AGREEMENT NO. 09322-11

COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

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

STATEMENT OF WORK: Services shall be performed for park maintenance for Sister Grove Park 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.

Sister Grove Park

1. General Maintenance

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

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

1.3 Unlock restroom facility daily, seven (7) days a week, at sunrise or within one (1) hour before or after sunrise.

1.4 Lock restroom facility daily, seven (7) days a week, at sunset or within one (1) hour before or after sunset.

1.5 Pick up trash in and around parking, restroom, main pavilion, picnic area and trailhead areas. All trash materials shall be placed in trash receptacles. (Trash hauling and bag replacement not included in this agreement.) Trash pick up shall be performed on an "as needed basis", but not less than one (1) time per week. Trash (i.e. paper, glass, plastic) shall not be left on the ground to be wind blown or broken.

1.6 Clean restroom facility on an "as needed basis," but not less than one (1) time per week. Restroom cleaning shall include, but not limited to, stocking toilet paper, wiping down fixtures and removing trash.

1.7 Sweep sidewalks, pavilion, and picnic areas on an "as needed basis."

Monthly $550.00

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LOCATION DESCRIPTION:

Sister Grove Park is a County owned natural area located east of Princeton on County Road 562. Development currently consists of a parking lot, hiking and off road bicycle trail, restroom facilities, pavilion, and picnic areas. Trail maintenance is provided by volunteers.

COMPENSATION FOR SERVICES:

Collin County shall pay the monthly rate as stated in this agreement for the work in the performance of this agreement. No other expense or reimbursement shall be borne by Collin County.

1. INVOICES 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, 2011, and will end on September 30, 2012. 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, Jody Howard 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 her own act of negligence in the execution and/or performance of services in connection with this agreement.

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WORKERS COMPENSATION: Jody Howard shall provide her own workers compensation insurance coverage and agrees that she 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
22 DAY OF Sept, 2011

Jody Howard
Jody Howard

EXECUTED AND ACCEPTED THIS
_____ DAY OF _____, 2011

COLLIN COUNTY

_____
Frank Ybarbo, Purchasing Agent