

AGREEMENT NO. 2024-421
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Ronnie Folcy, 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 Lock and unlock restrooms daily.
- 1.4 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:
 - 1.4.1 Sweeping and mopping floor (interior and porch);
 - 1.4.2 Removing wasp nests, spider webs, etc.;
 - 1.4.3 Washing walls, removing graffiti;
 - 1.4.4 Cleaning fixtures;
 - 1.4.5 Replacing toilet paper, etc.
- 1.5 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:
 - 1.5.1 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;
 - 1.5.2 Sweep concrete picnic pads;
 - 1.5.3 Remove wasp nests, spider webs, etc.
- 1.6 Report unlawful or unauthorized activities to Sheriff's Office.
- 1.7 Report any and all site damage, vandalism, and 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: Services shall be paid a monthly rate of \$787.50. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the Engineering Department Office Administrator via email for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.

- PAYMENT will be made for hours worked and/or lump sum fee in accordance with the Government code, Title 10, subtitled F, Chapter 2251.
- SALE 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, 2024, and will terminate effective September 30, 2025, with an option for four (4) additional one (1) year annual renewals.

This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a thirty (30) 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 CONDITION :

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.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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 Local Government Code Title 5, Subtitled C, Chapter 171.

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

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.

AWARDED ON COURT ORDER: 2024-851-09-09

AGREED TO AND ACCEPTED THIS
21 DAY OF August, 2024.

By: Ronnie Foley
(Signature)
Ronnie Foley

EXECUTED AND ACCEPTED THIS
18 DAY OF September, 2024.

COLLIN COUNTY DocuSigned by:
By: Michelle Charnoski
(Signature) 8100050E02F048E
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent