



CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting Services Agreement (“Agreement”) is made effective as of _____ 2024, by and between Marcy A. Calnan, JD MEd with a mailing address of 16900 County Rd. 706, Leonard, Texas, 75452 (“Consultant”) and an entity known as Collin County with a mailing address of 4300 Community Ave., McKinney, Texas, 75071 (“Client”).

II. Services. Consultant agrees to provide the following Services (“Services”): Consultant will render services and advice to the Client on the Project (“Project”), as provided in the Proposal (Exhibit A), which may be modified from time to time as agreed upon by the parties. Consultant has the right to refuse any new Project(s) proposed by Client. Consultant has exclusive authority to determine the methods by which the Project is completed. Consultant shall work remotely and at mutually convenient locations and times over the duration of the contract.

III. Term. The Services shall commence upon pre-payment of the invoice, and end upon completion of the Services, not to exceed six months and 169 (one hundred sixty-nine) service hours.

IV. Payment. In consideration for services performed, the Client will pay the Consultant \$295 per hour, including any and all preparation time, not to exceed 169 hours within six months from the agreement’s effective date. The Agreement’s total cost will not exceed \$49,855.00. The Consultant will submit invoices by email to Candace Shannon, Administrative Secretary, Sheriff’s Office, 972.547.5212, commissary@co.collin.tx.us, not more frequently than bi-monthly. Promptly after receipt of each invoice, the Sheriff’s Office will pay the invoice by check in accordance with Chapter 2251, Texas Government Code. The Sheriff’s Office will (1) mail the check to the Consultant at 16900 County Road 706, Leonard, Texas, 75452 or (2) the Consultant may pick up the check in person, during business hours, at Candace Shannon’s desk in the Administrative Offices of the Collin County Adult Detention Facility. The Consultant and the Sheriff’s Office will reasonably cooperate to ensure that the Consultant receives the check timely, by mail or in person. The Consultant will reasonably cooperate with the Sheriff’s Office in responding to any inquiry by the County Auditor about this agreement or related payments. For example, the County Auditor monitors uses of commissary funds for compliance with section 351.0415, Local Government Code. Candace Shannon will be the initial contact person for invoices, payments, and responding to Auditor’s inquiries, if any. The Consultant will mark the final invoice for services “FINAL.”



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V. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor. In its capacity as an independent contractor, the Consultant agrees and represents:


- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the starting and ending times, days of work, and order the work shall be performed;
- c.) Consultant shall not be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VI. Proprietary information, under this Agreement, shall include:

- a.) Deliverables will be provided by the Consultant to the Client in either paper and electronic or digital file(s) in accordance with the Client's available software package(s). Any software needs specific to the Client's facilities and unavailable to the Consultant, will require reasonable cooperation by both parties to ensure the Client receives deliverables in a reasonably functional format to implement the Programs Plan.
- b.) The Client will have a non-exclusive license in the Programs Plan and Course Materials for the specific purpose of implementing the Programs Plan, teaching the related courses, and providing the related services in the Collin County detention or other Collin County facility. This license will include the right to make paper or electronic or digital copies of the Course Materials for instructors and program participants within Collin County facilities and to display said materials in connection with providing classes or related services within Collin County. The license will permit participants to leave a detention or other Collin County facility with appropriate student copies of materials and notes. Nonetheless, a participant will have only rights under the first-sale doctrine in such a copy. Notwithstanding the Client's rights herein, the Consultant retains all copyrights and other proprietary rights, including in work and content produced under this agreement, necessary and appropriate to offer similar services and deliverables to other clients. The Client does not have the right to distribute, share or sell the original or modified materials to a third party entity outside of Collin County without the Consultant's permission.
- c.) The Consultant will be entitled to a revocable license to use the Sheriff's Office name and/or likeness in advertising and other materials.

VII. Confidentiality. The Consultant-Client relationship and any information, oral and/or in writing, the Client shares with the Consultant as part of the consulting relationship contemplated by this Agreement is not considered a legally confidential relationship (such as with one's attorney) and thus communications are not subject to the protection of any legally recognized privilege.

VIII. Governing Law. This Agreement shall be governed under the laws in the State of Texas.



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IX. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

X. Limited Liability. The Consultant will use reasonable care and diligence in providing services as set out in the Proposal. However, the Consultant makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the services negotiated, agreed upon and rendered. Neither party shall be liable to the other for any indirect, consequential or special damages. Notwithstanding any damages the Client may incur, the Consultant's entire liability under this Agreement, and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to the Consultant under this Agreement for all services rendered through and including the termination date. The Client's maximum measure of compensatory damages for breach of contract claims will be limited to the amount of the Client's actual payments under the agreement. The Client and its officials and employees waive no form of immunity.

XI. Disclosures. Client understands consulting is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. Client is advised to seek independent professional guidance for legal, medical, financial, business, spiritual or other matters as related to the Project. Client understands all decisions in these areas are exclusively reserved to the Client and acknowledges such decisions and such actions are the Client's sole responsibility.

XII. Cancellation. The Client or the Consultant may cancel this contract for any reason with notice by email. Within 30 days of cancellation, the Consultant will submit an invoice for any work performed between the date of the latest invoice and the date of the cancelling email, and the County will pay in accordance with section IV on payment and chapter 2251, Texas Government Code.

XIII. Public Information Act and Recordings. With respect to open-records and similar requests, the Client will comply with the Texas Public Information Act, Gov't Code, Chapter 552. If the Sheriff believes that a request may implicate the Consultant's interests, then the Client will notify her under section 552.305, Gov't Code, and she may comply with the Act to protect her interests. The Sheriff will make all decisions related to a public release of recordings under Texas law. See, e.g., Occupations Code, Chapter 1701, Subchapter N (Body Worn Cameras), Gov't Code, Chapter 552, Subchapter C, and arts. 2.1396 and 2.32, Code of Criminal Procedure.



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XIV. Attorney's Fees. A party who prevails on a claim or a defense to a claim related to this agreement may recover reasonable attorney's fees incurred or paid in connection with that claim or defense. A court will determine a prevailing party and assess reasonable attorney's fees for each claim or defense. Thus, each party may be a prevailing party on one or more claims or defenses. Section 10's limitation on compensatory damages will not affect an award of attorney's fees.

XV. Venue. A court in Collin County, Texas, will have exclusive venue over a dispute or lawsuit that relates to this contract or the parties' relationship. Each party agrees not to file a claim or lawsuit in another court.

XVI. Copies. As between the parties, a photocopy of this contract will serve as an originally signed one.

XVII. Notice.

The Client may contact or notify Marcy A. Calnan, J.D., M.Ed., Consultant, at: mcalnan@co.collin.tx.us.

The Consultant may contact or notify the Client at:

Asst. Chief Johnny Jaquess at: jjaquess@co.collin.tx.us and spoe@co.collin.tx.us

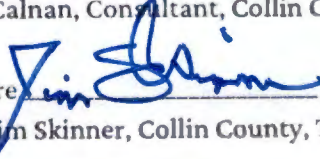
and

Bill Bilyeu, Collin County Administrator: bbilyeu@co.collin.tx.us.

XVIII. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Signature  Date 3.25.24

Marcy Calnan, Consultant, Collin County, Texas

Signature  Date 3/25/24

Sheriff Jim Skinner, Collin County, Texas

Signature _____ Date _____

Honorable Chris Hill, County Judge, Collin County, Texas

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