PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF A POSSIBLE 5
Bid No. 13-14-377 Background Check Services Price Agreement

Price Agreement 13-14-377 with Securitas, LLC DBA Trust Screening Systems (Contractor) is hereby agreed to renew for a period of one (1) year, to begin January 6, 2017 and terminate January 5, 2018. All other terms and conditions of the agreement, including any amendments, remain the same.

AGREED:

SECURITAS, LLC DBA
TRUST SCREENING
SYSTEMS

Alfredo Ramirez Jr. — 12/05/2016
Signature — Date

Alfredo Ramirez Jr. - President
Printed Name/Title

CITY OF LAS CRUCES

Deb Smith — 12/16/16
Deb Smith — Date
Purchasing Manager

PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF A POSSIBLE 5
(Bid No. 13-14-377)

Pricing submitted by Securitas, LLC DBA Trust Screening Systems (Contractor) in response to the City of Las Cruces Bid No. 13-14-377 is hereby agreed to renew for a period of one (1) year, to begin January 6, 2016 and terminate January 5, 2017. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

SECURITAS, LLC DBA TRUST SCREENING SYSTEMS		CITY OF LAS CRUCES	
Alfredo Ramirez	10/30/2015	Deb Smith	11/2/15
Signature	Date	Deb Smith Purchasing Manager	Date
Alfredo M. Ramirez Jr. / President			
Printed Name/Title			

PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF A POSSIBLE 5
(Bid No. 13-14-377)

Pricing submitted by Securitas, LLC DBA Trust Screening Systems (Contractor) in response to the City of Las Cruces Bid No. 13-14-377 is hereby agreed to renew for a period of one (1) year, to begin January 6, 2015 and terminate January 5, 2016. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

SECURITAS, LLC DBA
TRUST SCREENING
SYSTEMS

Signature — Date: 1-8-15

Alfredo Ramirez / President
Printed Name/Title

CITY OF LAS CRUCES

Karen Medina — Date: 1/8/15
Karen Medina
Purchasing Manager

City of Las Cruces

BACKGROUND CHECK SERVICES PRICE AGREEMENT
CONTRACT #13-14-377

THIS AGREEMENT made and entered into on January 6th, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and **TRUST SCREENING** of **EL PASO, TX** hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Background check services price agreement.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S request for quote #14101524 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

(This piggyback clause is used only if the related RFP stipulated a piggyback option)
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.

WHEREAS, TRUST Screening is a consumer reporting agency and provides, among other things, consumer reports and investigative consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act (FCRA); and

WHEREAS, the CITY desires to purchase Screening Reports provided by TRUST Screening on the terms and conditions contained herein;

NOW THEREFORE, the Parties, in consideration of the mutual covenants and agreements the receipt of which is hereby acknowledged, agree as follows:

3. INFORMATION SECURITY
The CITY agrees to maintain the confidentiality and integrity of any information and The CITY identification numbers and passwords requested or received from TRUST Screening.

4. THE CITY'S GENERAL OBLIGATIONS
The CITY agrees as follows:

(a) The CITY agrees to comply with all federal, state and local laws in connection with the procurement and use of Screening Reports including, but not limited to, providing The CITY's applicant who is the subject of the Screening Reports with consent, disclosures and reports required by the FCRA;

(b) The CITY agrees that each time it requests an Investigative

Consumer Report (as defined by the FCRA) from TRUST Screening, The CITY represents and warrants that it has, with regard to the particular applicant concerned, complied with The CITY's obligations under the FCRA section 606(a)(2).

(c) The CITY assumes responsibility for the ultimate verification of the identity of the applicant who is the subject of the Screening reports;

(d) The CITY will base all of its hiring decisions and actions on its own policies and procedures and acknowledges that TRUST Screening will not render any opinions in connection with the Screening Reports;

(e) The CITY agrees to make all payments due under this Agreement within thirty (30) days after the date of the billing statement. If payment is not received by TRUST Screening within 30 days of the billing statement TRUST Screening may charge interest of 1 ½ % per month and terminate The CITY's access privileges and release TRUST Screening from any further obligation to perform any further services under the Agreement; and

(f) The CITY agrees that title, ownership and intellectual property rights in and to the TRUST Screening system, products and services shall remain in TRUST Screening or its suppliers. The CITY further acknowledges that all content contained in any Screening Report is the property of the applicable content owner and may be protected by contract or copyright law.

(g) The CITY understands and acknowledges that TRUST Screening is not acting as legal counsel to The CITY and that any legal issues or other matters that arise in connection with Screening Reports provided by TRUST Screening will be reviewed and approved by The CITY's legal counsel prior to any actions taken by The CITY.

5. THE CITY'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report.

Unless requested by a client or by government regulation TRUST Screening will provide the criminal records for a minimum of seven years. TRUST Screening urges all employers to review the restrictions and requirements of the FCRA. The FCRA's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq, and the text of this Act is available on TRUST Screening's website. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

as requirements on Users of Consumer Reports and Obtaining Information Under False Pretenses.

(a) Certifications to TRUST Screening: Concurrent with making the request for a Screening Report, The CITY shall provide TRUST Screening with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Screening Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C. §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.

(b) Use For Employment Purposes Only: The CITY certifies that it is requesting TRUST Screening to provide consumer reports only for the purposes of considering an individual for employment, promotion, reassignment or retention as an employee, and for no other purposes. The CITY will use consumer report for employment purposes exclusively for a one-time use. The information obtain in a consumer report will not be used in violation of any federal or state equal opportunity law or regulations.

(c) Use For Permissible Purposes: The CITY shall be the exclusive user of the consumer reports and certifies that such consumer reports shall be used solely for the permitted purposes as prescribed by Section 604 of the FCRA [15 U.S.C. §1681b], and all other applicable State and local laws.

(d) Disclosure to Applicant or Employee: The CITY shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the consumer report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. The CITY shall provide Applicant or Employee such other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that TRUST Screening prepares the Screening Report, and before taking any adverse action based in whole or in part upon any information contained in the Screening Report.

(e) Written Authorization from Applicant or Employee: The CITY shall obtain from the Applicant or Employee a written authorization to obtain and use the Screening Report as required by the FCRA and all other applicable state and local laws. A standard disclosure and authorization form is available from TRUST Screening for these purposes. The CITY will maintain copies of all written authorizations for a minimum of seven (7) years from the date of inquiry.

(f) Pre-Adverse Action: If The CITY takes any adverse action with respect to applicant/employee that is based in whole or in part on any information contained in the Screening Report, the CITY shall:

1. Provide oral, written or electronic notice of the adverse action to the applicant/employee;
2. Provide the applicant/employee orally, in writing, or electronically:

(i) the name, address and telephone number of TRUST Screening (including our toll-free telephone number);

(ii) a statement that TRUST Screening did not make the decision to take the adverse action and is unable to provide the applicant/employee with specific reasons why the adverse action was taken; and right:

6. Provide the applicant/employee an oral, written, or electronic notice of the consumer's

(i) to obtain, under Section 612 §1681(j) of the FCRA, a free copy of a consumer report on the applicant/employee from TRUST Screening, which shall include an indication of the 60-day period for obtaining such a copy; and

(ii) to dispute, under Section 612 §1681(i) of the FCRA, with the accuracy or completeness of any information in a consumer report furnished by TRUST Screening.

(g) Adverse Action: The CITY certifies that after providing the applicant/employee with the Pre- Adverse Action information contained above, and after it has given the applicant/employee "reasonable time" to dispute the information, the CITY will send the applicant a follow-up notification that The CITY is taking adverse action (e.g., denying employment or promotion) based on the information contained in the Screening Report.

(h) Confidentiality and Use of Information: The CITY acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by The CITY. All information requested by The CITY is for The CITY's exclusive use and The CITY shall take reasonable steps to ensure that all information provided by TRUST Screening will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Screening Report provided by TRUST Screening, other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject The CITY to criminal and/or civil liability under the FCRA and other applicable Federal, State and local laws.

(i) Compliance with FCRA 15 U.S.C. §1681 Red Flag Regulations: The CITY represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if The CITY hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

7. MOTOR VEHICLE RECORDS INFORMATION OBLIGATIONS

If motor vehicle records (MVR) are requested to be included in the Screening Report with respect to any Applicant, The CITY agrees that it:

(a) Shall use the MVR only for employment purposes as contemplated by the FCRA and any applicable state law;

(b) Is qualified to do business and validly holds all licenses required to operate The CITY's business in all states where The CITY conducts business or has employees;

(c) Will comply with all federal and state laws related to the use and review of MVRs, including the Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. (DPPA);

(d) Will not use the MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the Applicant; and

(e) Will not sell, distribute or disseminate the MVR, in whole or in part, to any third party and shall use the MVR solely as an end user.

8. DRUG TESTING OBLIGATIONS

If drug testing is requested to be included in the Screening Report with respect to any Applicant, The CITY agrees that it shall:

(a) Comply with all federal, state and local laws, including, but not limited to, the FCRA, DOT, HIPAA with respect to the request for drug Screening services provided by TRUST Screening or its vendors and the use of the results of such drug Screening;

(b) Comply with the terms and conditions set forth in Attachment A to this Agreement for pre- employment and post-employment drug testing;

(c) Provide Applicant with chain of custody form and directions to an authorized collection site; and

(d) Enter all requests for drug Screening into the system prior to specimen collection.

9. TRUST SCREENING OBLIGATIONS

TRUST Screening agrees that it will:

(a) Comply with all federal, state and local laws, including, but not limited to, the FCRA in the preparation and transmission of Screening Reports, as described in the Description of Services hereto;

(b) Follow reasonable quality assurance procedures to assure the highest possible accuracy of the information contained in a Screening Report and to maintain procedures designed to confirm, to the extent possible, that the reported public record information is complete and current;

(c) Re-verify at no cost any disputed report when either the CITY or the Applicant makes a request in accordance with applicable law. TRUST Screening shall respond to such request in writing and on a timely basis;

(d) Maintain consumer report information and transaction details for a minimum of three (3) years and upon written request by an Applicant to inform the Applicant of the substance of the report and information contained in the Screening Report delivered to The CITY; and

(e) Maintain the confidentiality of its data acquisition and verification methodology.

(f) Maintain the confidentiality of client and personally identifiable consumer information by not sharing that information with outside parties who may wish to

market their products to consumers and having in place industry standard encryption and data security safeguards.

10. LIMITATION OF LIABILITY

TRUST Screening and the CITY agree that unless TRUST Screening has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of any report, TRUST Screening's total liability to the CITY shall be limited to the return of the fees paid to TRUST Screening for the report and then only to the extent that the information contained in the report is found to be the primary basis upon which the CITY, or any other person incurred injury or damage resulting from the furnishing of the report by TRUST Screening. TRUST Screening and the CITY agree that TRUST Screening shall not be liable to the CITY for any other damages, costs or expenses of any kind whatsoever except as expressly agreed to above or pursuant to section 8(b) and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.

11. CONFIDENTIAL INFORMATION

(a) The CITY agrees to treat all Confidential Information disclosed to it by TRUST Screening in any matter arising out of or relating to this Agreement in accordance with the provisions of this Section and the Agreement. "Confidential Information" means all proprietary or secret data and sales or pricing information relating to TRUST Screening and its operations, employees, products or services, and, as to The CITY, all information relating to any Affiliate, customer, potential customer, Agent, and independent sales outlet. The CITY shall:

(i) protect and maintain the confidentiality of TRUST Screening confidential information, and

(ii) use at least the same degree of care in maintaining secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than with reasonable care and diligence. At all times, both during this Agreement and after its termination, The CITY shall not disclose any TRUST Screening Confidential Information without prior written consent of TRUST Screening.

(b) The provisions of this Section 8 will be effective as of the date of this Agreement and remain in full force and effect for a period equal to the longer of:

(i) one (1) year following the effective date of this Agreement; or

(ii) one (1) year following the termination of all Service hereunder.

12. NO WARRANTIES

There are no warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. The CITY specifically acknowledges that TRUST Screening cannot guarantee the accuracy of the information provided because such information is obtained from public records and other third party sources that may not always be accurate or current.

13. REPRESENTATION
The Parties acknowledge and agree that the relationship between them is solely that of independent contractors and nothing contained herein should be deemed, interpreted, or construed as creating a joint venture, partnership or agency relationship between the Parties. Neither Party, nor its respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

14. FORCE MAJEURE
The Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to, fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, act or omission of third Parties. Each Party, however, shall use reasonable efforts under the circumstances to avoid or remove such causes for non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

15. NO WAIVER
The failure of either Party to enforce or insist upon compliance with any of the provision of the Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment of any other provisions of the Agreement.

16. NOTICES
Except as to invoices, all notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service: If served personally on the party to whom notice is to be given, or within three (3) days after mailing if mailed to the party to whom notice is to be given, by certified mail return receipt or overnight courier and properly addressed to the party at the address set forth immediately below, or any other address that a party may designate by written notice to the others.

17. SUCCESSORS AND ASSIGNS
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, that either Party shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and further provided that any assignment or transfer without such consent shall be void.

18. FURTHER ACTS
Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19. AUTHORITY
Each person executing this Agreement represents and warrants that they have full power to enter into this Agreement on behalf of the Party hereto and that each Party has the full power to carry out its respective obligations pursuant to this Agreement. Further, each person executing this Agreement on behalf of a Party also represents and warrants that they have obtained all corporate, third party approvals necessary to enter into this Agreement and carry out the transaction contemplated thereby.

20. 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.

21. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount (**not to exceed $23.00 per Screening**), plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed (for each assigned Screening) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

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.

22. 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.

23. TERM AND SCHEDULE
This Agreement shall become effective on **date of award** for a term of one (1) year through month/day/year and has **four (4) one-year renewable options** to be exercised at the discretion of the CITY, upon mutual written consent.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. INSURANCE
Insurance waived; no service on City sites or with City owned property/equipment is to be performed under this contract.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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: (Jake Gutierrez)
With Copies to:	Purchasing Manager
TO CONTRACTOR:	TRUST Screening 811 Chelsea St. Suite B El Paso, TX 79903 ATTENTION: Alfredo Ramirez

40. 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.

CONTRACTOR

BY: _____
PRINCIPAL

DATE: 1-8-14

CITY OF LAS CRUCES

BY: Karen Medina
PURCHASING MANAGER

DATE: 1/13/14

R14-01524

Approve as to Form

_____
CITY ATTORNEY

EXHIBIT A

Hello Ms. Del Ferraro,

Yes I confirm that we can and will honor the pricing in the email below to Mr. Gutierrez on Monday, August 26, 2013.

Kid Guard Background Check Package - $23.00

- 1 SSN/Address Identity Check
- 1 US Crime ID Nationwide Criminal/Sex Offender Check
- 1 US DOJ Sex Offender Registry Check
- 1 New Mexico Statewide Criminal Check
- 1 County Criminal Check Outside of NM

Also included at no additional charge would be our online Screening management system, pass/fail module and applicant self-service. We normally charge $50 per month for the pass/fail module and $100 per month for the applicant self service module.

Thank you for the opportunity and we look forward to working with the City of Las Cruces!

All the best,

Alfredo Ramirez
TRUST Screening

811 Chelsea St., Suite B, El Paso, TX 79903
Direct: 915-225-2283 x110 | Toll Free: 877-890-2283
Fax: 915-317-1287 | Mobile: 915-345-0630
aramirez@TRUSTScreening.com | www.TRUSTScreening.com

Employee Screening | Background Checks | Drug Testing
I-9 Compliance

The Inspired Support Employee Screening Company