COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Gary Machado (herein also referred to as provider) and Collin County, Texas.

STATEMENT OF WORK: Performs field inspections by locating projects, meeting with customers, documenting inspection results, providing results of inspections in written and verbal responses, prioritizing, routing, ordering and performing daily inspections. Conducts administrative duties by sorting, organizing, preparing, and filing reports, answering calls regarding questions concerning inspections, and researching information as needed. Performs related duties as required. Work is performed under the direction of the Development Services Division Manager.

LOCATION DESCRIPTION:

Inspections to be performed in unincorporated Collin County and within City Limits that have Interlocal Agreements with Collin County for such inspections.

COMPENSATION FOR SERVICES: Collin County shall pay hourly rate of $ 25.00 plus mileage for the work to be completed in the performance of this agreement. Mileage will be calculated reimbursed at the current County approved rate. Provider shall be guaranteed a minimum of two (2) hours of work for each time he is called to work. No other expense or reimbursement shall be borne by Collin County.

1. INVOICES, along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the Division Manager for approval prior to being submitted to the Collin County Auditor's Office.

2. PAYMENT will be made for hours worked, in accordance with the VTCA Government Code, Title 10, Subtitled F, Chapter 2251.

3. SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on October 1, 2010, and will terminate on September 30, 2011 with an option for two (2) annual renewals. Collin County will use inspectors as they are available and as inspection schedule demands.

This agreement shall remain in effect until any of the following occurs: agreement expires, delivery of products and/or completion of project, acceptance of services, terminated by either party with a fourteen (14) calendar day written notice prior to any cancellation and must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to: perform in accordance with terms and conditions of the agreement as stated herein.

ADDITIONAL CONDITIONS:

BENEFITS: As an independent contractor, Gary Machado is not an employee, agent or servant of Collin County and is not entitled to any benefits offered to Collin County Employees. Contractor agrees to waive any liability on the part of Collin County during the performance and term of this agreement and shall be responsible for his own act of negligence in the execution and/or performance of services in connection with this agreement.

WORKERS COMPENSATION: Gary Machado shall provide his own workers compensation insurance coverage and agrees that he shall not be entitled to any coverage under Collin County Workers Compensation program.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the provider, or of any agent, employee, subcontractor or supplier in the execution of, or performance under this agreement. Provider shall pay any judgment with cost which may be obtained against Collin County growing out of such injury or damages.

VENUE: This Agreement shall be governed by the laws of the State of Texas. Venue for any and all claims or disputes arising out of or relating to this Agreement shall lie in Collin County, Texas.

AMENDMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms and/or conditions stated in this Agreement. All Amendments to this Agreement will be made in writing by the Collin County Purchasing Agent.

GIFTS: The provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the personal service provider and Collin County.

AGREED TO AND ACCEPTED THIS
4 DAY OF August, 2010

Gary Machado

EXECUTED AND ACCEPTED THIS
14 DAY OF Sept., 2010

COLLIN COUNTY

By: Franklin Ybarbo

Frank Ybarbo, Purchasing Agent

2010-675-09-13

9/14/10