AGREEMENT NO. 06674-09

COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is enter into by and between James White (herein also referred to as provider) and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed for park maintenance for Parkhill Prairie Preserve (east of Blue Ridge on CR668) under the supervision of the Collin County Special Projects Department. All duties shall be performed in a safe manner, consistent with Collin County safety procedures and policies. Provider shall perform all duties as indicated below.

Parkhill Prairie Preserve

1. General Maintenance

1.1 Unlock main entrance gate daily, seven (7) days a week, at sunrise or within one (1) hour before or after sunrise.

1.2 Lock main entrance gate daily, seven (7) days a week, at sunset or within one (1) hour before or after sunset.

1.3 Maintain restrooms; these tasks shall be performed on an "as needed" basis, but not less than one (1) time per week. Tasks include, but not limited to:

1.3.1 Sweeping and mopping floor (interior and porch);

1.3.2 Removing wasp nests, spider webs, etc;

1.3.3 Washing walls, removing graffiti;

1.3.4 Cleaning fixtures;

1.3.5 Replacing toilet paper, etc.

1.4 Maintain park area; these tasks shall be performed on an "as needed" basis, but not less than one (1) time per week. Tasks include, but not limited to:

1.4.1 Trash pickup (around picnic shelters, along hard surfaced trails, trailheads, restrooms, pond edges, and all parking areas). All trash material shall be placed in trash receptacles along park road near parking areas. Trash hauling and replacement of plastic trash bags will be by others, under a separate contract;

1.4.2 Sweep concrete picnic pads;

1.4.3 Remove wasp nests, spider webs, etc.

1.5 Report unlawful or unauthorized activities to Sheriff's Office.

1.6 Report any and all site damage, vandalism, unauthorized activity/use to Collin County Special Projects Manager.

All tools, cleaning equipment and supplies will be furnished by Collin County, including water hoses, brooms, mop, dustpan, buckets, floor and wall cleaners, fixture sanitizing cleaner, toilet paper, and other items necessary to perform duties.

LOCATION DESCRIPTION:

Parkhill Prairie Preserve is a County owned park and natural area located East of Blue Ridge on County Road 668. Park development consists of a picnic area and associated amenities which include three (3) picnic shelters with two (2) tables and grill each, two (2) single picnic tables; one (1) restroom building with two (2) units; two (2) trailhead interpretive displays; two (2) drinking fountains; approximately one (1) mile of compacted gravel trail with boardwalk; park road; one (1) large parking lot with trash receptacle; four (4) small parking areas with trash receptacle; two (2) fishing ponds; and park signature.

COMPENSATION FOR SERVICES:

Collin County shall pay the monthly rate of $425.00 for the work to be completed in the performance of this agreement. No other expense or reimbursement shall be borne by Collin County.

1. INVOICES, along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the Special Projects manager for approval prior to being submitted to the Collin County Auditor's Office.

2. PAYMENT will be made for hours worked, in accordance with VTCA Government code, Title 10, Subtitled F, Chapter 2251.

3. SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT:

This agreement will begin October 1, 2009, and will end on September 30, 2010. Collin County reserves 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) day 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, James White 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 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: James White 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 an 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 notify 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.

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
29 DAY OF June, 2009

James White

James White

EXECUTED AND ACCEPTED THIS
_____ DAY OF _____, 2009

COLLIN COUNTY

_____

Frank Ybarbo, Purchasing Agent