



## **STAFFING AGREEMENT FOR CONTRACT AND DIRECT-HIRE PERSONNEL**

1. **Parties.** This staffing agreement is entered into on this day by and between Meador Staffing Services, Inc. (MSS), a Texas corporation located at 722A Fairmont Parkway, Pasadena, Texas 77504 and City of League City (Client), located at 300 West Walker, League City, Texas 77573.
2. **Scope of Agreement.** MSS will use its best efforts and utilize valuable resources in cooperation with Client to locate and provide temporary and/or direct-hire employees for Client as from time to time requested by Client.
3. **Description and Duties.** Client has requested, and may from time to time in the future, request that MSS provides temporary and/or direct-hire personnel to Client; the duties, responsibilities, and skill levels of such personnel to be described by Client with each placement of job requirements.
4. **Responsibilities of Respective Parties**
  - a. MSS is responsible to
    - i. Recruit, screen, interview, and assign its employees (assigned employees) to work under Client's supervision.
    - ii. Pay assigned employees' wages and provide them with the benefits that are currently offered by MSS.
    - iii. Pay, withhold, and transmit payroll taxes; make unemployment contributions; and provide unemployment and workers' compensation insurance involving assigned employees.
    - iv. Notify in writing all assigned employees the benefits provided by MSS that may include, but are not limited to, holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered by MSS.
    - v. Assume full responsibility to comply with all other applicable state or local laws or regulations, including but not limited to those regarding hiring, termination, compensation, hours of work, or other conditions of employment.
    - vi. Verify the identity and right to work of each assigned employee under the United States immigration laws.
    - vii. Refer candidates solely on the basis of qualifications without regard to race, color, sex, sexual orientation, national origin, citizenship status, age, disability or special needs, medical condition, marital status, protected veteran status or other protected classifications.
    - viii. Perform background checks of its employees deemed reasonably necessary and appropriate, based upon the skills level and positions for which the employee may be reasonably qualified.
  - b. Client is responsible to
    - i. Properly inform MSS of the skills level, duties, and responsibilities required for each position to which an employee is to be assigned.

- ii. Properly maintain systems of internal controls, separation of duties, and oversight of personnel.
- iii. Properly supervise assigned employees performing its work and be responsible for its business operations, products, services, and intellectual property.
- iv. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without MSS' express prior written approval.
- v. Provide assigned employees with a safe work site, appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed to at the work site.
- vi. Provide OSHA qualified, site-specific training to assigned employees and provide documentation of training to Meador.
- vii. Not expand or change assigned employees' job duties without MSS' express prior written approval.
- viii. Promptly report in writing to MSS any (i) discriminatory, inappropriate or sexually-oriented remark or statement, (ii) any threat or violence, (iii) injury of any kind or nature made by or to any MSS employee.
- ix. Complete, review, and sign assigned employees' time sheet weekly, thus authorizing payment of wages and issuance of invoice to client weekly.
- x. Exclude assigned employees from Client's benefit plans, policies, and practices and not make any offer or promise relating to assigned employees' compensation or benefits.
- xi. Not utilize any MSS employee which has been assigned or referred to Client for 180 days after the last day paid by MSS.
  - 1. "Use" includes:
    - a. Employing the person directly
    - b. Purchasing the person's services as an assigned employee, referred employee, or leased employee of any organization other than MSS
    - c. Obtaining the services through any independent contractor, agency, facility, staffing, or consulting relationship
    - d. Arranging, suggesting, endorsing, facilitating, or acquiescing in the person's employment or recruitment by another organization, whether or not the person is later assigned to Client.
  - 2. Client's liability for such use will be the full placement fee plus all costs of collection.

5. **Terms and Conditions.** The cost for MSS employees are based on an acceptable salary for the expertise level required for the assignment plus a total mark-up to cover MSS' actual cost and acceptable fee for the services rendered.

A. **Term of Assignment.** It is MSS' understanding that the temporary employee will be working at the Client's facility. The Client is not required to retain the services of an employee if he or she does not perform up to expectation or if the assignment is completed prior to the scheduled completion date. Upon request by Client, an employee deemed unsatisfactory will be replaced according to the guarantee outlined in Section D Rates.

B. **Acceptance of Services.** The Client agrees that any representative from its organization who signs the MSS employee's time sheet is validating that the contractor has performed his or her job to the satisfaction and approval of the Client. As a result, the Client is obligated to

pay all invoices in full and on time. MSS should be notified immediately if the client is unhappy with the contractor's performance.

The Client acknowledges that when a candidate is referred for a direct-hire position, that, by virtue of a start date, the hire is complete. An invoice will be presented on or about the first day of employment of the placed employee, and the terms of the placement are outlined in Section D Rates.

- C. Overtime.** MSS and the client company agree that overtime will be allowed under this agreement. Overtime, if allowed for under this agreement, will be all hours worked in excess of forty (40) per work week. MSS will follow the Client's overtime policy if it differs from the normal forty-hour policy. Overtime will be calculated using the rates below in Section D Rates.
- D. Contract to Hire Policy.** MSS will allow our employees to be hired directly. Release fees are based on one percent per thousand of annual salary up to a maximum of thirty percent.
- Employees must work a minimum of 500 hours for the Client prior to being hired directly to avoid release fees.
  - Referred employees may be converted by the client at any time without additional fees.
- E. Purchase Orders.** MSS and Client agree that a purchase order will \_\_\_\_\_ will not \_\_\_\_\_ be required.
- F. Business Expenses.** All approved business expenses that are incurred on behalf of Client by MSS employees should be paid directly to that employee. In the event the client company requires MSS to provide travel arrangements, per diem, expense allowances, mileage reimbursement, or any other expenses related to this contract assignment, the Client will be invoiced for actual expenses, plus a billing fee of 15 percent of the amount expensed.
- G. Invoicing and Payment Terms.** Temporary employees (assigned employees) are paid on a weekly basis and temporary staffing invoices will be submitted in duplicate form to Client and supported by copies of weekly time sheets on a weekly basis. Direct-hire invoices will be billed on or near the placed employee start date. Unless other payment arrangements are agreed to between Client and MSS in writing beforehand, all invoices are due and payable on a **net 15 day** basis. Interest at the rate of one and a half percent per month or any part thereof shall accrue on all amounts outstanding more than thirty days after the date of the invoice. ***The total compensation paid to MSS by the City shall not exceed \$45,000 throughout the term of this contract.***
- H. Billing Changes.** MSS may, upon thirty (30) days written notice, request an adjustment in the mark-up, either upward or downward, to reflect changes in the worker's compensation insurance, and or unemployment compensation insurance as affected by their state.
- I. Pre-employment Charges.** If the Client requires pre-employment services, such as drug screening, physicals, etc., MSS will provide the required testing for a charge per employee. any claim, loss, damage, injury, or death caused or allegedly caused by an assigned employee whose duties involve driving the employee's vehicle for Client purposes, driving Client company

vehicles, operating Client equipment, handling cash, negotiable instruments, or other valuable property. If the contract requires these duties be performed by the contract employee, MSS will require notification in advance. Client shall indemnify and hold MSS harmless for any such claim, loss, damage, injury, or death to the extent permitted by law.

In addition, MSS assumes no liability for Registered Professional Engineers or any other licensed professional that have the authority to utilize their professional stamp, license, or credentials to certify, approve, check, or authorize any new or existing design projects or issues an opinion thereon.

To the extent permitted by law, MSS will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representative, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by MSS' breach of the agreement, its failure to discharge its duties and responsibilities set forth in this agreement, or the gross negligence or willful misconduct of MSS, its officers, employees, or authorized agents in the discharge of those duties and responsibilities, provided, however, only in the event that Client's negligence or willful misconduct did not contribute to such claim, damages, loss, injury, or death.

To the extent permitted by law, Client will defend, indemnify, and hold MSS, subsidiaries, directors, officers, agents, representative, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of the agreement, its failure to discharge its duties and responsibilities set forth in this agreement, or the gross negligence or willful misconduct of Client, its officers, employees, or authorized agents in the discharge of those duties and responsibilities, provided, however, only in the event that MSS' negligence or willful misconduct did not contribute to such claim, damages, loss, injury, or death.

To the extent of the Client's negligence or willful misconduct, the Client shall indemnify, defend and hold MSS, its officers and employees, harmless to the extent permitted by law from and against all losses, liabilities, claims, actions, or demands whatsoever, including, without limitation, reasonable attorney's fees, costs and expenses, judgments, awards, decrees, or settlement agreements, in connection therewith.

MSS and Client shall at all times, at their respective costs and expense, maintain

- a) Employer's Liability Insurance in an amount not less than \$1,000,000 per occurrence,
  - b) Commercial General Liability Insurance coverage, including products/completed operations and contractual liability insurance), providing coverage for bodily injury, personal injury, and property damage with combined single limits of not less than \$1,000,000 per occurrence,
  - c) Commercial Business Automobile Liability Insurance, including coverage for all owned, non-owned, leased, and hired vehicles, providing coverage for bodily injury and property damages liability with combined single limits of not less than \$1,000,000 per occurrence,
  - d) Professional Liability and Errors and Omissions Liability Insurance covering acts, errors, omissions arising out of insured's negligence in performance of services under this Agreement in an amount not less than \$1,000,000 per claim,
  - e) Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence.
- services or to any property of client. Client must provide MSS with a certificate of insurance evidencing the coverage listed above.

7. **Term of Agreement.** The term of this contract shall begin on September 1, 2016 and end on August 31, 2017, with the option to renew for 2 additional one year terms. Either party may terminate this agreement in writing with 30 days' notice to the relevant address listed in Section 9 Notices.
8. **Alternate Dispute Resolution.** In the event of any claims or disputes related to this Agreement, the parties to such claim or dispute shall make every reasonable effort to try to resolve the same. In the event such claim or dispute has not been resolved within sixty days, the same shall be finally resolved by binding arbitration.
9. **Notices.** All notices, demands, requests, consents, approvals, or other communications (collectively "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally mailed by registered or certified mail, telexed or delivered, or sent by another electronic medium to the address of each party above or such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic means. Notice mailed as provided herein shall be deemed given on the seventh (7th) business day following the date so mailed.

All written notices should be directed to:

Melinda Torrison, President/COO  
Meador Staffing Services, Inc.  
722A Fairmont Parkway  
Pasadena, TX 77504  
[mtorrison@meador.com](mailto:mtorrison@meador.com)  
Phone: 713-941-0616  
Fax: 713-941-3624

For Client:  
City of League City  
Human Resources Department  
300 West Walker  
League City, Texas  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

10. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall constitute an original, and all of which together shall constitute one Agreement. A facsimile, telecopy, or other reproduction of this Agreement may be executed by either party, and an executed copy of this Agreement may be delivered by either party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.
11. **Entire Agreement.** The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

12. **Modification and Amendments.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance be granted, except by written instrument signed by the party to be charged or by its duly authorized agent or as otherwise expressly permitted herein.
13. **Waivers and Extensions.** No waiver or any breach of any agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
14. **Attorneys' Fees.** Subject to Section 9, should any party institute any action or proceeding to enforce this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.
15. **Titles and Headings.** Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provisions of this Agreement.
16. **Exhibits.** Each of the Exhibits referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.
17. **Consents and Approvals.** Whenever the consent or approval of either party is provided for in this Agreement, such consent or approval shall be given in writing to the requesting party.
18. **Further Assurances.** The parties agree to do such further acts and things as well as execute and deliver such additional agreements and further instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.
19. **Assignments and Sublicenses.** This Agreement and the rights, duties, and obligations hereunder may not be assigned, sublicensed, or delegated by any party without the prior written consent of the other party. Any assignment or sublicense of rights or delegation of duties or obligations hereunder made without the written consent of the other party hereto shall be void and of no effect. Notwithstanding the foregoing, either party may assign or sublicense its rights or delegate its duties hereunder to any affiliated person or entity which controls, is controlled by, or is under common control with such party.
20. **Successors and Permitted Assigns.** This Agreement and the provisions hereof shall be binding upon each of the parties, their successors, and permitted assigns.
21. **Partial Invalidity.** If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
22. **Corporate Authority.** Each individual executing this Agreement on behalf of any corporation which is a party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

I hereby acknowledge and agree to the above terms and conditions:

For City of League City

Name: Mark Rohr Title: City Manager

Signature: [Signature] Date: \_\_\_\_\_

Please sign and return to Meador Staffing Services, Inc. via email, U.S. Postal Services or hand deliver to 722A Fairmont Parkway, Pasadena, Texas 77504. A fully-executed copy will be returned to Client.

For Meador Staffing Services, Inc.

Name: Melinda Torrison Title: President/COO

Signature: Melinda Torrison Date: 9/8/16