



May 19, 2021
 City of McCleary
 100 South 3rd Street
 McCleary, WA 98557

Dear Wendy & City of McCleary,

Thank you for your interest in the recruiting and staffing capabilities of Express Employment Professionals. Express specializes in finding the right person to meet your job requirements and qualifications. We eliminate the headache associated with hiring, administering unemployment and other payroll related issues. All you have to do is sign the associate's time card and pay the invoice. We will:

* Advertise	* Check references	* Pay worker's compensation insurance.
* Recruit	* Orient to assignment	* Pay Social Security taxes
* Screen	* Pay our associate	* Record W-4 & I-9 information
* Test	* Pay unemployment tax	* Guarantee our associate*
* Interview	* Pay Sick Leave	* Invoice weekly

Is it your company's standard hiring practice to run a criminal background check on all candidates that are extended an offer? _____

If yes, please list the charges that would adversely affect receiving employment with your company for this position? _____

**We always give you the four hour guarantee, should an employee not perform to your satisfaction. However, with satisfied service our employee(s) will be guaranteed a minimum of four hours pay.*

We are constantly recruiting, evaluating, testing, and background checking candidates that possess the hard and soft skills to be a positive contributor to our clients. The following rates reflect hourly pay rates, and evaluation hire rates (assuming 720 hours before conversion). Should the actual pay rates be higher or lower, we can extrapolate the bill rate.

Evaluation Hire/Temporary Option

This option allows City of McCleary to fulfill seasonal needs and observe candidates before making them part of your team. You can evaluate their skills, compatibility with your company culture and competence in the position while they remain an associate of Express. All Evaluation candidates go through the same screening process covered above. The evaluation period would be 720 hours (approximately 90 working days) but can be adjusted to your needs. Express will invoice City of McCleary weekly for the hours worked using a bill rate that is comprised of the associate pay rate, payroll burden, and the Direct Hire fee spread over the agreed upon evaluation period. If either the associate or City of McCleary ends the evaluation period early, the hours accumulated may be used towards fulfilling the evaluation period of a replacement. You pay for the hours worked without having to deal with recruiting, workers comp, unemployment, etc.

	General Laborers WC-7113	Office Clerical Support WC-7105
Hourly Rate	\$15.00	\$15.00
Evaluation Hire Hourly Service Rate	\$22.77	\$22.17

Client Initials _____



Points of Contact for City of McCleary with Express

The following individuals are committed to providing City of McCleary with outstanding customer service in the area of staffing and recruiting:

Name	Position	Email Address	Phone #
Courtney Vega	Employment Specialist	courtney.vega@expresspros.com	360-890-1904
Anna Stone	Employment Specialist	Anna.stone@expresspros.com	360-480-3056
Jessica Cruz	Timecards, Invoices, Accounts Receivable	jessica.cruz@expresspros.com	360-533-6755
Nicole McEntyre	Office Manager	nicole.mcentyre@expresspro.com	360-480-4683
Reid Bates	Owner	reid.bates@expresspros.com	360-561-9239
Barbie Smith	Business Developer	Barbie.smith@expresspros.com	360-986-6903

We would be delighted to work with you City of McCleary in placing the right person in these important roles. Please indicate your acceptance by initialing this letter and signing the attached Staffing Agreement and Direct Hire Agreement. If you have any questions or concerns, please feel free to call or email at any time. We appreciate the opportunity to do business with you.

Regards,

Barbie Smith

Barbie Smith
Business Developer
Express Employment Professionals
601 W Wishkah
Aberdeen, WA 98520
(360) 533-6755



Thank you for providing Express Employment Professionals the opportunity to assist you with your staffing needs. We appreciate your business and look forward to a long and mutually beneficial relationship.

Enclosed is information regarding our Safety and Health Policy and Right to Know Policy, the safety of our associates and prevention of occupational injuries is very important to us. It is our first priority at all times. To help ensure that occurs we ask that all employers maintain a safe work environment at all times and that each Express associate be included in all workplace safety activities.

In accordance Washington Regional Directive 1.15 (WRD 1.15) Dual Employers & DOSH Enforcement, Express provides basic OSHA and WISHA training and provides some site-specific training as provided and agreed upon by you and Express. Unless other wise agreed upon, you will provide all work site safety training, Personal Protective Equipment (PPE) use and care training, and issue required PPE to all Express Associates assigned to your work place. Together we can provide a safe and healthful work place.

If an Express Associate does sustain a job-related injury, notify us immediately and complete the incident investigation as required by your policies. Our associate has been instructed to contact us as well, we will further advise the Associate at that time. If the incident is more serious in nature, please ensure the Associate receives prompt appropriate medical attention and that someone contacts us.

In order to ensure their safety our Associates ***can not*** perform work in the following conditions:

- | | |
|---------------------------------|--|
| Over 6 feet off the ground | In trenches deeper than 4 feet |
| Working with energized circuits | In confined spaces |
| On navigable water way | In occupied residential dwellings |
| Supervising children | Lifting of 50 pounds or more unless assisted |

If you require forklift operators it is your responsibility to ensure forklift specific training and supervision. If you require our associates to perform duties or in a location other than originally intended, you agree to notify us.

We appreciate our working relationship with you and want to have a mutually beneficial Accident Prevention Program (APP) that takes all reasonable actions to ensure the Safety and Health of our workers. Please contact us if we can help you with any part of the APP or work place safety.

Sincerely,

Nicole McEntyre
Office Manager
Express Employment Professionals
601 W Wishkah St, Aberdeen, WA 98520

I have read and understand the guidelines noted above:

Print Name

Initials

Date

Safety and Health Policy

The prevention of work-related injuries and illnesses is of such importance that it is always given top priority .

Express requires all client companies to have an accident prevention program that emphasizes safety and health measures in each job task so that safety, health, and job performance become inseparable. All associates must follow the Occupational Safety and Health Act requirements and the safety policies and procedures of the client company.

Some of the tools used to reduce work hazards include safety orientation for new and transferred associates, timely and appropriate training, a management/employee safety committee, an active self-inspection program, proper mechanical guards, and personal protective equipment.

All Express associates are provided worker's compensation insurance according to law in the event of an injury arising out of, and within the scope of, employment.

The Hazard Communication Standard...Right to Know

The Hazard Communication Standard implements the "Right to Know Act" related to the work place. The standard set requirements for information and training with hazardous chemicals used in the work place. Federal law requires all states to comply with hazard communication regulations.

The client company where associates are assigned should:

- Advise about any operations in areas involving hazardous chemicals.

- Advise about the location and availability of written hazard communication program, including the list of hazardous chemicals and data sheets.

- Advise if work will involve exposure to hazardous chemicals and how to:

 - Detect the presence or release of hazardous chemicals.

 - Determine physical and health hazards of hazardous chemicals in the work area.

 - Protect individuals through work practices, emergency procedures, and protective equipment.

- Understand the Hazard Communication program. This should include an explanation of the labeling system, material safety data sheets, and instructions about how to obtain and use hazard information.



Staffing Agreement

Office Number and Location:

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____ Date: _____

Agent's Name (please print): _____ Title: _____

Agent's Signature: _____



New Account Information

Client		Telephone No.		Fax No.		Contact	
Address				City		State	Zip
Type of Business		Business Start Date	Years at Address	CEO/Owner/Partner/Proprietor			No. Employees
Type of Organization <input type="checkbox"/> Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Ind. Prop. <input type="checkbox"/> LLC <input type="checkbox"/> Other			Reason for Associates		No. of Associates		Hours per Week
Party in Charge of Accts. Payable		PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Terms are: Payments due 10 Days from Date of Invoice			
Person Accepting Our Terms		Title		Social Security Number/Tax ID Number			
Primary Bank Used		Telephone	Account No.		Account Representative		
Type of Account		Date Opened	Avg. Checking Balance \$	Hi Balance \$		Avg. Balance \$	D&B Rating
Loans Outstanding <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured		Current. Loan Balance \$	Hi Balance \$	Avg. Balance \$	Payment History <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor		
Bank Credit Rating		SIC Code	Comments:				

CREDIT REFERENCES			For Express Services Use Only			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct. Opened	Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.	Comments:			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.	Comments:			
Name of Supplier		Type of Business	Credit Limit \$	Date Acct Opened	Account Avg. \$	Account High \$
Address		Contact	Avg. Days to Pay	Terms	Rating <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	
Telephone No.		Fax No.	Comments:			

TERMS AGREEMENT BUILT INTO CREDIT APPLICATION

The undersigned, in consideration of extending credit to aforesaid business, individually, jointly and severally as individuals unconditionally guarantee the payment of any and all future obligations of the said company which may be owing to Express Services, Inc. upon demand including reasonable attorney's fees and all costs and other expenses incurred by Express Services, Inc. in collecting an indebtedness of the aforesaid customer. Notice is waived. This is a continuing guarantee. Should a lawsuit be necessary to enforce the guarantee, venue is waived and suit may be brought in Oklahoma City, Oklahoma. A photocopy or facsimile copy of the account application and signature shall be valid as an original thereof.

All information given above is correct to the best of the undersigned's knowledge. It is agreed that: (1) charges for temporary help are labor related and due 10 days from the date of invoice; (2) creditor is authorized to investigate credit, banking and financial history and to disclose findings of that investigation as necessary.

Signature			Date		
CREDIT APPROVAL		Approved By	Credit Limit \$	Terms	
Source Code	Client Account No.	Complete By		Checked By	Date