SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF 5
(RFP No. 13-14-328)

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Temporary Employment Services Service Agreement (Agreement) dated March 3, 2014 between the City of Las Cruces (City) and Temporary Alternatives, Inc. dba dmDickason Personnel Services (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 3, 2016 and terminate March 2, 2017.

All other terms of the Service Agreement remain the same.

AGREED:

TEMPORARY
ALTERNATIVES, INC. DBA
DMDICKASON PERSONNEL
SERVICES

Martha Dickason 2/8/16
Signature Date

Martha Dickason, President
Printed Name/Title

CITY OF LAS CRUCES

Deb Smith 2/8/16
Deb Smith Date
Purchasing Manager

City of Las Cruces

AMENDMENT TO

TEMPORARY EMPLOYMENT SERVICES
RFP # 13-14-328

This amendment, made this 31st day of March, 2015 by and between the CITY OF LAS CRUCES and Temporary Alternatives, Inc. dba dmDickason Personnel Services of Las Cruces, NM.

W I T N E S SE T H

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated March 3, 2014, the parties hereby agree as set forth below:

The following provisions are added:

1. Costs proposal rates updated as follows:

Position Title	Cost per Hour
Accountant (Journey Level)	$28.95
Accounting Technician	$14.67
Accounting Clerk	$13.24
Administrative Services Support	$12.88
Transcriber	$14.31
Engineer	$33.11
Engineering Technician	$19.27
Custodian	$12.51
General Labor	$12.13
Special Events Staff:	
Security	No Bid
Exhibit Monitor / Oversight	$12.04
Registration / Attendance Coordinator	$12.88
Set-up / Breakdown Personnel	$11.50

On other positions staffed, not listed above, the bill rate will be increased by 6%.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated March 3, 2014 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

Temporary Alternatives, Inc. dba
dmDickason Personnel Services

BY: Martha Dickason
Name
Title

March 25, 2015
Date

CITY OF LAS CRUCES

BY: Deb Smith
Deb Smith
Purchasing Manager

March 31, 2015
Date

APPROVED AS TO FORM

City Attorney

SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF A POSSIBLE 5
(RFP No. 13-14-328)

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Temporary Employment Services Service Agreement (Agreement) dated March 3, 2014 between the City of Las Cruces (City) and Temporary Alternatives, Inc. dba dmDickason Personnel Services (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 3, 2015 and terminate March 1, 2016.

All other terms of the Service Agreement remain the same.

AGREED: *

TEMPORARY ALTERNATIVES, INC. DBA DMDICKASON PERSONNEL SERVICES		CITY OF LAS CRUCES	
Martha Dickason	3/4/15	Deb Smith	3/13/15
Signature	Date	Purchasing Manager	Date
Martha Dickason, President			
Printed Name/Title			

* Please see adjusted 2015 rates attached

City of Las Cruces®

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this March 3, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Temporary Alternatives, Inc. dba, dmDickason Personnel Services, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Temporary services price agreement for City departments. Various Purchase Orders will be issued to contractors per City department's needs.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP 13-14-328 incorporated herein by reference and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to the CITY'S RFP 13-14-328 incorporated herein by reference and made a part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on date of award for a term of one (1) year through March 2, 2015 and has four, one-year renewable options to be exercised at the discretion of

the CITY, upon mutual written consent conditioned upon approved budgets and annual renewals. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR as an indefinite cost, indefinite quantity price agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been

permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)

   $1,000,000 - Bodily Injury: By Accident - Each Accident

   $1,000,000 - By Disease: Policy Limit

   $1,000,000 - By Disease: Each Employee

   This coverage required for non-construction contractor with three (3) or more employees

   Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION
CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Bertha Chavira
With Copies to:	Purchasing Manager
TO CONTRACTOR:	Temporary Alternatives, Inc. Dba, dmDickason Personnel Services 518 North Teslshor Las Cruces, NM, 88001 Attention: Frank Villegas, Branch Manager

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

TEMPORARY ALTERNATIVES, INC.
DBA DMDICKASON PERSONNEL SERVICES

BY: Martha Dickason
Martha Dickason
President

March 19, 2014
Date

CITY OF LAS CRUCES

BY: Karen Medina
Karen Medina
Purchasing Manager

3/21/14
Date

APPROVED AS TO FORM

City Attorney

DICKASON
PERSONNEL SERVICES
People. Power. Performance.

COST PROPOSAL

PREFERRED PRICING FOR THE CITY OF LAS CRUCES

**The bill rates listed below pertain to basic and midlevel candidates, the level of experience within their perspective industries will range from one year to two years.*

POSITION TITLES	COST PER HOUR
Accountant (Journey Level)	$27.31
Accounting Technician	$13.84
Accounting Clerk	$12.49
Administrative Services Support	$12.15
Transcriber	$13.50
Engineer	$31.24
Engineering Technician	$18.18
Custodian	$11.80
General Labor	$11.44
Special Events Staff:	
Security	No Bid
Exhibit Monitor / Oversight	$11.36
Registration / Attendance Coordinator	$12.15
Set-Up / Breakdown Personnel	$10.85
Terms	Net 30
Temp-to-Hire	640 hours
Invoicing Schedule	Weekly

The bill rates quoted above include all payroll deductions required by state and federal legislation, including employer contributions for FICA, FUTA, SUTA and Workers' Compensation, liability insurance, fidelity bonding and employee benefits.

*dm*Dickason reserves the right to modify the rates in proportion to any new or increased costs which may be mandated or imposed by federal, state or local law such as FICA, FUTA, and State Unemployment Tax increases or Health Benefits. The modification commences upon the effective date of such new or increased costs. Changes include any new or increased costs associated with the passage of a federal or state law mandating any wage increase or benefits for employees.

All services are subject to the then current New Mexico Gross Receipts Tax. This is subject to the laws that govern the State of New Mexico Taxation Revenue Department. If the City of Las Cruces supplies *dm*Dickason Personnel with a non-taxable certificate and does not qualify for the exempt status, *dm*Dickason will bill that company all of the tax that was not charged.

The preferred pricing that is being submitted are the best offered to any client for the type of service requested. If renewed, pricing may increase subject to mandated increases required by federal, state or local law.