

## Staffing Agreement between Staff Force and Webb County

WEBB COUNTY has agreed to utilize the services of Staff Force, Inc. ("Company"). By signing this document, WEBB COUNTY hereby confirms its agreement with COMPANY to the following terms and conditions or services to be rendered by COMPANY to WEBB COUNTY now or in the future.

1. COMPANY reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and compliance with applicable workers' compensation laws, except where such obligations are specifically imposed by law on WEBB COUNTY.

2. WEBB COUNTY understands COMPANY'S employees are assigned to WEBB COUNTY to render temporary service and are not assigned to become employed by WEBB COUNTY. WEBB COUNTY acknowledges the considerable expense incurred by COMPANY to advertise, recruit and maintain its staff of employees. Accordingly, WEBB COUNTY will not, without the written consent of COMPANY and payment of an agreed amount, hire a COMPANY employee, interfere with the employment relationship between COMPANY and its employees or directly or indirectly cause a COMPANY employee to transfer to another temporary help service.

3. WEBB COUNTY will not reassign or relocate a COMPANY employee without prior approval of COMPANY. WEBB COUNTY agrees to assume all liability arising after any reassignment/relocation without prior approval.

4. WEBB COUNTY acknowledges that employee will be under its supervision and subject to WEBB COUNTY'S control at all times while employee is assigned to WEBB COUNTY. WEBB COUNTY agrees that it will not, without the prior written consent of COMPANY, utilize COMPANY employees to: operate any powered machinery, equipment or vehicle; operate dangerous, obsolete or improperly maintained machinery; paint or perform any services from a ladder, scaffolding or otherwise off of the ground; travel outside Texas; engage in excavation work; work with any hazardous chemicals or substances, or board or travel in any aircraft or watercraft whatsoever.

5. WEBB COUNTY acknowledges that. COMPANY disclaims liability for damage to, loss of, or loss of use of WEBB COUNTY'S owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment, or property while being used by or in the care, custody or control of COMPANY employees.

6. Although COMPANY provides workers' compensation insurance coverage for COMPANY'S injured employees, WEBB COUNTY assumes any further liability to COMPANY'S employees resulting from any act, including, but not limited to: negligence of WEBB COUNTY'S supervisors or employees, or WEBB COUNTY'S failure to:

- (i) maintain a safe premises and working conditions (including, but not limited to: failure to provide or maintain the necessary equipment to perform the job safely, enforce adequate work rules and procedures),
- (ii) warn of hazards that it knew or should have known about, or adequately inspect for hazards, (iii) provide adequate training to COMPANY'S or WEBB COUNTY'S employees, or (iv) provide adequate assistance to COMPANY'S employees to safely perform their job.

7. WEBB COUNTY agrees to comply with all applicable laws and ordinances relating to worksite health and safety with respect to workplaces owned, leased or supervised by WEBB COUNTY and to which COMPANY employees are assigned, and agrees to provide to employees of COMPANY a safe and healthful workplace, notices and training required by OSHA's Hazard Communication Standard or similar state law, safety equipment, protective clothing, and other health and safety devices necessary or required by law, used by WEBB COUNTY'S employees in the performance of similar work, or otherwise appropriate to the job. WEBB COUNTY agrees to assume responsibility for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, as amended or any similar state law.

8. COMPANY shall incur no liability as a consequence of WEBB COUNTY having entrusted cash, negotiable securities or other items of value to any employee of COMPANY except where WEBB COUNTY so acted with prior written consent of COMPANY.

9. WEBB COUNTY agrees to comply with applicable state and federal civil rights laws, and other employment-related laws as they pertain to COMPANY employees, including but not limited to: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Family Medical Leave Act and the Texas Workers Compensation Act. WEBB COUNTY agrees to not utilize employees to engage in any activity in violation of any law. COMPANY shall incur no liability with regards to any alleged violation of any laws by WEBB COUNTY, and WEBB COUNTY assumes all liability for violation of laws described in this paragraph.

10. WEBB COUNTY agrees to provide such information regarding the services performed by COMPANY'S employees as COMPANY may request during or following such employment.

11. WEBB COUNTY shall defend, indemnify, and hold COMPANY, its employees, agents and representatives, harmless from any and all claims, damages, and liabilities assumed by WEBB COUNTY or disclaimed by COMPANY in this Agreement, or which might be asserted against any of them arising out of WEBB COUNTY'S acts or failure to act pursuant to this agreement.

12. WEBB COUNTY agrees that hours worked by STAFF FORCE, INC. employees in excess of 40 hours per week (Monday through Sunday) will be paid at time and one half. WEBB COUNTY agrees that a four-hour minimum is paid by WEBB COUNTY for each employee daily.

13. WEBB COUNTY agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after sixty (60) days, after which a default charge will be imposed at 1-1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is lower. WEBB COUNTY agrees to pay the default charge together with reasonable attorney's fees for cost of collection.

CHOICE OF LAW: WEBB COUNTY and STAFF FORCE agree that the laws of the State of Texas will apply to any dispute under this Agreement and venue of such dispute is expressly reserved in Webb County, Texas.


STAFF FORCE, INC.

By: Lauro Soto

Title: Branch Manager

Date: 7.6.15

ATTEST:

  
TANO E. TIJERINA  
Webb County Judge

  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'M. M.', with a horizontal line underneath it.

Marco A. Montemayor  
Webb County Attorney

\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its WEBB COUNTYs. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our WEBB COUNTY. Our approval of this document was offered solely for the benefit of our WEBB COUNTY. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

## Safety Partnership Letter

Dear Client:

To keep the prices you pay for our services competitive, we must contain the costs related to Workers' Compensation claims. We need your cooperation to accomplish this.

To provide a safe work environment for our employees and contain the costs associated with work related injuries, we ask that you help us by adhering to the following practices:

Our employees are to *be* trained in all safety, hazardous communication, blood borne pathogen, and other safety related matters in the same manner as your employees.

Our employees will wear all appropriate personal protective equipment (PPE). You are to notify us if they fail to adhere to your regulations.

Our employees will perform only the job tasks for which they have been assigned and trained. Any change of job description will be reported to our office prior to the employee undertaking the task.

Use of alcoholic beverages or drugs is strictly forbidden. You will notify us immediately if one of our employees appears intoxicated or impaired.

Our employees are not authorized to drive your vehicle as a part of their assignment with you, nor are they allowed to use their personal vehicle for errands, deliveries, etc. while in your employment.

Our employees are not allowed to handle cash or securities while working at your location without our express permission and without proper indemnification agreements.

You will notify our Staffing Specialist immediately if one of our employees sustains an injury, and assist us in coordinating medical treatment at one of our preferred network provider locations.

Assist us with investigation of any injuries that may occur. The on-site supervisor will complete our On-Site Supervisor's Accident Investigation Report form and any persons who observed the accident will complete our Witness Statement form.

Your assistance will help us prevent injuries, reduce the pain and suffering associated with injuries and reduce the costs associated with work related injuries. Funds conserved in the area of Workers' Compensation are then available to be used in other areas that ultimately benefit us all. Thank you for your cooperation. We look forward to a long and mutually profitable association with your company.

**STAFF FORCE, INC.**

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

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

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

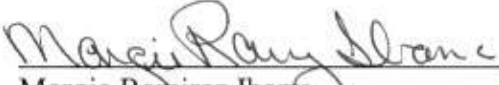
*Lauro Soto*

*Branch Manager*

*7-6-15*


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TANO E. TIJERINA  
Webb County Judge

  
Margie Ramirez Ibarra  
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APPROVED AS TO FORM:

  
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## HOLD HARMLESS

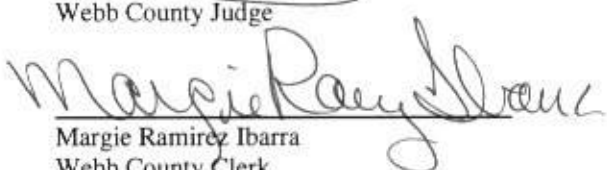
1. WEBB COUNTY, hereby confirms its agreement with Staff Force, Inc. ("COMPANY") to the following terms and conditions of service to be rendered by COMPANY to WEBB COUNTY.

### Indemnification and Hold Harmless

2. WEBB COUNTY agrees to indemnify and hold harmless COMPANY (and its employees) for any damages, personal injuries or loss of any kind resulting from employee operation of machinery, equipment or vehicles. This indemnification and hold harmless applies regardless of any negligence or gross negligence on the part of COMPANY employee or COMPANY. WEBB COUNTY further assumes all liability (including liability to third parties) for any and all claims or damages resulting from operation of vehicles, forklifts, machinery and equipment by COMPANY's employee. WEBB COUNTY will defend, hold harmless and indemnify COMPANY (and its employees) for any claims or damages resulting from all acts or omissions by these employees, including acts of negligence and gross negligence. WEBB COUNTY acknowledges that COMPANY disclaims liability for damage to, loss of, and loss of use of WEBB COUNTY'S owned, non-owned, or leased equipment, machinery and vehicles (including contents of cargo), machinery, equipment, or property while being used by or in the care, custody or control of COMPANY employees.
3. Although COMPANY provides worker's compensation insurance coverage for COMPANY'S Injured employees, WEBB COUNTY assumes any further liability to COMPANY and its employees arising from employee injury, including but not limited to, accidents resulting from negligence of WEBB COUNTY, or WEBB COUNTY'S failure to (i) maintain a safe premises, including but not limited to, failure to provide or maintain the necessary equipment to perform the job safely, enforce adequate work rules and procedures, warn of hazards that it knew or should have known about, or adequately inspect for hazards, (ii) provide adequate training to COMPANY'S employees, or (iii) provide adequate assistance to COMPANY'S employees to safely perform their job. Notwithstanding an injured employee's eligibility for worker's compensation through COMPANY, WEBB COUNTY agrees to indemnify and hold harmless COMPANY from any claim brought by such employee. WEBB COUNTY'S agreement to indemnify and hold harmless COMPANY does not alter in any way COMPANY'S obligation to cover worker's compensation insurance the employees assigned to WEBB COUNTY in the event of an on the job injury.

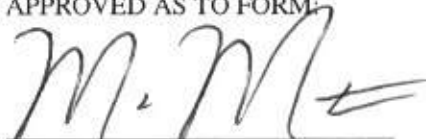
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**FEE AGREEMENT**  
**Webb County Clerk's Office**  
**Contract RFP 2015-50**  
**April 21<sup>st</sup>, 2015**

Staff Force, Inc. proposes the following types of personnel under the following terms:

<b>POSITION:</b>	Manual Trades/Clerical
<b>SERVICE RATE:</b>	28% Clerical/Administrative 30% Manual Trades
<b>FOR EXAMPLE:</b>	Pay rate \$10.00 Bill rate \$12.80 (Clerical) Pay rate \$10.00 Bill rate \$13.00 (Manual Trade)
<b>RATE INCLUDES:</b>	State and Federal Taxes, Unemployment Insurance, Workers Compensation and General Liability Insurance
<b>ACA ADMINISTRATION:</b>	0% surcharge added to weekly invoice total *Effective Week Ending January 4, 2015 * We will not bill the Webb County for ACA fees
<b>TERMS:</b>	Due upon receipt
<b>ACCEPTABLE PAYMENT:</b>	Check or ACH
<b>SUPPLIES &amp; EQUIPMENT:</b>	Provided by Client unless otherwise requested
<b>EMPLOYEE SCREENING:</b>	Multi-Jurisdictional Criminal Background Screen, Department of Homeland Security E-Verify, Random Drug Screening
<b>LIQUIDATION:</b>	520 hours Temp-to-Hire Conversion*
<b>MINIMUM HOUR REQUIREMENT:</b>	Four hours minimum per employee per day
<b>CERTIFICATION:</b>	All Forklift Drivers must be certified by a Staff Force Field Risk Manager

\* Client understands Staff Force, Inc. employees are assigned to Client to render temporary service and not to become employed by Client until 520 hour requirement is met.

Signature (Client)



Signature (Staff Force Representative)







## New Customer Information

In anticipation of your future temporary help requirement, please complete this credit information sheet so we may service your first request more expediently.

Full Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Contact/Title: \_\_\_\_\_

Our Invoices are paid from What Location? \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ - \_\_\_\_\_

Officers: President \_\_\_\_\_ Vice President \_\_\_\_\_

Secretary \_\_\_\_\_ Treasurer \_\_\_\_\_

CORPORATION  PARTNERSHIP  PROPRIETORSHIP

Exact Nature of Business: \_\_\_\_\_

Workers' Comp. Code: \_\_\_\_\_ SIC: \_\_\_\_\_

The Exact Type of Duties to be performed by our Temps: \_\_\_\_\_

Number of Full Time Employees \_\_\_\_\_ How Many Years in Business \_\_\_\_\_

### BANK REFERENCE

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_ - \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Loan Account #: \_\_\_\_\_

Tax ID # \_\_\_\_\_

Dunn & Bradstreet Account #: \_\_\_\_\_ Dunn & Bradstreet Rating: \_\_\_\_\_

Date: \_\_\_\_\_ Re: Temporary Service To Be Completed by Customer Only:

I, \_\_\_\_\_, for \_\_\_\_\_ have applied for an account with  
Name of authorized party Company Name

Staff Force, Inc. I hereby grant permission to Staff Force, Inc. to verify given references on my application. This information includes pay history, account status, and any other pertinent information relating to my trade experience. I further authorize that a copy of this form may be held in the same authority as the original.

Signature \_\_\_\_\_

### TRADE REFERENCES

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ - \_\_\_\_\_ Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ - \_\_\_\_\_ Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Acct. #: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ - \_\_\_\_\_ Contact: \_\_\_\_\_ Title: \_\_\_\_\_