

AGREEMENT 2025-305
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Gary Machado, herein also referred to as "Provider" and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed, but not limited to, 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. All duties shall be performed in a manner, consistent with Collin County procedures and policies and performed under the direction of the Development Services Division Manager. Collin County shall provide all equipment and tools to perform work.

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

COMPENSATION FOR SERVICES: Services shall be billed at a rate of \$25.00 per hour plus mileage for the work to be completed in the performance of this agreement. Mileage will be calculated and 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 unless stated herein.

- 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 Collin County Auditor's Office, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with Government Code, Title 10, Subtitle 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 October 1, 2025, and will continue through September 30, 2026. The County will have the right and option to extend the term of the agreement for three (3) additional one (1) year periods upon the same terms and conditions. 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 occur: agreement expires, delivery of products and/or completion of project, acceptance of services. Either party shall terminate agreement upon thirty (30) calendar days written notice prior to any cancellation, which must state therein the reason(s) for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to: perform in accordance with the terms and conditions of the agreement as stated herein.

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

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.

CONTRACT AMENDMENT: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Contract Amendments to this Agreement to incorporate additional phases or work as determined by Collin County will be made in writing by the Collin County Purchasing Agent. The cost of such services, if any, shall be determined by Collin County and Provider and shall be established at a not to exceed amount.

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

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin C0tmtty 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.

LIABILITY INSURANCE: Provider agrees to meet all insurance requirements as set forth in Exhibit A, which is attached hereto and thereby made part of this Agreement.

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

10 DAY OF July, 2025.

(Gary Machado)

By:  _____

(Signature)

EXECUTED AND ACCEPTED THIS

_____ DAY OF _____, 2025.

COLLIN COUNTY

By: _____

Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent

Court Order No.: _____

Exhibit A

1. 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) indicating the coverage to remain in force throughout the term of this contract.

- i. **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

Each Occurrence	\$1,000,000
Personal Injury & Adv. Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- i. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers Liability	
Liability, Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

- ii. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	\$1,000,000
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- iii. **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

Each Occurrence/Aggregate	\$1,000,000
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- iv. **Umbrella/Excess Liability insurance**

Each Occurrence/Aggregate	\$1,000,000
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2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
 - i. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
 - ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - iv. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - v. All copies of Certificates of Insurance shall reference the Agreement/contract number.
3. All insurance shall be purchased from an insurance company that meets the following requirements:
 - i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - ii. Sets forth the notice of cancellation or termination to Collin County.