

**RESOLUTION NO. 2023-757**  
*(An Amended Wylie Jail Services Agreement)*

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,  
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL JAIL  
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND CITY  
OF WYLIE.**

**WHEREAS**, the City of Parker is authorized by state law to execute an amended Interlocal Agreement (ILA) for Jail Services with the City of Wylie; and

**WHEREAS**, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its residents and their property; and

**WHEREAS**, Wylie Police Department is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such services; and

**WHEREAS**, The City of Parker has budgeted sufficient funds to make the required payments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER,  
COLLIN COUNTY, TEXAS:**

**SECTION 1.** The Parker City Council does authorize the Mayor to enter into an amended agreement with the City of Wylie for Police Jail Services in substantially the form attached hereto.

**SECTION 2.** This resolution shall be effective upon its passage.

**APPROVED AND ADOPTED this 19th day of September, 2023.**



CITY OF PARKER, TEXAS

\_\_\_\_\_  
Lee Pettie, Mayor

ATTEST:

\_\_\_\_\_  
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Amy J. Stanphill, City Attorney  
RESOLUTION NO. 2023-757  
*(An Amended Wylie Jail Services Agreement)*

## First Amendment to Interlocal Cooperation Agreement for Jail Services

This First Amendment to Interlocal Cooperation Agreement ("First Amendment") is entered into by and between the City of Parker, Texas, a Type A General Law municipality ("Parker") and the City of Wylie, Texas, a Home-Rule municipality ("Wylie"). Wylie and Agency are at times each referred to herein as a "party" or collectively as the "parties."

### RECITALS:

1. The parties entered into that certain Interlocal Cooperation Agreement dated January 12, 2022, which is incorporated herein by reference for all purposes ("Original Agreement"), and together with this First Amendment, (the "Agreement"), wherein Agency contracted with Wylie to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Parker Police Department.
2. The parties desire to amend the Original Agreement as set forth in this First Amendment and to otherwise agree as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1: Amendment to Original Agreement, Section 3.01 (Jail Fees):**

Section 3.01 (Jail Fees) of the Original Agreement is hereby amended to read as follows:

#### "3.01 Jail Fees

Agency shall pay to Wylie a fee for each detainee processed into the Wylie Jail and delivered by Agency regardless of the detainee's length of stay ("Detainee Fee"). The amount of the Detainee Fee shall be established by administrative order of the Wylie City Manager on an annual basis for each ensuing fiscal year based upon the projected costs of services; provided, however, the initial Detainee Fee shall be one hundred twenty-five dollars (\$125.00) per detainee for the first 24 hour period in custody. Each additional 24-hour period will constitute a separate day and an additional one hundred twenty-five dollars (\$125) per detainee will be charged until changed by administrative order of the Wylie City Manager as provided herein. Any increase or change in the amount of the Detainee Fee or other costs of services shall be effective on the forty-fifth (45th) day after Wylie provides written notice thereof to Agency ("Notice of Fee Increase") unless Wylie receives written notice to terminate this Agreement from Agency prior to the expiration of such forty-five (45) day period."

### **Section 2: Defined Terms**

Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Original Agreement.

### **Section 3: Ratification**

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this First Amendment.

### **Section 4: Controlling Agreement**

To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provisions contained in the Original Agreement.

### **Section 5: Entire Agreement/First Amendment**

This First Amendment and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This First Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

### **Section 6: Authority to Execute**

The individuals executing this First Amendment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this First Amendment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this First Amendment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this First Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

### **Section 7: Counterparts**

This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this First Amendment and caused this First Amendment to be effective when all the parties have signed it. The date this First Amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this First Amendment.

City of Wylie, Texas

By: \_\_\_\_\_

Print Name: Brent Parker

Title: City Manager

Agency: City of Parker, Texas

Date: \_\_\_\_\_

By: 

Print Name: Lee Pettle

Title: Mayor

City of Parker, Texas

Date: 09/19/2023