



AMENDMENT TO THE EQUIFAX WORKFORCE SOLUTIONS SERVICE AGREEMENT

This Amendment is accepted and agreed to by the following authorized representatives of the parties and each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date written below.

Table with 2 columns: CLIENT and ADDRESS. Includes fields for Signed By, Printed Name, Title, and Date for both parties: County of Gila and TALX Corporation.

This Amendment ("Amendment") is by and between TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS") and County of Gila ("Client"), and is effective as of October 1, 2012 ("Effective Date").

WHEREAS, the parties desire to amend the Agreement, as set forth herein and hereby reaffirm and ratify each of the terms and conditions in the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

Amendment to

- 1. Fee. The annual fee to be paid to EWS for the Service to be rendered or Client and its subsidiaries or affiliates listed shall be \$2500 per year payable in equal quarterly installments of \$625.
2. Excess Claims .Should the number of claims received in an agreement year exceed 105% of the workload estimate below, a fee of \$12 per claim will be payable to EWS for each excess claim.

Table with 2 columns: Transaction Item(s) and Workload Estimate. Lists Unemployment Claims (30), Hearing Consultation Provided (4), and Number of State Unemployment Accounts (1).

In the event Company terminates this Agreement prior to the end of an agreement year, EWS will calculate a monthly pro rata threshold for Unemployment Claims and Company will be responsible for a pro rata share of the excess claims for the agreement year in which such early termination becomes effective.

LRD October 1, 2012
APPROVED AS TO FORM!
BRYAN B. CHAMBERS
CHIEF DEPUTY COUNTY ATTORNEY

EWS Amendment

Approved As To Legal Form
Initials: RB
Date: 10/9/12

threshold will be calculated by dividing the annual Unemployment Claims Workload Estimate below by 12. The monthly pro rata threshold for Unemployment Claims will then be multiplied by the number of completed months of the agreement year in which the termination becomes effective. The total of this calculation will represent the calculated pro rata threshold. If the total claims processed during the completed months of the terminated agreement year exceed the calculated pro rata threshold, Client will be responsible for paying the excess claim fee stated above for each excess claim. For the avoidance of doubt, this language does not give Company any additional right to terminate this Agreement.

3. **Term Renewal-**The Term of the Agreement is extended for an additional two [2] years, through 07/31/14 and shall automatically renew for successive one year term unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term.
4. **Relationship to Parties-** EWS is an independent contractor of the County. EWS represents that it has or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed by EWS that EWS shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither EWS nor any employee of EWS shall be deemed an officer, employee, or agent of the County.
5. **Non-Appropriations Clause-** EWS acknowledges that the County is a Governmental Entity, and the contract validity is based on the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to EWS of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirement of this contract, but only as an emergency fiscal measure.
6. **Governing Law.** Both parties agree that this contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.
7. **Cancellation pursuant to A.R.S. 38-511.** This Contract is subject to the cancellation provisions of A.R.S. 38-511.

Effect of Amendment; Entire Agreement. This Amendment together with the Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the Agreement between the parties as to the subject matter of the Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. In the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement, the specific terms and conditions set forth in the Amendment shall govern.

Miscellaneous; Other Terms. Neither this Amendment nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.