AGREEMENT NO. 09319-11

Collin County
Personal Services Agreement

THIS AGREEMENT, entered into by and between Nathan McTee, herein referred to as "Provider", and Collin County, Texas.

STATEMENT OF WORK: Nathan McTee shall provide all services and abide by all requirements, as indicated below:

1. Cultivate 150 acres ± as shown on attached location map.

2. Remove all trash and debris resulting from cultivation and properly disposing of it off-site at provider's expense.

3. Access to native prairie shall be along designated field lane only. Trucks and equipment shall not be permitted when land is wet. Land is considered wet if a vehicle's tires will make ruts.

4. Provider shall be responsible for keeping gates closed and locked in order to prohibit unauthorized access.

5. Provider shall purchase and spread river rock on existing main park drive. On an as needed basis.

6. No other use of premises is allowed.

7. Provider shall be responsible for all bills for materials, supplies, equipment, etc. incurred as a result of these services provided at or on said premises.

8. Provider shall complete miscellaneous maintenance tasks, pertaining to Parkhill Prairie, as requested by Special Projects Department.

SITE LOCATION: Subject site is located approximately five (5) miles east of Blue Ridge, Texas on County Road 668.

COMPENSATION FOR SERVICES: Provider shall retain all profits from cultivation of hay or crops. Upon removal of hay or crops from the premises, the hay or crops become the sole property of provider and the sole responsibility of the provider.

TERM OF AGREEMENT: This agreement will begin on October 1, 2011 and will end on September 30, 2012 with the option to renew for one additional year. Collin County retains the right to terminate this agreement at any time without cause or prior notice.

ADDITIONAL CONDITIONS:

BENEFITS: Nathan McTee is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

WORKERS COMPENSATION: Nathan McTee shall provide his own workers compensation insurance coverage and shall not be entitled to any coverage under Collin County Workers Compensation program.

INSURANCE: 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 or Ranch Owners Liability insurance at minimum combined single limits of ($500,000 per-occurrence and $500,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations $500,000 per occurrence. Coverage must be written on an occurrence form.

Commercial Automobile Liability insurance shall be no less than $300,000 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 or Ranch 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.

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 coverage's according to requirements and instructions contained herein.

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

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 injury to or damages received or sustained by any person, persons, or property on account of any

negligent act or fault in 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 will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.
CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms or conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

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

Nathan McDer

EXECUTED AND ACCEPTED THIS
13 DAY OF October, 2011

COLLIN COUNTY

By: Franklin Ybarbo
Frank Ybarbo, Purchasing Agent

10/12/11