

**JANITORIAL CONTRACT**

**FOR THE**

**BRIDGEPORT ADULT PROBATION OFFICE**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2011-2012**

**WHEREAS**, Sam Shanafelt, the department head for the Wise County Adult Probation is in need of a service to clean the Wise County Adult Probation Office in Bridgeport, Texas located at 1203 Halsell St. Bridgeport, Texas 76426 (hereinafter Probation Office).

**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 to the Probation Office 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. Boswell shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$200.00 per month for the aforementioned services.
4. This agreement will run from the time it is executed until September 30<sup>th</sup>, 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 1<sup>st</sup> until September 30<sup>th</sup>, 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 all the basic cleaning services required by the Department Head of the Probation Office.

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 Probation Office.
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 18<sup>th</sup> day of Aug 18-11

Signature: Kathy Boswell

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 29<sup>th</sup> day of August, 2011 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]  
Wise County Adult Probation