



TEMPORARY STAFFING SERVICES TERMS & CONDITIONS

TEMP-PERM:

This proposal is based on an agreement to supply temporary help for your day-to-day needs on an agreed pay rate. Should you decide to offer employment to one of our temporary workers, you are required first to make such a request to LF 20 working days prior to the employee being added to your company's payroll. The equivalent of 90 working days or 720 hours must be worked by employee before being added to your company's payroll. LF will be responsible for the administration of payroll, withholdings and all associated employment costs of LF employees during the 90 working day and/or 720 hour period. If you choose to hire the LF temporary worker before the 90 working day and/or 720 hour obligation has been met, you will be billed the balance of the minimum hour requirement at the standard bill rate. LF will remove and/or replace any employee who does not perform to your standards. Replacement workers will begin a new 90 working day cycle before becoming eligible for permanent hire. *

Overtime is paid when a worker exceeds 40 hours. All accounts are due upon receipt of invoice and are not to exceed 30 days delinquent. All invoices for work performed by the temporary worker being added to your payroll must be PAID IN FULL before the worker will be eligible for hire.

DIRECT HIRE:

If you so choose, you may hire an employee directly to your payroll. There will be a \$2,000.00 charge to your company, which is due upon receipt of the employee. If at any time in the first four weeks of employment, the employee ceases employment or is terminated, \$500 for each week that is not completed will be refunded to your company. If the employee completes the four week period, LF retains the \$2,000.00 in full, and is no longer obligated to the employee or your company in any way. *

- **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.
- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas

Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Labor Finders agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Labor Finders which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Labor Finders agrees that Williamson County shall have access during normal working hours to all necessary Labor Finders facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Labor Finders reasonable advance notice of intended audits.

**Depending on volume of business and skill level, term lengths and amounts of are negotiable.*

Company Name _____

Address, City, State, ZIP _____

Authorized Company Representative (Signature) _____

Authorized Company Representative (Printed) _____

Date _____

