

West Texas HIDTA
Southwest Border High Intensity Drug Trafficking Area

Travis B. Kuykendall
Director

AGENCIES

APD
Alpine Police Department

BCBP
Bureau of Customs and
Border Protection

BCSO
Brewster County
Sheriff's Office

CCSO
Culberson County Sheriff's
Office

DA
34th Judicial District
Attorney's Office

DEA
Drug Enforcement
Administration

DPS
Texas Department
Of Public Safety

EPCSO
El Paso County
Sheriff's Office

EPPD
El Paso
Police Department

FBI
Federal Bureau
of Investigation

HCSO
Hudspeth County Sheriff's
Office

ICE
Immigration and Customs
Enforcement

MPD
Midland Police Department

MSO
Midland County Sheriff's
Office

NPS
National Park
Service

PCSO
Pecos County Sheriff's
Office

TOAG
Texas Office of the
Attorney General

USAO
U.S. Attorney's
Office

USMS
U.S. Marshal
Service

June 3, 2010

**Honorable Anthony Cobos, County Judge
And Members of Commissioner's Court
County Courthouse, Room 301
El Paso, Texas 79901**

Re: Employee Staffing Renewal Agreement / RM Personnel, Inc.

Dear Sir and Members of Commissioners' Court:

**Respectfully request that the following Employee Staffing Renewal Agreement
be placed on the County Commissioners' Agenda of June 14, 2010.**

**Respectfully request that Commissioners' Court authorize the County Judge to
sign the attached agreement and for the County Auditor's Office to process and
carry out the Employee Staffing Agreement between the West Texas HIDTA
Executive Committee and RM Personnel, on behalf of the West Texas HIDTA
Executive Committee.**

**This agreement has been reviewed and approved as to form by the County
Attorney's Office. This service will be paid for through a HIDTA grant at no
cost to the County.**

Your favorable consideration this request would be greatly appreciated.

Sincerely,


Travis B. Kuykendall
Director

Attachment

Connie Banko

From: Josie Brostrom
Sent: Wednesday, June 02, 2010 3:42 PM
To: Travis Kuykendall; Connie Banko
Subject: Contract Legal Review Form KK-10-241 WTHIDTA- RM Personnel Staffing Agreement

COUNTY LEGAL REVIEW FORM

KK-10-241

Contract Description: West Texas HIDTA – RM Personnel, Inc. – Employee Staffing Renewal Agreement

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

☒ **xx** Approved as to Form as Submitted
☐ Approved as to Form with Amendments/Modifications/Reservations Noted Below*
☐ Not Approved

*1) NA

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Josefina J. Brostrom
Assistant County Attorney

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Service

May 27, 2010

Lee Shapleigh
County Attorney
County Courthouse, Room 203
El Paso, Texas 79901

Re: West Texas HIDTA Employer Services Renewal Agreement

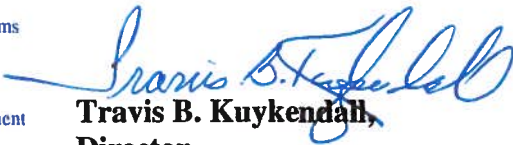
Dear Ms. Shapleigh:

Please find attached the contract renewal between RM Personnel, Inc. and West Texas HIDTA for employer services agreement. This contract was awarded to RM Personnel through RFP# 05-007. This employer services agreement has been approved by unanimous vote of the West Texas HIDTA Executive Committee.

West Texas HIDTA would like to have the referenced employer services agreement on Commissioners' Court Agenda for June 21, 2010 if at all possible.

Please call Connie Banko at 532-9550 as soon as the contract is reviewed and approved. If you have any questions please do not hesitate to call me.

Sincerely,


Travis B. Kuykendall,
Director

Attachments 1

Date: May 27, 2010 Department: West Texas HIDTA
Contract No.: KK- Date Submitted for CA Review: **
Sponsor/Administrator of Contract: Travis B. Kuykendall
Purpose of Contract/Subject Matter: West Texas HIDTA Employer Services Renewal Agreement
Funding Source: County: Grant: XX Other:
Other Party(ies) to Contract:
Contract Price: Bid No.: Date Bid Awarded:

1. Beginning Date: _____ Ending Date: _____

2. Bond Requirements:

(a) Type of Bond: Bid _____ Performance _____ Payment _____

(b) Amount: _____ (c) Copy of Bond Provided: _____

(d) Review by Risk Manager: Signature _____ Date _____

3. Insurance Requirements:

(a) Duty to Insure: County _____ Other Party _____ (b) Proof of Ins Provided: _____

(c) Type of Ins.: _____ (d) Amount: _____

(e) Review by Risk Manager: Signature _____ Date _____

4. Audit Requirements: _____

5. Tax Forms Required: _____ 6. Notice of Renewal Date: _____

7. Other: _____

8. Account Name and No. for Payment: _____

9. Date Contract on Agenda for Approval by Commissioner's Court: June 21, 2010 if possible

The undersigned hereby certifies that they have read the contract and understand and approve the contract terms except as noted and further certify that the contract conforms to the bid specifications, if any, and acknowledges that they are responsible for administering all terms and conditions of the contract.

Date

C:\TEMP\ContractApprovalRequestForm.doc
05/29/01

R.M. PERSONNEL, INC.
EMPLOYEE STAFFING RENEWAL AGREEMENT
(REFERENCE: RFP# 05-007, Original Contract # KK-05-163)

- 1) This is an Employee Staffing Agreement ("Agreement") between:
 - a) R.M. Personnel, Inc. ("RMP"); and
 - b) County of El Paso, Texas, a political subdivision of the State of Texas ("Client") on behalf of West Texas HIDTA Executive Committee ("Executive Committee") which has responsibility under the grant agreement between the County and the Office of National Drug Control Policy for the management of the West Texas HIDTA program ("WTXHIDTA"), a program funded exclusively by federal grant funds to coordinate certain law enforcement activities in West Texas.
- 2) The purpose of this Agreement is to confirm the terms and conditions under which RMP will employ certain employees and assign them to the Client to be placed at the WTXHIDTA worksite. RMP hereby agrees to furnish to Client and Client hereby agrees to engage from RMP, employee staffing for all of the WTXHIDTA job functions listed on the Data Sheet ("Attachment A") attached to this Agreement. Employees filling such job function positions as described in Attachment A shall be referred to as "Covered Employees."
- 3) The Data Sheet, Attachment A, and the General Terms and Conditions which are attached to this Agreement form one integrated document, and should be construed as a single document.
- 4) This renewal Agreement and assignment of employees to WTXHIDTA shall begin on September 11, 2010 and shall continue in full force for a period of five years, unless sooner terminated as provided by this Agreement. This Agreement may be extended or renewed only by written agreement of the parties. Either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days advance written notice by certified mail, return receipt requested, or by personal service. Either party may terminate this Agreement immediately, by facsimile transmission with a follow-up copy by certified mail, return receipt delivery requested, should either party materially breach any of the provisions of this Agreement. Future hires will become Covered Employees of RMP under this Agreement only upon RMP's receipt and processing of all required employment work documents.
- 5) The parties acknowledge that RMP is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.
- 6) Client affirms that the employees at the WTXHIDTA worksite are a specialized group that consists entirely of Covered Employees.

R.M. Personnel, Inc.

By: Ceci Miles Mulvihill
Ceci Miles Mulvihill, President

Date: 5/7/10

County of El Paso, Texas

By: _____
Anthony Cobos, County Judge

Date: _____
APPROVED AS TO SUBSTANCE:

By: Joseph Arabit 5/26/10
Joseph Arabit, Chairperson
WTXHIDTA Executive Committee

General Terms and Conditions

- 1) RMP is a licensed professional employer organization and holds License Number SLS00000111 issued by the State of Texas Department of Licensing and Regulation. RMP and Client shall have the following responsibilities:
 - a) As provided by this Agreement, RMP (through its employee who shall serve as the WTXHIDTA Director shall share with the Client, through the Executive Committee, the right of direction and control over employees assigned to WTXHIDTA's worksites (prior to any execution, coordination will be done through RMP). However, at all times during the term of this Agreement, the Covered Employees shall be and shall remain RMP employees;
 - b) RMP assumes responsibility for the payment of wages to the Covered Employees without regard to payment by Client; provided however, this does not relieve Client of its obligation to pay RMP;
 - c) RMP assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees, provided however, this does not relieve Client of its obligation to pay RMP;
 - d) As provided by this Agreement, RMP through its employee, the WTXHIDTA Director shall share with the Client, through the Executive Committee, the right to fire, hire, discipline and reassign the Covered Employees (prior to any execution, coordination will be done through RMP); and
 - e) As provided by this Agreement, RMP through its employee, the WTXHIDTA Director, and Client, through the Executive Committee, shall share the right of direction and control over the adoption of employment and safety policies and the management of workers' compensation claims, claim filings and related procedures.
 - f) RMP shall give written notice of the Agreement as it affects Covered Employees to each employee assigned to the Client's WTXHITDA worksite.
- 2) Notwithstanding anything in Section 1 to the contrary, Client, through the Executive Committee, retains responsibility and control for: (a) the direction and control of the Covered Employees as necessary to conduct WTXHIDTA's business, discharge any applicable fiduciary duties, or comply with any licensure, regulatory or statutory requirements; (b) all goods and services produced by WTXHIDTA ; and (c) the acts, errors and omissions of Covered Employees committed within the scope of WTXHIDTA 's business. Client has not engaged RMP to manage or direct its business operations. Client, through the Executive Committee, shall have exclusive control over its business operations, facilities, equipment, vehicles and premises. Client, through the Executive Committee, shall be solely responsible for determining and implementing any steps necessary for the protection or safeguarding of money, property, trade secrets or confidential information against misuse, theft, misappropriation, damage or improper disclosure by the Covered Employees. Notwithstanding the above, Client and RMP acknowledge that a RMP employee shall be the supervising WTXHIDTA Director and shall have sole and direct daily responsibility and control over the WTXHIDTA site, employees, money, property and confidential information.
- 3) Any unresolved complaints may be referred to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711, telephone number (800) 252-2026 or (512) 463-5522.

- 4) **SERVICE FEE.** Client shall pay RMP a service fee included in the "RMP Bill Rate" amount described on the Data Sheet attached as Attachment A. During the term of this Agreement, RMP may increase the bill rate based on increases related to state or federal statutes or state or federal regulations in employment taxes, increases in Workers' Compensation insurance premiums and coverages including changes in experience ratings or classifications, or any change in the job positions required by Client, provided that RMP shall provide prior notice to Client (with copy to Executive Committee and WTXHIDTA Director) of the rate change and the date such rate change shall be effective. Any increase in the bill rate related to statutory or regulatory increases in employment taxes, Workers' Compensation experience ratings or classifications, shall be effective as of the date such change becomes effective for RMP, provided that RMP shall provide prior notice to the Client (with copy to Executive Committee and WTXHIDTA Director) of the rate change and the date such change shall be effective. Any job position changes required by Client or Executive Committee shall be made by written amendment to this Agreement and such changes may be incorporated into this Agreement consistent with the language set forth in this paragraph.
- 5) RMP shall give Client (with copy to Executive Committee and WTXHIDTA Director) thirty (30) days prior notice of any increase in the bill rate and/or modifiers or experience ratings for insurance and/or taxes. Client reserves the right to terminate this Agreement within thirty (30) days of receipt of such written notification of an increase in service fees and/or modifiers or experience ratings for insurance and/or taxes.
- 6) RMP shall pay the Covered employees biweekly and shall submit an invoice to the County Auditor (with copy to WTXHIDTA Director who shall review the invoice and submit it to the County Auditor certifying that it is accurate and correct) for each payroll period to the Client within 3 days of the end of each payroll period. The invoice shall be due and payable within 15 calendar days of Client's receipt, by the method Client has selected. The invoice shall credit the Client for any amount paid for the current month's salaries that were unpaid because of vacancies, terminations or any other reason. The payment methods are listed below:
- ☒ **CHECK EXCHANGE.** Payment-in-full of each payroll cycle's invoice is due within 15 days of Client's receipt of invoice.
- ☐ **WIRE TRANSFER.** A wire transfer of funds, initiated by you equal to the current payroll invoice, is due in our bank on or before the payroll distribution date. Confirmation of receipt of the wire, by our bank must be received prior to the check distribution date.
- ☐ **ACH WIRE TRANSFER.** A transfer of funds, initiated by RMP in the amount of the current payroll cycle's invoice, is due in our bank on or before the payroll distribution date.
- 7) **RATE ADJUSTMENTS.** The WTXHIDTA Director will assist RMP in the periodic evaluation of Covered Employees. RMP in consultation with WTXHIDTA Director and Executive Committee may use such evaluations to determine wage and rate adjustments, if any, for Covered Employees. Client reserves the right to approve the payment of such wage and rate adjustments based on the availability of grant funds.

8) **INSURANCE.**

- a) RMP shall furnish and keep in full force and effect at all times during the term of this Agreement, Workers' Compensation Insurance covering all Covered Employees as well as liability insurance for the protection of the public. RMP will provide certificates of insurance and/or proof of Workers' Compensation Insurance and liability insurance upon written request by Client.
- b) Client shall maintain premises liability insurance for any liability for property damage or personal injury arising from use of the WTXHIDTA worksite. Client will obtain and maintain coverage in the amount of \$500,000.00. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas and having an A.M. Best insurance rating of B++ or better.
- c) Covered Employees required to use their vehicles during the course of performing their job assignment shall maintain personal automobile insurance as required by law but with not less than eighty thousand dollars (\$80,000.00) per occurrence combined single limit.
- d) RMP and Client shall maintain all insurance required by this Agreement continuously and without lapse or break in coverage.

9) **ADMINISTRATION.** It is understood and agreed that RMP is an independent contractor and the Covered Employees are solely RMP Employees. RMP and Client are not partners or joint venturers. RMP shall undertake such administrative employment matters as payment of all federal, state and local employment taxes, providing workers' compensation coverage, as well as non-obligatory fringe programs for the Covered Employees, including such items as medical and dental insurance plans, 401(k) or other similar retirement plans.

10) RMP will provide copies of reports regarding payment of employment taxes, insurance and fringe benefits plans and reports on other administrative matters covered by this Agreement at the written request of the Client.

11) **APPROVAL OF SUPPLIED STAFF.** RMP shall endeavor to provide employees qualified and skilled in the area in which their services are to be utilized. Client, through Executive Committee, must advise RMP in writing of any specific job function position that requires a degree or license of specialization for which employee staffing is required. RMP agrees that the Executive Committee will select and designate the employees to be hired or retained under this agreement; RMP and Executive Committee shall, in good faith consult with each other in filling the WTXHIDTA positions. Client, through the Executive Committee shall have the right to reject or request the removal of any Covered Employee if a reasonable basis for such rejection or removal is presented in writing to RMP. Client shall not request the hiring, discipline, demotion, reassignment or removal of employees on any basis prohibited by law. If Client, through Executive Committee, rejects any Covered Employee or requires the removal of any Covered Employee, RMP agrees to cooperate with Executive Committee to find a suitable replacement within a reasonable time frame.

12) **RMP shall have no duty to safeguard any property of Client. RMP will undertake special steps to screen potential Covered Employees only on specific written agreement to do so but will require Client to cooperate with RMP in conducting pre-employment and/or post-employment (with continued employment contingent on results) background**

investigations, as permitted by law, for job positions with significant exposures such as truck drivers, security guards, accountants, etc. Client accepts all risks that Covered Employees may prove incompetent, untrustworthy or dishonest.

- 13) **HIRING OPTION.** Should RMP recruit employees for Client, Client may hire on to Client payroll for WTXHIDTA program any Covered Employee assigned under this Agreement provided that: Client pays RMP the total of such Covered Employee's straight-time hourly bill rate times one hundred and seventy three (173), the equivalent of one month's billings. Such fees are due and payable upon the Covered Employee's conversion to the Client's payroll, however, there shall be no fee assessed if the RMP Covered Employee is converted to the Client's payroll after ninety (90) consecutive days of assignment.
- 14) **EMPLOYMENT BENEFITS AND PAYMENT.** Paid non-work time such as vacation, holiday and sick leave as defined on Attachment A, shall be billed as hours worked. Regular, full-time Covered Employees assigned to Client shall be eligible to participate in the RMP medical, dental and life insurance plans provided by RMP in accordance with the insurance premium payment schedule specified in Attachment A.
- 15) **EMPLOYEE COMPENSATION.** Client understands and agrees that RMP does not sponsor or offer to the Covered Employees any commission plans, deferred compensation plans, parental leave pay, bonus programs, stock option programs or other compensation programs.
- 16) Changes in compensation of Covered Employees shall be effective only when received in writing in RMP's offices and accepted by RMP. Client shall not make any representations to the Covered Employees concerning the terms of RMP's employee benefits. Client shall refer Covered Employees to the summary plan descriptions or benefit plan booklets provided by RMP.
- 17) **WORKPLACE SAFETY.**
 - a) Client shall, at its sole expense, maintain its premises, workplaces, equipment, machinery, training and environmental factors in substantial compliance with all applicable law, regulations and standards, including OSHA regulations and the OSH Act. Client, at its sole expense, shall furnish to the Covered Employees all personal protective equipment, safety equipment and training required under any local, state or federal law, regulation or ordinance. Client shall cooperate with RMP in implementing and enforcing workplace safety and risk management policies. RMP and its insurers shall have the right, but not the duty, to inspect the premises of Client and to make recommendations pertaining to job safety. Client shall grant RMP and its insurers and consultants reasonable access to Client's premises and records relating only to the facility for up to one year past the end of any policy period.
 - b) The parties acknowledge that the WTXHIDTA Director shall be on-site on a daily basis and shall report all work-related accidents, injuries or illnesses to RMP and Client immediately, but in no event later than 24 hours from the time WTXHIDTA Director learns of the occurrence. Client, through the Executive Committee, shall make available light duty assignments for any injured Covered Employee who is able to return to work under light duty conditions. Client, Executive Committee and WTXHIDTA Director shall promptly comply with all requirements or directives of OSHA, any local, state or federal agency or RMP's insurance carriers. Client agrees that it shall be solely responsible for any

OSHA citations or violations, including any attributable to the acts or omissions of Covered Employees. To the extent that it becomes aware of any unsafe conditions, Client shall immediately notify RMP of any unsafe conditions at any location where Covered Employees are performing services on behalf of Client. Upon termination of Employee Staffing Agreement, the Client, upon written request of RMP, will receive Client's worksite loss experience data.

- c) Client shall adhere to the RMP Drug Free Workplace Policy to ensure a drug and alcohol free workplace.

18) NON-DISCRIMINATION.

- a) In dealing with the Covered Employees, RMP and Client shall fully comply with all local, state or federal law relating to equal employment opportunity and non-discrimination in employment.
- b) Client agrees that RMP may be legally obligated to make available same or fully equivalent employment opportunities to any Covered Employee eligible for reinstatement following leave under the Family & Medical Leave Act or any comparable law.
- c) Client agrees that RMP may be legally obligated to make available a reasonable accommodation to any Covered Employee entitled to such under the Americans with Disabilities Act, the federal Rehabilitation Act or any comparable law. Client shall bear the sole cost of providing reasonable accommodation at the WTXHIDTA worksite. Client shall bear the sole cost of complying with any architectural requirements of the Americans with Disabilities Act, the federal Rehabilitation Act or any similar law at the WTXHIDTA worksite.

Client shall give RMP reasonable advance written notice of: (a) any temporary or permanent shutdown of the WTXHIDTA site; or (b) any reduction in force resulting in the layoff of one-third or more of the Covered Employees working at the WTXHIDTA worksite. The parties understand and acknowledge that the funding for this project is provided through a Grant and payment is dependent on the funding and continued funding through that Grant. In the event that no, or insufficient, grant funds are received, this Agreement shall automatically terminate and have no further force and effect, except that County shall pay wages incurred until the effective termination date. RMP further understands and acknowledges that the Client is a political subdivision of the State of Texas and this Agreement is subject to the annual appropriation of funds by the County Commissioners. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the Client shall be entitled to immediately terminate this Agreement, without penalty or liability.

19) INDEMNITY.

- a) RMP shall indemnify and hold harmless Client, its elected officials, employees or agents from any claims, expenses or judgments based on: the failure of RMP to pay the Covered Employees utilized by Client; the failure of RMP to pay its withholding or employment taxes attributable to the Covered Employees utilized by Client; or, RMP's failure to maintain a statutory policy of workers' compensation insurance; provided, however, that RMP's obligation to indemnify Client shall be contingent on Client having paid in full all

RMP invoices and having provided RMP complete and accurate information about the hours worked and nature of work of the Covered Employees.

- b) RMP indemnifies and holds harmless Client from and against any and all losses, liabilities, claims, suits, demands, damages, injuries, costs, and expenses arising solely out of the negligent or willful failure of any RMP employee (employed solely by RMP at its corporate office) to comply with applicable worker's compensation, payroll tax or withholding tax laws, rules, and regulations. This indemnity expressly excludes and does not cover claims based on, related to or arising out of any acts, omissions or conduct of any Covered Employee.
- c) In the event of a lawsuit, arising from an employment issue is filed against either the Client, its elected officials, employees and/or agents or arising from the performance of RMP's employees, agents, subcontractors or assignees, Client and RMP agree that RMP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties. Each party shall immediately notify the other of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim, but each party shall retain sole control of its defense while the action is pending and shall be responsible for its own costs of defense.

20) **DEFAULT PROVISIONS.** The following without limitation shall constitute material breaches of the Agreement by Client: (1) failure to pay a service fee when due; (2) failure to properly report all time worked and wages of Covered Employees; (3) failure to disclose or to misrepresent key information regarding the nature of work duties, business operations and locations of workers; (4) non-compliance with terms of this Agreement or workplace policies related to employment practices, safety and return-to-work programs, or timely injury reporting; (5) failure to comply with any directive regarding health and safety from RMP, RMP's Workers' Compensation Insurance Carrier or any government agency; or (6) committing any act that usurps RMP's rights as an employer of the Covered Employee(s) provided under this Agreement. With regard to items 1 through 4, default shall be immediate upon receipt of written notice of default. With regard to items 6 through 7, a reasonable time, not to exceed fifteen (15) days, to initiate compliance shall be given Client after receipt of written notice of default. In the event of Client termination, RMP will provide all worksite employees with immediate written notice of the termination.

21) **ASSIGNMENT.** Neither RMP nor Client shall assign this Agreement or its rights and duties hereunder, or any interest herein, without the prior written consent of the other party.

22) **INTEGRATION.** This Agreement, and the Attachments thereto, constitutes the entire Agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by written amendment signed by both parties.

23) **WAIVER.** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any

subsequent breach nor affect the effectiveness of this Agreement, nor any part thereof, nor prejudice either party as regards to any subsequent action.

- 24) **NOTICES.** Any notice or demand to be given hereunder by either party shall be effected by personal delivery in writing or by certified mail, postage prepaid, return receipt requested, and shall be deemed communicated upon receipt. To the extent any notice is required of an immediate or urgent nature, facsimile transmission is acceptable with a follow-up copy by personal delivery or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the party's principal place of business, or as set forth in this Agreement, but each party may change the address by written notice in accordance with this paragraph.
- 25) **ATTORNEY FEES.** In the event that any action is brought by either party hereto as a result of a breach or default in any provision of this Agreement, the prevailing party in such action shall be awarded reasonable attorney fees and costs in addition to any other relief to which the part may be entitled.
- 26) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Texas and venue shall lie in El Paso County. This Agreement shall be binding on and inure to the benefit of RMP and Client and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.
- 27) **PARTIAL INVALIDITY.** Should any term, warrant, covenant, condition or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and shall stand as if the unenforceable part did not exist.
- 28) **PARAGRAPH HEADINGS.** The paragraph headings of this Agreement are for reference only and shall not be considered as the interpretation of this Agreement.
- 29) **VALIDITY.** This Agreement shall be valid and enforceable only after it has been signed by both Client and an authorized representative of RMP.

ATTEST:

COUNTY OF EL PASO, TEXAS

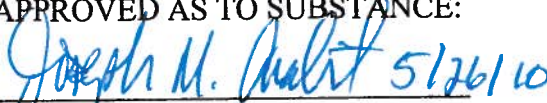
El Paso County Clerk

By _____
County Judge Anthony Cobos

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Assistant County Attorney



Joseph Arabit, Chairperson
WTXHIDTA Executive Committee

R.M. PERSONNEL, INC.

By: 

Ceci Miles Mulvihill, President

Effective 091110

ATTACHMENT A.
DATA SHEET
LABOR SERVICE AGREEMENT WITH West Texas HIDTA

1. **SERVICE FEE.** The Service Fee is the RMP BILL RATE below.

| JOB FUNCTION/POSITION | W/C CODE | STRAIGHT-TIME BILL RATE |
|-------------------------|----------|----------------------------|
| Professional & Clerical | 8810 | 1.1621 |

RMP Bill Rate includes payment for: (1) Employee gross pay; (2) FICA Employer Contributions; (3) State Unemployment Tax; (4) Federal Unemployment Tax; (5) Worker Compensation Insurance Premium; (6) Safety Program; (7) RMP administrative fee.

Should RMPersonnel, Inc. recruit for you, first three months of employment would be billed at a rate of 1.35. Upon completion of three months, bill rate would be reduced to corresponding rate as stated above.

The Bill Rate will be adjusted, as provided for in this Agreement, for changes in the amounts paid by RMP for mandatory taxes and worker compensation insurance.

2. **PAID NON-WORK TIME.** Billed at the applicable RMP Bill Rate cited above.

Holidays: Fourteen Holidays – County Holidays

| | | |
|------------------|--------------------|------------------------|
| Veteran's Day | Thanksgiving Day | Day After Thanksgiving |
| Christmas Eve | Christmas Day | New Year's Eve |
| New year's Day | Martin Luther King | President's Day |
| Cesar Chavez Day | Memorial Day | Juneteeth |
| Independence Day | Labor Day | Columbus Day |

Vacation: Not Applicable

Sick Leave: Not Applicable

Bereavement Leave: Not Applicable

Jury Duty: An employee who is called to serve on a jury shall be given leave to perform such service. The employee is expected to report for work when not required by the court to serve as a juror.

3. **GROUP MEDICAL PLAN.**

Client has the option of participating in the Group Medical Plan. A minimum enrollment of 75% of eligible employees is required. Participation in this plan will include a basic life term insurance for enrolled employees. Please indicate below if you choose to participate.

Yes X

No

The amount to be contributed by client may be determined by client.

| High Option | EMPLOYEE ONLY INSURANCE | EMPLOYEE AND CHILD INSURANCE | EMPLOYEE AND SPOUSE INSURANCE | EMPLOYEE AND FAMILY INSURANCE |
|--|-------------------------------|------------------------------------|-------------------------------------|-------------------------------------|
| CLIENT/RMP monthly premium (billed by RMP) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| EMPLOYEE monthly premium (payroll deduction) | <u>\$315.97</u> | <u>\$653.04</u> | <u>\$817.64</u> | <u>\$1,102.96</u> |
| Monthly Total | \$315.97 | \$653.04 | \$817.64 | \$1,102.96 |
| Low Option | EMPLOYEE ONLY INSURANCE | EMPLOYEE AND CHILD INSURANCE | EMPLOYEE AND SPOUSE INSURANCE | EMPLOYEE AND FAMILY INSURANCE |
| CLIENT/RMP monthly premium (billed by RMP) | \$ 00.00 | \$ 00.00 | \$ 00.00 | \$ 00.00 |
| EMPLOYEE monthly premium (payroll deduction) | <u>\$261.02</u> | <u>\$539.10</u> | <u>\$674.92</u> | <u>\$910.30</u> |
| Monthly Total | \$261.02 | \$539.10 | \$674.92 | \$910.30 |

Premium amounts cited above are subject to change as provided for in this agreement.

4. **401 (k) Profit Sharing Plan**

Client has the option of sponsoring a 401 (k) Savings Plan for employees. Set-up fee is \$ 25.00/employee or minimum \$350.00 per client. Client may choose to pay all administrative costs or assign expense to employees. Details provided by Slavic 401k. Please indicate below if you are interested in this presentation.

Yes X

No

FOR County of El Paso, Texas, a political subdivision of the State of Texas ("Client") on behalf of West Texas HIDTA Executive Committee ("Executive Committee") which has responsibility under the grant agreement between the County and the Office of National Drug Control Policy for the management of the West Texas HIDTA program ("WTXHIDTA"), a program funded exclusively by federal grant funds to coordinate certain law enforcement activities in West Texas: _____ DATE: _____

FOR RMPersonnel Inc.:

Ceci M. Mulvihill

DATE:

5/3/10