

THE STATE OF TEXAS

AGREEMENTS  
PERSONAL SERVICES AGREEMENT  
BILL WHITFIELD FOR ADMINISTRATIVE  
DOCUMENT PREPARATION  
PUBLIC WORKS

COUNTY OF COLLIN

On **October 7, 2002**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

|                       |                    |                                 |
|-----------------------|--------------------|---------------------------------|
| <b>Ron Harris</b>     |                    | <b>County Judge, Presiding</b>  |
| <b>Phyllis Cole</b>   |                    | <b>Commissioner, Precinct 1</b> |
| <b>Jerry Hoagland</b> | <b>NOT PRESENT</b> | <b>Commissioner, Precinct 2</b> |
| <b>Joe Jaynes</b>     |                    | <b>Commissioner, Precinct 3</b> |
| <b>Jack Hatchell</b>  |                    | <b>Commissioner, Precinct 4</b> |

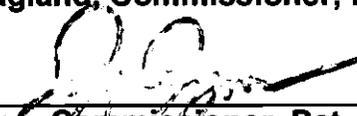
During such session the court considered a request for approval of a Personal Services Agreement No. 09159-02 with Bill Whitfield to provide administrative document preparation required for the repair of Soil Conservation Structures as assigned.

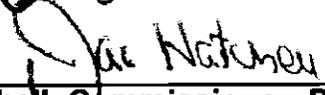
Thereupon, a motion was made, seconded and carried with a majority vote of the court to approve the Personal Services Agreement No. 09159-02 with Bill Whitfield to provide administrative document preparation required for the repair of Soil Conservation Structures as assigned. Same is hereby approved in accordance with the attached documentation.

  
\_\_\_\_\_  
Ron Harris, County Judge

  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

**NOT PRESENT**  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4

ATTEST:

  
\_\_\_\_\_  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S



# COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

This space for Court Clerk

**AGENDA NUMBER:**

ON THE TUESDAY PRIOR TO THE MONDAY MEETING.

RECEIVED  
COMMISSIONER'S COURT

REGULAR \_\_\_\_\_

CONSENT \_\_\_\_\_

INSTRUCTIONS ON THE REVERSE

OCT -1 PM 12:37

## REQUESTING DEPARTMENT

Date: 9/16/02 Court Date: 10/7/01 Phone/Ext: 3700 Department: Public Works

Description of Agenda Item: Consideration and approval of Personal Service Agreement by and between

Collin County and Bill Whitfield.

### BUDGET RELATED INFORMATION

*MUST COMPLETE FOR ALL EXPENDITURES/RFP'S*

This item is part of the current budget:  Yes  No

Amount Budgeted: 185,000  
(or needed)

Account Number: 010-8601-671-6060

*in FY03*

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

## PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s): \_\_\_\_\_

### CHECK TWO OF THE BELOW

|           |           |
|-----------|-----------|
| ADVERTISE | BIDS      |
| AWARD     | PROPOSALS |

BOND REQUIRED: \_\_\_\_\_  
ANNUAL ACTION: \_\_\_\_\_  
AD DATES: \_\_\_\_\_

INS. REQ'D: \_\_\_\_\_  
EFFECTIVE: 10/1/02 thru 9/30/03  
OPEN DATE/TIME: \_\_\_\_\_

Item Description for Agenda: Commissioners' Court consideration and approval to enter into a Personal Service Agreement No. 09159-02 with Bill Whitfield to provide administrative document preparation required for the repair of Soil Conservation Structures as assigned.

Remarks: \_\_\_\_\_

PURCHASING AGENT SIGNATURE: \_\_\_\_\_

## AUDITOR'S OFFICE ACTION & COMMENTS

### BUDGET/FUNDING VERIFICATION

|                     |                                     |
|---------------------|-------------------------------------|
| BUDGETED            | <input checked="" type="checkbox"/> |
| UNBUDGETED          |                                     |
| FUNDS NOT AVAILABLE |                                     |

|                                    |                                     |
|------------------------------------|-------------------------------------|
| FUNDS AVAILABLE                    | <input checked="" type="checkbox"/> |
| ACCOUNT NUMBER FOR AVAILABLE FUNDS |                                     |
| (Needed for Agenda Submission)     |                                     |
| <u>010-8601-671-6060</u>           |                                     |

### BUDGET AMENDMENT REQUIRED

NON-EMERGENCY, Sec 111.001 LGC  
EMERGENCY, Sec 111.010 LGC

### FUNDS TRANSFER RECOMMENDATION

| AMOUNT   | From | DEPARTMENT NAME | ACCOUNT NUMBER |
|----------|------|-----------------|----------------|
| \$ _____ | From | _____           | _____          |
| \$ _____ | From | _____           | _____          |
| \$ _____ | To   | _____           | _____          |
| \$ _____ | To   | _____           | _____          |

Remarks: \_\_\_\_\_

COUNTY AUDITOR SIGNATURE: \_\_\_\_\_

## BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

*BUDGETED*

BUDGET OFFICER SIGNATURE: \_\_\_\_\_

RECEIVED  
 PURCHASING AGENT  
 02 SEP 21 AM 9:34



September 18, 2002

TO: Judge Harris & Commissioners

FROM: Jon Kleinheksel, Director of Public Works 

RE: Personal Service Agreement By and Between Collin County and Bill Whitfield

Upon your consideration, we request permission to enter into a Personal Service Agreement between Collin County and Bill Whitfield. Mr. Whitfield will work in the capacity of Independent Consultant toward the repair of County maintained Flood Water Retarding Structures (FWRS).

The County currently maintains 95 FWRS. Five structures are in **immediate** need of repair to the dams.

Mr. Whitfield, in his capacity as Independent Consultant, will serve as a liaison for the County with the Texas Natural Resource Commission (TNRCC) and the Collin County Soil and Water Conservation Board. Mr. Whitfield's services shall be to, but not limited to, provide administrative document preparation required for the repair of the Soil Conservation Structures.

Collin County shall pay Mr. Whitfield the sum of \$2,083.33 per month for each month of documented work in the performance of this agreement.

In many cases involving activities such as consulting services, engineering studies, maintenance activities, etc., the money spent on these services can be applied to the County's share or portion of the repair. These services fall under the umbrella of "In Kind Services", which the TNRCC recognizes as monies applied to given projects.

If you have any questions or require additional information, please feel free to contact me and I will respond accordingly.

AGREEMENT NO. 09159-02

COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Bill Whitfield, herein also referred to as provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be to, but not be limited to, provide administrative document preparation for the repair of Soil Conservation Structure(s) as assigned. All duties shall be performed in a manner, consistent with Collin County procedures and policies.

Completion of all applicable forms shall include, but not be limited to, the following:  
Standard Form 424,

Document and prepare report(s) as required by memorandum(s) of understanding between NRCS/USDA and Collin County,

Develop/generate letters, and

Memos and required paperwork, etc.

Initiate, coordinate, plan and attend all meeting as required to facilitate coordination of all interested parties toward the completion of application(s) for federal assistance, under the small watershed rehabilitation program (Public Law 106-472, and related NRCS water shed programs, for the repair and upgrade of Collin County designated NRCS Flood water retarding structures in Collin County.

Serve as Collin County's representative liaison to coordinate and complete all required documentation for the repair of soil conservation flood water retarding structures.

Coordinate activities with all interested parties, sponsors, landowners, and consultants as required.

COMPENSATION FOR SERVICES: Collin County shall pay \$2,083.33 per month for each month of documented work in the performance of this agreement. No other expense or reimbursement shall be borne by Collin County.

- INVOICES shall state work completed and shall be mailed to the Collin County Auditor's Office, 210 S. McDonald, Suite 636, McKinney, Texas 75069, and a copy mailed to Collin County Service Center, 700A West Wilmeth Road, McKinney TX 75069.
- PAYMENT will be made for work completed in accordance with the V.T.C.A. Government code, Title 10, Subtitled F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This effective date of this agreement shall be October 1, 2002, through and including September 30, 2003, with the option to extend for one (1) additional year through and including September 30, 2004. Both parties agree that Collin County has the right to terminate this agreement at any time without cause or prior notice.

This agreement shall remain in effect until any of the following occurs: agreement expires, delivery of products and/or completion of project, acceptance of services, terminated by either party with a thirty (30) days written notice prior to any cancellation and must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to: perform in accordance with terms and conditions of the agreement as stated herein.

ADDITIONAL CONDITIONS:

BENEFITS: As an independent contractor, Bill Whitfield is not an employee, agent or servant of Collin County and is not entitled to any benefits offered to Collin County Employees. Contractor agrees to waive any liability on

## AGREEMENT NO. 09159-02

the part of Collin County during the performance and term of this agreement and shall be responsible for his own act of negligence in the execution and/or performance of services in connection with this agreement.

**WORKERS COMPENSATION:** Bill Whitfield shall provide his own workers compensation insurance coverage and agrees that he shall not be entitled to any coverage under Collin County Workers Compensation program.

**INDEMNIFICATION:** Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the provider, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this agreement. Provider shall pay any judgment with cost which may be obtained against Collin County growing out of such injury or damages.

**VENUE:** This Agreement shall be governed by the laws of the State of Texas. Venue for any and all claims or disputes arising out of or relating to this Agreement shall lie in Collin County, Texas.

**AMENDMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms and/or conditions stated in this Agreement. All Amendments to this Agreement will be made in writing by the Collin County Purchasing Agent.

**GIFTS:** The provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

**CONFLICT OF INTEREST:** No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

### INSURANCE REQUIREMENTS:

Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Commercial General Liability insurance at minimum combined single limits of (\$100,000 per-occurrence and \$100,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$100,000 per occurrence. Coverage must be written on an occurrence form.

Commercial Automobile Liability insurance shall be no less than \$100,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

AGREEMENT NO. 09159-02

All insurance shall be purchased from an insurance company that meets the following requirements:

A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to Collin County.

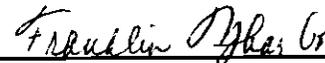
THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the personal service provider and Collin County.

AGREED TO AND ACCEPTED THIS  
16 DAY OF Oct., 2002

  
Bill Whitfield

EXECUTED AND ACCEPTED THIS  
17 DAY OF October, 2002

COLLIN COUNTY

By:   
Frank Ybarbo  
Collin County Purchasing Agent

Court Order No: 2002-815-10-07