

AGREEMENT 2024-368
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Billy Bob Aycock, 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. Provider will provide all equipment and tools necessary to perform work.

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, 2024 and will terminate effective September 30, 2025 unless a renewal is agreed to by and between Collin County and the Provider in written form. Both parties agree that they have the right to terminate this agreement at any time without cause or prior notice with thirty (30) days written notice.

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.

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.

CONTRACT AMENDMENT: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Contract Amendments to this Agreement to incorporate additional phases or work as determined by Collin County will be made in writing by the Collin County Purchasing Agent. The cost of such services, if any, shall be determined by Collin County and Provider and shall be established at a not to exceed amount.

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 four (4) additional One (1) year period.

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.

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) day's 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.

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
27 DAY OF June, 2024.

(Billy Bob Aycock)

By: 

(Signature)

EXECUTED AND ACCEPTED THIS
16 DAY OF September, 2024.

COLLIN COUNTY

Signed by:

By: 

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Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent

Court Order No. 2024-908-09-16

EXHIBIT A

STATEMENT OF SERVICES

Provider will use the property described above for agricultural purposes including crop or hay production. Cattle may not be run in the lease area. If there are times when property within the lease area is not in agricultural use the land will be plowed or maintained by herbicide treatment to control weeds. Provider will be allowed to install gate openings in the fence along the south ROW line to provide access to and from adjoining properties currently under lease. Provider will maintain, at his expense, the south Outer Loop ROW fence located in the area described as the "Lease Extent" below and shown in Exhibit B.

Lease Area:

Southern portion of the Outer Loop ROW from south ROW line north to the top bank of the ditch located on the south side of the northern frontage road (Average width 380')

Lease Extent:

From Sta. 50+00 located approximately 3500 LF east of the east ROW line of US 75 to Sta. 106+17 located on the west ROW line of State Highway 5 AND

From Sta. 109+50 located on the east ROW line of the DART rail line to Sta. 186+50 located approximately 1500 LF east of the center of County Road 418 AND

10.92 acres at the southwest corner of County Road 283 and U.S. Highway 75

Approximate Acreage in the Area Described Above: 127 Acres

Approximate Acreage Areas to be Excluded: 24.5 Acres described below

Approximately 1.25 acres in existing ROW of CR 365 and CR 418

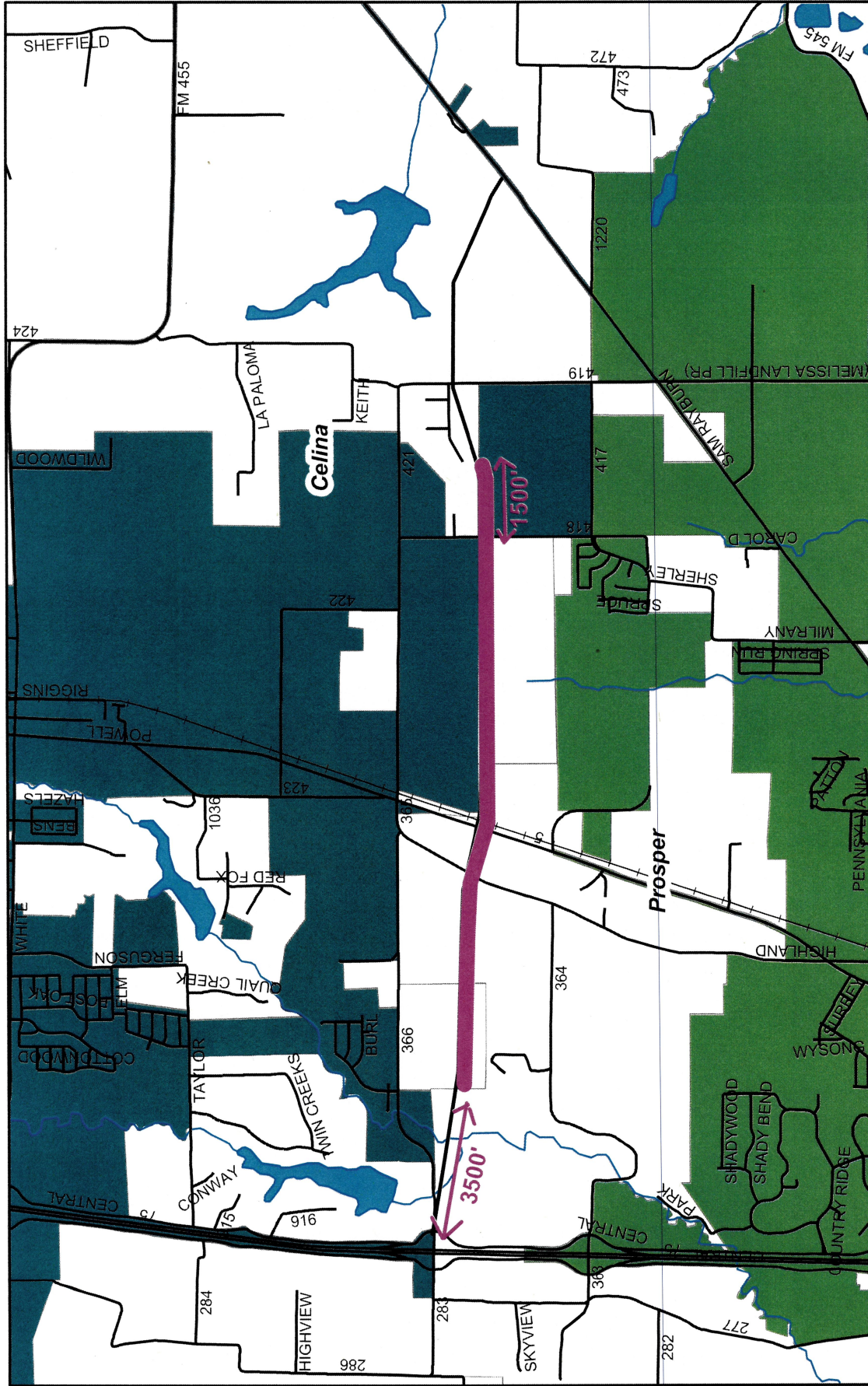
Approximately 1.75 acres located on the southwest corner of the Outer Loop northern service road and CR 365

Approximately 1.5 acres located on the south side of the Outer Loop immediately east of the DART rail line

Approximately 20 acres of wooded areas

Approximate Net Area to be Leased to and Maintained by Provider: 102.5 Acres

Exhibit "B"



Location Map:
Lease Area along the Outer Loop Segment 1

Exhibit "B"
October 6, 2014

0 0.275 0.55 1.1 1.65 2.2 Miles