

JANITORIAL CONTRACT
FOR THE
WISE COUNTY BRIDGEPORT ANNEX

STATE OF TEXAS

WISE COUNTY

FY 2011-2012

WHEREAS, Judge Clay Poyner, the department head for the Wise County Bridgeport Annex located at 1007 13th Street Bridgeport, Texas 76426 (hereinafter Annex) is in need of a service to clean the aforementioned County facilities.

WHEREAS, Ms. Kathy Boswell 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. Boswell will provide cleaning services for the Annex between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
2. The County will pay a rate of \$576.00 per month for the aforementioned services.
3. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
4. 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

5. 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.
6. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
7. 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.
8. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Annex .
9. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

AGREED by Kathy Boswell on the Monday day of Aug. 15th.

Signature: Kathy Boswell

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 22 day of AUGUST, and

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

County of Wise, Texas

Signature: [Signature]

Wise County Judge

Approved:

Signature: [Signature]

Justice of the Peace Pct. 4