

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Professional Services Agreement, Marvin Doolittle – District Attorney

On **September 16, 2013**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Cheryl Williams
Chris Hill
Duncan Webb

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 Marvin Doolittle (Agreement No. 2013-363).

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a Personal Services Agreement with Marvin Doolittle (Agreement No. 2013-363) to perform blood draws, grant exemption from the bid process per Local Government Code 262.024(a)(4) Personal Services and further authorize the Purchasing Agent to finalize and execute the agreement. Same is hereby approved in accordance with the attached documentation.



Keith Self, County Judge

Matt Shaheen, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, TEXAS

AGREEMENT NO. 2013-363

COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT entered into by and between Marvin Doolittle, herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed in accordance with the attached scope as outlined in Exhibit A, attached herewith.

All duties shall be performed in a manner, consistent with Collin County procedures and policies.

TERM OF AGREEMENT: This agreement will begin on August 26, 2013 through September 30, 2014. This Agreement may be extended for an additional one (1) year periods (August 27th through September 30th of each year), with a contract amendment executed by both parties upon approval by Commissioners' Court and continuation of grant funding.

CONTRACT TERMINATION: The parties agree that the County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Provider. In the event of such termination without cause, Provider shall deliver to the County all furnished or unfurnished documents or other items prepared by Provider in connection with this Agreement. Provider shall have the right to terminate this Agreement upon thirty (30) days written notice to the County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Provider shall be entitled to compensation for any all services completed to the satisfaction of the County in accordance with the provisions of this Agreement prior to termination. If funds are exhausted from the blood draw grant no Provider services will be utilized.

COMPENSATION FOR SERVICES: Services shall be billed at a rate of Twenty Five Dollars (\$25.00) an hour from August 26, 2013 through September 30, 2013 and Twenty Six Dollars (\$26.00) an hour beginning October 1, 2013. Services are to be invoiced on a weekly basis for the work performed under this agreement. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES shall state dates and hours worked and the total amount(s) billed. For statistical tracking purposes, the invoice shall also include the number of blood draws completed per day per Provider. The invoice shall be signed and submitted to the Collin County District Attorney's Office to the attention of Della Bryant, Administrative Manager, 2100 Bloomdale Road, Ste. 100, McKinney, Texas, and one sent to Accounts Payable: accountspayable@collincountytx.gov.
- PAYMENT will be made for hours worked 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.

ADDITIONAL CONDITIONS:

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

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.

AGREEMENT NO. 2013-363

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 and 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.

RENEWAL OF AGREEMENT: At the discretion of Collin County and approval by the Provider, this agreement may be renewed for additional time periods to incorporate additional phases or work as determined by Collin County. The cost of such services shall be determined by Collin County and Provider and shall be established at a not to exceed amount.

LICENSES, PERMITS, ETC: Provider represents and warrants to County that he/she has all licenses, permits, qualifications and approvals legally required for Provider to practice his/her profession. If at any time Provider ceases to have the licenses, permits, qualification or approvals required for Provider to practice his/her profession, Provider shall immediately notify County and this Agreement may be terminated at the County's sole discretion.

INSURANCE: By signing this agreement, Provider agrees to meet all insurance requirements as set forth in Exhibit "B" which is attached hereto and thereby made a part of this Agreement.

MEDICAL INSURANCE: By signing this agreement, Provider is certifying that he/she has medical insurance, and agrees that he/she shall not be entitled to any coverage under 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
29 DAY OF Aug, 2013.

MARVIN DOOLITTLE

By: Marvin O Doolittle LVN
(Print Name & Title)

EXECUTED AND ACCEPTED THIS
20 DAY OF September, 2013.

COLLIN COUNTY

By: Michalyn Rains
Michalyn Rains, CPPO, CPPB
Purchasing Agent

Court Order No. 2013-692-09-16

EXHIBIT “A”

Scope of Services

The scope of services shall consist of blood draws from suspected DWI violators at the request of law enforcement personnel and shall be performed by a Qualified Healthcare Professional. If requested, Provider agrees to be available for blood draws on the following days and further agrees to serve as an expert witness on behalf of the State of Texas arising out of this contract. If provider is not available on any given date, they will provide notice at the time their service is requested or prior to the request.

1. Blood draws will be available on the following days: Fridays and Saturdays, 8:00 p.m. – 6:00 a.m.

Some holidays/events may be required:

New Year's Eve	4 th of July
New Year's Day	Labor Day
Super Bowl Sunday	Halloween
St. Patrick's Day	Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
Cinco de Mayo	

2. Two locations have been established for Blood draws:

Collin County Detention Center	Frisco Police Department
4300 Community Ave.	7200 Stonebrook Parkway
McKinney, Texas 75070	Frisco, Texas 75034

EXHIBIT "B"

INSURANCE REQUIREMENTS

1.0 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) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverage's.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Personal Automobile Liability insurance shall be (\$100,000 each person Bodily Injury Liability, \$300,000 each accident, \$100,000 each accident property damage liability).

1.3 Professional Liability Insurance at minimum limits of \$500,000 per occurrence and \$1,000,000 general aggregate. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 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.

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

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

3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.4 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.

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

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

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

5.0 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:

5.1 Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

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