

Customer Number:

Parent Number:

Billing Number:



## ADP Screening and Selection Services Screening Services Sales Order

301 Remington Street  
Fort Collins, Colorado 80524  
(P) 888-606-7869 (F) 800-237-4011

DM- Complete the following form.

Version 06-06

<b>SECTION A: Company Information</b>				
<b>Company Legal Name:</b> CITY OF PEORIA				
<b>Legal Address:</b> 8401 W. MONROE STREET				
<b>City:</b> PEORIA	<b>State:</b> AZ	<b>Zip Code:</b> 85345	<b>County:</b> MARICOPA	
<b>Contact/Title:</b> SARAH STEWART		<b>Executive Contact/Title:</b> LISA HOUG		
<b>E-mail:</b> sarah.stewart@peoriaaz.gov		<b>E-mail:</b> lisa.houg@peoriaaz.gov		
<b>Phone:</b> 623-773-7611	<b>Fax:</b>	<b>Phone:</b> 623-773-7191	<b>Fax:</b>	
<b>Billing Address (if different from Legal):</b>				
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	<b>County:</b>	
<b>Billing Contact:</b>		<b>Billing Contact Title:</b>		
<b>Billing Contact Phone:</b>		<b>Billing Contact E-mail:</b>		
<b># of Employees:</b> 1100	<b>Type of Business:</b> GVMT	<b># of Years in Business:</b> 52	<b>Total Anticipated # of people to be screened per year:</b> 10	<b>Estimated Annual Value:</b> \$420
<b>SECTION B: Services/ Products/ Programs</b>				<b>Pricing</b>
<input checked="" type="checkbox"/> <b>SecureHire BASIC</b> (per applicant pricing / no monthly subscription)			Product Code - 42 SCN-F00030 *	Per applicant \$see quote
<input type="checkbox"/> <b>SecureHire CUSTOM</b> (subscription pricing)			Product Code - 42 SCN-F00031 *	\$ per month
<input type="checkbox"/> <b>ADVANTAGE</b> (\$50 monthly subscription/ includes IRX/ per applicant pricing)			Product Code - 42 SCN-F00025 *	\$ per month
<input type="checkbox"/> <b>Online Application</b>			Product Code - 42 SCN-F00032 *	\$ per month
<input type="checkbox"/> <b>Job Fit Assessment</b>			Product Code - 42 SCN-F00033 *	\$ per month
<input type="checkbox"/> <b>Online Application &amp; Job Fit Assessment</b>			Product Code - 42 SCN-F00034 *	\$ per month
<input type="checkbox"/> <b>IRX</b> (HR Compliance - \$30.00 monthly subscription)			Product Code - 42 SCN-F00035 *	\$ per month
<b>Totals</b>				\$ per month
<b>One-Time Implementation Fee \$ 200 (Waived for IRX only)</b>				<b>\$WAIVED</b>

\*Monthly subscription based on estimated usage, if usage exceeds estimate, ADP may re-negotiate rates. Additional steps and fees may apply. In order to gain access to credit records, a mandatory physical site visit is required and a one-time \$55 authorization fee applies. SecureHire CUSTOM and ADVANTAGE are not available to organizations providing staffing related services, property management companies and resellers (i.e., companies who screen new hires for other companies). Other non-permissible purposes for ADP's programs may apply.

<b>SECTION C: Required DM Information</b>		<b>DM Code:</b>	<b>Sales Region Code:</b>	<b>Company Code:</b>
<b>MAJORS</b>	<b>DM Name:</b>		<b>DM Phone #:</b>	<b>Platform:</b> <input type="checkbox"/> AP <input type="checkbox"/> EP <input type="checkbox"/> Other

**SECTION D: Account Type (Please check all that apply)**

- FCRA Regulated Account** (Must provide permissible purpose from list below)  **Non FCRA Regulated Account (IRX)**
- Legitimate business need in connection with a transaction initiated by the consumer
- For Employment Purposes
- For the underwriting of insurance as a result of an application from a consumer
- For the extension of credit as a result of an application from a consumer of the review or collection of a consumer account
- For use by a potential investor of servicer, or the current insurer, in validation of, or assessment of the credit repayment risk associated with an existing obligation.

**SECTION E: Billing Information (Please check appropriate box)**

- Direct debit  Net 30 days billing option  Bill any charges from ADP to credit card on an ongoing basis

If paying by CREDIT CARD, please complete the following: (VISA, Mastercard and American Express)

<b>Card Type:</b>	<b>Card Number:</b>	<b>Expiration Date:</b>	<b>Cardholder Name:</b>
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If paying by DIRECT DEBIT, please complete the following and attach a copy of your check to this sales order:

<b>ABA (Transit #):</b>	<b>Account Number:</b>	<b>Bank Name:</b>
<b>Bank Address:</b>	<b>Phone Number:</b>	<b>Contact:</b>

**SIGNATURES - SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

<b>ADP S&amp;SS Authorization:</b>	<b>Date:</b>	If company is exempt, please provide a copy of your exemption certificate and write your TAX ID # here:	
<b>Client Authorization:</b>	<b>Date:</b> 2/23/07	<b>Effective Date:</b>	<b>NOTE:</b> Client Signatory must have authority to legally bind the client. All accounts and locations to be set up must agree to the terms of this Agreement.



## Statement of Terms and Conditions:

If Client has requested access to and been approved for Screening Services that include receiving consumer reports from ADP Screening and Selection Services ("ADP"), then in connection with requesting and/or receiving any reports from ADP, Client certifies and agrees to:

### 1. FAIR CREDIT REPORTING OBLIGATIONS

- A) Review the Notice to Users of Reports: Obligations of Users under the Fair Credit Reporting Act, as amended ("FCRA"), at <http://www.adpselect-info.com/client/pdf/obligationsOfUsersUnderFCRA.pdf> or as otherwise provided by ADP, and perform legal obligations as set forth in such notice. ADP will abide by all of the provisions of the FCRA as they pertain to the obligations of ADP acting as a consumer reporting agency.
- B) Use the information provided by ADP for the permissible purposes (the "Permissible Purposes") only, and only in accordance with applicable law. The Permissible Purposes are: (i) legitimate business need in connection with a transaction initiated by a consumer, (ii) for the underwriting of insurance as a result of an application from the consumer or the review or collection of a consumer's account (iii) for use by a potential investor or servicer, or current insurer, in validation of, or an assessment of, the credit repayment risks associated with an existing credit obligation (iv) for employment purposes. Client may disclose information within any report obtained from ADP hereunder, to the consumer or potential employee who is the subject of such report, in accordance with applicable law. Client certifies that it will use the information only for the specific Permissible Purposes set forth in the Sales Order.
- C) If reports will be used for employment decisions, make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, that a consumer report may be obtained for employment purposes.
- D) Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.
- E) Obtain the proper written authorization from the applicant or potential employee for each consumer report and investigative consumer report prior to requesting any report.
- F) Provide proper additional notice to the applicant or employee, a copy of the report obtained, and a Summary of Rights, as required by the FCRA, if an adverse decision is going to be made due to information in any report obtained from ADP. If reports will be used for employment decisions, Client certifies and agrees to provide such additional notice, copy of the report and Summary of Rights to the applicant or employee in advance of any adverse decision regarding employment.
- G) Ensure that reports will be requested only by Client's designated representatives and only for the Permissible Purposes listed in the Sales Order.
- H) Be responsible for the final verification of the applicant's identity.
- I) Be responsible for the security and dissemination of the customer number provided to Client by ADP.
- J) Receive such communications as ADP deems necessary to ensure client is made aware of changes in procedure or applicable law.

### 2. SERVICES

- A) Client hereby retains ADP, INC. ("ADP") to provide, and ADP hereby agrees to provide, such of the screening services indicated on the Sales Order Form (the "Screening Services").
- B) ADP shall provide Client with operating guidelines containing the procedures for the provision by ADP and use by Client of the Screening Services (the "Guide"). Client understands that the Guide may be amended from time to time by ADP and such amendments will be provided to Client by ADP. Client will execute and deliver to ADP any documents and forms as ADP deems necessary to provide to Client the Screening Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations.
- C) ADP will follow reasonable quality assurance procedures with respect to obtaining reports hereunder. However, Client recognizes that information within such reports is obtained and managed by fallible

sources and ADP does not guarantee or ensure the accuracy or depth of information provided.

- D) The parties acknowledge and agree that ADP will not be deemed to be providing legal advice to Client in connection with the Screening Services.
- E) Client shall not use ADP's or its affiliates' names or marks without ADP's prior written consent.
- F) Prior to the commencement of ADP's provision of Screening Services, Client shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP's designated contact for the Screening Services (the "Client Contact"). Client hereby represents and warrants to ADP that the Client Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Client and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Screening Services.
- G) If Client requests additional services not specified in this Agreement, and ADP agrees to provide such services, (i) such services will be subject to the applicable terms of this Agreement, and (ii) unless otherwise agreed in writing, Client will pay ADP's then prevailing fees for any such Services.
- H) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SCREENING SERVICES.
- I) This provision applies to any services which are provided via the Internet or which Client may access via the Internet. The security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruption of communications through the Internet, or (iii) changes to or losses of data. In order to protect Client's data, ADP may suspend Client's use of the Screening Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.

### 3. ESTABLISHMENT OF ADDITIONAL ACCOUNTS

- A) ADP will make available additional accounts to Client upon written request of the client.
- B) Client will provide such information, as ADP requires for establishing additional accounts.
- C) Client will ensure that the additional accounts established at the request of the client by ADP are for permissible purposes (the "Permissible Purposes") only, and only in accordance with applicable law. The Permissible Purposes are: (i) legitimate business need in connection with a transaction initiated by a consumer, (ii) for the underwriting of insurance as a result of an application from the consumer or the review or collection of a consumer's account (iii) for use by a potential investor or servicer, or current insurer, in validation of, or an assessment of, the credit repayment risks associated with an existing credit obligation (iv) for employment purposes.
- D) Client will ensure that the additional accounts and all information received from ADP hereunder is used in strict compliance with all provisions of the FCRA, the Drivers Privacy Protection Act, as applicable, the Americans with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including (if applicable) federal and state equal opportunity laws and regulations.

### 4. FEES; TAXES; PAYMENTS

- A) Client shall pay ADP for the Screening Services at the rates set forth in the Sales Order; provided, however, that ADP may increase prices at any time upon at least 30 days prior written notice to Client. A service fee will apply when ordering the New York Consolidated Criminal History Report.
- B) In the event that, due to changes in legal requirements in connection with the Screening Services, ADP is required to provide additional services not otherwise included in the Screening Services, such additional services shall be provided subject to additional charge. In addition, if any change in the implementation of the Screening Services



occurs that requires ADP to devote resources, expend time or otherwise incur costs not contemplated by this Agreement, Client agrees to pay such additional costs as are required in accordance with ADP's standard change control policy.

- C) Client will pay to ADP all applicable sales, use or similar taxes levied or based on this Agreement, exclusive of taxes based on ADP's net income.

#### 5. LIABILITY

- A) ADP's liability under this Agreement for damages under any circumstances for claims of any type or character arising from or related to the Screening Services will be limited in each instance to the amount of actual damages incurred by Client, provided however, that in no event will ADP's aggregate liability hereunder during any calendar year exceed three (3) times the average monthly fee paid by Client to ADP for the Screening Services during such calendar year, except to the extent such claims arise out of ADP's failure to comply with applicable law. **IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES IN CONNECTION WITH THE SCREENING SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- B) Each of ADP and Client will use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Screening Services. Nothing in this Agreement is intended to limit either party's obligation to mitigate damages.
- C) ADP and the Client shall not be liable for any delay or failure to perform under this Agreement resulting, directly or indirectly, from strike, fire, war, insurrection, riot, power failure or a circumstance beyond ADP's reasonable control. In case of errors or lost data caused by power failure, mechanical difficulties with information storage and retrieval systems, or other events not attributable to its own negligence or willful misconduct, ADP's sole obligation will be to use its reasonable efforts to reconstruct any records maintained by ADP and to amend any reports prepared by it which may have been affected by such event, at its own expense.
- D) The parties acknowledge that the fees for the Screening Services to be provided hereunder reflect the allocation of risk as set forth in this Section 5. This Section 5 sets forth the full extent of ADP's liability hereunder for any claim against ADP, and sets forth Client's sole remedies.

#### 6. TERM AND TERMINATION

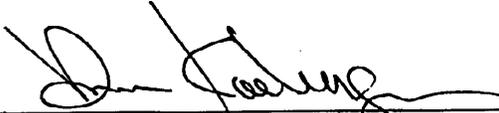
- A) This Agreement shall continue in effect until terminated as set forth herein. Either party may terminate this Agreement at any time on 30 days prior written notice. If Client fails to pay any amount due hereunder within 30 days after the due date thereof then ADP may by written notice to Client terminate this Agreement.
- B) If either party (a) defaults in the performance of its obligations hereunder and such failure continues for a period of 30 days after receipt of written notice thereof (specifying in reasonable detail the nature of such failure), (b) commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of its property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency, or (c) has any material adverse change in its financial condition, then, in any such event, the other party may, upon written notice thereof, terminate this Agreement.
- C) Within ten (10) days following ADP's request, Client shall make available to ADP for audit such records as ADP requires under any audit requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, and to review Client's compliance with all applicable laws and regulations relating to the Screening Services being provided to Client.
- D) If ADP determines that Client has failed to comply with any provision of Statement of Terms of this agreement, ADP may, at its sole discretion and upon notice to Client, immediately terminate the Screening Services.
- E) If the Screening Services are terminated pursuant to this Section 6, Client will immediately pay all fees and charges invoiced by ADP to Client relating to the Screening Services, and shall pay to ADP promptly upon invoice all amounts due for Screening Services provided up to the date of termination. Upon termination of this Agreement, all rights granted to Client hereunder will become null and void, all materials provided by

either party to the other hereunder will be returned promptly and ADP shall have no further duties or responsibilities to Client with respect to the Screening Services.

#### 7. CONFIDENTIALITY

- A) All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party.
- B) The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights under this Agreement.
- C) In addition, ADP may also disclose Client Confidential Information (I) to the extent that disclosure of such information is required to perform the Screening Services, or (II) as ADP requires under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority).
- D) For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Screening Services, but does not include (a) information that is already known by the receiving party without an obligation of confidentiality, (b) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes the Guide and any ADP operating guidelines which may be provided hereunder and all trade secrets, processes, proprietary data, information or documentation related thereto of ADP or its affiliates and any pricing or product information furnished to Client by ADP or its affiliates.

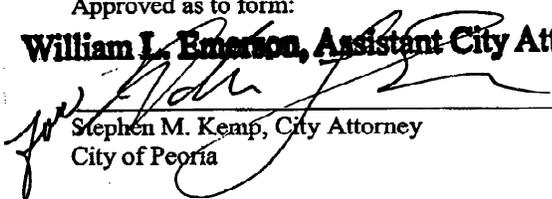
CITY OF PEORIA, ARIZONA  
A Municipal Corporation



Herman Koebergen, Materials Manager  
City of Peoria

Approved as to form:

**William L. Emerson, Assistant City Attorney**



Stephen M. Kemp, City Attorney  
City of Peoria

Attested by:



Mary Jo Kief, City Clerk  
City of Peoria

