



INTERLOCAL COOPERATION CONTRACT

(CSCD AND CCSO/VALOR)

WHEREAS, THE COUNTY OF COLLIN, STATE OF TEXAS (hereinafter "Performing Party") is a validly organized and constituted governmental entity properly established in accordance with Chapter 71, Local Government Code;

WHEREAS, the Collin County Community Supervision and Corrections Department (hereinafter "Department") is properly established in accordance with Chapter 76, Government Code;

WHEREAS, Chapter 140, Local Government Code, permits the Department, as a "specialized local entity," to enter into contractual arrangements;

WHEREAS, Chapter 791, Government Code, authorizes local governments to increase their efficiency and effectiveness by contracting with one another and with agencies of the state;

THEREFORE, this Interlocal Cooperation Contract (hereinafter "contract") is made and entered into by and between the Performing Party and the Department.

ARTICLE I SPECIFICATIONS

1.1 Terms and Conditions.

A. The Performing Party shall, in accordance with the terms of this contract, provide all the necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the Department as specified in writing in this contract) and do all things necessary for, or incidental to, the provision of the services listed as follows:

- a. **To provide thirty-three (33) secure residential beds at the Collin County Detention Facilities for the purpose of housing offenders sentenced to a period of confinement pursuant to Article 42A.302 & 42A.601-607 of the Code of Criminal Procedure who will participate in the V.A.L.O.R. program. If it reasonably appears as though the V.A.L.O.R. program may need more than thirty-three (33) beds, then**

the parties may add a specific number of beds for a defined time to the program by agreement.

- b. To provide security for offenders sentenced to said facility commensurate with provisions and standards of security set by the Texas Commission on Jail Standards.**
 - c. To provide adequate health, safety precautions, meals, clothing, recreation, medical, and other care for the offender as set forth by the standards of the Texas Commission on Jail Standards and the Texas Department of Criminal Justice – Community Justice Assistance Division.**
 - d. To allow the Department to participate in the screening and admission of offenders into the V.A.L.O.R. Program**
 - e. To provide the Department with offender status reports concerning violations by participants in the V.A.L.O.R. program while they are inmates in the county jail. This report will be made available to the Director of the Community Corrections Program within a reasonable time after the inmate's violation.**
 - f. To provide the Department, consistent with section 1.2 of this Agreement, with a monthly report of the number of days each inmate was both (a) a participant in the V.A.L.O.R. program and (2) was housed in the county jail while a participant.**
 - g. Provide the Department a monthly report which includes inmate name and total number of days in said facilities.**
 - h. To provide transportation for V.A.L.O.R. offenders to and from all work assignments, community service work and other occasions as needed.**
 - i. To provide effective and meaningful community work for inmates serving confinement including but not limited to the maintenance and janitorial work in county facilities and any other work the Sheriff's Office may approve. The Sheriff's Office Personnel will supervise the work.**
- B. The Performing Party shall provide and support personnel to meet all applicable state standards for staff to participant ratios.**
- C. All employees of the Performing Party providing services to Defendants shall have and maintain all required licenses, certifications, and other qualifications.**

1.2 Compensation.

The Department shall compensate Collin County based upon an annualized average daily rate for thirty-three (33) beds actually utilized per day. The Department and Collin County acknowledge that actual utilization of the beds will fluctuate, and there may be times when more than thirty-three (33) beds are occupied and other times when fewer than thirty-three (33) beds are occupied.

Example:

If the daily rate is \$144.19, the Annual Contract Amount is:

$\$144.19 \times 33 \times 365 = \$1,736,768.55$

The Performing Party shall provide to the auditor's office a report indicating the actual utilization of the prior month by the 10th day of each of the following months. Invoices shall be presented to the Department by the 15th day of each month.

1.3 Contract Period.

This contract is for a period of **one year** beginning on **September 1, 2026**, and ending on **August 31, 2027**. It may be renewed annually or terminated as hereinafter provided.

1.4 Performance Measures.

The Performing Party shall comply with the performance measures at Exhibit A which are incorporated into this contract by reference.

ARTICLE II GENERAL CONDITIONS

2.1 Duties and Obligations.

The Performing Party shall:

- A. Provide the services outlined in Article I. Paragraph 1.1, in compliance with applicable federal and state laws, including all constitutional, legal, and court-ordered requirements;
- B. Comply with all applicable standards established by the Texas Board of Criminal Justice, copies of which have been attached to this contract as Exhibit B and are incorporated into this contract by reference;
- C. Comply with the HIV standards at Exhibit C, which are incorporated into this contract by reference;
- D. Furnish such semi-annual financial and program data as may reasonably be requested by the Department;
- E. Provide reasonable access to all records, books, reports, and other data and information needed to accomplish reviews of services and expenditures;
- F. Permit the Department, or Department's designee, to inspect, review, and audit its records and reports to review services and evaluate performance; and
- G. Permit the Department, or Department's designee, to conduct site visits at times mutually agreed upon between the parties.

2.2 Confidentiality.

When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this contract shall be confidential and may be disclosed only in accordance with applicable laws.

- A. Absent specific statutory authority to the contrary, no confidential information may be released without the Defendant's written consent as documented by a signed release form that complies with the requirements of the applicable laws and regulations.
- B. All records prepared in conjunction with this contract or maintained on Defendants shall be the property of the Department. All records (electronic or paper) pertinent to this contract shall be retained by the Providing Party for a period of five years with the following qualification: if any audit, litigation or claim is initiated before the expiration of the five-year period, the records shall be retained until the audit, litigation or

claim has been resolved. The Providing Party shall request disposition instructions from the department at the end of the retention period.

C. The Performing Party shall promptly notify the Department in writing if any legal process requires disclosure of a defendant's record and shall obtain written acknowledgment of the Department's representative.

ARTICLE III MODIFICATION, RENEWAL, CANCELLATION, DEFAULT, AND TERMINATION

3.1 Modification.

This contract may be modified at any time with the mutual consent of the Director of the Department and of the Performing Party. Any such modification must be documented in writing.

3.2 Renewal.

This contract may be renewed in one-year increments by the mutual consent of the Director of the Department and of the Performing Party. Any such renewal must be documented in writing.

3.3 Cancellation.

Payments must be made from current revenues available to the Department. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

3.4 Termination for Convenience.

Either party may terminate this contract for any reason, without cause, and at any time, by furnishing to the other party thirty (30) days prior written notice. Upon termination, the Department shall only be obligated to compensate the Performing Party for services performed and payments earned hereunder up to the date of the termination. The Performing Party shall be obligated to provide services until the date of the termination. Neither party shall be entitled to any other compensation based on this contract.

3.5 Default, Cure Notice, Termination for Cause.

A. Default by the Performing Party.

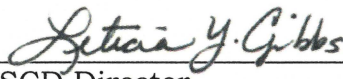
1. A material failure to keep, observe, perform, meet or comply with any term or provision of this contract by the Performing Party shall constitute an event of default.
2. Upon the occurrence of an event of default by the Performing Party, the department shall notify the Performing Party of such event of default by registered United States Mail, return receipt requested.
3. Upon receipt of a notice of an event of default, the Performing Party shall have thirty (30) days to cure the default.
4. If the Performing Party fails to cure the default, the Department may suspend payments, terminate the contract for cause, and pursue any remedy it may have at law or in equity.

B. Default by the Department.

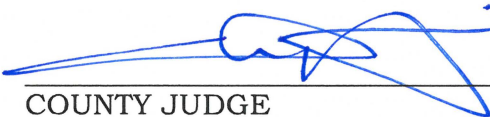
1. A failure by the Department to pay the Performing Party within thirty (30) days after such payment is due, provided such failure to pay is not the result of the Comptroller of the State of Texas withholding payments to the Department, shall constitute an event of default.
2. Upon the occurrence of an event of default by the Department, the sole remedy of the Performing Party is to terminate the agreement. Upon such termination, the Performing Party shall be entitled to receive payment from the Department for all services satisfactorily furnished up to and including the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement, including the Exhibits attached hereto and incorporated herein by reference, to be executed as of the last date indicated below.

Executed this 2nd day of SEPTEMBER, 2026, in Collin County, Texas.



CSCD Director
Collin County, Texas



COUNTY JUDGE
Collin County, Texas

EXHIBIT A

PERFORMANCE MEASURES

Strategy 1: Provide security, adequate health, safety precautions, meals, clothing, recreation, medical, and other care for the offender as set forth by the standards of the Texas Commission on Jail Standards.

Measures: One hundred percent of the individuals served will be provided security, adequate health, safety precautions, meals, clothing, recreation, medical and other care required by the Texas Commission on Jail Standards and monitored at annual inspections by that Agency.

Adjustment: The Performing Party will provide the Department with a copy of the annual inspection certificate of the Minimum Security Facility within 30 days of receipt or reimburse the daily sum for each day past thirty days that the certificate is not provided to the Department.

Strategy 2: Provide the Department access to offender status reports via Odyssey concerning inmate violations while in the V.A.L.O.R. Program.

Measures: One hundred percent (100%) of the individuals served will have violations documented in status reports. Status reports will be forwarded electronically to the Department on a daily basis.

Adjustment: The Performing Party will reimburse the sum of \$18.00 each day past ten (10) days that access to a status report is not provided to the Department.

Strategy 3: Provide the department via Odyssey with daily in-custody report showing the names of the offenders in our program, as well as their location.

Measures: One hundred percent (100%) of the individuals served in the V.A.L.O.R. Program will be listed in the in-custody reports. These reports will be made available daily to the Department.

Adjustment: The Performing Party will reimburse the sum of \$18.00 each day past ten (10) days that access to a report is not provided to the Department.

EXHIBIT B

163.39. Residential Services.

(a) General Administration.

(1) Purpose. Residential facilities and contract residential beds funded by the Texas Department of Criminal Justice Community Justice Assistance Division (TDCJ CJAD) shall provide the courts with a sentencing alternative for the purpose of:

(A) Providing residential placement of offenders on community supervision and others who are eligible in accordance with statutes;

(B) Providing sanctions, services, and programs to modify criminal behavior, deter criminal activity, protect the public, restore victims of crime, and provide offenders with resources to lead productive lives;

(C) Strengthening and expanding the options available to judges to impose alternatives other than imprisonment for offenders; and

(D) Reducing the offender's likelihood of a technical violation or subsequent arrest, and recidivism.

(2) Feasibility Studies. A judicial district interested in establishing a residential community corrections facility (CCF) shall first conduct and prepare a feasibility study in accordance with the TDCJ CJAD Feasibility Study Guidelines-Community Corrections Facility. The product and results of such feasibility study shall be submitted to the TDCJ CJAD. After receipt by the TDCJ CJAD of the initial feasibility study related to a proposed CCF, the community supervision and corrections department (CSCD) may be required to provide supplemental information or additional materials for further review and consideration.

(3) Notice of Construction or Operation of a CCF.

(A) If a CSCD or private vendor operating under a contract with a CSCD or judicial district proposes to construct or operate a CCF within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship, the CSCD shall prominently post an outdoor sign at the proposed location of the facility. The sign shall be at least 24 by 36 inches in size written in lettering at least two inches in size. The sign shall state that a correctional or rehabilitation facility is intended to be located on the premises, and provide the name and business address of the CSCD. The municipality or county in which the CCF is to be located may require the sign to be both in English and a language other than English, if it is likely that a substantial number of the residents in the area speak a language other than English as their familiar language.

(B) The CSCD shall provide notice of the proposed location of the facility to the commissioners court of the county or governing body of the municipality where the facility is intended to be located no later than 60 days before the CSCD begins construction or operation of the facility. The notice shall contain the following:

(i) A statement of the entity's intent to construct or operate a correctional or rehabilitation facility in an area;

(ii) A description of the proposed location of the facility; and

(iii) A statement that Texas Local Government Code §§244.001 - .026 governs the procedure for notice of and consent to the facility.

(4) Public Meetings. A CSCD or private vendor having a contract with a CSCD or judicial district shall not establish a CCF unless the CSCD has held a public meeting before the action is taken. In addition, a CSCD may not expend funds provided by the TDCJ CJAD to lease or purchase real property, construct buildings, or use a facility or real property acquired or improved with state funds for a CCF unless the CSCD has held a public meeting before the action is taken. The public meeting shall be held at a site as close as practicable to the location at which the proposed action is to be taken. The meeting shall not be held on a Saturday, Sunday, or legal holiday. The meeting shall begin after 6:00 p.m. More than 30 days before the date of the meeting, the department that the facility is to serve, or a vendor proposing to operate a facility, at a minimum shall:

(A) Publish by advertisement a notice that is no less than three and one-half inches by five inches of the date, hour, place, and subject of the hearing as required in subsection (a)(4) of this rule in three consecutive issues of a newspaper of, or in newspapers that collectively have, general circulation in the county in which the proposed facility is to be located. The notice shall specifically state the address of the facility or property on which a proposed action is to be taken and provide a description of the proposed action.

(B) Mail a copy of the notice to each police chief, sheriff, city council member, mayor, county commissioner, county judge, school board member, state representative, and state senator who serves or represents the area.

(5) Maximum Resident Capacity and Facility Utilization. The maximum resident capacity of a CCF shall be defined as the total number of residents who can be housed at the facility at any given time as delineated by the operating agency in the most current community justice plan and approved by the TDCJ CJAD director. CCFs funded through TDCJ CJAD shall reach 90% capacity within the first six months of operation and maintain a minimum of 90% thereafter, using appropriate and eligible placements only. Any revisions to the maximum and minimum resident capacities for the CCF shall be subject to approval by the TDCJ CJAD through the community justice plan amendment process.

(6) Contract Residential Services. Business entities, agencies, or persons contracting with CSCDs or judicial districts for residential services shall comply with all applicable competitive bidding and other laws and regulations. CSCDs or judicial districts contracting with business entities, agencies, or persons for residential services shall comply with any applicable competitive bidding and other laws and regulations. The CSCD director shall monitor, audit, and inspect the performance and compliance of the service provider and vendor with the terms and conditions of the contract with the CSCD and with applicable laws and regulations.

(7) Mission Statement. The CSCD director and facility director shall prepare and maintain a mission statement that describes the general purposes and overall goals of the facility's programs.

(b) Personnel.

(1) Screening for Tuberculosis (TB) Infection. The CSCD director or facility director shall ensure that as soon as practicable but no later than seven calendar days of assuming any duties within a CCF, all staff undergo a screening for TB infection. Follow-up screening for TB infection shall be conducted on all staff, at a minimum, once every year from the anniversary date of the initial screening. The results of all screenings shall be maintained on file.

(2) Required Personnel.

(A) Each facility with an employment component shall have a designated employment coordinator whose duties and responsibilities include assisting residents in obtaining and maintaining employment. The employment coordinator shall be responsible for addressing other employment issues for residents such as résumé development, interviewing skills and techniques, and appropriate dress for job interviews.

(B) Every facility shall have a designated staff member whose duties and responsibilities include facilitating or ensuring the required cognitive and other facility programs are accomplished.

(3) Criminal Histories and Arrest Records. Prior to employment and on at least an annual or more frequent basis thereafter, criminal histories and arrest records shall be obtained from both the Texas Department of Public Safety (DPS) and National Crime Information Center on each of the CCF's employees, contract vendor staff, if applicable, and volunteers. This requirement shall apply to both vendor contracts and the CSCD operated CCFs. Upon verification that no new conviction(s) have occurred, an entry documenting such shall be made in the personnel file. The criminal history document and other arrest record documentation shall then be destroyed. Employees who have access to criminal histories must meet DPS criteria for accessing the Texas Law Enforcement Telecommunication System operated by the DPS or files containing a copy of an employee's or resident's criminal history.

(4) Residential Officer Certification. Governed by §163.33(f) of this title.

(5) Residential Personnel Training. Initial Training Requirements and Defensive Driving are governed by §163.33(j) of this title. Training Requirements for Monitoring Self-Administration of Medications are set forth in subsection (n)(10) of this rule.

(c) Building, Safety, Sanitation, and Health Codes.

(1) Compliance. The CSCD director and facility director shall ensure that the facility's construction, maintenance, and operations complies with all applicable state, federal, and local laws, building codes, and regulations related to safety, sanitation, and health. Records of compliance inspections, audits, or written reports by internal and external sources shall be kept on file for examination and review by the TDCJ CJAD and other governmental agencies and authorities from program inception forward. The CSCD director and facility director shall promptly notify the TDCJ CJAD in writing of any circumstances wherein the facility or its operations do not maintain such compliance.

(2) Water Supply. The CSCD director or designee shall ensure that the facility's potable water source and supply is sanitary and approved by an independent, qualified agency or individual in compliance with the applicable governmental laws and regulations.