

MID-AMERICA PLACEMENT SERVICE, INC.

1941 S. 42nd Street, Suite 520, Omaha, NE, 68105 402-341-3338, f 402-341-6266

This Contractual agreement is entered into on this 21st day of July, 2017 with **Mid-America Placement Service Inc.** ("Mid-America") and **City of Grand Island** located at 100 E. First St. Grand Island, NE 68801

City of Grand Island will pay the placement fee set forth herein for the services of Mid-America if a referred candidate is hired by the Employer, or by any of its subsidiaries, franchisees or affiliates, within one (1) year of a referral.

The agreed upon fee for the hiring of one (1) individual for the position of Wastewater Plant Engineer is 20% of the candidates estimated first years income.

The Placement Fee is due and payable within twenty (20) days of the hired candidates start date.

Free Replacement Promise Per Paid Invoice: If the employer has paid the placement fee within twenty (20) days of the hiring of a referred candidate, and on or before his/her ninetieth (90th) day of employment the candidate quits or is terminated for any reason, Mid-America will make its best effort to find and refer to the employer a qualified replacement candidate with no additional fee being charged to the employer.

Notification of termination is required within 5-10 calendar days in order to enact the Free Replacement Promise.

City of Grand Island will be invoiced for the agreed upon fee amount subject to the hiring of a qualified candidate from Mid-America. Should any background checks, references, or motor vehicle checks be requested or required from Mid-America the employer will be invoiced accordingly for those services.

Mid-America will:

- If requested by the employer the identity of the employer will not be disclosed to a potential candidate without the consent of the employer.
- Pre-qualify all potential candidates to ensure their positive desires are to be employed by employer.
- Provide progress reports to the employer.
- Establish candidate interviews and share feedback from the candidate.

City of Grand Island will provide to Mid-America:

- A complete job description.
- A salary range.
- A written memo regarding how bonuses (if any) are figured and how often they are paid out.
- A complete list of benefits.

City of Grand Island may not disclose the identity of a referred candidate to any third-party. A referral fee is earned in the event the Employer discloses the identity of a candidate to a third party who then hires the Candidate within one year of the date of this contract.

If City of Grand Island learns of a potential employee directly through the efforts of Mid-America, including the disclosure of such potential employee by a referred candidate of Mid-America, a fee is earned if that disclosed employee is hired within one (1) year of the date of this contract.

Referrals are on a confidential basis and any breach of this confidence is strictly prohibited. A referral shall mean an introduction of an individual directly by Mid-America to the employer.

Mid-America subscribes to the Equal Opportunity practices of the Federal and State government. We refer all qualified candidates without regards to race religion, color, national origin, sex, age, marital status or physical handicap.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement is held unlawful or unenforceable in any respect to the extent possible, all the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

Modification of Agreement. Modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative of each party.

No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the day and date written above.

City of Grand Island

Name & Title

[Handwritten Signature]

Date:

9/1/2017

Mid-America Placement Service Inc.

Name & Title

Ron Distansky Pres.

Date:

8-28-17