

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County" and "Kim Wilson" hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of Consultant to provide Direct Cost Allocation Services, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Consultant

The County hereby agrees to retain the Consultant to perform services in connection with the Project; Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Consultant shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each project shall be preceded by a Purchase Order issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

3.1 The Consultant agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Consultant shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as

Exhibit "C" and thereby made a part of this Agreement. Payment will be made in accordance with Texas Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

5.1 The County agrees to furnish to Consultant, prior to the Consultant's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Consultant as required for the Consultant's performance of its services. The Consultant represents that it understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform its obligations pursuant to this Agreement. Any failure of the Consultant to acquaint itself with the available information will not relieve the Consultant from its responsibilities pursuant to this Agreement.

VI. Meetings

Consultant agrees to attend meetings as may be required, related to the "Project" and scheduled by County.

VII. Insurance

Consultant agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

Consultant agrees to the Exhibit "F" Release and Waiver Agreement.

VIII. Indemnity

8.1 The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable Attorney fees and expenses, arising out of or occasioned by Consultant's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Consultant, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Consultant is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

IX. Independent Contractor

In the performance of services hereunder, the Consultant shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Consultant further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Consultant acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all items prepared by Consultant in connection with this Agreement. Consultant shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Consultant shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original data and documentation (Instruments of Service) created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use for any purpose not relating to the Project without County's consent. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Consultant, Consultant will revise documents to reflect significant changes made during the project as per the data furnished to the Consultant by or through the County or Contractor for a mutually acceptable fee. Consultant will promptly furnish the County with one (1) complete set of reproducible data and materials. All such reproductions shall be the property of the County upon final payment therefor, who may use them without the Consultant's permission for any proper purpose relating to the Project, including but not limited to additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County and will be assumed by Consultant to be complete and accurate. As such, Consultant shall not be responsible for errors or omissions resulting therefrom. The County may use such materials in any manner it desires; provided, however, that the Consultant shall not

be liable for the use of such materials for any project other than the Project described herein. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

XIII. Complete Contract

13.1 This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Consultant.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Consultant by law with respect to the Consultant's duties, obligations, and performance hereunder. The Consultant's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Consultant acknowledges that the County is relying upon the Consultant's skill and experience in performing the services pursuant to this Agreement.

XIV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County
Attn: Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

County agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Kim Wilson
7518 Spicewood Drive
Garland, TX 75044

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XV. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective upon award on January 22, 2018.

G. Term of Agreement

The term of this Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Consultant.

H. Expenses for Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to the Scope of Services out of which the claim or cause arises or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

I. Observe and Comply

Consultant shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No

plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

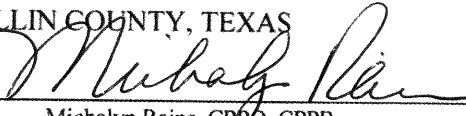
J. Financial Interest in any Contract by Owner's Officers, Employees or Agents

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 1/23/18

COLLIN COUNTY, TEXAS

By: 
Michalyn Rains, CPDO, CPPB
Purchasing Agent

Per Court Order No. 2018-034-01
22

Date: January 11, 2018

KIM WILSON

By: 

Print Name: Kim Wilson

Title: Independent Consultant

ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF Dallas }

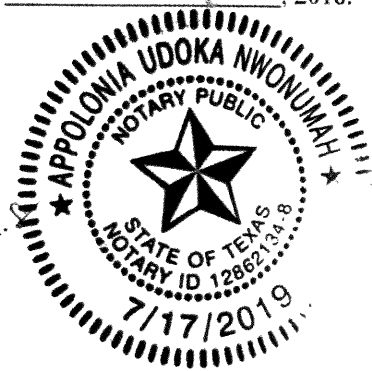
BEFORE ME, Appolonia Nwomah on this day personally appeared Kim Wilson, of _____, a Sole Proprietor, known to me (or proved to me on the oath of _____ or through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of Jan, 2018.

Notary Public, State of Texas

Appolonia Nwomah
Printed Name

My Commission expires on the 11 day of Jan, 2019.



STATE OF TEXAS }

COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, CPPO, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of January, 2018.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name

My Commission expires on the 5 day of March, 2020.

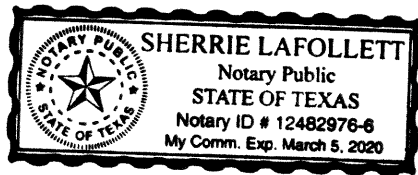


EXHIBIT "A"

SCOPE OF SERVICES

Direct Cost Allocation for Dispatch Services

Consultant hereby agrees to provide the County with consulting services for purposes of developing a cost allocation and rate model for dispatch services. These services will include the following deliverables.

1. Direct Cost Allocation and Rate Model for Dispatch Services
2. Presentation of Model to Director of Budget & Finance, Administrator and Sheriff
3. 2 Training days for staff

Direct Cost Allocation for Jail Services

Consultant hereby agrees to provide the County with consulting services for purposes of developing a cost allocation and rate model for inmates of the county jail. These services will include the following deliverables.

4. Direct Cost Allocation and Rate Model for Jail Services
5. Presentation of Model to Director of Budget & Finance, Administrator and Sheriff
6. 2 Training days for staff

County acknowledges and agrees that it shall be its responsibility to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Services delivered to County. County agrees to accept full and exclusive responsibility for any and all implementation decisions and other actions taken to affect the adoption or execution of recommendations identified and developed through the Services, and for the results of those decisions and actions.

Consultant is retained only for the purposes set forth in the Agreement. As a prerequisite to Consultants' delivery of Services, Client shall (i) fulfill the client responsibilities and ensure that all Assumptions are accurate; (ii) provide Consultant with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Consultant's personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Consultant shall be entitled to rely on all County decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. If such responsibilities are not met, Consultant may not be able to perform the engagement or to do so in a timely fashion. Nothing in this Agreement shall require Consultant to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Work Authorization.

County shall accept deliverables which conform to the requirements of the purchase order. County will promptly give Consultant notification of any non-conformance of the deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If County uses the deliverable before acceptance, fails to promptly notify Consultant of any Non-conformance, or unreasonably delays the acceptance of deliverables, then the deliverable shall be considered accepted by the County.

While Consultant shall attempt to comply with County's request for specific individuals, Consultant shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder without prior written consent of such other party.

EXHIBIT "B"

SCHEDULE

The Consultant shall commence work immediately upon receipt of a purchase order issued by County.

Project shall be completed by May 31, 2018.

EXHIBIT "C"

PAYMENT SCHEDULE

1. Compensation.

Direct Cost Allocation & Rate Model – Jail Services	\$19,585
Direct Cost Allocation & Rate Model – Dispatch Services	\$26,290

The County shall not reimburse the Consultant for local travel related expenses or any items required to procure in order to perform its obligations under the contract, other than specifically requested printing by the county, if any.

The Consultant shall document the Services rendered and the expenses which may be reimbursed hereunder by providing County with invoices noting the project milestone achieved as outlined below. Each invoice shall describe the Services performed and payment for Services will be based on a percentage of Compensation as outlined below.

Jail Services:

- 10% Billed at Kick Off Meeting
- 50% Billed at presentation of draft model
- 10% Billed upon model presentation to County Administrator
- 10% Billed upon model presentation to Sheriff
- 10% Billed upon final model delivery
- 10% Billed upon completion of staff training day, no later than May 31, 2018

Dispatch Services:

- 10% Billed at Kick Off Meeting
- 50% Billed at presentation of draft model
- 10% Billed upon model presentation to County Administrator
- 10% Billed upon model presentation to Sheriff
- 10% Billed upon final model delivery
- 10% Billed upon completion of staff training day, no later than May 31, 2018

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Consultant any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.1 Automobile Liability insurance shall be no less than \$100,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.2 Professional Liability Insurance at minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.

1.3 Copies of the policies will be provided to the County.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

EXHIBIT "F"

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

1. That I, Kim Wilson (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and/or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2. In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3. The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this 11th day of January, 2018.

Kim Wilson
Contractor