

AGREEMENT NO. (number)
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between M. LaShell Martinez, herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Provider is responsible for work to be performed, including deliverables, timelines, and acceptance criteria as outline in EXHIBIT A: STATEMENT OF SERVICES.

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

COMPENSATION FOR SERVICES: Services shall pay a rate of \$25/student/workshop for workshops lasting 1-3 hours; \$50/student/workshop for workshops lasting 3-6 hours.

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 Museum 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 upon signature by authorized officials from each party, and will terminate effective September 30, 2026, with an option for annual renewals.

This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a thirty (30) 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: 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.

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.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

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.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

AMENDMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Amendments 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.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any Provider considering doing business with a local government entity

disclose the Provider's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a Provider to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the Provider becomes aware of an event that requires the statement to be filed. A Provider commits an offense if the Provider knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the Provider represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide their own workers compensation insurance coverage and agrees that they 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 they have medical insurance, and agrees that they shall not be entitled to any coverage under Collin County.

EXHIBIT A

STATEMENT OF SERVICES

Provider proposes to furnish the following services as stated below:

1. INTRODUCTION

- a. The purpose of this project is to deliver high-quality educational workshops through a collaboration between the Guest Instructor (“the Provider”) and the Collin County Farm Museum (“the Museum”). The overall goal is to provide engaging, well-structured, and well-supported learning experiences for participants.
- b. The Provider will design and deliver workshops in collaboration with the Museum. The Museum will provide logistical, promotional, and administrative support to ensure the success of the workshops. Both parties agree to perform the services described herein to the complete and reasonable satisfaction of the Museum.

2. PROJECT OBJECTIVES

- a. Design and deliver workshops at the Museum. Each workshop will meet the agreed design standards, meet minimum registration requirements, and be completed on scheduled dates. Responsibilities are allocated between the Provider and the Museum, ensuring feasibility. Workshops will take place on scheduled dates, with confirmation or cancellation determined two weeks prior.
- b. The Provider supports the Museum’s mission to provide educational and cultural enrichment to the community. This project ensures high-quality public programming while balancing creative control and institutional oversight.

3. SCOPE OF WORK

- a. The Provider
 - i. Collaborates with Museum on workshop design and implementation.
 - ii. Provides a précis outlining proposed workshop content.
 - iii. Submits supply lists based on vendor information provided by the Museum.
 - iv. Completes required administrative forms (CIQ, W-9, Workshop Invoice).
 - v. Delivers the workshop as scheduled when confirmed as “guaranteed.”
 - vi. The Provider will not be responsible for publicity, advertising, vendor selection, or fee collection.
- b. The Museum
 - i. Holds final authority over workshop design and implementation decisions.
 - ii. Creates and prints graphic materials; oversees publicity and advertising.
 - iii. Selects and retains vendors, placing all necessary supply orders.
 - iv. Sets workshop fees and manages all registrations and payments.
 - v. Provides the Provider with timely notice of workshop confirmation or cancellation.
 - vi. Ensures compensation processing through Collin County Treasury.
 - vii. Museum will not be responsible for providing personal teaching materials beyond the agreed vendor supply orders.

4. DELIVERABLES

- a. Workshop Delivery
 - i. Format: In-person instructional workshop.
 - ii. Content & Standards: Based on the Providers's précis, collaboratively refined with the Museum; meets the Museum's educational programming quality standards.
 - iii. Timeline: Scheduled dates as confirmed by the Museum, with guaranteed status determined two Fridays prior to workshop at 1:00 PM..
- b. Administrative Documents
 - i. CIQ Form: Completed by the Provider.
 - ii. W-9 Form: Completed by the Provider to establish vendor eligibility.
 - iii. Workshop Invoice Form: Submitted by the Provider upon completion of each workshop.
 - iv. Workshop Attendance Form: Submitted immediately following workshop.
 - v. Timeline: Invoice submitted at the end of the month.

5. TIMELINE AND SCHEDULE

- a. Project Key Milestones:
 - i. Supply list submitted when workshop is confirmed.
 - ii. Workshop guarantee confirmed/canceled: Two Fridays prior to workshop at 1:00 PM.
 - iii. Workshop delivery: Scheduled dates.
 - iv. Invoice submission: Submitted at the end of the month.
 - v. Payment processing: Within 4–6 weeks of workshop completion.
- b. Schedule Management:
 - i. Workshops not meeting the minimum enrollment are canceled. The Museum provides timely notice of guaranteed or canceled workshops to the Provider.

6. ACCEPTANCE CRITERIA

- a. The Museum will review workshops for adherence to the agreed précis, collaborative design, and participant satisfaction.
- b. Completion Standards:
 - i. Workshop is delivered on the scheduled date when confirmed as guaranteed.
 - ii. The attendance form is completed and received.
 - iii. Instruction aligns with approved workshop design.
 - iv. Administrative documents (CIQ, W-9, Invoice) are completed and submitted correctly.
- c. Feedback & Revisions:
 - i. The Museum holds final decision-making authority on workshop design revisions.
 - ii. The Provider agrees to adapt workshop design to align with institutional standards as requested.

7. COMPENSATION

- a. Payment is contingent on workshop completion and compliance with required documentation.
- b. Compensation mailed to the Provider via Collin County Treasury within 4–6 weeks following workshop completion.