



## DIRECT PLACEMENT AGREEMENT

### I. Introduction

This Direct Placement Agreement (“Agreement”) is made this 15<sup>th</sup> day of November, 2021 by and between AEROTEK, INC., a Maryland corporation (“AEROTEK”), and City of Fernley (“Client”). AEROTEK is in the business of identifying and assisting in the recruiting of candidates with certain skill sets and abilities and Client desires to engage AEROTEK from time-to-time to conduct assignments to identify candidates in accordance with the terms of this Agreement.

### II. AEROTEK Obligations

1. AEROTEK will commence a diligent search for qualified candidates for the designated job openings. Prior to referring any candidate to the Client, AEROTEK will use its best efforts to ensure that the candidate meets the Client’s selection criteria and performance-related standards through a careful screening of the candidate’s professional background and interest related to the opening. Within that screening process, and prior to presenting a candidate to the Client for consideration, AEROTEK is expected to: (i) ensure that the candidate has a basic understanding of the position, (ii) confirm that the candidate has the basic qualifications for the position, (iii) personally interview each candidate presented, and (iv) provide written documentation of the candidate’s qualifications (i.e. resume). Upon concluding the screening process AEROTEK will refer candidates to the Client and inform the candidates accordingly.
2. A candidate shall be considered to be “Referred” or a “Referral” when a copy of the candidate’s resume is sent to the Client by AEROTEK. A candidate who has been Referred to the Client in connection with a specific search may nevertheless be considered for other career opportunities with the Client.
3. A representative of the Client will extend all offers to candidates. Offers will not be extended without a resume and a completed application form.

### III. Fees and Expenses

1. For Referral hired by Client (hereinafter referred to as “Employee(s)”, Client agrees to pay AEROTEK a placement fee (“Fee”) equal to 30% of the Employee’s annualized first year salary (including expected bonuses) earned while hired or engaged by Client, in addition to all applicable sales or other tax. The Fee shall cover all fees and expenses incurred by AEROTEK in a conduct of the search, including, but not limited to, professional fees, research expenses, and communication costs.
2. Prior to the Employee’s start date with Client, AEROTEK and Client will execute a Direct Placement Exhibit A (“Exhibit A”), which will state the Employee name, salary, Fee, and start date.
3. Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates Referred to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any Referral is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of such Referral, Client agrees to pay to AEROTEK an amount equal to the Fee listed above. Client is requested to ascertain if Referrals have had contact with Client prior to scheduling the candidate. If the same candidate is referred for a designated job opening by more than one agency, the agency from which Client first received the candidate shall be entitled to the fee for that candidate. Client will provide written documentation as to which agency first referred the candidate.
4. AEROTEK shall invoice the Fee to Client in thirteen (13) equal weekly installments (“Invoicing Period”). Payment in full is due to AEROTEK net 15 days from the invoice date, at Aerotek, Inc., 3689 Collection Ctr. Dr., Chicago, Illinois 60693.

**IV. Guarantees**

Should Employee resign or be dismissed (for reasons other than reduction in workforce, reorganization, or layoff) within the Invoicing Period, AEROTEK agrees to cease future invoicing for Employee. Client is responsible for payment of invoices for weeks, or partial weeks, worked by Employee. AEROTEK reserves the right to review termination documentation prior to ceasing invoicing.

**V. Confidentiality**

AEROTEK agrees to accept in confidence all materials and information disclosed by Client and to use these materials and information only as shall be necessary in performing the services described in this Agreement and for no other purpose. AEROTEK shall not disclose any such material to any other third party without Client's prior written consent.

**VI. Limitation of Liability**

The Client accepts responsibility for payment of any and all employment related taxes and any other costs, or risks normally associated with its employment work force. AEROTEK shall not be liable for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Employee. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties.

**VII. Equal Opportunity Employer**

Client is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, marital status, sexual orientation, national origin, age, disability or Vietnam era, disabled or other veteran status. AEROTEK agrees that it will conduct its business in conformity with the Equal Opportunity Commission's guidelines and will not discriminate in referring candidates to Client.

**VIII. Term**

The term of this Agreement shall commence on the date hereof and shall continue until canceled by either party hereto upon thirty (30) day's prior written notice of termination to the other party.

**IX. Miscellaneous**

1. This Agreement does not grant AEROTEK any right to Client (or its affiliates) trademarks or other proprietary material. Without the prior written consent of Client, AEROTEK will not use the name, trademarks, logos or other proprietary material of Client in any advertising or publicity release.
2. This Agreement together with each Exhibit A executed and delivered in accordance with the terms of this Agreement, shall constitute the entire understanding of the parties hereto and supersedes all previous agreements or negotiations on the subject matter hereof, whether written or oral, and shall not be modified or amended except by written agreement duly executed by both parties hereto.

In witness whereof, we, the undersigned, agree to the foregoing terms and conditions of this Agreement.

**AEROTEK, INC.**

**Client:** City of Fernley

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_