may access, use and store the Information Services (for purposes of this Section 4 and Section 6 below, "Information Services" shall include without limitation all information and data provided or obtained through use of the Information Services) only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory") Client may not access, use or store the Information Services at or from, or send the Information Services to, any location outside of the Permitted Territory without first obtaining Equifax's written permission

5 Access. Client will be responsible for providing and installing all hardware and software at its facilities necessary to access the Information Services Equifax will provide reasonable consultation to Client to assist in defining those hardware and software needs

6 Service Providers. Client may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Information Services on its behalf without first obtaining Equifax's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with Equifax The territorial provisions in Section I.4 are fully applicable to Client's Service Provider; accordingly, the Service Provider may not access, use or store the Information Services on behalf of Client from or in. or send the Information Services to, any location outside of the Permitted Territory, unless Client and the Service Provider have first obtained Equifax's written permission

7. License of Information. Equifax grants a non-exclusive license to Client and each Client Affiliate to use the information provided through the Information Services only as described in this Agreement. Client and each Client Affiliate may reproduce or store the information obtained from Equifax solely for each of their respective own uses in accordance with this Agreement, and will hold all information licensed under this Agreement in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever, to each other or any others unless required by law, or unless Client first obtains Equifax's written consent; provided, however, that Client or Client Affiliate, as applicable, may discuss information in a consumer report with the subject of that consumer report when Client or Client Affiliate has taken adverse action against the subject based on the consumer report Neither Client nor Client Affiliates will provide a copy of the consumer report to the consumer, except as may be required by law or approved in writing by Equifax, except in any state where this contractual prohibition would be invalid Client will refer the consumer to Equifax whenever the consumer disputes information in a consumer report disclosed by Client Client will not interpret the failure of Equifax to return information regarding the consumer's eligibility for a credit service as a statement regarding that consumer's credit worthiness, because that failure may result from one or more factors unrelated to credit worthiness

8 Compliance with Laws. Client will comply with the provisions of the FCRA, the Federal Equal Credit Opportunity Act, as amended (the "ECOA"), all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to the consumer

9. Audits. Equifax may, from time to time, conduct various audits of Client's practices and procedures to determine Client's compliance with this Agreement Client will reasonably cooperate in all those audits. Equifax may conduct on-site audits of Client's facilities during normal business hours, and upon reasonable notice. In addition, Equifax may conduct audits by mail that may require Client to provide documentation regarding permissible purposes for particular consumer reports ordered by Client

II. REPORTING OF ACCOUNT INFORMATION

When Client agrees to provide its account information in connection with its receipt of Information Services, or when required as a condition (as specified in **Exhibit B**) of receiving a particular type of Information Service ordered by Client, Client will prepare and deliver to Equifax. each month and at Client's expense, its most current account information (the "Information"). in a mutually agreeable form and medium, on consumers that have credit accounts with Client. Without limiting the generality of the foregoing. Client will encrypt all Information as directed by Equifax, and further. with respect to the Information, Client agrees to comply with such other data security policies as Equifax may from time to time make known to Client in writing For avoidance of doubt, Client understands and agrees that its compliance with the security policies of Equifax will not relieve Client of the obligation to observe any other or further contractual, legal, or regulatory requirements. rules or terms applicable to the security of the Information. nor does Equifax assume any responsibility or liability for the security of the Information prior to the time Equifax receives it At its expense, Equifax will incorporate the Information into Equifax's computerized credit reporting system Client acknowledges and agrees that Equifax will not return any physical media if that is the method of delivery used to provide the Information to Equifax. Equifax will destroy all such physical media through the use of reasonable procedures designed to assure that it cannot be practicably read or reconstructed Information so incorporated will become the property of Equifax in order for Equifax to engage in the business of providing consumer reports and other products and services (including but not limited to list editing. list extracting and model building services for risk control, and for the purpose of Equifax's consumer relations obligations); provided. however, Equifax will comply with Title V of the Gramm-Leach-Bliley Act, 15 U S C Sec. 6801 et seq ("GLB") and the implementing regulations issued thereunder and will not use or disclose any Information that Client furnishes to Equifax on Client's consumers or customers other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations Information so incorporated will cease to be the property of Client and will become the property of Equifax Client will notify Equifax immediately upon learning that information supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional information necessary to make the Information supplied complete and accurate and will implement procedures to avoid re-reporting information that is inaccurate. Client may be liable under state or federal law if Information furnished is false or furnished with malice or willful intent to injure the consumer or with conscious indifference to potential inaccuracies

III. PRICING

Client will pay Equifax for the Information Services pursuant to the terms of the body of this Agreement and **Exhibits B and C** If not specifically stated in **Exhibit C**, the price for a service will be Equifax's standard price for that service in Equifax owned territory and the Equifax System Affiliate's standard price for that service in System Affiliate owned territory The prices in **Exhibit C** are effective for the term stated in **Exhibit C**, and are (a) not renewable unless otherwise provided in **Exhibit C**, (b) subject to modification by Equifax on the one year anniversary of this Agreement and subsequently at intervals of no less than one year, upon thirty (30) days prior written notice of any price changes, (c) will expire on the date stated in **Exhibit C** or on the date the Agreement terminates if that occurs prior to the expiration date in **Exhibit C**, and (d) exclusive of any regulatory recovery fees or surcharges established by Equifax from time

to time to recover its costs of compliance with various laws and regulations Unless otherwise specified. Client will pay for all Information Services, including the fees described in (d) of the preceding sentence invoiced to Client, no later than twenty (20) days from the date of Equifax's invoice Interest will accrue daily on all amounts not timely paid at the rate of 1 5% per month The prices/fees are also exclusive of any excise, use or similar taxes It is Client's sole responsibility to pay those taxes; and Equifax may separately invoice them

IV. TERM AND TERMINATION

1 This Agreement will remain in full force and effect for one year from the Effective Date. Thereafter, it shall automatically renew for additional one-year periods unless a written notice of intent not to renew is provided by one party to the other party at least thirty (30) days prior to the end of the then current one-year term.

2 This Agreement will terminate during any current term (a) upon written agreement of the parties; (b) in the event that Equifax or Client ceases to conduct business in a normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code of 1978, as amended, or any similar state insolvency or bankruptcy statutes, and either party gives the other written termination notice following that event; or (c) as otherwise provided in this Agreement

In addition, if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement after providing written notice of the breach to the breaching party with thirty (30) days opportunity to cure. Equifax may, in its own discretion, suspend services during any cure period. Either party, by written notice to the other party, may immediately terminate this Agreement or suspend any Information Service(s) if based on a reasonable belief that the other party has violated the FCRA, the ECOA, any of the state law counterparts to the FCRA or ECOA, or any other applicable law or regulation.

3 Notwithstanding anything to the contrary in this Agreement, if the continued provision of all or any portion of the Information Services becomes impossible, impractical, or undesirable due to a change in applicable federal, state or local laws or regulations, as determined by Equifax in its reasonable judgment, Equifax may either (a) cease to provide the affected services within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which will apply to the affected services when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Equifax in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Client objects in writing, in which case Equifax may exercise its rights under clause (a) above. Equifax will attempt to provide written notice of its actions as far in advance of the effective date as is reasonably possible under the circumstances.

4 The obligations of Sections V. VI and all other indemnification, defense and hold harmless obligations will survive the termination of this Agreement

V. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

1 Client and Equifax recognize that every business decision represents an assumption of risk and that neither party, in furnishing Information or the Information Services to the other, underwrites or assumes the other's risk in any manner EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY AMENDMENT. NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES PROVIDED TO THE OTHER. NEITHER PARTY, NOR ANY OF ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES OR AFFILIATED CREDIT BUREAUS ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, IN PROCURING, ANY INFORMATION OR IN PROVIDING THE INFORMATION SERVICES OR ANY INFORMATION Client recognizes that accessing the consumer credit database with additional information or different identification information on a consumer, or at a different time from a prior request for information, may result in file content different from that on the date of the original access. CLIENT WILL INDEMNIFY AND HOLD HARMLESS EQUIFAX AND ITS AFFILIATED PERSONS AND ENTITIES FROM AND AGAINST ANY DIRECT AND ACTUAL LOSS, COST, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM CLIENT'S BREACH OF SECTIONS I 3, I.7, I 8, VII OR **EXHIBIT B** OF THIS AGREEMENT

2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING ANY AND ALL FUTURE AMENDMENTS, NEITHER PARTY, NOR ANY OF ITS AFFILIATED PERSONS AND ENTITIES, WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS.

VI. CONFIDENTIALITY

Client agrees to hold in confidence all consumer report information received through the Information Services provided by Equifax, except as provided in Section I.7. Each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this Agreement, including the terms of this Agreement and the pricing terms contained in **Exhibit C**, consist of confidential and proprietary data Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request Thereafter the disclosing party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement

Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information Each party will indemnify, defend and hold harmless the other from and against any direct and actual loss, cost, liability and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this Section VI The rights and obligations of this Section VI (i) with respect to confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), which includes without limitation all consumer report information received through the Information Services, will survive the termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) with respect to all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law

VII. DATA SECURITY

This Section VII applies to any means through which Client orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Client will not order or access the Information Services via the Internet without first obtaining Equifax's written permission

For the purposes of this Section VII, the term "Authorized User" means a Client employee that Client has authorized to order or access the Information Services and who is trained on Client's obligations under this Agreement with respect to the ordering and use of the Information Services, and the information provided through same, including Client's FCRA and other obligations with respect to the access and use of consumer reports

Client will: (a) ensure that only Authorized Users can order or have access to the Information Services, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by this Agreement, (c) ensure that all devices used by Client to order or access the Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering of or access to the Information Services by any person other than an Authorized User for permissible purposes Those measures will include, without limitation, limiting the knowledge of the Client security codes, any telephone access number(s) Equifax provides, and any passwords Client may use, to those individuals with a need to know, changing Client's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Information Services, or if Client suspects an unauthorized person has learned the password, and using all security features in the software and hardware Client uses to order or access the Information Services Client will monitor compliance with the obligations of this Section VII, and will immediately notify Equifax if Client suspects or knows of any unauthorized access or attempt to access the Information Services Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity Client will not ship hardware or software between Client's locations or to third parties without deleting all Equifax Client number(s), security codes, telephone access number(s) and Client user passwords If Client uses a third party vendor to establish access to the Information Services, Client is responsible for the third party vendor's use of Client's member numbers, security access codes, or passwords, and Client will ensure the third party vendor safeguards Client's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Client under this Section VII Client will inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment Client will use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Client's activities (e g the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records If Equifax reasonably believes that Client has violated this Section VII, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Client and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Client's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary, including an on-site inspection, to evaluate Client's compliance with the data security requirements of this Section VII

VIII. MISCELLANEOUS

1 Assignment. Equifax may assign this Agreement or any rights or obligations under this Agreement to an entity that is controlled by, controls or is under common control with Equifax Otherwise, neither this Agreement, nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld Any merger, consolidation, or other reorganization of Client, the sale of all or substantially all of the assets of Client, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of Client by any person, or group of persons acting in concert, shall constitute an assignment for the purposes of this section Any attempt that is contrary to the terms of this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void

2. Consent to Breach Not Waived Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement

3 Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: General Counsel, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Client at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested Notice to Client will be sufficient notice to all Client Affiliates.

4 Force Majeure. Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Client and of Equifax, or as otherwise expressly provided in this Agreement This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation

6 Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable

7 Applicable Law This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law

8. Independent Contractor Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party

9. Subcontractors Equifax may subcontract any of the work, services, or other performance required of Equifax under this contract without the consent of Client. Equifax will be responsible for all work performed by its subcontractors and agents as if it were performing the work itself

10. Headings The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

11 Authority Equifax's delivery of the services Client orders under this Agreement indicates Equifax's acceptance of the Agreement. The person signing below represents and warrants that he or she has the necessary authority to bind the principal (s) set forth below.

IMPORTANT: You must respond to the California Certification box on page one, or access to Equifax Information Services may be delayed.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

CLIENT: City of Miami Gardens

ADDRESS: 15151 NW 167th Street 5-200
Miami Gardens, FL 33169

Signed by: _____

Printed Name Dr. Danny Crew

Title: City Manager

Date: _____

EXHIBIT A
CLIENT AFFILIATES

NOTE: Each Client Affiliate must be listed below in order to receive services under this Agreement. New Affiliates may be added with written notice to Equifax. All Affiliates listed must currently and at all times during the term of this Agreement be controlled by or under common control with Client, as defined in Section I.2 of the Agreement.

Client Affiliate Name	Address, City, State, Zip
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EXHIBIT B

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, Additional Terms and Conditions that apply to those Information Services and other Special Terms and Conditions that may affect the provision of Information Services to Client. **Client's authorized representative must place his or her initials in the appropriate blanks below to indicate which Information Services will be ordered by Client and Client Affiliates** Client and Client Affiliates agree to abide by the Additional Terms and Conditions and Special Terms and Conditions that apply to those Information Services

EQUIFAX INFORMATION SERVICES

NOTE: **Please initial the Information Service(s) to be provided on the effective date of this Agreement. Additional services may be requested with written notice to Equifax.**

B.I STANDARD INFORMATION SERVICES

_____ ACROFILE® and ACROFILE Plus®
_____ ACRO Select℠
_____ Address Variance Indicator℠
_____ ARDT℠
_____ Auto-DTEC®
_____ Consumer Telephone Service
_____ Credit Hi-Lite
_____ Edited Credit*Hi-Lite™
_____ DL Advantage®
_____ Equifax Decision Power®
_____ Equifax Decision Power® Express
_____ EXCHANGE 2000
_____ FINDERS®
_____ FIRSTFINDERS™
_____ Fraud Advisor℠ _____
_____ Full DTEC™
_____ Full ID REPORT℠
_____ ID Advisor℠ _____
_____ MarketPrompt
_____ Mortgage Business Credit Report℠
_____ MultiVision® Platform
_____ MultiVision® for Windows
_____ OFAC Alert™
_____ On-Line Directory℠
_____ On-Line Geo-Code℠
_____ PERSONA® and PERSONA PLUS®
_____ POSITIVE ID®
_____ RE-APPEAR℠
_____ Recovery Report
_____ Residential Mortgage Credit Report
_____ SAFESCAN®

B.II CREDIT SCORE INFORMATION SERVICES

_____ Bankruptcy Navigator® Index '99
_____ Bankruptcy Navigator® Index 3 0
_____ BEACON®
_____ Brokerage Risk Indicator℠
_____ Enhanced Delinquency Alert System℠ ("EDAS")
_____ Equifax CARcredit 99 Score℠
_____ Equifax Risk Score℠
_____ VantageScore℠

Optional Credit Score Information Services

_____ Pinnacle℠

B.III ANCILLARY SERVICES

_____ Trans-Border Information/North American Link
_____ Phone Number Append

B.IV SPECIAL TERMS AND CONDITIONS

California Retail Seller
Compliance Fair Isaac Conditions

B.I. EQUIFAX STANDARD INFORMATION SERVICES INFORMATION

Following are descriptions of core services provided by Equifax and additional terms and conditions applicable to those specific Information Services

(1) ACROFILE and ACROFILE Plus - are the core consumer reports from the Equifax consumer credit database, consisting of identification information. credit file inquiries, public record information and credit account trade lines of the subject of the report Client may access these credit reports on an individual basis or through Joint File Access, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

(2) ACRO Select – provides a summary output of the ACROFILE or ACROFILE Plus consumer report when no adverse elements are present in the credit file, and a full consumer report when adverse elements are present

(3) Address Variance Indicator – is an ancillary service to ACROFILE, ACROFILE Plus and FINDERS that provides an indicator to alert Clients of the variations between inquiry address(es) and the address(es) appearing on the credit file

(4) ARDT – is a service that provides consumer report information consisting of creditors' and inquirers' names, addresses and current phone numbers

(5) Auto-DTEC – is a service that automatically uses the Social Security number from an original ACROFILE, ACROFILE Plus, ACRO Select or FINDERS inquiry to generate another search using a DTEC transaction to return a name, address and Social Security number whenever the credit file inquiry returns a "No Record Found" message

(6) Consumer Telephone Number Service – is an optional feature which allows published consumer telephone numbers to be displayed on the consumer report.

(7) Credit*Hi-Lite - is a merged in-file consumer report that enables Client to separate low risk from higher risk applicants at the start of the mortgage loan decision-making process with information merged from one or more credit repositories Optional risk management tools using Equifax risk-scoring models (i e. BEACON$^{SM)}$ and fraud prevention services (i e. SAFESCAN®) are available with this service

(7 1) Edited Credit*Hi-Lite – is a service that allows one or more of the items from the Credit*Hi-Lite report or from the mortgage application to be updated or added to the merged in-file

(8) Decision Power Service - is a consumer reporting service that enables the credit grantor to select and evaluate elements from the Equifax consumer credit database for use in risk assessment and cross-selling opportunities

Criteria Application Audits. Prior to the Client implementation, Equifax will install the Client application into the user acceptance testing region and conduct testing of Client's application specific to Client's specifications. That testing will be conducted using Equifax's standard Quality Assurance procedures During this time, the application will be available for Client's review and approval, subject to its own user acceptance testing procedures After, Client approval is received, the Client's application will be implemented into production

(8 1) Decision Power - is a service that includes various credit-related information services provided by Equifax to Client by Voice Response Unit, Direct Access Terminal, System-to-System, or the Internet.

General Terms Upon mutual agreement of Client and Equifax, Equifax may access information from sources other than Equifax or its Affiliates. Equifax will have no liability in any regard for any other source's information, or for any part of the Service that is based on that information Client will obtain direct service agreements with other information sources entitling Client to receive and use their information as part of the Service, and specifying the prices Client will pay those sources for their information Equifax will bill Client monthly for the Service in accordance with the rates set forth in Exhibit "C" and Client will pay to Equifax an amount equal to either the aggregate transaction costs or the monthly minimum, which ever is greater

Set-up Charge. Promptly after execution of this Agreement, Equifax will bill Client for a non-refundable set-up charge as set forth on Exhibit "C" for programming of Client's initial decision criteria and for any other custom development. Equifax will program additional sets of decision criteria or make programming changes to existing Decision Power applications upon Client's request at a cost to be determined by the parties prior to programming The re-programming fees will be based upon Client's business requirements

Application Audits for Changes. During the calendar year, Client may make programming changes to the application as set forth above Upon mutual agreement, Equifax will conduct additional review, and provide to Client for its review and approval. the ability to perform additional testing following changes made to the application, as appropriate based on the complexity of the change.

Use of Anonymous Batch Reports. Equifax may provide Client in anonymous form (i e no consumer identifying information) reports containing certain mutually agreed upon data attributes pertaining to those consumers that did not meet Client's prescreen program criteria Client may use that information solely for the purposes of (i) audit and (ii) analyzing Client's prescreen program, and will not directly or through a third party make any effort to match such information to the corresponding consumer

(8 2) Decision Power Express – is a service that will include various credit-related information services and products provided by Equifax to Client by Direct Access Terminal or Internet delivery

General Terms. Client will also be subject to a monthly minimum charge for transactions, to be billed not less than 45 days from the start date and as set forth in Exhibit "C" This is not a fee to be imposed in addition to Client's monthly billing, rather, if in any month, Client's monthly bill is less than the stated minimum, Client will pay Equifax an amount which represents the difference between Client's actual billing and the stated minimum

Changes. Equifax will make non-programming changes to the existing Decision Power applications upon Client's request. Equifax will charge Client $150 for additional application changes made based upon such a request. Equifax may, from time to time, issue new releases of the Decision Power Express application. Capabilities introduced in new releases will be made available to existing Clients. Changes will be treated as described above. Equifax shall provide reasonable assistance to help Client implement the new capabilities.

Application Audits for Changes. During the calendar year, Client may make non-programming changes to the application as set forth above. Upon mutual agreement, Equifax will conduct additional review, and provide to Client for its review and approval, the ability to perform additional testing following changes made to the application, as appropriate based on the complexity of the change

(9) DL Advantage ("Drivers License Advantage") - is an identification verification service that uses an applicant's driver's license number to search the Equifax nationwide database, and is used in conjunction with the POSITIVE ID℠ service to improve Client's ID verification rate. Client will not use this service to determine eligibility for credit, insurance, employment or for any other purpose that permits a consumer report to be ordered

(10) Full DTEC - is a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Client certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Agreement

(11) EXCHANGE 2000 – is an automated database-matching service, available to subscribing telecommunications, energy and utility companies throughout North America, that compares new-applicant information with delinquent account data contributed by the member companies that is filed and stored on the EXCHANGE System. The Service assists in identifying potential financial risks and locating consumers who have delinquent accounts

(A) Reporting of Information. Client agrees to furnish, at least monthly, in a format approved by Equifax, information regarding Client's accounts, including, at a minimum: current listings of customer service applications, unpaid closed accounts of $25 or more, and updates to unpaid closed accounts reflecting their current status. The current listings will cover the period from the cut-off date of the previously submitted magnetic tape through the present cut-off date.

(B) Client Information. All information filed, stored and processed through the EXCHANGE System is treated as confidential and is provided unique identification codes, which identifies Client and prevents unauthorized access and retrieval. Client's information is fully separable from other Equifax Client information and is considered proprietary in nature.

(C) Client Certification. Client understands that EXCHANGE reports are consumer reports and may only be ordered pursuant to Section 1.3 of the Agreement

(12) FINDERS - is a locate service that searches the Equifax consumer credit database and provides a consumer report, consisting of consumer identification information, including employment information, a list of trades with activity within the past 24 months and the date of the last activity, the names and dates of inquiries within the past 12 months, the phone numbers of the trades and inquiries listed, a bankruptcy alert indicator and optional SAFESCAN® warnings. Client will use Finders Reports only for the collection of a credit account with the consumer subject of the Finders Report, and will not use them for the extension of credit.

(13) FirstFINDER - Equifax manages a database of consumer names and addresses ("Equifax Database"). In exchange for the Fees, set forth in Exhibit C, Equifax grants Client a limited license for Client's responsible personnel to use FirstFINDER as available. Client shall implement appropriate procedures and safeguards to prevent the unauthorized use or release of FirstFINDER and shall issue appropriate instructions to all of its employees having access to FirstFINDER™ concerning the restrictions contained herein. Client may not use FirstFINDER™ to compile customer lists or design marketing techniques. Client may not use First Finder/First Finder Deluxe on behalf of or in connection with Telecommunications or Utility companies, without Equifax's prior written consent. The parties acknowledge that at the scope and availability of the data may be affected by regulatory actions and the terms of Equifax's agreements with third party sources

(14) Fraud Advisor – Fraud Advisor is an index that ranks the fraud risk of a population into one of several categories.

(15) Full ID REPORT – is a consumer report consisting of name, AKAs, current and former addresses, employment information, age or date of birth, and Social Security number (only if input by Client)

(16) ID Advisor – ID Advisor is a tool that helps verify a consumer's identity by comparing the consumer provided information against independent data sources.

Usage Limitations - **Fraud Advisor And ID Advisor** - Client will not use any alert messages generated by the Service (s) as a part of the eligibility determination for granting credit, insurance or employment. Client acknowledges that any such alert message is merely an indication that the application information should be further verified prior to a business decision. Client may only use the data from the Service(s) for the specific transaction for which the alert message is

provided The Service(s) is/are proprietary and Client may not use the Service(s) as a component of any database or file built or maintained by Client. Client understands that the information supplied by the Service may or may not apply to the consumer who has made the application to Client for credit, insurance or employment

(17) MarketPrompt – is an on-line cross-sell tool for the telecommunications, energy and cable industries, offered as an enhancement to Positive ID[SM] which provides custom or national consumer marketing profile information at the point of sale Client will not use this service for determination of credit eligibility

(18) Mortgage Business Credit Report is a manually produced consumer report provided to speed the mortgage loan granting process by delivering information on self-employed borrowers that may apply for mortgage loans covering business history, financial background, number of employees, length of time in business, credit history and public record information The report verifies trade references reporting credit limits, current balances, terms and payment histories

(19) MultiVision Platform – is a mid-range platform available to telecommunications and utilities clients that allows access to multiple external databases for standard and customized based information solutions There is a monthly minimum charge for this service

(20) MultiVision for Windows - is a windows-based software program developed by Equifax, providing on-line access to multiple external databases for standard and customized information based solutions MultiVision provides multiple connectivity capabilities to Equifax services MultiVision was developed by Equifax Telecommunications and Utilities Solutions specifically targeting small- to medium-sized communications, utilities and energy providers, but has been expanded for applications for other industries

(A) Grant of Right. Equifax grants to Client a non-exclusive, non-transferable, non-assignable limited right to use copies of a certain software system and related documentation known as **MultiVision**[SM] (which term includes all present and future modifications, enhancements, versions and releases of that software system, which may be provided via PC or Network Server) (the "System"), under the terms of this Agreement Client's rights under this Agreement are those of a licensed user only The System will at all times remain the property of Equifax Equifax may, at its option, enhance the System's functionality, utility or efficiency by producing new versions of the System during the term of this Agreement

(B) Deliverables. Equifax will deliver to Client one (1) copy of the System software and one (1) copy of the user documentation for each licensed workstation Equifax reserves the right to charge Client in accordance with the fees established in Exhibit "C" for any on-site installation or training which may be requested by Client

(C) Use Restrictions and Confidentiality. Client will use the System solely for the purpose of risk assessment and identification of Client's applicants for service Client will hold all software programs and documentation received from Equifax in trust as proprietary or confidential materials No copying or use of the System is permitted except as expressly set forth in this agreement Client may not sell, publish, disclose, display, sub-license, reverse-engineer, reverse compile, or otherwise make available, in whole or in part, the System, or any modifications, enhancements of, or derivative products from the System, or allow any third party to take any of the foregoing actions If Equifax reasonably determines that Client is attempting to make use of, license, or convey any part of the System in a manner contrary to the terms of this Agreement, Equifax will have, in addition to any other remedies available to it, the right to equitable relief enjoining such action, without the necessity of posting a bond or other security or proving the inadequacy of monetary damages

(D) Return of Software. Upon termination of this Agreement for any reason, Client will return to Equifax all original programs, documentation and similar materials provided by Equifax Client will also furnish, upon request, a written statement certifying that through Client's best efforts, and to the best of Client's knowledge, the original and all copies of these materials, including derivatives thereof, have been returned to Equifax or have been destroyed

(21) OFAC Alert - is an information service Equifax provides on behalf of Compliance Data Center, Inc , an Equifax affiliate OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA Accordingly, Client will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U S government-maintained lists of persons subject to economic sanctions, and Client should contact the appropriate government agency for confirmation and instructions The OFAC Alert indicator may or may not pertain to the individual referenced in your inquiry Refer to the OFAC Customer Guide for further information

(22) On-line Directory - is an ancillary service to ACROFILE, ACROFILE Plus, and PERSONA that automatically provides creditors' and inquirers' names and current phone numbers on the consumer report

(23) On-Line GEO-CODE – is an ancillary service to ACROFILE, ACROFILE Plus and ACRO Select that provides geographic address information for use by financial institutions in federal audits

(24) PERSONA and PERSONA PLUS - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information

(A) FCRA Certification. Client will notify Equifax whenever a consumer report will be used for employment purposes. Client certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Client may obtain a consumer report for employment purposes, and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the FTC.

(25) POSITIVE ID - is a service designed to verify an applicant's identity at the application stage using the Social Security number provided by Client to search the Equifax consumer credit database and other requested on-line databases. The service returns, in a single, concise consumer report, a message indicating "match", "no match" or "no record found", along with full name, current and former addresses, age and employer when available, and other names and addresses associated with the applicant's Social Security number. The service offers optional fraud protection features using SAFESCAN, and optional follow-up searches via the DTEC or DL Advantage services. Optional scoring models are also available with this service.

(26) RE-APPEAR - is an automated location monitoring service providing new address or new inquiry information within 24 hours for use by collectors pursuing "skipped" consumers. From time to time Client will provide information to Equifax, in a format acceptable to Equifax, to be used by Equifax to monitor certain accounts. Client will only request this service in connection with (1) the review or collection of a credit account with Client, or (2) the collection of an account on behalf of a customer of Client where Client is the collection agent for that customer's account. Client will take all necessary actions to cease receiving the service on an individual when Client no longer satisfies the requirements for ordering the service on that individual.

(27) Recovery Report - is a truncated credit report for collections with the most recent eighteen (18) month window of tradeline history and no payment history for those trades. Recovery Report is not a full credit report. Client will use Recovery Report only for the collection of a credit account with the consumer subject of the Recovery Report, and will not use Recovery Report for the extension of credit.

(28) Residential Mortgage Credit Report - is a full investigative consumer report that contains information from at least two national credit repositories, the consumer's loan application and results from personal interviews with manually verified name, address and employment history, when available, plus public record, tradeline and inquiry information, and may include a risk-scoring model for use as a tool in projecting future delinquencies and bankruptcies.

(29) SAFESCAN - is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. If Client orders the SAFESCAN service, then Client will furnish to Equifax for inclusion in Equifax's SAFESCAN System any data that Client knows, or suspects, to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Client will not use an alert or warning message from the SAFESCAN System in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer who has applied to Client for credit.

B.II CREDIT SCORE INFORMATION SERVICES

Equifax may provide various scoring services ("Credit Score Information Services") to Client under this Agreement, in conjunction with various "Standard" Information Services or the Prescreen or Account Review Services Client will abide by the additional terms and conditions relating to the Credit Score Information Services

Description of Credit Score Information Services

(1) Bankruptcy Navigator Index 99 – is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database and other economic forecast data Client certifies that it will order this Service only when Client intends to use the information for either of the permissible purposes set forth in Section I 3(b)(i), (ii), (iv) or (v) Client will not order the Service for employment purposes

(2) Bankruptcy Navigator Index 3.0 - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database The scores returned by the Bankruptcy Navigator Index 3 0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity Subscriber certifies that it will order this Service only when Subscriber intends to use the information for the permissible purposes set forth in Section 604(a) of the Fair Credit Reporting Act Subscriber will not order the Service for employment purposes

(3) BEACON - is a credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement for Beacon. and for collection of all fees for the service

(4) Brokerage Risk Indicator - is a highly refined credit scoring analytical tool developed specifically for the brokerage industry that uses advanced, statistical profiling techniques to identify high risk clients and prospects earlier in the process, and predicts the likelihood of loss on an account over a twelve-month period

(5) Enhanced Delinquency Alert System ("EDAS") - is a point scoring model that measures the likelihood of serious delinquency and bankruptcy over a 12-month period

(6) Equifax CARcredit 99 Score - is a credit scoring service for the automobile financing and leasing industries that rank-orders credit files on new or established auto trades based on the likelihood of serious delinquency, charge-off, or bankruptcy over a 24-month period

(7) Equifax Risk Score - is a credit scoring service that ranks consumers in the Equifax consumer credit database relative to other consumers in the Equifax consumer credit database and segments accounts based on the likelihood of those consumers paying their accounts as agreed and predicts the probability of serious delinquency, charge-off. and bankruptcy over a 24- month period

(8) Pinnacle – is a credit scoring algorithm developed by Fair, Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database

(9) VantageScore - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus. The following additional terms and conditions apply to Client's receipt and use of VantageScore:

End User Terms for VantageScore – Client will request VantageScores only for Client's exclusive use Client may store VantageScores solely for Client's own use in furtherance of Client's original purpose for obtaining the VantageScores Client shall not use the VantageScores for model development or model calibration and shall not reverse engineer the VantageScore All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore; or (iv) as required by law

Terms and Conditions for Credit Score Information Services Other Than BEACON and Pinnacle

1 Disclosure of Scores. Client will hold all information received from Equifax in connection with any Credit Score Information Services received from Equifax under this Agreement in strict confidence and will not disclose that information ("Scores") to the consumer or to others except as required by law Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer Client must describe the principal factors in a manner which complies with Regulation B of the ECOA

2 ECOA Statements. Equifax reasonably believes that, subject to validation by Client on its own records, (1) the scoring algorithms used in the computation of the Scores are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound

methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Credit Score Information Services were designed particularly (as stated in Exhibit B for each particular Credit Score Information Service), and each is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B. with the understanding that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; and (2) the scoring algorithms comprising the Credit Score Information Services, except as permitted. do not use a "prohibited basis," as such phrase is defined in Regulation B. Client must validate the Credit Score Information Services on its own records Client will be responsible for meeting its requirements under the ECOA and Regulation B

3. Release. Equifax does not guarantee the predictive value of the Scores with respect to any individual, and does not intend to characterize any individual as to credit capability. Neither Equifax nor its directors, officers, employees, agents. subsidiary and affiliated companies, or any third-party contractors, licensors or suppliers of Equifax will be liable to Client for any damages, losses, costs or expenses incurred by Client resulting from any failure of a Score to accurately predict the credit worthiness of Client's applicants or customers. In the event the Credit Score Information Services were not correctly applied by Equifax to any credit file, Equifax's sole responsibility will be to reprocess the credit file through the Credit Score Information Services at no additional charge

4. Audit of Models Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance

Additional Terms and Conditions Applicable to Fair, Isaac Scores. The following additional terms and conditions apply to any Scores jointly provided by Equifax and Fair, Isaac & Co ("Fair, Isaac").

(a) Agent Equifax is the authorized agent of Fair, Isaac for purposes of executing this Agreement as it pertains to the Scores and for collection of all fees and charges arising thereunder with respect to the Scores

(b) Confidentiality. Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Scores to the consumer except as required by law. Client may provide the principal factors contributing to the Scores to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Client acknowledges that the Scores and factors are proprietary and that, except for (a) disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Scores were delivered or (b) as required by law, Client will not provide the Scores to any other party without Equifax's and Fair, Isaac's prior written consent

(c) Limited Liability The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action

(d) Adverse Action Client shall not use Scores as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Scores.

B. III. ANCILLARY SERVICES

1. **Trans-border Information.** Client may from time to time request Information Services on consumers having credit histories accumulated outside of the United States If that information is available under the terms of this Agreement, Equifax may facilitate Client's access of that information through an Equifax affiliated company, or an affiliated joint venture or partnership (the "International Supplier") Client's receipt and use of that information will be subject to all the terms of this Agreement (excluding Section I.3 and Section II) and this Agreement will be deemed to be a separate agreement between Client and the applicable International Supplier directly, with Equifax having entered into that agreement with Client on behalf of the International Supplier Client further recognizes that Equifax will merely facilitate access to the information, and Equifax will not be responsible for the information or services received by Client from the International Supplier or for any damages, whether direct, consequential, incidental, indirect, exemplary or special, arising from that information or those services In addition, Client acknowledges that the receipt and use of that information may be governed by various laws and regulations of the country, state or province in which the consumer resides or from which the information originates, and Client will comply with those applicable laws and regulations regarding Client's receipt and use of the information. Client certifies that either (i) Client will not request Information Services regarding residents of Canada, or (ii) Client has received and read the attached Provincial Legislative Overview for International Customers of Equifax's "North American Link" generally describing some additional requirements of various Canadian provinces regarding the request and use of credit reporting information on residents of those provinces; Client understands and agrees that the Provincial Legislative Overview is provided as a courtesy, does not constitute legal advice and, by its nature, is only a summary of some pertinent requirements imposed by applicable provincial laws; and Client accepts full responsibility for obtaining competent, independent legal advice regarding all applicable provincial laws

2 **Phone Number Append** - is an optional service that enriches the Consumer file by appending consumer phone numbers to promotion and account review lists This service is only available when ordered as a supplement to existing CMS Services.

Do Not Call States: Client acknowledges that Client is solely responsible for compliance with "Do Not Call" legislation.

B IV. SPECIAL TERMS AND CONDITIONS

California Retail Seller Compliance Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1. 1998, will impact the provision of consumer reports to Client under the following circumstances: (a) if Client is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Client is inquiring is applying (b) in person and (c) for credit Under the foregoing circumstances, Equifax. before delivering a consumer report to Client, must match at least three items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Client in connection with the in-person credit transaction Compliance with this law further includes Client's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames

If Client designated in Section 3 of the Agreement that it is a "retail seller", Client certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person If Client is not currently, but subsequently becomes a "retail seller", Client agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

Client certifies that, as a "retail seller", it will either (a) acquire a new customer number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new customer number will require that Client supply at least three items of identifying information from the applicant; or (b) contact Client's Equifax sales representative to ensure that Client's existing number is properly coded for these transactions

EXHIBIT C
PRICING AGREEMENT

This Pricing Agreement ("Exhibit C") is entered into between Equifax Information Services LLC and Client All capitalized terms used but not defined in this Pricing Agreement and the attached schedules are defined as in the Agreement Client agrees to abide by the additional terms and conditions of this Exhibit and any attached schedules

A. _____ **Standard Pricing:** Equifax standard pricing shall apply to services using Equifax owned files

_____ **All** services ordered by Client pursuant to this Agreement.

_____ The following Services: _____

B. _____ **Non-Standard Pricing:** The term of this Pricing Agreement will begin on _____ and will expire on the earlier to occur of _____ or on the date the Agreement is terminated pursuant to Section IV thereof

NOTE 1: Unless stated otherwise in this Agreement, the pricing quoted does not include the price(s) for the services using file information owned by an Equifax System Affiliate Each Equifax System Affiliate sets its own prices and therefore pricing may vary if the file information used in a service comes from a file owned by an Equifax System Affiliate

NOTE 2: Unless the parties have mutually agreed otherwise in writing, upon the date of the expiration of the term of this Pricing Agreement, Equifax will charge and client will pay for the Services at Equifax's standard published rates then in effect

(Pricing by service(s) is/are listed below or listed in attached document)

Persona (employment report): $3 60 (Note: A FACT Act Regulatory Fee of $0 11 will be applied to the above cost) (Note: For all reports with a State of CO current or former address, a CO Surcharge of $0.74 will be applied)
Monthly Minimum Fee: $0.00
Annual Fee: $0.00
Set-Up Fee: $0.00
ePort Access Fee: $0.00

ATTACHMENT

PROVINCIAL LEGISLATIVE OVERVIEW

Canada does not have a federal statute regulating credit reporting Instead. credit reporting regulation is provided under provincial law in the provinces of **British Columbia, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, Prince Edward Island** and **Newfoundland**. Not all the laws are the same, particularly regarding the rules about purging obsolete information Additionally. some of the provincial laws require notification to the consumer when a credit report is requested (see below), but all do require post-notification regarding adverse action And, since Canada has no similar law to the Equal Credit Opportunity Act, Canadian reports differ from U S reports in that no ECOA designation is listed

All of the above named provinces, with the exception of Saskatchewan, require some form of notification to consumers that a credit report will be or has been accessed on them Although you will want to independently review all relevant statutes, some brief synopses of the provincial credit reporting laws follows

British Columbia

No person shall obtain from a reporting agency a report...(a) without the express written consent of the consumer. or (b) unless he/she promptly notifies the consumer in writing that a consumer report will be obtained (The consent may be contained in an application for credit, insurance. employment or tenancy. if it is clearly set forth in type not less than 10 point in size. above the signature of the consumer)

Saskatchewan

No pre-notification requirement, but does require post-notification

Manitoba

No person shall conduct. or cause to be conducted, a personal investigation (a) without the express written consent of the subject, or (b) unless the subject is given written notice by the user, within ten days of the granting or denial of the benefit for which the subject has applied, that a personal investigation was conducted

This consent may be contained in an application for credit, insurance, employment or tenancy if clearly set forth in type not less than 10 point size above the subject's signature. and the consent shall be deemed to be continuing during the term of any agreement for credit, insurance. employment or tenancy; but. if the user refuses any application for increase of any benefits under any such agreement the user shall give notice of any partial or complete denial of such application as required under law

Ontario

Where a person proposes to extend credit to a consumer. and a consumer report containing credit information only is being or may be referred to in connection with the transaction. he/she shall give notice of the fact to the consumer in writing at the time of the application for credit; or. if the application is made orally at the time of the credit application

Quebec

Since January 1, 1994. the Act Respecting the Protection of Personal Information in the Private Sector imposes various obligations upon companies which conduct business in Quebec with regard to collecting. using and communicating personal information. including credit information Moreover, this Act prohibits any company from sending credit information held in Quebec about persons residing in Quebec to third persons without consent from the persons concerned or in circumstances set forth in the Act Therefore. before obtaining any credit information from the North American Link concerning a person residing in Quebec. the member must obtain the specific consent of the consumer or be able to prove that one of the exceptions set forth in the Act applies (Sections 18 and 23) The member must also use this information only for the specific purpose consented to by the consumer or as otherwise authorized by the Act

Nova Scotia

No person shall procure or cause to be prepared a consumer report (a) without the express written consent of the consumer. or (b) unless he/she notifies the consumer in writing that a consumer report has been or will be requested, and advises him/her not later than ten days after the report has been requested of the consumer reporting agency's name and address

This notice and consent may be contained in an application for credit, insurance. employment or tenancy if clearly set forth in type not less than 10 point in size above the signature of the consumer

Prince Edward Island

No person shall procure from the consumer reporting agency. or cause it to prepare. a consumer report . unless he/she notifies the consumer of that fact before the report is requested, or he/she has already obtained the consumer's consent

Newfoundland

Requires notification for reports containing "personal" information (investigative consumer reports). **which would not include credit reports** However. the Act provides that, where the credit risk of a consumer is being assessed by any person, that person shall, upon request of the consumer, inform the consumer if a credit report has been obtained and of the name of the consumer reporting agency supplying the report

Please be aware that this information is provided for information purposes only and is not intended to be, nor should it be used or construed as, legal advice.

EXHIBIT D

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, _____ ("Client"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V S A § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U S C 1681 et Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Client's continued use of Equifax information services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with applicable provisions under Vermont law In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules Client further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from Equifax

Client: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date. _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name. _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless.

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section

(c) Nothing in this section shall be construed to affect.

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V S.A §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction

(b) Consumer consent required pursuant to 9 V S A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent