



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	4,000	10,000	10,000	10,000	10,000
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<u>4,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account Exp No: Fund 5011 Department 700 Unit 7242 Object 3401  
Rev No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Risk Management Fund - 5011

Departmental Fiscal Review: Jessica Kolb

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 7/23/12  
OFMB  
7/26/12  
7/20/12

[Signature] 7/26/12  
Contract Administration  
7-26-12 B. W. H. C.

**B. Legal Sufficiency:**

[Signature] 7/30/12  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**SUBSCRIPTION AGREEMENT**

BETWEEN

**FLORIDA MVR SERVICES, INC.**

and the company named below (CUSTOMER):

Customer Name: Palm Beach County Board Of County Commissioners - Risk Management Department

DBA: \_\_\_\_\_

Physical Address: 100 Australian Ave., Suite 200City, State, Zip: West Palm Beach, FL 33406Mailing Address: 100 Australian Ave., Suite 200City, State, Zip: West Palm Beach, FL 33406Type of Business: County Government FEIN or SSN: N/AAccount Contact Name: Brian H. Berke Email: bberke@pbcgov.orgPhone Number: 561-233-5422 Ext.: \_\_\_\_\_ Fax Number: 561-233-5440Person Using Website: Brian Berke/Eva Rives Email: bberke@pbcgov.org/erives@pbcgov.orgWebsite User Phone No: 561-233-5422/5430 Ext.: \_\_\_\_\_ Fax Number: 561-233-5440

Customer certifies and agrees to use the services and reports provided by Florida MVR Services, Inc. in compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508, the Americans with Disabilities Act (ADA 1990), the Federal Driver's Privacy Protection Act (DPPA), Public Law 103-322 and all other applicable federal and state laws and regulations, including equal opportunity laws and regulations. Customer also certifies that copies of the "Notice To Users Of Consumer Reports: Obligations Of Users Under The FCRA", "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Driver Privacy Protection Act" have been made available to them.

Customer agrees to request records only for employment, licensing, insurance, credit, tenant screening or in connection with a legitimate business purpose.

Customer agrees to properly identify themselves when requesting reports and certifies that information will be requested for the subscriber's exclusive use. Customer certifies that inquiries will be made for permissible purposes only and that it will not resell or allow others to use reports or information from reports provided by Florida MVR Services, Inc. Qualified resellers are allowed to resell certain reports after completing a separate Reseller Agreement.

Customer certifies that all reports will be kept strictly confidential. Except as required by law, no information from reports will be revealed to any other person, except a person whose duty it is to pass on the information in relation to which the report was ordered. No information will be requested for the use of any other person. Requests for report information from the person reported on or their representative will be disclosed as provided under the FCRA, ADA 1990, DPPA or other applicable laws.

Customer certifies that its employees are knowledgeable regarding all laws and regulations, applicable state requirements and required authorizations related to record use and retention, and shall comply with same.

Customer certifies that when using reports from Florida MVR Services, Inc. for employment purposes that it has:

- disclosed to the applicant or employee in writing and in a separate document that a consumer report will be ordered.
- obtained written consent from the applicant or employee as required by the FCRA, before ordering the report.
- shown the report and provided a copy of the FCRA "Summary of Consumer Rights" notice to the applicant or employee, before denying a job or taking any adverse action
- not violated any applicable Federal or State equal employment opportunity law or regulation.

Customer certifies that when refusing to hire someone based in whole or part on reports received from Florida MVR Services, Inc. that it has:

- notified the applicant of the "adverse action" and
- provided to the applicant information regarding his rights.

Customer agrees to keep a copy of the signed written applicant or employee consent for a period of five (5) years and agrees to provide Florida MVR Services, Inc. with a copy of the signed consent within twenty-four (24) hours should a request be made.

Customer understands that failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. Customer agrees to provide information to Florida MVR Services, Inc. as requested during compliance audits.

**Reason(s) for Ordering Reports: (Check all that apply)**

- |   |  |
|---|--|
| <p><input type="checkbox"/> We are an Employer who uses the reports for employment or contract labor purposes for our own employees or applicants.</p> <p><input type="checkbox"/> We are an Insurance Company/Agency providing underwriting and claims services.</p> <p><input type="checkbox"/> We are an Attorney/Law Office providing legal services.</p> <p><input type="checkbox"/> We are a Private Investigator/Agency providing investigative or screening services for clients.<br/>NOTE: Florida records only. A separate third-party form required.</p> <p><input type="checkbox"/> We are a towing service or repossession company.</p> <p><input checked="" type="checkbox"/> We are a governmental agency.</p> <p><input type="checkbox"/> We are a qualified reseller. Separate agreement required.</p> | <p>Other purposes (explain in full below)</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|---|--|

**Customer certifies that it will only request motor vehicle records, which may include personal information, for the following permissible use(s) and for no other reason as described in the Federal Driver's Privacy Protection Act and summarized below: (Check all that apply and describe the how this information will be used on the next page)**

- |   |  |
|---|--|
| <p><input checked="" type="checkbox"/> For a governmental agency or private entity acting on behalf of a Federal, State or local agency.</p> <p><input type="checkbox"/> For matters of vehicle or driver safety and theft; emissions; product alterations; recalls or advisories.</p> <p><input type="checkbox"/> Business use to verify information submitted by individual; if info is not correct, obtain correct info to prevent fraud, pursue legal remedies against or recovery of debt.</p> <p><input checked="" type="checkbox"/> In connection with a court proceeding including service of process and investigation in anticipation of litigation or enforcement of judgements.</p> <p><input type="checkbox"/> For research and statistical analysis; personal info cannot be published, re-disclosed, or used to contact person.</p> <p><input type="checkbox"/> For insurance underwriting, rating, claims and antifraud activities.</p> | <p><input type="checkbox"/> For notice to owners regarding towed or impounded vehicles.</p> <p><input type="checkbox"/> Private Investigator or licensed security service use subject to DPPA permitted purposes. (Copy of security license required)</p> <p><input type="checkbox"/> By employer/agent/insurer to obtain or verify information relating to the holder of a Commercial Driver License.</p> <p><input type="checkbox"/> For operation of private toll transportation facilities.</p> <p><input type="checkbox"/> With written consent of individual to whom the info pertains.</p> <p><input type="checkbox"/> For use specifically authorized by laws of the state, if such use is related to the operation of a motor vehicle or public safety, NOTE: Provide State Statute</p> |
|---|--|

Please describe how the Motor Vehicle Record information will be used. (Please be specific)

Determine if employee driving record conforms to the requirements of County procedures.  
Determine the insurance coverage of individuals who are liable for repairs to County Property.

Customer agrees and certifies that it will only use Motor Vehicle Record information as described above and will not use Motor Vehicle Record information for any other reason, not specifically stated above, without express written authorization from Florida MVR Service.

Customer understands that Florida MVR Service has complete discretion to whom it provides its service. Customer further understands that Florida MVR Service may cancel this Subscription Agreement and refuse to provide its service at any time at its discretion. In this event, any unused customer prepaid funds will be returned to the customer.

Customer will be solely responsible for any use or misuse of the services, reports or information provided by Florida MVR Services, Inc., and for compliance with all laws and regulations applicable to such record information. Customer agrees that Florida MVR Services, Inc. shall not be liable to Customer or any other person or entity for any lost profits, claims, suits, damages, fines or penalties of any kind or nature.

Customer agrees to be responsible for maintaining the secrecy of all account numbers and passwords assigned.

Florida MVR Services, Inc. shall not be responsible for any failure or delay in the performance of obligations under this agreement caused by Acts of God, flood, fire, war or public enemy.

The records and services provided under this agreement are provided "as is". Florida MVR Services, Inc. makes no representations or warranties, express or implied, with respect to the records and services, including by way of example and not limitation, the implied warranties of merchantability and fitness for a particular purpose.

Customer agrees to pay for services using a pre-paid account system where the cost for each record ordered and processed is automatically deducted from the Customer's account. Customer's funds will be deposited into a non-interest bearing Account. Account Setup requires a \$50.00 one-time non refundable Account Activation Fee, and a \$50.00 minimum initial funding of Customer's Account. Customer is responsible for maintaining account funds sufficient to order records or services. Customer access to records will not be allowed if account balance is insufficient. Accounts which remain inactive for a period of 12 consecutive months are subject to an Account Maintenance Fee of \$10.00 per month, or the account balance, whichever is less. Florida MVR Services, Inc. may modify these terms upon notice.

Customer agrees to pay attorney's fees and expenses incurred by Florida MVR Services, Inc. in the enforcement of this agreement, including collection of amounts due prior to or subsequent to judgments in any and all trial, appellate and bankruptcy tribunals, whether suit be brought or not. Venue for all legal actions or suits shall be in Leon County, Florida, unless otherwise prohibited by law.

Customer agrees to pay for records and services according to the rate schedule in effect at the time services are rendered. Rates are subject to change without notice.

This agreement may be canceled by Florida MVR Services, Inc. at any time, and services terminated; however, such cancellation shall not terminate the customer's obligation to pay for services previously rendered.

Customer certifies that it has full power and authority to enter into and perform this Subscription Agreement, and the person signing on behalf of Customer has been properly authorized and empowered to enter into this Agreement.

Customer certifies it has read, understands, and agrees to be bound by the Subscription Agreement, The Federal Driver's Privacy Protection Act and the Fair Credit Reporting Act "Notice to Users of Consumer Reports" as provided by Florida MVR Services, Inc. I (We) certify that our business use of all information provided is subject to the Subscription Agreement, is allowable under the provisions of the DPPA, and is in compliance with the FCRA where applicable. If the nature of our business, or our use of information changes, we will contact Florida MVR Services, Inc. and complete a new Subscription Agreement. This Agreement cannot be changed or modified without prior consent from Florida MVR Services, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Title: \_\_\_\_\_

Florida MVR Services, Inc.: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Attest:  
Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Accepted by:  
Palm Beach County Board of County Commissioners

By: \_\_\_\_\_  
Shelly Vana, Chair

Approved as to Form & Legal Sufficiency:

By \_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions:

By Nancy J. Beltrami  
Risk Management

I, \_\_\_\_\_, authorize Florida MVR Services, Inc. to charge  
(Cardholders name as on card)

\$ \_\_\_\_\_ to my \_\_\_\_\_ account.  
(Minimum \$100.00) (Visa, MasterCard, Discover or Amex)

This authorization also applies to future charges for ordering Information Reports or services.

Card Account #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Signature of cardholder: \_\_\_\_\_

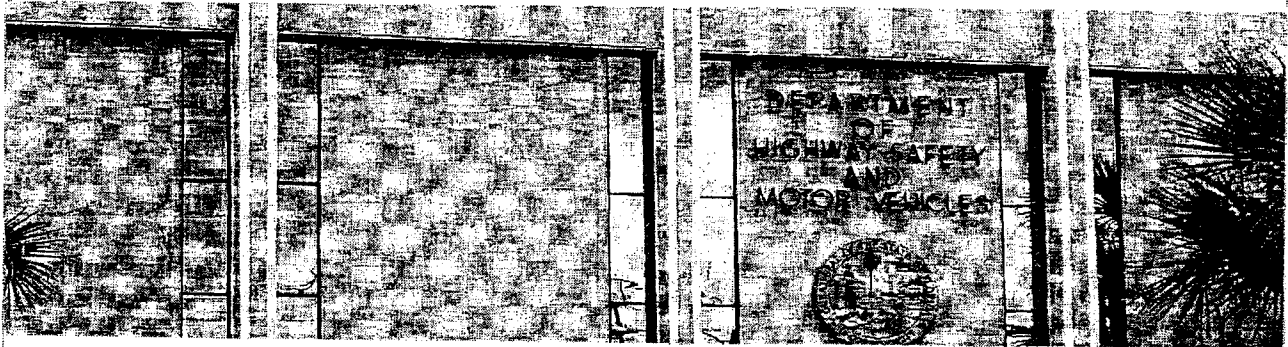
Date: \_\_\_\_\_

**MAIL OR FAX SIGNED SUBSCRIPTION AGREEMENT (AND CHECK IF PAYING BY CHECK) TO:**

**Florida MVR Services, Inc  
P.O Box 13905  
Tallahassee, Florida 32317**

**Phone 1-800-910-8201  
Fax 1-866-301-4391**

**Along with this agreement you must include a current copy of your license to operate as a business, any professional license and a Federal Form (i.e. 940, 941, ss4 or Federal Tax Return) with your business name and Federal Tax ID number imprinted.**



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### Instant Driving Records

**A Small Price to Pay to Get the Facts!**

Florida MVR Services, Inc. was one of the first companies to be authorized by the State Department of Highway Safety and Motor Vehicles to provide Florida Driving Records.

Since 1990, Florida MVR Services, Inc. has been a provider of quality reliable reports to employers, insurance companies, and volume users of Florida driving records.

Now you can order and receive Driving Records instantly through our online service. As a registered network provider we access driving records directly from states allowing direct access, and return them to you immediately. These reports contain state driving record information on individuals for 3 to 7 years, depending on the laws of the particular state.

Reports typically contain:

- Driver's name**
- Physical Description**
- License Information**
- Infractions**
- Current and Previous Drivers License Number(s)**

### Personal Driving Records For Individuals

Need a copy of your Florida Driving Record? [Click Here!](#)



### Instant Florida Driving Records for Businesses

- 3 Year Records.....\$9.00
- 7 Year Records.....\$11.00
- Complete Records (11 Year)....\$12.00

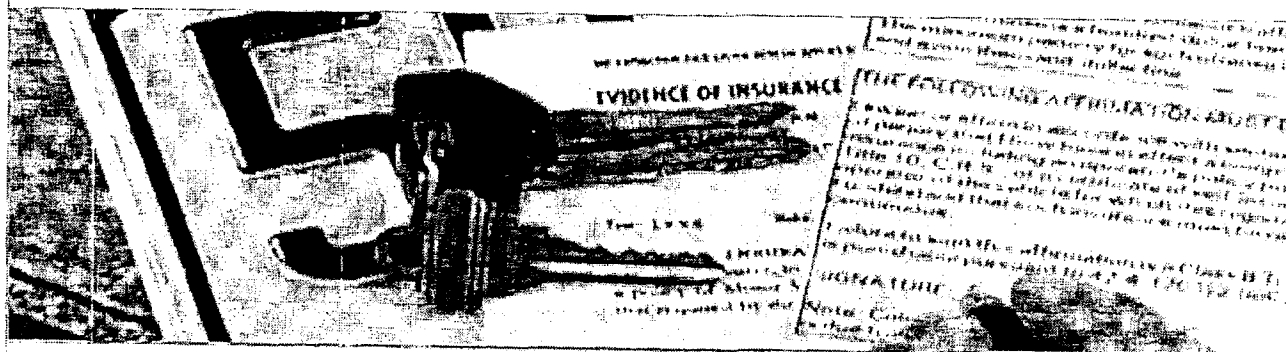
This price includes the state service fee.

The report can be viewed and printed from your computer within 10 - 15 seconds! The search requires a valid driver license number. [Sample Report](#)

### Other States

Driving Records from states other than Florida are available only to employers screening their own employees or applicants, or to insurance companies or insurance agencies screening applicants. Fees vary by state - Each state has it's own fees and input requirements. Several States require name and





[Customer Login](#)

### Other Reports

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#### Florida Driver License Verification Report

This instant record provides the status of a person's Florida Driver License and provides the most current address on file with the Florida DMV. These reports are excellent for Attorneys, Investigators, the Insurance Industry, as well as other organizations that need to verify address information in a cost effective manner.

Records include: Name, Address, DOB, Driver License Issuance and Expiration Date, and License Status. Records are retrieved by driver license number.

Our Fee: \$2.25

#### Florida Auto Insurance Verification Report

This instant record provides current insurance information on vehicles to confirm personal injury and property damage coverage. These reports are excellent for insurance claims/subrogation, legal litigation and investigators representing Law Firms and Insurance Companies.

Our Fee: \$3.75