

This agreement is made this 7th day of July, 2017, by and between Reliance One, Inc., a Michigan corporation (hereinafter "Reliance One"), located at 1700 Harmon Rd., Suite One, Auburn Hills, MI 48326 and City of Aurora, located at 44 E Downer Place (hereinafter "Client"). The term of this Agreement shall be in effect from the date the Agreement is signed and will continue until terminated in accordance with this Agreement.

1. SERVICES DESCRIPTION

Reliance One is engaged in the staffing services business providing both contract professionals and direct hire services to customers with staffing needs. Client desires to engage Reliance One to provide temporary staffing services and/or direct hire recruitment services and Reliance One desires to be engaged by Client, all on the terms and conditions of this agreement. For purposes of this Agreement, the term "Contract Employee" means an employee of Reliance One placed temporarily with Client pursuant to the terms of this Agreement and "Direct Hire Employee" means a person hired directly by Client with the assistance of Reliance One.

2. WORK EFFORTS AND ASSIGNMENTS – CONTRACT EMPLOYEES

Reliance One Contract Employees will work under Client's supervision and assignment. Reliance One shall not be responsible for the results of the work performed by Reliance One employees furnished under this Agreement. The Client agrees to provide a reasonable work environment, all necessary equipment, supplies, and services at least equivalent to that which Client provides for its own personnel engaged in comparable work. Reliance One will require its Contract Employees to abide by all reasonable policies and regulations generally imposed on Client employees. The Client is responsible for informing Reliance One or Reliance One Contract Employees in writing of such policies and rules.

3. FEE SCHEDULE

- a. *CONTRACT EMPLOYEE RATE PROPOSAL*: See Exhibit A

Exhibit A

<b>Contractor Name</b>	TBD
<b>Job Title</b>	TBD
<b>Start Date</b>	TBD
<b>Straight Time Rate</b>	TBD
<b>Overtime Rate</b>	TBD
<b>Double Time Rate</b>	TBD

- b. *DIRECT HIRE EMPLOYEES*

Client agrees to pay Reliance One 25% of the first year's annual gross salary (including guaranteed bonuses) for each Direct Hire Employee within fifteen (15) days of the invoice date.

4. EMPLOYEE PERFORMANCE AND REPLACEMENT GUARANTEE

Upon written notice from Client, Reliance One will immediately remove any Contract Employee assigned to the Client. If the removal request is made within three (3) days of the beginning of a Contract Employee's assignment the Client shall not be requested to pay for the services. If the removal request is received after three (3) days, the billing will cease upon receipt by Reliance One of written notification. Reliance One will, within fifteen (15) days of a request for removal, provide a replacement employee with sufficient skill, knowledge and training to perform the service, if requested by Client.

5. TAX AND BENEFIT COMPLIANCE – CONTRACT EMPLOYEES

It is expressly understood and agreed that the Contract Employees furnished by Reliance One are and will remain, employees of Reliance One, and Reliance One will be solely responsible for complying with all federal, state, and municipal laws, rules and regulations relating to payroll tax responsibilities and provision of employee benefits with regard to their employment.

6. RESUME SUBMITTALS

Resumes submitted to Client are confidential and for Client use only. Client agrees that Reliance One is the representative of all candidates for which resumes are submitted to Client by Reliance One in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by Reliance One is hired either directly or indirectly by Client within six (6) months of receipt of the resume, Client agrees to pay to Reliance One an amount equal to 25% of the employee's first year gross annual salary, including guaranteed bonuses within fifteen (15) days of the hire date.

7. FEE IF HIRE WITHIN 6 months / REFUNDS

a. *CONTRACT EMPLOYEES*

If any Contract Employee provided by Reliance One to Client is hired by Client, either directly or indirectly, within 6 months of that employee's first day of work, Client shall pay to Reliance One an amount equal to 25% of the employee's first year gross salary, including guaranteed bonuses within fifteen (15) days of the invoice date; provided that, Client shall not have the right to hire any Contract Employee (directly or indirectly) within such 6 month period if Client has a past due balance with Reliance One.

Client has a right to hire any Reliance One Contract Employee after 6 months **without a fee**, provided that, if Client has a past due balance with Reliance One, Client shall not, unless otherwise agreed to by Reliance One in writing, have the right to hire any Contract Employee (either directly or indirectly), until its past due balance with Reliance One is paid in full. In such case, the Contract Employee shall continue under this Agreement as a Contract Employee until such balance is paid.

b. *DIRECT HIRE EMPLOYEES*

Reliance One agrees to provide the following refund to Client if a Direct Hire Employee is terminated by Client due to the Direct Hire Employee not being qualified for the hired position: 100% of the fee paid by the Client for a Direct Hire Employee that is terminated within thirty (30) days of the first day of employment, 25% of the fee if terminated within sixty (60) days of the first day of employment; and 15% of the fee if terminated within ninety (90) days of employment. Following receipt by Reliance One of notice of a termination, the date of termination and an explanation of the reason therefore, Reliance One shall make a final and binding determination as to the applicable refund.

8. RATES, INVOICES AND EXPENSES – CONTRACT EMPLOYEES

a. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Should Client request additional services or changes to the terms for any Contract Employee subsequent to the execution of this Agreement; these additions will be mutually agreed to in writing. Such agreed upon terms shall become a part of this Agreement, as amended.

b. Reliance One shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law. Client shall provide Reliance One with a weekly time card for each Contract Employee approved by an authorized representative of Client. The number of hours billed by Reliance One shall be supported by a time card. Invoices submitted by Reliance One to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client in writing within five (5) business days of Client's receipt of the invoice.

- c. Client shall reimburse Reliance One for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site provided that Client has authorized in writing the travel and the expense in advance. Reimbursement will be made within fifteen (15) days of the invoice date.

9. PAYMENT / DEFAULT

- a. Payment in full for invoices shall be due within fifteen (15) days from invoice date, at Reliance One, 1700 Harmon Rd., Suite One, Auburn Hills, Michigan 48326. If the Client's account is past due and Reliance One has notified Client verbally or in writing of the past due balance, Reliance One may, without advance notice, immediately cease providing any and all further Contract Employee services and terminate this Agreement without any liability of Reliance One to Client, including but not limited to, claims, damages, and costs arising from an interruption of pending work. Client's indemnity and payment obligations shall survive any such termination. Payments not received by Reliance One, Inc. within ten business days from the Due Date will be subject to a late payment charge of 2% per month on the overdue balance until such balance is paid.
- b. If Client breaches this Agreement, Client shall pay all of Reliance One's expenses arising or resulting from such breach including, but not limited to, court costs and reasonable attorneys' fees.

10. COOPERATIVE AGREEMENT

Reliance One agrees that, absent prior written approval from Client, neither it nor its employees will hire, or make offers of employment to employees of Client so long as Reliance One is providing Contract Employees under this Agreement.

11. INDEMNIFICATION

Reliance One does not warrant or guarantee that the Contract Employee(s) and Direct Hire Employees placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs. Accordingly, Client agrees to indemnify, defend and hold harmless Reliance One and its officers and directors, from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages (including, reasonable attorneys' fees) arising out of, resulting or relating in any manner to the work performed by Contract Employees and Direct Hire Employees for and on behalf of Client, the Client's projects, including, without limitation, any deadlines or work product, a breach of this Agreement by Client, and a violation of law by Client for which the Client may be liable to the Contract Employee.

12. JURISDICTION / VENUE

The parties submit to the jurisdiction and venue of the district court or the circuit court for Oakland County, Michigan, as applicable, with respect to any action arising, directly or indirectly, out of this Agreement or the breach of this Agreement.

13. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given or made if delivered personally, sent by a nationally recognized overnight air courier service, or mailed by registered or certified mail (postage prepaid, return receipt requested) to the address listed below (or at such other address as may be specified by written notice of change of address in accordance with this section) or sent by facsimile to the fax number indicated below. Such notices shall be deemed received (a) on the date delivered, if delivered personally; (b) on the next business day after mailing or deposit with an overnight air courier; (c) on the date indicated on the return receipt (or, if none, three business days after mailing), if sent by registered or certified mail; or (d) on the date faxed provided proof of transmission is obtained.

If to Reliance One:  
Reliance One, Inc.  
1700 Harmon Rd., Suite One  
Auburn Hills, Michigan 48326

If to Client:  
City of Aurora  
44 E Downer Place  
Aurora, IL 60505

Fax: (248) 922-5660

14. MISCELLANEOUS

This Agreement shall be governed and construed in all respects by the laws of the State of Michigan. The terms of this Agreement may only be modified by written agreement of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

15. TERMINATION

This agreement shall be effective on the date that it is signed by both parties, and shall terminated upon thirty (30) days written notice by either party.

16. TIME KEEPING

Reliance One will provide to Client the information necessary for Client to access the web-based time tracking system. On a weekly basis, Client's Contract Employees shall enter their hours worked in the web-based time tracking system. An authorized representative of Client shall review and electronically approve all Contract Employee time. Reliance One shall submit weekly invoices to Client for services rendered by Contract Employees for the number of hours worked by Contract Employees the previous week. Overtime will be billed at the rates listed on Exhibit A for hours worked by Contract Employees in excess of forty (40) hours per week, or as otherwise required by law. Verification of the number of hours billed will be obtained from the time tracking system and included with the Client's weekly invoice. Invoices submitted by Reliance One to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client in writing within five (5) business days of Client's receipt of the invoice. Client may elect to utilize a paper time card system for some of its Contract Employees and the web-based time tracking system for other Contract Employees.

17. OPERATION OF CLIENT VEHICLES

The Client shall hold Reliance One, Inc. and any related companies associated with Reliance One, Inc. and its employees harmless from any and all loss, liability, or claim except for Reliance One, Inc. workers' compensation liability, arising from the operation of vehicles being driven on Client's behalf. This shall include vehicles owned, leased, or borrowed by the Client while being operated by any Reliance One, Inc. employee, regardless of whether such loss or damage arises from the negligent acts or omissions of Reliance, One Inc. employees. The Client shall indemnify and defend Reliance One, Inc. from any and all auto claims related to the operation of vehicles on the behalf of Client.

By: \_\_\_\_\_  
City of Aurora Signature

By: \_\_\_\_\_  
Reliance One Signature

\_\_\_\_\_  
Client Name and Title (printed)

\_\_\_\_\_  
Reliance One Rep (Name and Title printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date