

AGREEMENT NO. 2024-357  
COLLIN COUNTY  
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between William Bilyeu herein also referred to as Provider and Collin County, Texas.

**STATEMENT OF WORK:** Services shall be performed in accordance with the attached scope as outlined in Exhibit A, attached herewith.

All duties shall be performed in a manner, consistent with Collin County procedures and policies

**COMPENSATION FOR SERVICES:** Collin County shall pay a monthly rate of \$2,500.00 for the work performed under this agreement. The monthly payment shall compensate the Provider for work performed during the term of this agreement. The monthly payment shall be due on or before the last day of each month. The first payment shall be due on or before August 8, 2024.

No other expense or reimbursement shall be borne by Collin County unless stated herein.

- **INVOICES:** Monthly invoices shall be submitted to Nicole Gillespie, Administrative Office Coordinator, for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.
- **PAYMENT** will be made for hours worked and/or lump sum fee in accordance with the Government code, Title 10, Subtitled F, Chapter 2251.
- **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 July 8, 2024, and will terminate effective October 8, 2024, unless renewed by both parties. Either party may terminate this agreement by providing a thirty-day (30) written notice. If Provider fails to perform services as prescribed in exhibit "A" for ten (10) or more continuous business days, this agreement shall immediately terminate.

**ADDITIONAL CONDITIONS:**

**BENEFITS:** Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

**TRAVEL:** Should Provider be required to travel outside of the D/FW area, Collin County shall reimburse Provider for all expenses incurred. Personal vehicle use reimbursement shall be paid at the same rate used to pay County employees for such travel.

**REIMBURSABLE EXPENSES:** Collin County shall reimburse Provider for any expenses incurred by provider resulting from a request by Collin County. Reimbursable expenses are in addition to personnel compensation for additional services and include only those actual expenses incurred (no markup). Collin County's request shall be considered authorization for the Provider to incur expense(s).

**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 injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in 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.

**FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

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

**CONFLICT OF INTEREST:** No public official shall have interest in this Agreement, in accordance with Government Code Title 5, Subtitled C, Chapter 171.

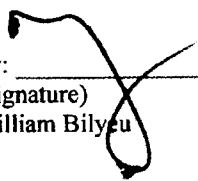
**WORKERS COMPENSATION:** By signing this agreement, Provider agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

**MEDICAL INSURANCE:** By signing this agreement, Provider is certifying that he/she has medical insurance, and agrees that he/she shall not be entitled to any coverage under Collin County.

**RENEWAL OF AGREEMENT:** At the discretion of Collin County and approval by the Provider, this agreement may be renewed for additional time periods to incorporate additional phases or work as determined by Collin County

**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  
18<sup>th</sup> DAY OF July, 2024

By:   
(Signature)  
William Bilyeu

EXECUTED AND ACCEPTED THIS  
26 DAY OF JUNE, 2024


~~COLLIN COUNTY~~  
By:   
(Signature)  
Michelle Charnoski, NIGP-CPP, CPPB  
Purchasing Agent  
Court Order No. 2024-570-06-24

EXHIBIT A

STATEMENT OF SERVICES

Provider proposes to furnish the following services as stated below:

1. Provide consulting services as requested by the County Administrator or their designee in support of county operations.
2. Provider will respond to email, text, and phone requests for assistance from the County Administrator within a reasonable amount of time.