

JANITORIAL CONTRACT
FOR THE
WISE COUNTY BOYD ANNEX

STATE OF TEXAS

WISE COUNTY

FY 2011-2012

WHEREAS, Judge Mandy Hays, the department head for the Wise County Boyd Annex (hereinafter Annex) is in need of a service to clean the aforementioned County facility.

WHEREAS, Ms. Jessie Montgomery provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

NOW THEREFORE, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

TERMS

1. Ms. Montgomery will provide cleaning services to the Annex between the hours of 8:00 a.m. and 5:00 p.m, Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Montgomery shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$600.00 per month for the aforementioned services.
4. This agreement will run from the time it is executed until September 30th, 2012. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1st until September 30th, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the County shall promptly give notice of the nonappropriation of funds. The County shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

7. All cleaning responsibilities will include the following:

Cleaning for Justice of the Peace and Tax Assessor Offices:

Entrance to Annex
Foyer of Justice of the Peace Office
Clerks Area
Public Restrooms
Kitchen
Employee's Restrooms
Court Room
Judge's Chambers
Constable's Office
Storage Room
Jury Room

General Cleaning Services:

Vacuuming
Dusting
Mopping
Trash Pickup
All Glass
Plumbing Fixtures
Baseboards

8. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Montgomery while providing said Janitorial work to the Annex.
9. Further, Ms. Montgomery is not nor shall she be considered an agent of the County for any purposes.

AGREED by Jessie Montgomery on the 24 day of August.

Signature: Jessie Montgomery

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 29th day of August, and 2011

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: Eric McWhorter
Wise County Judge

Approved:

Signature: Mandy L. Hays
Justice of the Peace Pct. 3