Interlocal Jail Services Agreement

This Interlocal Jail Services Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date"), by and between Collin County Community College District (hereinafter the "Entity" or "Collin College"), a Texas public junior college organized under Chapter 130 of the Texas Education Code, and Collin County, Texas (hereinafter the "County"). Both parties are public entities organized under the laws of the State of Texas.

Recitals

1. The County operates the Collin County Detention Facility, including the Minimum Security facility (the "Detention Facility" or "County Jail") under chapter 351 of the Local Government Code and part 9 of title 37 of the Texas Administrative Code.

2. The County generally operates the County Jail for the confinement of persons accused or convicted of a violation of state law. *See* Code of Crim. Proc., arts. 2A.063–2A.064. But, with an interlocal agreement, the Sheriff may also accept custody of persons accused of violating only a municipal ordinance (Class C misdemeanors). *See* Tex. Att'y Gen. Op. No. JM-0151 (1984).

3. The Entity desires to obtain certain jail services from the County to be performed for the Entity to ensure the confinement of persons accused or convicted of a Class C misdemeanor or other violation of a municipal ordinance.

Therefore, under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the County Jail of persons accused or convicted of an offense.

Section 2. Term and Termination

2.01 Term

The term of this Agreement shall commence on October 1, 2026, and shall continue in full force and effect through September 30, 2027. This Agreement may be renewed for additional one-year periods at the rates established and agreed upon by both parties each renewal year. *See* Gov't Code, § 791.011(f), (i).

2.02 Termination

A party may terminate this Agreement for any reason by giving 90 days' written notice to the other party.

Section 3. Services

3.01 Services

The County agrees to provide jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County Jail at the time the Entity requests jail services. Space will be unavailable when the County Jail is unable to accept additional inmates.

The Jail Administrator may determine when the County Jail is unable to accept additional inmates. The Jail Administrator will consider the jail's population, expected incoming inmates, expected releases, the gender and security-classification mix of the inmate population, inmates' health restrictions, space or cells needed to house and care for problematic or vulnerable inmates, and state law, including the rules and regulations of the Texas Commission on Jail Standards. At times, particular pods or cells may be unavailable for some reason, such as maintenance, which the Jail Administrator will consider in determining whether the County Jail is able to accept additional inmates.

3.02 Persons Accepted

(1) The Detention Facility will accept only persons who are adults under state law, whether by age or by a court's certification. *See, e.g.*, Family Code, § 51.02(2); Penal Code, § 8.07(b); SB 1306 (89th Leg. R.S. (2025)) (listing Texas statutes that would be affected by a raise-the-age act).

(2) The Detention Facility will accept persons arrested via a Class C warrant, if the detainee is presented by a Peace Officer with the original warrant, a certified or facsimile copy of a valid arrest warrant, or if the jail staff receives a teletype or email confirmation of the warrant.

(3) The Detention Facility will allow any Peace Officer to execute any Class C warrant on any detainee in the facility's custody, if the warrant is an original, certified, facsimile, or similarly reliable copy, or if the jail staff receives teletype or email confirmation.

(4) The Detention Facility will accept all on-view or warrantless arrests of Class C violators. An arresting officer must provide the Detention Facility with (i) the time of arrest and (ii) a properly completed and signed probable-cause affidavit for each person arrested, for compliance with art. 17.033(a) of the Code of Criminal Procedure. Alternatively, an arresting officer must provide an original, certified, facsimile, or similarly reliable copy or confirmation of a magistrate's determination that probable cause exists to believe the arrestee committed the offense as required by art. 17.033(a) of the Code of Criminal Procedure.

(5) When a defendant has been convicted of a Class C misdemeanor, a judgment and sentence is entered against the defendant under art. 45A.251 of the Code of Criminal Procedure. If the defendant defaults in the discharge of the judgment, a Judge may order the defendant confined in a jail. *See* Code of Criminal Procedure, art. 45A.261. The Detention Facility will accept defendants on such jail commitments only if they are accompanied by a certified copy of the judgment, sentence and order that complies with art. 45A.261 of the Code of Criminal Procedure, and that states in part:

a. "the defendant is not indigent and the defendant has failed in good faith to discharge the fines and costs" or

b. "the defendant is indigent and has failed to make a good faith effort to discharge the fine and costs under Article 45A.254; and could have discharged the fine and costs under Article 45A.254 without experiencing any undue hardship."

Section 4. Non-Exclusivity of Service Provision

The County may contract to perform services similar or identical to those specified in this Agreement for other municipalities, utility districts, or governmental entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The Entity will pay the County $171.18 (the "Basic Charge") per day or part of a day per inmate that the Entity requests be confined on the Entity's charges, and who is confined, in the County Jail. This Basic Charge, along with Additional Charges under sections 5.02–5.04 of this Agreement, will fairly compensate the County. *See* Gov't Code, § 791.011(e). The County's Commissioners Court updates the daily jail rate annually by order.

5.02 Additional Charges

In addition to paying the Basic Charge, the Entity will reimburse the County for expenses associated with providing jail services to inmates held on the Entity's charges (the Entity's inmates). The Entity will reimburse the County for providing health-care services, including ambulance, medical, hospital, dental, and psychiatric or psychological services to the Entity's inmates. Where reasonable and consistent with the County's legal obligations to care for inmates, including providing them with first aid and emergency and non-emergency medical care and care and monitoring for an at-risk inmate, the County will take reasonable steps to confer with the Entity about the reasonably foreseeable costs of maintaining the Entity's inmates in the Detention Facility before incurring an undue balance of such costs.

For conference purposes, "the Entity" means an officer with sufficient authority to make binding decisions about an inmate's care or whether to issue a personal recognizance bond

with respect to an inmate.

5.03 Billing

The County will bill the Entity monthly for jail services. The Entity will pay the bills under Chapter 2251 of the Government Code, including interest on untimely payments.

5.04 Cost of Additional Charges

The County will charge the Entity for services under section 5.02 of this Agreement at the cost to the County of providing those services to the inmates. The County will provide reasonable documentation or other support of such charges upon the Entity's request.

5.05 Source of Payment

The Entity will make all payments required under this Agreement from current revenues available to the Entity. *See* Gov't Code, § 791.011(d)(3).

Section 6. Lawful Arrest and Detention

The Entity will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the Entity is solely responsible for complying with pre-detention procedures, and the Entity will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees and litigation costs, and attachments, caused by or flowing from the Entity's alleged or actual failure to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The Entity agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The Entity agrees to remove all persons, if any, confined on the Entity's behalf in the Collin County Jail pursuant to this Agreement at least one day before the date of this Agreement's termination unless extended by the execution of another contract.

Section 8. Civil Liability

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

To the extent permitted by applicable law, the Entity shall hold the County free and

harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the Entity 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.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent who is an individual of the Entity or the County. Each party will not sue or try to hold an official, officer, employee, or individual agent of the other party personally liable for any personal injuries or property damage.

The parties do not waive any form of immunity by signing this Agreement which may be afforded to them by applicable law.

Section 9. Amendment

This Agreement will not be amended or modified other than in a written agreement signed by the parties. No party will try to enforce a purported amendment that is not written and properly approved by each party's governing body under section 791.011(d) of the Government Code.

Section 10. Controlling Law and Venue

Texas law will govern this Agreement and the parties' claims and defenses arising out of, or related to, their relationship and performance under this Agreement, regardless of a forum's choice-of-law rules. This Agreement is performable in Collin County, Texas and any claim arising out of or in connection with this Agreement or subject matter thereof shall be in courts located in or for Collin County, Texas.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified, the parties will communicate under this Agreement in writing or by email. A party will send important communications, including communications under section 12, in writing and by certified mail to the liaisons in section 11.02.

11.02 Addresses

A party will address a communication to the other's address as follows:

(A) Collin County, to:
Sheriff Jim Skinner
Collin County Sheriff's Office
4300 Community Ave.
McKinney, Texas 75071

(B) Collin County Administrator, to:
Collin County

Attn: County Administrator
2300 Bloomdale #4192
McKinney, Texas 75071

(C) Collin County Purchasing Agent, to:
Collin County
Attn: Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

(D) Collin County Community College District, to:
ATTN: Chief of Police
Collin College Police Department
4800 Preston Park Boulevard
Plano, TX 75093

(E) Collin County Community College District Executive Vice President, to:
ATTN: Executive Vice President
Collin County Community College District
3452 Spur 399
McKinney, Texas 75069

(F) Collin County Community College District Contract Administrator, to:
ATTN: Procurement Contract Administrator
Collin County Community College District
3452 Spur 399
McKinney, Texas 75069

or to such person at such other address as may from time to time be specified in a notice given as provided in this section 11. The Entity may also provide a copy of a communication to:

The Honorable Chris Hill
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

Section 12. Resolution of Disputes

Should a dispute arise out of this Agreement, the County and the Entity will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the disputes will be mediated by a mutually acceptable third party to be chosen by the County and the Entity within thirty (30) days after written notice by one party to the other demanding mediation under this section. The County and Entity will share equally in the costs of the mediation. This section's purpose is to reasonably ensure that the County and the Entity will in good faith use mediation or another non-binding dispute resolution process before pursuing litigation. A party's participation in mediation or another non-binding dispute resolution process will not be construed as a waiver by a party of (1) any rights, privileges, defenses,

remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates provided herein. In the event of a lawsuit, each party will bear its own attorney's fees and expenses unless awarded under applicable law.

Section 13. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit, or expand the express provision of this Agreement.

Section 14. Counterparts

This Agreement may be executed in counterparts and may be photocopied. A party may use a complete counterpart or photocopy as if it were an original.

Section 15. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligations under the Agreement.

Section 16. Exclusive Right to Enforce this Agreement

The County and the Entity have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 17. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties as to the matters set forth here.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

Section 18. No Partnership or Agency

The parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any party the partner, agent or legal representative of the other party, nor create any fiduciary relationship between them for any purpose whatsoever. No party shall have any authority to act for, or to assume any obligations or responsibility on behalf of, the other party except as may be, from time to time, agreed upon in writing between the parties or as otherwise expressly provided in this Agreement.

Section 19. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results

from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 20. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 21. Expenses for Enforcement

In the event either party hereto is required to employ an attorney to enforce the provisions of this Agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party as determined by a court or trier of fact shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

Collin County, Texas

By: _____ Date: _____
Chris Hill, County Judge

Collin County Community College District

By: _____ Date: _____

Printed Name: _____

Title: Board of Trustees Chair