

FANNIN COUNTY PROFESSIONAL SERVICES

Account Name:

Send one original and one copy to: Fannin County Purchasing Agent
101 E. Sam Rayburn Drive, Suite 313
Bonham, Texas 75418

Questions and Concerns should be directed to:

Edwina Lane
Purchasing Agent
Phone: 903.583.0054
Fax: 903.640.5806
Email: elane@fanninco.net

TERMS AND CONDITIONS

1. Contracts between Fannin County (“**COUNTY**”) and Service Provider (“**CONTRACTOR**”) shall be effective from the date indicated on the Contract at signing and will remain in effect until terminated.
2. The **CONTRACTOR** will be paid within fifteen (15) days after submittal of approved billing to the **COUNTY**.
3. The **CONTRACTOR** will be responsible for hiring, compensating, disciplining and firing all workers employed by **CONTRACTOR**. The **CONTRACTOR** will be responsible for employee benefits. The workers are to be treated as employees of the **CONTRACTOR** for all purposes.
4. The **CONTRACTOR** will make all necessary filings with state, local, federal foreign agencies, including tax, payroll and insurance filings. The **CONTRACTOR**, at **COUNTY**’s request, will provide **COUNTY** with proof that such filings have been made.
5. The **CONTRACTOR** will be responsible for all fines and penalties assessed for its failure to comply with applicable laws and regulations.
6. **COUNTY** will have a lien against moneys in its possession payable to the **CONTRACTOR** to cover any moneys advanced or paid by **COUNTY** for items, which are **CONTRACTOR**’S responsibility or charges made against **CONTRACTOR**’S compensation.
7. The **CONTRACTOR** will maintain physical damage insurance covering any damage or loss to **CONTRACTOR**’S equipment used by **CONTRACTOR** in providing services under a **CONTRACT**.
8. **CONTRACTOR** will maintain “worker’s compensation insurance” coverage for all workers providing services under a **CONTRACT**.
9. **CONTRACTOR** will maintain general liability insurance covering liability, relating directly, or indirectly to the operation of any equipment.

10. COUNTY will have full benefits of any and all insurance that **CONTRACTOR** has covering the operation of the equipment or activities related to the services provided under a **CONTRACT**.

11. This Contract is not intended to create an employee/employer relationship between the **CONTRACTOR** and **COUNTY**.

12. COUNTY shall have no direction or control of the **CONTRACTOR** or the **CONTRACTOR'S** employees or agents, except in the results to be obtained.

13. The employees of the **CONTRACTOR** and shall not be considered the employees of **COUNTY** for any reason.

14. The **CONTRACTOR**, its agents and employees shall not be considered agents of the **COUNTY** for any purpose and are not authorized to make any purchases or enter into any contract on **COUNTY'S** behalf.

15. These Terms and Conditions shall only be modified or amended by action of the Fannin County Commissioners Court.

16. THE CONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL LAW SUITS, CLAIMS, FINES, COSTS, LOSSES, LIABILITIES OF ANY NATURE, PROCEEDINGS, DEMANDS, DAMAGES, AND EXPENSES (INCLUDING INTEREST, PENALTIES, TAXES, DUTIES, FINES, LEVIES, FEES, ASSESSMENTS, AND ATTORNEY'S FEES) IN ANY MANNER, RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, FROM CONTRACTOR PROVIDING SERVICE(S) PURSUANT TO A CONTRACT. This provision shall survive termination of a CONTRACT.

17. Any claim, dispute, or controversy between the parties arising, directly or indirectly, under a Contract shall be brought in a court of competent jurisdiction in Fannin County, Texas. NEITHER PARTY WILL BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR MENTAL ANGUISH OR EMOTIONAL DISTRESS OR PAIN AND SUFFERING, OR SIMILAR DAMAGES. NEITHER PARTY WILL BE ENTITLED TO RECOVER ATTORNEY'S FEES EXCEPT BY WAY OF INDEMNIFICATION. *This provision shall survive termination of the CONTRACT.*

18. Any notice which may be given by any party hereto shall be deemed to have been properly given if sent in writing by certified mail, postage prepaid addressed to the individuals executing this Contract (designated representative) at the addresses provided below. Any notice provided, except for notice of termination or increase in charges, shall be effective as of the date received. Any party hereto may change its notice address or designated representative by giving notice to the other party as provided in this section.