



STAFFING AGREEMENT FOR TEMPORARY LABOR SERVICES

Branch: Yuma Salesperson: Glara Pina Date: 2/19/2022

Client Name: City of San Luis

CLIENT CREDIT INFORMATION

CLIENT INFORMATION

City of San Luis
Corporate Name
Trade Name (Doing Business As) Invoice To: []
1090 E. Union St.
Primary Address
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579
Contact Name Phone Number

BILLING INFORMATION

P.O. Box 1170
Primary Address Line 1
1090 E. Union St.
Primary Address Line 2
San Luis AZ 85349
City State Zip
Maria Munoz 928-341-8579 928-722-6773
Contractor Phone Number Fax Number
Are purchase orders required? Yes [X] No []

Government
Legal Status (i.e. Corporation, Partnership, etc.)

1979
Year Incorporated / Started

Name of predecessor / affiliated companies

Owners(s) Names

86-03766641
Tax id # / SS#
NACIS#

Contractor's Professional License # / Bond

David Espitia
Accounts Payable Contact Name

Despitia@sanluisaz.gov
Accounts Payable Email

928-341-8553
Accounts Payable Phone Number

mailed
Invoicing Preference: Mailed/ Electronic

Hrdept@sanluisaz.gov
Email for Invoices

Preferred Payment Method: Check [] CC [] ACH []

Customer Average Net Pay

BANK REFERENCES

1st Bank Yuma
Bank Name
San Luis
City

Maria Gonzalez
Contact
AZ 85349
State Zip

0520000005
Account Number
Date Opened
Line of Credit: Yes [] No [X]

TRADE REFERENCES

Botach Inc
Name
Leslie Peoples
Contact
(213) 595-6496
Phone Number
Date Opened
High Credit

Dana Kepner Company LLC
Name
Chia Vang
Contact
(303) 623-6161
Phone Number
Date Opened
High Credit





HireQuest or HireQuest Direct, as the case may be, ("HIREQUEST") will
 1. Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following:
 2. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
 3. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's worksite, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses, and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT. In addition, HIREQUEST, as the common law employer, has the right to physically inspect the worksite and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT's safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST's employment policies relating to Assigned Employee conduct at the worksite

CLIENT will:

1. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
2. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off the ground, including, but not limited to ladders, roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST's express prior written approval or as strictly required by the job description provided to HIREQUEST;
3. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - 3.1. provide Assigned Employees with appropriate safety and training information and Personal Protective Equipment, including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE.
 - 3.2. provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, add as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - 3.3. provide adequate notice to Assigned Employees and HIREQUEST of any unsafe conditions or potential hazards at the workplace.
 - 3.4. refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - 3.5. respond within a reasonable time to HIREQUEST's inquiries regarding working conditions at CLIENT's worksite and make CLIENT's worksite and records available for inspection by HIREQUEST prior to and during Assigned Employees' assignments;
 - 3.6. notify HIREQUEST immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - 3.7. maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST'S discretion, applicable to Assigned Employees;

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST and Affiliates are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST time slip and the HIREQUEST Rate Agreement. In the event the undersigned submits a time slip(s) or timesheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the HIREQUEST time slips of which copies are available upon request and incorporated herein by reference.

The undersigned hereby certifies that the information in this Staffing Agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which services are to be extended. The undersigned understands that HIREQUEST may utilize other sources of information, which it considers necessary in making its determination to extend services. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination, authorizes creditors to release information pertaining to our credit history, and authorizes investigation into CLIENT's credit via credit bureau reports

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement, together with the Rate Agreement and HIREQUEST time slips, represent the whole agreement of the parties and no modification or variation shall be deemed valid unless a subsequent written agreement is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be _____ county, _____. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices that are not paid within 30 days from the invoice date.

Louie Guafariz 8/11/22

Printed Name | Date

 Client Authorized Signature

Gloria Lopez 8/11/2022

Printed Name | HireQuest Representative

 HireQuest Representative Signature

Personal Guaranty: (If in business less than 2-years)

In consideration of the substantial direct and indirect benefits derived by Guarantor from the extension of services to CLIENT pursuant to this agreement, the undersigned Guarantor hereby unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the punctual payment when due of all present and future obligations of CLIENT under this agreement including all costs and fees (including attorneys' fees) incurred by HIREQUEST in the collection of such amounts. Guarantor agrees that HIREQUEST need not attempt to collect any funds from CLIENT to enforce the obligations of this Guaranty.

Guarantor

Printed Name

Date



Supplement to Staffing Agreement for Temporary Labor Services

This supplement to the Staffing Agreement for Temporary Labor Services ("Supplement") is made this 5th day of August 2022 between:

Hire Quest or Hire Quest Direct	The City of San Luis
a Foreign Limited Liability Company organized under the laws of Arizona ("HIREQUEST") and	a municipal corporation organized under the laws of Arizona ("CLIENT").

I. INCORPORATION BY REFERENCE

By this reference, this Supplement incorporates the Staffing Agreement for Temporary Labor Services ("Staffing Agreement") attached as Exhibit A.

II. INDEPENDENT CONTRACTOR RELATIONSHIP

HIREQUEST agrees that in rendering all services under the Staffing Agreement, HIREQUEST and Assigned Employees (as described in the Staffing Agreement) will act and be considered for all purposes as independent contractors to the CLIENT, not as an employee of CLIENT.

III. COMPLIANCE WITH ALL LAWS

HIREQUEST shall comply with all applicable laws, including but not limited to:

3.1 Required e-verify: Under A.R.S. § 41-4401(A), the HIREQUEST warrants its compliance with all federal immigration laws and regulations related to its Assigned Employees, employees, and its compliance with § 23-214, subsection A, Everify. HIREQUEST's breach of this warranty shall be deemed a material breach of the Staffing Agreement subject to penalties up to and including termination of the Staffing Agreement. The CLIENT retains the legal right to inspect the papers of any contractor, subcontractor, or employee who works under this Staffing Agreement to ensure that HIREQUEST or its subcontractor or subcontractors comply with this warranty.

3.2 Notice of Arizona Conflict of Interest Law: This Contract may be canceled if there is a conflict of interest under A.R.S. § 38511.

3.3 Workers' Compensation: HIREQUEST shall provide Workers' Compensation for Assigned Employees in coverage amounts as required by Arizona law.

IV. INSURANCE

In addition to Worker's Compensation coverage, HIREQUEST shall carry, at a minimum, the following levels of insurance and, upon execution of the Staffing Agreement and this Supplement,

will provide a certificate of insurance showing that such coverage is currently in force: Commercial General Liability, \$1 million each occurrence and \$1 million in the aggregate, covering bodily injury, property damage, and personal injury. HIREQUEST shall name CLIENT (the City of San Luis, Arizona) as an additionally insured. HIREQUEST shall submit to the CLIENT a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

V. INDEMNIFY

HIREQUEST shall indemnify, hold harmless, and defend the CLIENT, the CLIENT's elected officials, officers, agents, and employees from all suits and action, including reasonable attorneys' fees and all costs of litigation and judgment against the CLIENT as a result of loss, damage, or injury to person or property due to any action or omission by the Assigned Employees HIREQUEST sends to the CLIENT.

The parties have executed this Supplement on the day, month, and year in the first paragraph of this Supplement, which is the date the last party signed.

City of San Luis, Arizona



Lizandro Galaviz, Acting City Manager

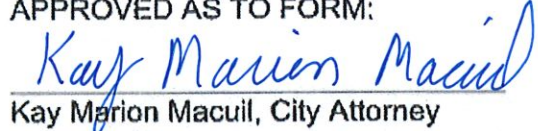
Date: 8/17/22

ATTEST:

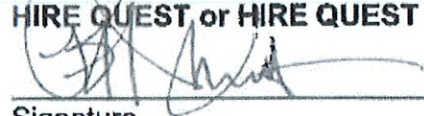


Melissa Lopez, Deputy City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil, City Attorney

HIRE QUEST, or HIRE QUEST DIRECT



Signature

Brett Johnson

Print Name

Date: August 5, 2022



City of San Luis
Arizona Rate Agreement
2022

<u>Description:</u>	<u>Bill Rate Per Hour</u>
General labor(unskilled)	\$23.95
General labor(Heavy Lifting/Demo)	\$25.95
Semi Skilled(without tools)	\$28.95
Skilled Journeyman	\$39.95
Heavy Equipment Operator	\$44.25

Above rates are subject to change in accordance with federal & state government regulations. Client agrees to pay for a minimum of four (4) hours per day per employee. The Client also agrees to be billed for overtime hours at a rate of time and a half for each HIREQUEST DIRECT employee who works an excess of forty (40) hours within a one week period, which runs Monday through Sunday. Employee temporary to permanent hire is available at no cost after four-hundred and eighty (480) working hours are billed and paid. Payment terms are NET 30 DAYS and a finance charge of 1.5% will be assessed on invoices that exceed 30 days. Acceptable forms of payment are check or credit card, to which a 3% fee will be charged by the processing company. Invoices can be obtained, and credit card payments can be made by logging in to the Client web portal at <http://clients.hirewebconnect.com/stars>.

Client Company Name: City of San Luis

Client Name & Title: Lizandro Galaviz, Acting City Manager

Client Signature: [Signature]

Date: 8/17/22

HIREQUEST DIRECT Representative: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME: Valerie Epps PHONE (A/C, No, Ex): 404 497-7500 E-MAIL ADDRESS: Valerie.Epps@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Hire Quest, LLC DBA HireQuest, HireQuest Direct 111 Springhall Drive Goose Creek, SC 29445	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: ACE Fire Underwriters Insurance Company	20702
	INSURER C: Alaska National Insurance Company	38733
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** UC1JPF04 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WLR C68922847 (AOS) SCF C68922884 (WI)	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WASHINGTON USL&H		21F WU 11801	08/15/2021	06/15/2022	E.L. - Each Accident \$ 1,000,000 E.L. - Each Employee \$ 1,000,000 E.L. - Policy Limit \$ 1,000,000 M.E.L. - Each Accident \$ 100,000 M.E.L. - Disease Aggregate \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

CERTIFICATE HOLDER For Evidence of Coverage Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
HireQuest LLC

2 Business name/disregarded entity name, if different from above
dba HireQuest and HireQuest Direct

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
Specify where each number of outside the IRS

5 Address (number, street, and apt. or suite no.) See instructions
111 Springhall Dr

6 City, state, and ZIP code
Goose Creek, SC 29445

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

6	8	-	0	5	1	0	3	5	7
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Uniform Certification Agency

CERTIFIED WOMEN-OWNED BUSINESS ENTERPRISE

Presented To

HQ Direct, LLC.

HAS SUCCESSFULLY MET ALL REQUIREMENTS AS ESTABLISHED BY THE MMBC CONTINUUM AND THE UNIFORM CERTIFICATION AGENCY FOR CERTIFICATION AS A WOMEN-OWNED BUSINESS ENTERPRISE. THIS CERTIFICATE RELATES TO WBE STATUS AND IS NOT CERTIFICATION OF EXPERTISE IN ANY PARTICULAR TRADE OR FIELD.

Director of Certification

4072111

Certificate Number

09/25/2022

Expiration Date