

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Personal Services Agreement, Jan Kearney – Development Services

On October 11, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward Not Present

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of a Personal Services Agreement with Jan Kearney.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Personal Services Agreement with Jan Kearney to pick up and legally dispose of large deceased livestock on an as needed basis and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Jerry Hoagland, Commissioner, Pct. 2

Joe Jaynes, Commissioner, Pct. 3

Not Present

Kathy Ward, Commissioner, Pct. 4



ATTEST:

Stacy Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

**COLLIN COUNTY
PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between Jan Kearney (herein also referred to as provider) and Collin County, Texas.

STATEMENT OF WORK: Pick up deceased large livestock on an as needed basis and legally dispose of animal. Provider agrees to be on call twenty-four (24) hours a day.

LOCATION DESCRIPTION: To be performed in unincorporated Collin County and within City Limits that have Interlocal Agreements with Collin County for such services.

COMPENSATION FOR SERVICES: Collin County shall pay a rate of \$195 per animal. 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 Division Manager, Animal Services for approval prior to being submitted to the Collin County Auditor's Office.
2. **PAYMENT** will be made for hours worked, in accordance with the 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 on October 1, 2010, and will terminate on September 30, 2011 with an option for three (3) annual renewals.

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 fourteen (14) calendar 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, Jan Kearney 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: Jan Kearney shall provide her 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.

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
26 DAY OF sept, 2010

Jan Kearney
Jan Kearney

EXECUTED AND ACCEPTED THIS
12 DAY OF October, 2010

COLLIN COUNTY

By: Franklin Ybarbo
Frank Ybarbo, Purchasing Agent

2010-824-10-11

10/12/10
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