



Client Service Agreement

Staffing Solutions, Ltd. is available to service your staffing requirements on a daily basis. Staffing Solutions, Ltd. and the City of Vicksburg (hereinafter also referred to as City) hereby entered into this Service Agreement. Staffing Solutions, Ltd. can be reached at anytime to discuss the City's staffing needs. In addition, Staffing Solutions, Ltd. may conduct on-site visits during normal business hours of City to ensure compliance with Service Agreement and workers' compensation.

Staffing Solutions, Ltd. pays its employees on a weekly basis. Staff Solutions, Ltd. pay period begins on Sunday and ends on Saturday. The City agrees that the Division Head for each City Department wherein workers are requested will be the City's designated representative(s). The Division Head(s) will approve timecards on behalf of the City. All employees are responsible for turning in a completed timecard to Staffing Solutions, Ltd. each Monday by 9:00 A. M. signed by themselves and the authorized City representative. It is understood that hours worked in excess of 40 hours per pay period will be calculated at the overtime rate of 1.5 the regular hourly rate.

The bill rate to the City is 1.51% of the employee's pay rate. The hourly billing rate is calculated based upon the type of work the City requests. In any case, Staffing Solutions, Ltd. will not pay workers for the City more than the City pays it workers as an hourly rate for the same or similar type job/work. Included in the rate are gross payroll costs, FICA, FUTA, SUTA, Worker's Compensation Insurance, General Liability Insurance and Staffing Solutions, Ltd.'s profit margin.

The City will be billed weekly. It is agreed that payment is to be remitted promptly upon receipt of the invoice. If necessary, interest shall be charged at the rate of 1.5% monthly on unpaid invoices over 45 days old. If legal assistance is required for collection of fees, the City will assume the burden of payment for all legal expenses incurred by Staffing Solutions, Ltd..

In the event of an injury involving a Staffing Solutions, Ltd. employee, it is most important we be contacted immediately regardless of the severity of the accident or the time. It is Staffing Solutions, Ltd.'s commitment and policy to promptly arrange for the medical treatment of the injured employee and conduct an accident investigation.

If the City requires Staffing Solutions, Ltd.'s employees to operate a company owned vehicle or machinery, the City will sign an Operator's Release Agreement. Attached hereto as Exhibit "A" is a copy of said Agreement.

In case of change of duty assignment by City of Staffing Solutions, Ltd. employee(s), City will notify Staffing Solutions, Ltd. in writing of the change of duties. Staffing Solutions, Ltd. must authorize or approve any changes in the work assignment(s) in writing.

Staffing Solutions, Ltd. has and will maintain throughout the life of this Agreement, Worker's Compensation Insurance with full limits as dictated by statutes covering employees assigned to the City. If any direct claim for Workers' Compensation benefits or awards is asserted against the City by any of Staffing Solutions, Ltd. employees, Staffing Solutions, Ltd. shall indemnify and hold the City harmless from and against any such claims to the extent of all benefits and awards, cost of litigation, disbursements, and reasonable attorney's fees the City may incur. Staffing Solutions Ltd. has and will maintain in effect throughout the life of this Agreement a General Liability Insurance policy written on an occurrence basis providing a limit of \$1,000,000. Staffing Solutions, Ltd. will conduct on-site investigations of all claims resulting in property loss or damage and reserves the right to obtain the services of other professionals

including law enforcement to determine cause of loss or damage and make determinations of guilty parties. Staffing Solutions, Ltd. shall indemnify and hold the City harmless from and against any such claims to the extent of all benefits and awards, cost of litigation, disbursements, and reasonable attorney's fees the City may incur regarding claims resulting in whole or in part from the liability of Staffing Solutions, Ltd. employees.

Staffing Solutions, Ltd. also reserves the right to determine cause of loss or damage and make determinations of guilty parties. Staffing Solution, Ltd. further reserves the right to obtain second and third estimates on repairing damage as a result of negligence on the part of our employees. The City agrees to immediately report any claim directly to Staffing Solutions, Ltd.

Staffing Solutions, Ltd. conducts reference checks including verifiable employment. We also perform drug screens, criminal history investigations, including but not limited to sexual offenders back ground checks, and DMV reports at no cost to the City. Any background check that has negative information will be reviewed with the City's Human Resource Director prior to hiring for City.

Staffing Solutions, Ltd. employees are referred on the basis of qualifications without regard to age, sex, creed, color, national origin, or disability. The City agrees to comply with OSHA, if applicable, EEO, EPA, ADA, or any other applicable laws and regulations including the above mentioned laws that may be applicable to the City of Vicksburg.

The City will not permit assigned employees to perform cashier type functions such as handling cash, or other valuables such as vouchers of any kind without Staffing Solutions, Ltd.'s written permission. If assigned employees are left unattended, in fulfilling this type of work, the City accepts full responsibility.

Staffing Solutions, Ltd. agrees to maintain complete human resource and payroll records for employees assigned to the City for seven (7) years. Staff Solutions, Ltd. will compute their employees' wages and withhold all applicable Federal, State, Local and Federal Social Security payments. Staffing Solutions, Ltd. will remit employee withholdings to the proper government authorities and make appropriate employer contributions for FICA and unemployment insurance payments. Staffing Solutions, Ltd. will pay net wages and fringe benefits, if any, to our employees. Finally, at the request of the City for any reason, Staffing Solutions, Ltd. will remove from the worksite any of our employees assigned to the City.

Employees of Staffing Solutions, Ltd. are assigned to the City on a temporary basis. If the City places an employee on its payroll or as a consultant or utilizes this employee through another staffing service within six months after the termination of this employee's assignment, Staffing Solutions, Ltd. will not charge a placement fee.

Staffing Solutions, Ltd. encourages the City to consider all of our assigned employees for a career position with their organization. Staffing Solutions, Ltd. employees will remain on its payroll until the City requests they be transferred to the City's payroll. If a Staffing Solutions, Ltd. employee has worked a total of 12 weeks with an average of 40 hours per week, no placement fee will be assessed. If the City chooses to transfer our employee to its payroll anytime during the 12-week period, a placement fee will be calculated and communicated to the City as follows: a direct placement fee is 12% of the annual salary of the worker. This fee will be prorated based upon the time the employee worked for City. For example, if employee worked for City for 9 weeks, the fee will be calculated on the remaining 3 weeks.

Staffing Solution, Ltd. will also supply the City with seasonal and or part time workers at an hourly rate of pay not to exceed what the City pays its workers for the same or similar type work. However, the City must guarantee for seasonal and or part time workers a 4 hour daily minimum.

The City shall not advance cash or valuables to any employee assigned by Staffing Solutions, Ltd. and shall have no right to offset or recoup any advances against any amount owed to Staffing Solutions, Ltd.

This Agreement represents the entire agreement of the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement, and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

The terms of this Agreement should begin as the date shown below and should continue in effect until canceled by either party in writing.

Staffing Solutions, Ltd.

City of Vicksburg

Signature

Date

Signature

Date

Mike Smith 1-30-18



OPERATOR CONTRACT AGREEMENT

At the request of The City of Vicksburg; Staffing Solutions Ltd. is including this addendum to the Client Agreement with respect to the term Operator. It is agreed that Staffing Solutions Ltd. will provide "Operators" to drive city owned equipment. This would include but not be limited to CDL Truck Drivers, Pickup Truck Drivers, Backhoe Operators, Trackhoe Operators, and Street Sweeper Operators, It is understood that Staffing Solutions Ltd. will only provide Operator employees that are trained to operate that specific type of equipment and The City of Vicksburg will provide a job description that includes the specific operator requirement and duties.

Staffing Solutions Ltd.

City of Vicksburg

Mike Smith 1/30/18
Signature Date

Signature Date

Exhibit "A"