

Item #2:

Contract Modification Document

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

Vendor:	Baylor Scott & White	Contract No.	2020-396
	4005 Crutcher St	Contract:	Jail Services, Baylor Scott & White
	Suite 100		
	Dallas, TX 75246		

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

Charges for fiscal year 2025:

The Police Department 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).

\$127.80 per day, per inmate

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. "Police Department" 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 Police Department 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 Police Department 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 Police Department 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 <u>09-23-24</u> by authority of the Collin County Commissioners Court by Court Order No. <u>2024-979-09-23</u>, to be effective on <u>October 1, 2024</u>.

ACCEPTED BY:

SIGNATURE

Road Timmons

(Print Name)

TITLE:

7/29/2024

-DocuSigned by:

Michelle Charnoski

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE:

Purchasing Agent

DATE:

10/4/2024

HISTORICAL INFORMATION										
		Awarded by Co	Awarded by Court Order No		326-09-14	_				
Amendment	No. 1	Court Order No.	2021-492	2-05-24	Summary	One year renewal; fees update				
Amendment	No. 2	Court Order No.	2022-987	7-09-26	Summary	One year renewal; fees updated				
Amendment	No. 3	Court Order No.	2023-954	4-10-02	Summary	One year renewal; fees updated				
Amendment	No. 4	Court Order No.	2024-97	9-09-23	Summary	Renewal, Fees, Sec. 8 updated				

Inmate per Day Expense Entity Impact

			Γ		Т						FY	2024 Inmate
											Da	ys Utilizing FY
	F'	Y 2020		FY 2021		FY 2022		FY 2023		FY 2024 YTD	2	025 Adopted
Entity	Act	ual Paid		Actual Paid		Actual Paid		Actual Paid		Actual Paid		Rate
Anna	\$	4,543.88	\$	4,296.27	\$	3,057.60	\$	3,367.76	\$	1,287.60	\$	1,533.64
Anna ISD	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
Baylor Scott & White		-		-		-		-	\$	-	\$	- 1
Celina		2,271.94		822.69		1,117.20		918.48	\$	643.80	\$	766.82
Collin Co. Community												
College		-		274.23		58.80		-	\$	-	\$	
Community ISD		-				-		-	\$	-	\$	120 Sept. -
DART		188.94				294.00		76.54	\$	-	\$	
Fairview		98.78		639.87		176.40		306.16	\$	107.30	\$	127.80
Farmersville		1,284.14		1,462.56		940.80		382.70	\$	-	\$	
Farmersville ISD		_		-		-		-	\$	-	\$	
Josephine		98.78				·		· · · · · · · · · ·	\$	-	\$	
Lavon		790.24		- ·				153.08	\$	-	\$	
Lucas		-				-		-	\$	-	\$	
McKinney		36,977.85		33,090.42		20,756.40		22,579.60	\$	8,905.90	\$	10,607.68
Melissa		3,457.30		5,119.06		2,822.40		3,138.14	\$	1,394.90	\$	1,661.44
Murphy		4,642.66		1,279.74		58.80		841.94	\$	-	\$	
Parker		395.12		-					\$	-	\$	
Princeton		5,926.80		4,753.32		4,998.00		4,133.16	\$	1,394.90	\$	1,661.44
Prosper		4,247.54		914.10		1,058.40		4,209.70	\$	1,502.20	\$	1,789.25
Prosper ISD				-		176.40		- 1	\$	-	\$	
St Paul		-				- 1	1	, -	\$	- 1	\$	- 7
Westminister		-				-		-	\$	-	\$	
Wylie		2,271.94		91.41		-		- ·	\$	- 1	\$	-
	\$	67,195.91	\$	52,743.67	\$	35,515.20	\$	40,107.26	\$	15,236.60	\$	18,148.08
Rates	\$	98.78	\$	91.41	\$	58.80	\$	76.54	\$	107.30	\$	127.80
# City Days		680		577		604		524		142		
0001-50030-0001-64-00-							_		- (
Federal Inmate Housing	\$ 1,3	179,869.74	\$	510,154.19	\$	1,183,665.00	\$	1,172,535.00	\$		\$	467,670.00
# Federal Days		11,944		4,859		11,273		11,167		4,454		
# Total Days		350116		341105		359851		391046		145604		
# County Days		337,491		335,669		347,974		379,355		141,008		
Facility Utilization												
% County		96.39%		98.41%		96.70%		97.01%		96.84%		
% City		0.19%		0.17%		0.17%		0.13%		0.10%		
% Federal		3.41%		1.42%		3.13%		2.86%		3.06%		
/0 I EUEI al		3.41%		1.4270		3.13%		2.00%		3.00%		