

**SUPPLEMENTAL AGREEMENT
TO
STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES**

This Supplemental Agreement to Staffing Agreement for Temporary Staffing Services (“Supplement”) is made this ____ day of September 2026 by and between:

Hire Quest L.L.C. d/b/a Hire Quest Direct an Arizona foreign limited liability company (“Hirequest”)	The City of San Luis An Arizona municipal corporation (the “City”)
---	--

Section 1. Incorporation by Reference

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

Section 2. Independent Contractor Relationship

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

Hirequest and the City Shall both have the right to hire, terminate and discipline any and all Assigned Employees.

Section 3. 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), 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 Agreement subject to penalties up to and including termination of the Agreement. The City 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(s) 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. § 38-511.
- 3.3 Workers’ Compensation: Hirequest shall provide Workers’ Compensation for Assigned Employees in coverage amounts as required by Arizona law.

3.4 Boycott of Israel and Forced Labor of Ethnic Uyghurs Prohibited. Hirequest certifies their compliance with the applicable requirements of A.R.S. §§ 35-393 and 35-394.

Section 4. Insurance

In addition to Worker's Compensation coverage, Hirequest shall carry, at a minimum, the following levels of insurance and, upon execution of the 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 the City as an additionally insured. Hirequest shall submit to the City a certificate of insurance and endorsement showing the coverage and additionally insured as described above.

Section 5. Indemnify

Hirequest shall indemnify, hold harmless, and defend the City, the City'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 City 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 City

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.

The City of San Luis, Arizona

Jenny Torres, City Manager

Attest:

Approved as to Form:

Sonia Cornelio, City Clerk

Joseph Estes, City Attorney

**Hire Quest L.L.C.,
d/b/a Hire Quest Direct**

Name: _____
Title : _____



STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES

Branch: _____ Salesperson: _____ Date: _____

CLIENT INFORMATION

Corporate Name _____
Trade Name (Doing Business As) _____
Primary Address _____
City _____ State _____ Zip _____
Contact Name _____ Phone Number _____

BILLING INFORMATION

Name _____
Address _____
City _____ State _____ Zip _____
Contact _____ Phone Number _____ Fax Number _____
Are purchase orders required? Yes No

COMPANY CREDIT INFORMATION

Corporate Name _____ Primary Address _____
Trade Name (Doing Business As) _____ City _____ State _____ Zip _____
Legal Status (i.e. Corporation, Partnership, etc.) _____ Year Incorporated / Started _____ Name of predecessor / affiliated companies _____
Owners(s) Names _____ Tax id # / Social Security # _____ Contractor's Professional License # / Bond # _____

BANK REFERENCES

Bank Name _____ Contact _____ Account Number _____ Date Opened _____
City _____ State _____ Zip _____ Branch _____ Line of Credit? Yes No

TRADE REFERENCES

Name _____
Contact _____
Phone Number _____ Date Opened _____ High Credit _____

HIREQUEST DIRECT will

- 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;**
- Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
- Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, 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 DIRECT, as the common law employer, has the right to physically inspect the work site 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 DIRECT's employment policies relating to Assigned Employee conduct at the worksite.
- Any hours worked over 40 by one employee in one week will be paid as overtime and billed at time and one half. We have a four-hour, per worker, minimum sales requirement for all job orders. Temp to perm hire is acceptable at no cost after 480 working hours.

CLIENT will

- a. 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;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to work off 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 DIRECT's express prior written approval or as strictly required by the job description provided to HIREQUEST DIRECT;
- c. 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
 - (i) provide Assigned Employees with appropriate safety and training information, including but not limited to information regarding when PPE must be used;
 - (ii) 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, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - (iii) provide adequate notice to Assigned Employees and HIREQUEST DIRECT of any unsafe conditions or potential hazards at the workplace;
 - (iv) 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
 - (v) respond within a reasonable time to HIREQUEST DIRECT's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by HIREQUEST DIRECT prior to and during Assigned Employees' assignments;
 - (vi) notify HIREQUEST DIRECT immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST DIRECT 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;
 - (vii) 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 DIRECT'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 DIRECT are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST DIRECT time slip and the HIREQUEST DIRECT Credit and Rate Agreement. In the event the undersigned submits a time slip(s) or time sheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the 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 credit is to be extended. The undersigned understands that HIREQUEST may utilize other sources of information which it considers necessary in making its determination. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination.

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement represents the whole agreement of the parties and no modification or variation shall be deemed valid unless subsequent agreement, provided for in writing, 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 DIRECT's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be Maricopa county Arizona. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices which are not paid within 30 days from the invoice date.

IN WITNESS WHEREOF, CLIENT AND HIREQUEST DIRECT have hereby executed this Agreement on the _____ day of _____, 20_____.

CLIENT: _____

By: _____

Name: _____

Date: _____

HIREQUEST DIRECT

By: _____

Name: _____

Date: _____