



Contract Modification Document

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

Vendor: Anna ISD
501 S. Sherley Ave
Anna, TX 75409
Contract No. 2020-334
Contract: Jail Services, Anna ISD

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 School 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. "School" 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:


Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the School. The parties agree that the County shall be acting as agent for the School in performing the services contemplated by this Agreement.

The School shall defend the County with respect to all claims arising out of the County's performance under this agreement. The School will also hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the School pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

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:



SIGNATURE
Jeff Jones

(Print Name)

TITLE: Chief of Police
DATE: 07/18/2024

SIGNATURE
Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: Purchasing Agent
DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2020-650-07-20

Amendment	<u>No. 1</u>	Court Order No.	<u>2021-490-05-24</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u>2022-986-09-26</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 3</u>	Court Order No.	<u>2023-885-09-25</u>	Summary	<u>One year renewal; fees updated</u>
Amendment	<u>No. 4</u>	Court Order No.	<u></u>	Summary	<u>Renewal, Fees, Sec. 8 updated</u>