

Robert E. Shannon
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333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 SECOND AMENDMENT TO AGREEMENT NO. 27179

2 **27179**

3 THIS SECOND AMENDMENT to Agreement No. 27179 is made and
4 entered, in duplicate, as of February 1, 2006 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach on December 13,
6 2005, by and between the CITY OF LONG BEACH, a municipal corporation ("Client"),
7 and EQUIFAX INFORMATION SERVICES, LLC, formerly known as EQUIFAX CREDIT
8 INFORMATION SERVICES, INC. ("Equifax").

9 WHEREAS, the parties entered Agreement No. 27179 whereby Equifax
10 agreed to perform information services to Client; and

11 WHEREAS, the Agreement was amended as of February 5, 2004 to
12 extend the term and the parties again desire to extend the term of the Agreement as
13 well as adding services;

14 NOW, THEREFORE, in consideration of the mutual terms and conditions
15 in Agreement No. 27179 and herein, the parties agree as follows:

16 1. The first extension of this Agreement begins on February 13, 2005 and
17 ends on February 12, 2006. The second extension of this Agreement begins on
18 February 13, 2006 and ends on February 12, 2007. The Client shall have an option to
19 extend the term for one (1) additional period of one (1) year.

20 2. Exhibit "B" is hereby replaced with Exhibit "B-1". From and after the
21 date of this Second Amendment, Exhibit "B-1" shall control.

22 3. Exhibit "C" to Agreement No. 27179 and Exhibit "C-1" to the First
23 Amendment to Agreement No. 27179 are hereby replaced with Exhibit "C-2" attached
24 to this Second Amendment and incorporated by this reference. From and after the date
25 of this Second Amendment, Exhibit "C-2" shall control.

26 4. The Internet Addendum to Agreement No. 27179 is hereby ratified and
27 confirmed.

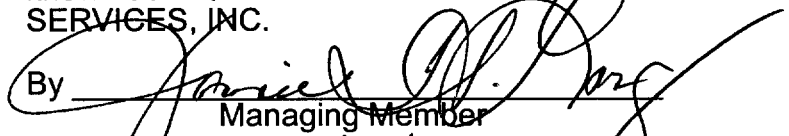
28 5. Except as expressly amended herein, all terms and conditions in

1 Agreement No. 17179 are ratified and confirmed and shall remain in full force and
2 effect.

3 IN WITNESS WHEREOF, the parties have caused this document to be
4 duly executed with all formalities required by law as of the date first stated above.

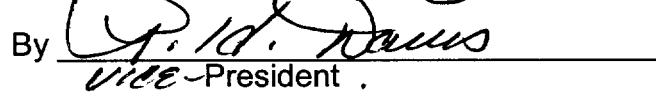
EQUIFAX INFORMATION SERVICES, LLC formerly
known as EQUIFAX CREDIT INFORMATION
SERVICES, INC.

5
6
7 April 21, 2006

By 
Managing Member

Janice H. Long
(Print or Type Name)

8
9
10 April 21, 2006

By 
VICE-President

R. H. DAVIS
(Print or Type Name)

"Equifax"

CITY OF LONG BEACH

11
12
13
14
15 5.12., 2006

By 
City Manager

"Client"

16
17
18 This Second Amendment to Agreement No. 27179 is approved as to form
19 on 5/3 2006.

ROBERT E. SHANNON, City Attorney

By 
Senior Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

EXHIBIT "B-1"

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 ACROFILEPlus™
- ACRO SelectSM
- Address Variance IndicatorSM
- ARDTSM
- Auto-DTEC®
- Consumer Telephone Service
- Credit*Hi-Lite^R
- Edited Credit*Hi-Lite™
- Decision Power®
- Decision Power® Express
- DL Advantage®
- Full DTEC™
- Equifax Fraud AdvisorSM
- Equifax ID AdvisorSM
- EXCHANGESM 2000
- FINDERS®
- FirstFINDER™
- Full ID REPORTSM
- MarketPromptSM
- Mortgage Business Credit ReportSM
- MultiVision Platform®
- MultiVision for Windows®
- OFAC Alert™
- On-Line DirectorySM
- On-Line Geo-CodeSM
- PERSONASM and PERSONA PLUSSM
- POSITIVE ID®
- RE-APPEARSM
- Residential Mortgage Credit Report
- SAFESCAN®

B.II. PRESCREEN SERVICES

- EquiMoversSM
- Multi-Screen®
- Portfolio RetentionSM
- PreScreen
- Prospect Select
- Read-ReviewSM
- Select-ScreenSM

B.III. ACCOUNT REVIEW SERVICES

- Automated Collection Transactions (ACT)
- Customer Portfolio ReviewSM
- Market eValuator™
- Monthly Portfolio ReviewSM
- ProScrub
- Read-ReviewSM
- TrendviewSM

B.IV. CREDIT SCORE INFORMATION SERVICES

- Advanced Energy Risk ModelSM
- Advanced Wireless Risk ModelSM
- Auto Finance Predictor
- Bankcard Usage Predictor®
- Bankruptcy Navigator Index '99®
- Bankruptcy Navigator Index 3.0®
- Bankruptcy Navigator Service®
- BEACON®
- Brokerage Risk IndicatorSM
- Custom Scorecard
- Enhanced Delinquency Alert SystemSM
- Equifax CARcredit 99 ScoreSM
- Equifax Net Worth EstimatorSM
- Equifax Recovery IndexSM
- Equifax Recovery Score – Late StageSM
- Equifax Risk ScoreSM
- Equifax Risk Score Non PrimeSM
- Healthcare Risk Predictor ModelSM
- Income Predictor 2.0SM
- PinnacleSM
- Retail Card Usage Predictor®
- Retention EvaluatorSM (Acct Mgmt Only)
- Revenue EvaluatorSM
- Smart Score 2.0
- Sub-Prime Risk Optimizer
- Telco '98SM Risk Assessment Model

ANCILLARY SERVICES

- Accel Data Enhancement
- Consumer Model Attributes
- Doublecheck StandaloneSM
- Equifax Consumer Marketing Database (ECMD)
- Market eValuator
- Phone Number Append
- Safescan®
- Trans-Border Information/North American Link

FLOOD DETERMINATION SERVICES

- Standard Certification
- Life of Loan Certification

EXHIBIT "C-2"

A. **Standard Pricing:** Equifax standard pricing shall apply in Equifax owned territory to:
 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 2-6-06 and will expire on the earlier to occur of 2-6-11 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 in Equifax System Affiliate owned territory. Each Equifax System Affiliate sets its own prices and therefore the price varies by territory.

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)

Positive ID w/Safescan	\$0.70
Positive ID w/Safescan and CUE (Exchange)	\$1.08
DTEC w/Safescan	\$0.58
Finders	\$1.00
Credit File (full)	\$1.28
All pricing above is for hits and partials. Searches or no records, \$0.00	
\$0.11 Regulatory Fee	
DL Advantage (Drivers License Search)	\$1.40 Hits and searches
CUE	
\$1.00 for Standalone Search	
\$640.00 monthly fee	
All pricing above is based on 100% marketshare and will be implemented within 10 days of the executed date.	