



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Town of Prosper
P.O. Box 307
Prosper, TX 75078

Contract No. 2020-347
Contract: Jail Services, Town of Prosper

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1: The agreement will be renewed for a period of one (1) year, beginning October 1, 2024, through and including September 30, 2025.

Item #2: Charges for fiscal year 2025: \$127.80 per day, per inmate

Item #3: Update Section 8 Civil Liability clause of the agreement to the following -

The City and County ("Parties") agree through this contract that the Parties are individually responsible for any civil liability that arises from their provision of services under this Agreement. See Gov't Code, § 791.006(b).

This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents. "City" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the Parties will reasonably cooperate with the one another in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the Parties' supervision or control.

FROM:

The City is responsible for any civil liability that arises from the County's provision of services under this Agreement. See Gov't Code, § 791.006(b). The City will defend, indemnify, and hold harmless the County from and against all demands, claims, damages, losses and liabilities, including reasonable attorney's fees and litigation expenses, that arise directly or indirectly from the County's performance of this Agreement. This provision falls under subsection (b) of sections 5 and 7 of article XI of the Texas Constitution.

For purposes of this section 8, "County" includes its officials, officers, deputies, employees, insurers, and agents.

With regard to the provision of a defense under this paragraph, the County will reasonably cooperate with the City in defending a claim or suit, including providing reasonable access to, and copies of, documents, electronic or magnetic data, and access to witnesses or other persons with discoverable knowledge such as detention officers, employees, or other persons under the County's supervision or control.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 4 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on October 1, 2024.

ACCEPTED BY:

Robert Scott
SIGNATURE

Robert Scott
(Print Name)

TITLE: Dep Town Mgr.
DATE: 8/6/24

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent
DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-694-08-03

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-710-07-26</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2022-998-09-26</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2023-897-09-25</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.		Summary	<u>Renewal, Fees, Sec. 8 updated</u>