

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

**AGREEMENT BETWEEN FORT BEND COUNTY AND  
 COURTNEY WHITE, PROGRAM INSTRUCTOR,  
 BEAT THE BARON WASTE ELEMENTARY EDUCATION PROGRAM**

THIS AGREEMENT made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and **Courtney White**, authorized to conduct business in the State of Texas, hereinafter referred to as "Program Instructor."

W I T N E S S E T H:

WHEREAS, County finds that it is in the public interest and serves the general welfare of the community, to improve the collection, recycling or reuse and/or transportation of household hazardous waste; and,

WHEREAS, Beat the Baron Waste Education Program is a classroom education program that teaches participants about proper household hazardous chemical and waste management; and,

WHEREAS, Beat the Baron Waste Education Program will benefit the residents of Fort Bend County by promoting the conservation of natural resources in a cost effective manner and the proper disposal of Household Hazardous Waste; and

WHEREAS, Program Instructor has obtained the necessary training and license(s) to administer the Beat the Baron Waste Education Program;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

**AGREEMENT**

I.

Purpose

This Agreement shall provide environmental education to members of the public.

II.

Services

- A. Program Instructor shall administer a Beat the Baron Waste Education Workshop Event to be held at 6301 S. Stadium Lane, Katy, TX. 77492 on July 22, 2010 from 8:30am-11:30am.
- B. Program Instructor shall educate participants about the potential health and environmental dangers of household hazardous waste to include how to identify them and less toxic alternatives that can be used.
- C. Program Instructor is responsible for obtaining any license, right or permission that may be required to utilize the Beat the Baron Waste Elementary Education Program, at no cost to County.

### III.

#### Consideration

- A. As compensation for all services rendered by Program Instructor pursuant to this Agreement, County agrees to compensate Program Instructor in an amount not to exceed \$1,455.00, for a period effective beginning **July 15, 2010** and ending on **September 30, 2010**.
- B. Program Instructor shall provide an invoice to County for services provided under this Agreement within two weeks of the completion of the Beat the Baron Education Program Workshop Event. Payment shall be made within thirty (30) days of receipt of invoice.
- C. This Agreement may be terminated with or without cause, prior to the expiration of the term herein at the option of either County or Program Instructor upon ten (10) days written notice to the other party in the manner and form provided for herein.

### IV.

#### Indemnification

Program Instructor agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of Program Instructor, its agents, offices, employees and volunteers under this Agreement.

### V.

#### Miscellaneous

- A. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- B. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- C. Program Instructor shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- D. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- E. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

### VI.

#### Independent Contractor

- A. In the performance of work or services hereunder, Program Instructor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Program Instructor or, where permitted, of its subcontractors.
- B. Program Instructor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

VII.  
Successors and Assigns

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Program Instructor shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

VIII.  
Notices

Any notice required or permitted hereunder to be given shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:

Robert E. Hebert  
Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

To Program Instructor

Courtney White (please complete address below)

18038 Glenledi  
Houston, TX 77084

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

APPROVED: FORT BEND COUNTY

BY: Courtney White Date: 7/17/10  
Courtney White, Program Instructor

APPROVED: FORT BEND COUNTY

BY: Robert E. Hebert Date: 7-13-10  
Robert E. Hebert, County Judge

Auditor's Certificate

I hereby certify that funds are available in the amount of \$1,455.00 to pay the obligation of Fort Bend County under and within the foregoing agreement.

Ed Sturdivant  
Ed Sturdivant, County Auditor

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT BETWEEN FORT BEND COUNTY AND  
ELISE JACOBSON, PROGRAM INSTRUCTOR,  
BEAT THE BARON WASTE ELEMENTARY EDUCATION PROGRAM**

THIS AGREEMENT made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and **Elise Jacobson**, authorized to conduct business in the State of Texas, hereinafter referred to as "Program Instructor."

W I T N E S S E T H:

WHEREAS, County finds that it is in the public interest and serves the general welfare of the community, to improve the collection, recycling or reuse and/or transportation of household hazardous waste; and,

WHEREAS, Beat the Baron Waste Education Program is a classroom education program that teaches participants about proper household hazardous chemical and waste management; and,

WHEREAS, Beat the Baron Waste Education Program will benefit the residents of Fort Bend County by promoting the conservation of natural resources in a cost effective manner and the proper disposal of Household Hazardous Waste; and

WHEREAS, Program Instructor has obtained the necessary training and license(s) to administer the Beat the Baron Waste Education Program;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

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- B. Program Instructor shall educate participants about the potential health and environmental dangers of household hazardous waste to include how to identify them and less toxic alternatives that can be used.
- C. Program Instructor is responsible for obtaining any license, right or permission that may be required to utilize the Beat the Baron Waste Elementary Education Program, at no cost to County.

III.  
Consideration

- A. As compensation for all services rendered by Program Instructor pursuant to this Agreement, County agrees to compensate Program Instructor in an amount not to exceed \$1,665.00, for a period effective beginning **July 15, 2010** and ending on **September 30, 2010**.
- B. Program Instructor shall provide an invoice to County for services provided under this Agreement within two weeks of the completion of the Beat the Baron Education Program Workshop Event. Payment shall be made within thirty (30) days of receipt of invoice.
- C. This Agreement may be terminated with or without cause, prior to the expiration of the term herein at the option of either County or Program Instructor upon ten (10) days written notice to the other party in the manner and form provided for herein.

IV.  
Indemnification

Program Instructor agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits and liability of any kind, including all expenses of litigation, court costs, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of Program Instructor, its agents, offices, employees and volunteers under this Agreement.

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Miscellaneous

- A. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- B. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- C. Program Instructor shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- D. The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
- E. Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

VI.  
Independent Contractor

- A. In the performance of work or services hereunder, Program Instructor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Program Instructor or, where permitted, of its subcontractors.
- B. Program Instructor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

VII.  
Successors and Assigns

This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. Program Instructor shall not assign, sublet or transfer its interest or obligations in and under this agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

VIII.  
Notices

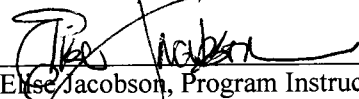
Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:  
Robert E. Hebert  
Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469

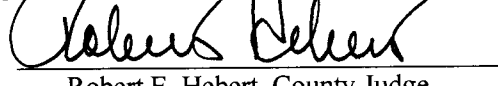
To Program Instructor  
Elise Jacobson  
6301 South Stadium Ln.  
Katy, Texas 77492

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

APPROVED: FORT BEND COUNTY


BY:  Date: 7/12/10  
Elise Jacobson, Program Instructor

APPROVED: FORT BEND COUNTY

BY:  Date: 7-13-10  
Robert E. Hebert, County Judge

Auditor's Certificate

I hereby certify that funds are available in the amount of \$1,665.00 to pay the obligation of Fort Bend County under and within the foregoing agreement.

  
Ed Sturdivant, County Auditor