

STATE OF TEXAS

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COUNTY OF TRAVIS

AGREEMENT
BETWEEN
TEXAS BOARD OF NURSING
AND
CORPORAL MICHAEL TELLES

Definitions. "Contractor" refers to Corporal Michael Telles. "Board" refers to the Texas Board of Nursing.

Authority for Agreement. This agreement is entered into pursuant to Tex. Gov't. Code § 2155 et seq. and 34 Tex. Admin. Code § 20.41.

Terms and Scope of Work. Contractor shall provide one uniformed off-duty Department of Public Safety officer to provide security at Board events on an as-needed basis. The Contractor will either personally provide security at Board events under the terms of this Agreement or arrange for another off-duty Department of Public Safety officer to provide security at Board events under the terms of this Agreement. Board events include the Board's quarterly meetings, Eligibility and Disciplinary Committee Meetings, hearings at the State Office of Administrative Hearings, and any other Board event requiring security. Board Staff will contact the Contractor when security will be required at a Board event.

Term of Contract. This agreement shall become effective on January 1, 2016 and shall continue until August 31, 2016. This agreement may be terminated unilaterally by either party after providing the other party 30 days written notice. This agreement may be extended or modified upon the mutual agreement of the parties.

Payment. Payment will be made on the submission of an invoice. Payment will be made directly to the off-duty Department of Public Safety Officer who provided security for the event specified in the invoice. The Board will pay the Officer providing security at a rate of \$60.00 per hour, with a minimum of \$240.00 per event. The total price of this contract shall not exceed \$6500.00 without prior approval of the Executive Director of the Board. If a Board event is canceled, the Board will give 24 hours' notice of that cancellation to Contractor. In the event that 24 hours' notice of a cancellation cannot be given, the Board will pay \$200.00, upon request. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

Limitation on Payment. In accordance with Tex. Gov't Code § 403.055(h), the Contractor agrees that any payments due to the Contractor under this agreement will be first applied toward any debt and/or back taxes the Contractor owes the State of Texas. Payments will be so applied until such debts and taxes are paid in full. This clause does not apply if federal law requires payment to be made to the Contractor for the services and may not apply if federal law conditions the receipt of the money for this service to the State or the basis of payment being made to the Contractor.

Dispute Resolution and Venue. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Board and Contractor to attempt to resolve all disputes arising under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of the Agreement is fixed in any court of competent jurisdiction in Travis County, Texas, and all payments shall be due and payable in Travis County, Texas.

Audit. The Contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards, should subcontracting be authorized. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the Contractor relating to this contract.

Merger and Amendment. This agreement is full and complete on its face, has been read by all parties, and no terms or conditions exist outside those acknowledged and accepted herein by the parties whose signatures appear below. It is agreed and understood that the Agreement may be amended only upon written agreement between the Board and Contractor, but in no case will the Agreement be amended so as to make it conflict with the laws of the State of Texas.

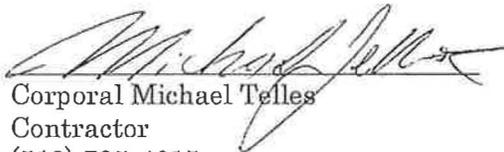
Independent Contractor Status. Contractor acts in the capacity of an independent contractor under this Agreement. Contractor will indemnify and hold the Board harmless from and against all claims arising out of Contractor's performance, including, but not limited to, the use of automobiles and/or other means of transportation. Contractor is not an employee of the Board, and as such is responsible for payment of any federal taxes to be paid to the federal government attributable to the payments made under this agreement, and is, furthermore, not eligible for any fringe benefits due state employees.

Limitations. Contractor warrants that, to the best of his or her knowledge, there are no state or federal laws which would prevent him or her from entering into this agreement. Contractor represents and warrants that Contractor has not violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or federal antitrust laws.

For the faithful performance of the terms of this agreement, the parties hereto execute this agreement in their respective capabilities on the dates indicated.

TEXAS BOARD OF NURSING

By: 
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Executive Director for the
Texas Board of Nursing
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Austin, TX 78701
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Date: 12-22-15

By: 
Corporal Michael Telles
Contractor
(512) 785-4615
Date: 12-17-15