

Almond & Associates

Search Consultants

February 7, 2013

Dear Carol:

Thank you for the opportunity to assist you with your Temporary Positions. I have outlined below the terms of our temporary rate, the optional temp to hire program, and our direct hire option. Please note that both the direct hire and optional hire programs include a ninety day guarantee. If the candidate does not remain employed with your company for any reason during the first ninety calendar days of employment, that candidate will be replaced without an additional fee.

- ✧ *Temporary Hire:* If you choose to hire our candidate as a temporary employee the bill rate is a 1.65 mark-up of the candidate's hourly pay rate. For example, if we were to find a candidate at a \$14.00 pay rate the bill rate to the City of Fife would be \$23.10 per hour. This amount covers payroll, FICA, state and federal unemployment taxes, worker's compensation taxes, and our service charge. Invoices are sent out weekly and are due upon receipt.
- ✧ *Direct Hire:* If you choose to hire our candidate as a permanent employee through our direct hire program, we will send you an invoice for a flat fee. Based on standard industry practices, that fee will be 15% of our candidate's annual salary.
- ✧ *Optional Hire:* This is a pay as you go program that rolls 15% of the candidate's first year's annual salary into a 520 hour program. For example, based on the rate of \$14.00 per hour, the bill rate would be \$26.32 per hour. This bill rate includes payroll, FICA, state and federal unemployment taxes, worker's compensation taxes, and our service charge. Invoices are sent out weekly and are due upon receipt. When our candidate has completed the required 520 hour program, he/she would move to your payroll as your employee. Utilizing the Optional Hire Program, we guarantee to replace our candidate if he/she is terminated or leaves your employment for any reason during the length of the program (520 hours). We guarantee only to replace our candidate, not to fill a different position or to refund the placement fee. You will be credited for the time utilized against a replacement person. For example, if our candidate worked 200 hours on the program, the replacement person would only need to complete 320 hours before being placed on your payroll.

Temporary Hires are employees of Almond & Associates, and not the City of Fife. Optional Hires are employees of Almond & Associates and not the City of Fife during the optional hire program period.

A placement fee will be charged in the event a referral from Almond & Associates forms a business relationship with The City of Fife or an affiliated company within one year from the last contract date with our referral.

All workers supplied by Almond & Associates perform under your direct supervision and control. Under no circumstances does Almond & Associate perform or take responsibility for any work actually performed by the supplied worker. Almond & Associates shall not be responsible for any claims for work performed or any other act or inaction of the supplied worker. Please note that all of our candidates go through our detailed prescreening process prior to being sent to you for consideration. This includes interviews and online testing to qualify their skills. We also utilize the background checking agency, ADP Screening and Selection Services, to ensure every temporary or permanent candidate you hire has no criminal history.

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Our company conforms to all government regulations pertaining to equal opportunity, and will not discriminate, or refer to you, candidates on the basis of race, creed, citizenship, color, religion, gender, national origin, marital status, age, pregnancy, veteran status or sexual orientation, nor disability nor handicap.

Any suit or action arising under or in relation to this Agreement, or the performance or breach hereof, shall be brought only in the Superior court for the State of Washington, in and for Pierce County, and the parties hereby consent to the jurisdiction of such court and the venue of any such action therein. The prevailing party in such proceeding shall be entitled to recover all of its costs and expenses incurred in connection therewith, including its reasonable attorney's fees.

Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent permitted by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability including reasonable attorney fees. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

Thank you again for the opportunity to assist with your staffing needs. I look forward to assisting you with future positions.

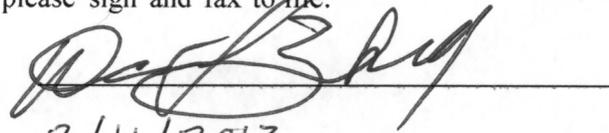
Best regards,



Byron Conforti

If this summary is consistent with your understanding of our agreement please sign and fax to me.

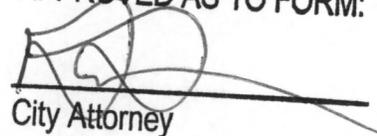
SIGNATURE:



DATE:

2/11/2013

APPROVED AS TO FORM:



City Attorney