



## 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 Williamson County

Address, City, State, ZIP \_\_\_\_\_

Authorized Company Representative (Signature) Bill Gravell Jr.

Authorized Company Representative (Printed) Bill Gravell Jr.

Date 6/11/19





# Quotation

**Quotation No:** 21-4-1548      **Date:** 10/04/2018  
**Valid Until:** 05/27/2019

**Prepared For:** Williamson County Expo Center  
**Customer No:** 21-4-2441  
**Attention:** Mehgan Murray  
**Title:** AP  
**Address:** 210 Carlos G. Parker Blvd.  
Taylor, TX 76574  
**Phone/Fax:** (512) 352-4117 / ( ) -

**Prepared By:** L.C. Personnel, Inc.  
**Office:** Georgetown  
**Quoted By:** Nancy J. Cashiola  
**Title:** Branch Manager  
**Address:** P.O. Box 736  
Georgetown, TX 78627-0736  
**Phone/Fax:** (512) 930-4820 / (512) 930-4821  
**Email:** georgetown@laborfinders.com

Position	Job Description	Bill Rate
General	Event Prep/Rodeo	\$16.85

Labor Finders provides employee recruitment and covers workers compensation insurance, general liability insurance, employment taxes and withholding, administration of all payroll and related functions. Labor Finders proactive risk management program makes safety of our assigned employees priority one.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. Higher rates may apply by reason of any Government contract, any such prevailing or living wage law, contract specifications or Customer's request (including any overtime work).

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (512) 930-4820 if you have any questions.

Authorized Customer Signature

6/11/19  
Date

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**THANK YOU FOR CONSIDERING OUR SERVICES !**  
For more information about our company and services please visit us at  
**www.laborfinders.com**



## CREDIT APPLICATION

AMOUNT OF CREDIT APPLYING FOR: \$ NA DATE: 5/21/19  
Legal Company Name: Williamson County Incorporated? ☒ Yes ☐ No  
Street Address: 710 S Main St, Ste 301  
City: Georgetown State: TX ZIP: 78626  
Mailing Address: 219 Perry Mayfield  
City: Leander State: TX ZIP: 78641  
Phone Number: ( 512 - ) 943-1561 Fax Number: ( 512 ) 943-3732  
Federal Tax ID# (EIN): 74-6000978 Dun & Bradstreet #: 076930049 Number of Years in Business: NS  
Website URL: www.wilco.org Workers' Comp. Governing Class. Code:       

## PERSONAL CREDIT INFORMATION

(If not incorporated)

Owner/Officer: NA - government SS #:        -        -         
Title:        D.O.B.:         
Address:        Driver License:        State:         
City:        State:        ZIP:         
Home Phone #: (        )        Fax Number: (        )       

## JOB SITE INFORMATION

What will our workers be doing? The workers will be helping set-up for events, as well as, help tear down and clean up after events.  
Is this a Federal, State, or D.O.T. job?        If yes, what is the required minimum wage per hour? \$         
Is there a prevailing wage list available to us?        Job Contract #:         
Job Site Description: The job site is at an event center in Taylor, TX. The jobs will be both indoors and outdoors.  
Job Site Address/City/State/ZIP: 5350 Bill Pickett Trail Taylor, TX 76574  
Job Site Owner: Williamson County Job Site Owner Phone #: Clint Chitsey 903-575-7893  
Job Site Owner Mailing Address/City/State/ZIP:         
General Contractor:        General Contractor Phone #:         
General Contractor Mailing Address/City/State/ZIP:         
Surety/Bond/other Funding Institutions:        Bond #:         
Surety/Bond/other Funding Inst. Mailing Address/City/ST/ZIP/Phone:

**ACCOUNT TERMS**

Customer hereby requests that *LABOR FINDERS* ("*LF*") extend credit to Customer for contract labor and services as may be approved by *LF*, and in consideration of *LF* furnishing any such labor. Customer agrees to the following terms and conditions.

1. *LF* will invoice Customer for all fees and expenses due to *LF* for the services provided under this Account Agreement. Customer's signature on work orders certifies that the hours shown are correct and the work was performed to Customer's satisfaction, and authorizes *LF* to bill Customer for the hours worked.
2. *LF* reserves the sole right to establish the wages and fringe benefits, if any, of its employee and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Worker's Compensation Insurance as required by state law.
3. Customer agrees to notify *LF* immediately whenever any *LF* employee performs any work under a Government Contract, and agrees to pay any such employee by reason of any Government contract or the contract specifications.
4. Customer agrees that it will not, without the prior written consent of *LF*, utilize *LF* employees to operate machinery, equipment, or vehicles not covered by the Customer's liability and property damage insurance; to operate dangerous or unprotected machinery; for excavation where proper shoring and protection are not provided; for any work on ladders or scaffolds; or as a member of the crew of any vessel, or in maritime work upon the navigable waters of the United States that might be subject to the United States Longshoreman's and Harbor Worker's Compensation Act or the Jones Act.
5. Customer agrees to comply with all applicable laws and ordinances relating to health and safety, and in particular agrees and undertakes to provide any safety equipment, clothing, or devices necessary or required by law for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to indemnify and hold harmless *LF* for claims, damages, or penalties arising out of the violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to work, places, or equipment owned, leased, or supervised by Customer and to which employees are assigned.
6. Customer acknowledges that *LF* insurance does not cover claims of *LF* employees under the Jones Act, damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees, and that *LF* does not assume liability for claims of *LF* employees under the Jones Act for damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees.
7. Customer assumes and agrees to indemnify and hold harmless *LF* from any claims for bodily injury (including death), or loss of, or loss of use of, or damage to property arising out of the use or operation of Customer's owned, non-owned, or leased vehicles, machinery, or equipment by *LF* employees, and from any claims of or on behalf of employees brought under, or by virtue of their employment as a seaman, or as a member of the crew of any vessel.
8. Customer agrees that it will not entrust *LF* employees with unattended premises, cash, and checks, negotiable or other valuables without the prior written permission from *LF*. *LF* will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to *LF* and to the local police by the Customer within fourteen (14) days after notice of loss.
9. Customer agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after thirty (30) days. Customer agrees to pay the default charge together with reasonable attorney's fees for cost of collection. (Specifically including but not limited to contingency fees of up to 1/3 of the account balance.)
10. Customer agrees that *LF* has made substantial investments recruiting its employees and placing them for assignment. Customer further agrees offering employment to any *LF* employee without making acceptable arrangements with the *LF* Branch Manager will result in a \$2,000.00 charge applied to customer's account.
11. Agents: Customer shall be fully responsible and liable for labor furnished to it including all orders made by it or by any and all other persons with Customer's written or verbal authorization.
12. Default: Upon default in payment of any charges on Customer's account, the entire unpaid balance of Customer's account shall, at *LF* option, but WITHOUT NOTICE OR DEMAND, become immediately due and payable. Should the amount owing on the account be referred to any attorney or other agency for collection, Customer agrees to pay all reasonable attorney's fees, collection costs, and court costs incurred by *LF*. Acknowledging that any extension of credit shall be adequate consideration, Customer hereby waives, as to any unpaid account balance, all rights to exemption under the Constitution and the Laws of the State of Florida, the State of Texas, and any other state to the extent allowed by law.
13. Waiver: Customer agrees (a) that *LF* waivers of or acquiescence in any default shall not constitute waiver of any subsequent or other default, (b) that all rights and remedies there under are cumulative and not alternative, (c) that time is of the essence, and (d) that *LF* may at any time, WITHOUT NOTICE to Customer, REDUCE OR ADJUST ANY CREDIT LIMIT extended to Customer, DECLINE TO SELL ANY ITEM TO PURCHASER under the Account Agreement, or TERMINATE this Account Agreement.
14. Credit Investigation: Customer authorizes all banks and businesses with whom Customer has done or is doing business to disclose to *LF* to obtain credit reports from credit reporting agencies and to reinvestigate Customer's credit status as *LF* may deem necessary.

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Authorized Corporate Officer/Guarantor Position/Title

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Signature

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Name of Authorized Corporate Officer/Guarantor printed

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Date

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**CREDIT/BANKING REFERENCES**

1)	_____	_____	_____	_____	_____
	Company	City, ST	Contact	Email OR Fax	Phone
2)	_____	_____	_____	_____	_____
	Company	City, ST	Contact	Email OR Fax	Phone
3)	_____	_____	_____	_____	_____
	Company	City, ST	Contact	Email OR Fax	Phone
4)	_____	_____	_____	_____	_____
	Company	City, ST	Contact	Email OR Fax	Phone

**BANKING INFORMATION (required):**Name of Your Bank: Wells Fargo Bank Contact/Title: Dixie HighfieldBank Contact Email: Dixie.L.Highfield@wellsfargo.com Bank Phone: 512-899-2082 Bank Fax: \_\_\_\_\_Account Number(s): MultipleWhat is Your Payment Cycle? Weekly

Email address for electronic invoicing: \_\_\_\_\_ Secondary Email: \_\_\_\_\_

**TERMS:** Credit terms are net due upon receipt of invoices. Invoices not paid within 30 days are considered past due.

I/we understand and agree that the information provided is for the purpose of obtaining services on credit. I/we further understand that all accounts or monies due to *LABOR FINDERS ("LF")* shall be paid in accordance with the credit terms stated above. I/we understand and agree that I/we unconditionally and unqualifiedly agree to be personally, individually, collectively, jointly and/or severally liable for any liability of the business/corporation, no matter the form or manner in which I/we may sign below, including reasonable attorney fees and court costs incurred whether prior to suit, within or without trial, and/or at any original, appellate and/or review forum or panel.

I/we authorize investigation of all credit/banking references listed. I/we authorize the issue of a joint party check with *LF* from the General Contractor and/or owner if monies owed to *LF* become delinquent.

*LF* is a temporary Employment Service, which hires its own employees and assigns them to clients to support or supplement the client's work force. In order to establish liability, both yours and ours, *LF*, would like you to understand that we provide workers compensations and liability insurance for employees of *LF* only. In no way do we imply to cover your company or any of your company employees.

All temporary employees furnished by *LF* to the client are considered employees of *LF*. Under this situation we are responsible for hiring, disciplinary action, termination and/or reassignment of all temporary employees. Terms and conditions of temporary labor usage are detailed on the back of each *LF* work order. Customer is responsible for supervision of *LF* employees.

The hourly bill rate listed on your quotation is based on paying our work force base wage. In the event that you request *LF* to pay any worker at a higher wage, we will need to increase the bill rate accordingly. Our work week begins on Saturday and ends on Friday. Any workers who work more than 40 hours per work week will be paid at one and one-half their regular rate of pay per the Overtime Pay Requirements of the Fair Labor Standards Act (FLSA), and your bill rate will be increased accordingly to one and one-half your regular bill rate for those overtime hours.

I/we agree to provide *LF* with any/all wage information in the event that we are asked to supply workers to a Federal, State, or Department of Transportation job where a prevailing wage is required. This information must be provided to *LF* prior to commencement of work by *LF*. In the event that *LF* is required to pay an employee at a higher wage either by law or by request of the client, I/we agree to compensate *LF* for the proportional difference in the hourly billing rate.

Signature: _____	Name: _____	Date: _____
Authorized Corporate Officer/Individual Guarantor	Printed Name of Authorized Corporate Officer/ Individual Guarantor	

Labor Finders is dedicated to being the safest temporary labor provider in Texas by providing our workers with a safe and healthful workplace. As a shared employee, it is also your company's responsibility for the health and safety of our workers while they are under your control.

**Please provide a copy of your company's safety policy along with the completed credit application.**

**WWW.OSHA.GOV   General Duty Clause   SEC. 5. Duties**

(a) Each employer --

(1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;

(2) shall comply with occupational safety and health standards promulgated under this Act.

(b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.

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COMPANY REPRESENTATIVE

## **INJURY PROCEDURES**

If an employee of Labor Finders is injured on your worksite, please follow these procedures:

1. If the injury is life-threatening, IMMEDIATELY call 911 and have the employee transported to the nearest emergency room.
2. If the injury is not life-threatening, administer the appropriate first aid then call the Labor Finders branch.

(If occupational medical treatment is required, please follow #3 and #4)

3. The employee must go the nearest **occupational medical center** as soon as possible. Your Labor Finders manager may know the number and address. The worker will be asked to submit to a drug screen during the medical evaluation and treatment.
4. Please work with Labor Finders to ensure that the worker goes directly to the appropriate medical center by personally transporting or arranging transportation to medical center ASAP.
5. You will be asked by Labor Finders branch personnel for an email containing the details of the incident which are necessary for our reports.
6. Labor Finders may need to speak with any employee who was a witness to the injury.
7. All loss-time worksite injuries will be investigated.

If you have any questions, please contact Vince Leggett, General Manager at 512-219-0701 ext. 224 or 512-466-6335. Thank you for your cooperation.

