

Lexington Fayette Urban County Government ("LFUCG")
116 Cisco Road
Lexington, KY 40504

General Conditions

Thank you for using OmniSource Integrated Supply, LLC ("OmniSource") for your staffing needs. OmniSource employee(s) ("Assigned Employee(s)") are assigned to you under the following General Conditions:

OMNISOURCE Responsibilities

OMNISOURCE will provide to LFUCG the services of its employees ("Assigned Employees") as requested by LFUCG. LFUCG will use the services of OMNISOURCE as a provider of Assigned Employees for the job titles outlined in the Payment Terms.

OMNISOURCE agrees to assume full responsibility for paying wages, withholding, and transmitting payroll taxes; making unemployment contributions; providing workers compensation insurance; handling unemployment and workers' compensation claims. Assigned Employees will not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by LFUCG to its direct employees.

OMNISOURCE will recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to LFUCG's facilities prior to their assignment at LFUCG facility. All Assigned Employees will be subjected to a 5 panel drug screen and social security number verification through the Social Security Administration.

OMNISOURCE will maintain general liability, workers compensation and employers liability insurance.

LFUCG'S Responsibilities

LFUCG will provide the Assigned Employees of the OMNISOURCE with a safe work environment. LFUCG will provide the Assigned Employees with an orientation on job specific safety rules, job specific Hazardous Communications training, other training such as emergency evacuation, proper use of personal protective equipment (PPE) and any other necessary safety training. Within 48 hours of an injury to an Assigned Employee, LFUCG will provide a complete accident report to OMNISOURCE. LFUCG is responsible to include any recordable injury to Assigned Employees (s) in their OSHA 300 log and for compliance with the Occupational Safety and Health Act and comparable state laws and regulations.

LFUCG shall notify OMNISOURCE if the job description changes for the Assigned Employee(s), so that OMNISOURCE can determine if workers compensation classification code requires modification

LFUCG agrees that it will not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, confidential or trade secret information, negotiable instruments, or other valuables without the prior written permission of OMNISOURCE.

LFUCG and OMNISOURCE Dual Responsibilities

LFUCG and OMNISOURCE affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. LFUCG and OMNISOURCE agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, LFUCG and OMNISOURCE agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent permitted by law, OMNISOURCE agrees to defend, indemnify, and hold LFUCG harmless of and from any and all claims or losses that LFUCG actually incurs (including reasonable attorney's fees) caused by the fault, negligence, gross negligence, or recklessness of OMNISOURCE.

To the extent permitted by law, LFUCG agrees to defend, indemnify, and hold OMNISOURCE harmless against any and all claims, losses, and liabilities that OMNISOURCE incurs (including reasonable attorney's fees) that are caused by the fault, negligence, gross negligence, or recklessness of LFUCG. This is not deemed a waiver of sovereign immunity or any other third party defense available to LFUCG.

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Payment Terms

Based upon Regular Time Rate of \$14.25 per hour

JOB TITLE REGULAR MARK UP % O.T. MARK UP% TERMS

CSEEP Web EOC Coordinator if new employee is sourced	40%	26%	Net Due upon receipt
Travel and Expenses	LFUCG to reimburse employee	NA	NA

1. 5-Panel Drug Screen - No Charge
2. Credit Limit \$25,000. Pay Period is Monday to Sunday. LFUCG will be billed weekly.
3. LFUCG will provide approved timesheets for all OmniSource Assigned Employees by Noon Monday for the week ending the prior Sunday. The approved timesheets and/or having OmniSource Assigned Employees working at your facility or on LFUCG's behalf indicates your acknowledgement and agreement to the General Conditions and these Payment Terms.
4. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. The disputed portion of the invoice will be resolved in a timely manner by both parties.
5. In the event an Assigned Employee works more than forty (40) hours in any work week for LFUCG, that Assigned Employee is entitled to overtime compensation as provided by law and LFUCG agrees to an increase in the bill rate of one and one half times (1.5 times) the regular bill rate.
6. Temp to Perm: Assigned Employee may be converted to LFUCG's own payroll (as LFUCG's direct employee) after they have worked for LFUCG at least 540 billed hours as an employee of OmniSource. A conversion fee prior to the 540 hours can be worked out by the mutual agreement of both parties.
7. In the event that LFUCG fails to pay the invoice within the terms above, then LFUCG agrees to pay all of OMNISOURCE's costs of collections, including reasonable attorneys' fees, whether or not legal action is initiated.
8. Late fee of 1.5% per month will be charged on all balances over term.
9. This Agreement shall exist for one year with automatic renewals unless written notice of termination is given. This Agreement may be terminated by either party with 30 days' written notice to the other party, without reason or cause. In the event the LFUCG is past due on payments, OmniSource may terminate this agreement upon 24 hours written notice.
10. OmniSource's Assigned Employee's are assigned to LFUCG under the General Conditions, which have been provided to LFUCG.

OmniSource Integrated Supply, LLC

LFUCG

Greg Huelsman
GREG HUELSMAN
 Printed Name/Title

 Printed Name/Title

1-31-13
 Date

 Date