

## RESOLUTION NUMBER 23-R-1073

### **A RESOLUTION OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AUTHORIZING THE SECOND AMENDMENT AND RATIFYING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR DETAINEE LOCKUP (JAIL) SERVICES BETWEEN THE CITY OF MURPHY, TEXAS AND THE CITY OF WYLIE, TEXAS.**

**WHEREAS**, the City Council desires to authorize the City Manager to negotiate and execute the Second Amendment to the contract between the City of Murphy, Texas, and the City of Wylie, Texas for the City of Wylie to provide handling, processing, housing and detention of persons (detainees) arrested by the Murphy Police Department pursuant to the terms in the amendment attached hereto as *Exhibit "A"*; and

**WHEREAS**, the Participants are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, and

**WHEREAS**, Wylie and Murphy have adopted a resolution or ordinance by their respective governing bodies that authorize Wylie and Murphy to enter into this Second Amendment, which is attached hereto as *Exhibit "A"* and incorporated herein by reference for all purposes.

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

**SECTION 1.** The City Council hereby authorizes Allen Barnes, Interim City Manager of the City of Murphy, Texas, to negotiate and execute the Second Amendment to the Interlocal Cooperation Agreement and scope of services, attached hereto as *Exhibit "A,"* with the City of Wylie for Jail Services.

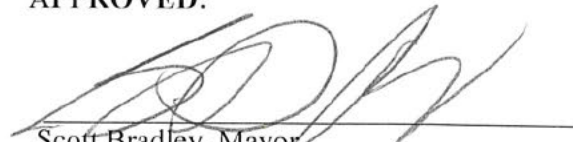
**SECTION 2.** The City Council hereby ratifies the First Amendment to the same Interlocal Cooperation Agreement for Jail Service previously signed by the parties in November 2021, attached hereto as *Exhibit "B."*

**SECTION 3.** This resolution shall become effective from and after its passage.

**DULY RESOLVED** by the City Council of the City of Murphy, Texas, on this 3<sup>rd</sup> day of October 2023.



APPROVED:

  
\_\_\_\_\_  
Scott Bradley, Mayor  
City of Murphy

ATTEST:

  
\_\_\_\_\_  
Kandi Jackson, City Secretary  
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
for Wm. Andrew Messer, City Attorney

## Second Amendment to Interlocal Cooperation Agreement for Jail Services

This Second Amendment to Interlocal Cooperation Agreement for Jail Services ("Second Amendment") is entered into by and between the City of Murphy, Texas, a home-rule municipality ("Murphy" or "Agency") 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 for Jail Services dated February 10, 2021, which is incorporated herein by reference for all purposes ("Original Agreement") and together with a First Amendment dated November, 2021, (collectively the "Agreement"), wherein Murphy 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 Murphy Police Department.
2. The parties desire to amend the Agreement as set forth in this Second 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: Second Amendment to the 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 per 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 Agreement.

### **Section 3: Ratification**

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

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

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

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

The Second Amendment and the Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Second 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 Second 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 Second 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 Second Amendment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Second 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 Second 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 Second 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 Second Amendment and caused this Second Amendment to be effective when all the parties have signed it. The date this Second 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 Second Amendment.

City of Wylie, Texas

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

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

Print Name: Brent Parker

Title: City Manager

Agency: City of Murphy, Texas

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

Date: 10/06/2021

Print Name: Allen Barnes

Title: Interim City Manager

## Exhibit B

### **Interlocal Cooperation Agreement for Jail Services**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Murphy, Texas, a home-rule municipality ("Murphy") 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. Wylie has established a detainee lockup or holding facility known as the Wylie Jail, located at 2000 North Highway 78, Wylie, TX 75098 ("Wylie Jail"), for the handling, processing, housing and detention of persons (detainees) arrested by authorized law enforcement agencies.
2. Agency desires to obtain jail services from Wylie at the Wylie Jail for the handling, processing, housing and detention of persons arrested by the Murphy Police Department, and Wylie has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), as amended.
3. The provision of jail services is a governmental function that serves the public health, safety and welfare and is of mutual concern to the parties.
4. The parties deem it to be in the best interest of both parties to enter into this Agreement.
5. Each party paying for the performance of governmental functions or services pursuant to this Agreement is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

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: Definitions**

As used in this Agreement, the following terms have the meanings set forth in this section:

The term "Jail Services" means all services legally necessary to provide for the confinement in the Wylie Jail of persons (detainees) accused or convicted of an offense.

## **Section 2: Term**

### **2.01 Term**

The term of this Agreement shall begin on the Effective Date of this Agreement and end on September 30, 2022, unless terminated earlier by a party in accordance with the terms of this Agreement. The parties shall have the option to extend this Agreement for one (1) additional term of one (1) year on the same terms and conditions of this Agreement. Either party may exercise this option to extend this Agreement by giving the other party written notice thirty (30) days prior to the expiration of the then-current term, subject to acceptance of the other party.

### **2.02 Termination**

Either party may terminate this Agreement at any time and for any reason by giving the other party at least thirty (30) days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Agency to Wylie within thirty (30) calendar days after receipt of a final invoice for services rendered.

## **Section 3: Jail Fees**

### **3.01**

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 per day or portion thereof 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 expiration of such forty-five (45) day period.

### **3.02**

Wylie shall, not later than the tenth (10th) day of each calendar quarter, provide Agency with a written report containing the number and length of stay of each Agency detainee processed into the Wylie Jail during the immediately preceding calendar quarter and an invoice for the Detainee Fees and other cost of services assessed for such reporting period.

### **3.03**

Agency shall not pay a Detainee Fee for any Agency detainee processed into the Wylie Jail who has outstanding warrants of arrest from only Wylie or the Collin County Sheriff's Office.

#### **Section 4: Jail Services**

##### **4.01**

Wylie agrees to the Jail Services, subject to the availability of space at the Wylie jail at the time the Agency requests Jail Services. Space will be unavailable when the Wylie Jail is filled to 100% of its capacity and unable to accept additional detainees. The Jail Manager is authorized to determine when the Wylie Jail is filled to 100% capacity and unable to accept additional detainees. Agency shall be notified when space unavailability is imminent.

##### **4.02**

The Wylie Jail shall provide the following Jail Services in accordance with the Wylie Jail policies and procedures, as they exist as of the Effective Date of this Agreement and as they are amended or modified from time to time in Wylie's sole discretion:

- (a) Intake of detainees brought to the Wylie Jail for Class C arrests if the detainee is presented by a Peace Officer with a valid and original warrant, a certified or facsimile copy of a valid arrest warrant, a teletype confirmation or an email confirmation of the warrant or a Probable Cause affidavit..
- (b) Intake of detainees brought to the Wylie Jail for Class B and above arrests if the detainee is presented by a Peace Officer with a valid CCSO Custody Sheet, Probable Cause Affidavit or warrant or TTY confirmation, Transfer of Custody Sheet, Bail Request Form, respective city custody sheet and any additional required documentation as per then-current Wylie Jail policy.
- (c) Intake of detainees brought to the Wylie Jail with a completed inventory and storage of Agency detainee property and/or monies. Acceptance of bulk property will be limited.
- (d) Intake of detainees brought to the Wylie Jail with a completed medical questionnaire and a Screening Form for Suicide and Medical/Mental/Developmental Impairments (EIMI Form).
- (e) Photograph and fingerprint each Agency detainee.
- (f) Feed and clothe each detainee according to the Wylie Jail's then-current policy.



- (g) Handle, process and detain each Agency detainee in the Wylie Jail until such detainee is transferred to another jail facility or released on bond or by other lawful means.
- (h) Operate and maintain the Wylie Jail in accordance with applicable federal, state and local laws.
- (i) Provide magistrate services according to the Wylie Jail's then-current policy.
- (j) Follow the Wylie Jail's release policy upon acceptance of the appropriate fines and/or bonds posted.
- (k) Facilitating the transport of Agency detainees to the appropriate, longer-term detention facility.

#### 4.03

If an Agency's detainee arrives at the Wylie Jail with a medical or other emergency that requires the detainee to be transferred to the emergency room or other facility prior to booking in Wylie Jail Staff's sole discretion, Agency agrees that the arresting agency's officer will be responsible for accompanying the detainee to the emergency room or other facility.

#### 4.04

Wylie reserves the right to refuse the intake or booking of Agency's detainee when, in the Wylie Detention Officer's sole discretion, such detainee poses a safety threat to himself/herself or others.

### **Section 5: Medical and Transport Services**

#### 5.01

Wylie may in its sole discretion refuse to accept for intake into the Wylie Jail any Agency detainee that appears in need of medical treatment or medical services.

#### 5.02

Wylie shall provide medical, emergency and ambulance transport service for Agency detainees held in the Wylie Jail; provided, however, all costs incurred by Wylie for providing such services shall be charged to the Agency detainee, in accordance with the then-current Wylie policy and procedures. Agency detainees held in the Wylie Jail shall be responsible for their own medical bills and such medical, emergency and ambulance transport service charges.



### 5.03

Neither Wylie nor Agency may consent to medical treatment of a detainee nor admit or sign an Agency detainee into a hospital or medical facility or otherwise assume financial responsibility, therefore.

### 5.04

Agency detainees detained for class C misdemeanor offenses may be released from the Wylie Jail if the Agency cannot provide transport services for an Agency detainee under the following conditions:

- (a)      Reactivation of the warrant(s) for which the detained is being held;
- (b)      Charges are filed at large; or
- (c)      Charges are not filed.

Agency shall be notified of any detainee released under Section 5.04.

### 5.05

Should the need arise for an in-custody transport for emergency medical treatment or other emergency services of an Agency detainee housed at the Wylie Jail, Wylie and Agency's agency field supervisors or Detention Manager will determine if releasing the detainee is the best possible alternative. If the Agency does not agree that the detainee should be released, Agency shall respond to the medical facility where the detainee is transported and take custody of the detainee. In the event in-custody transport is deemed necessary, the following shall apply:

- (a)      Wylie will arrange for transport of all detainees to the appropriate facility.
- (b)      Wylie will provide officers as needed for escort/transport to the facility for a maximum time of one (1) hour beginning at the initial dispatched time.
- (c)      Agency will be notified within five (5) minutes of dispatching a detainee escort and will have the responsibility to provide a relief officer within one (1) hour of initial dispatched time or will arrange to release the inmate prior to that time.
- (d)      Agency will make every effort to relieve Wylie Officers in the timeliest manner, regardless of the one (1) hour maximum time allowed for response.
- (e)      If Wylie Police/Jail and the Agency agree that the detainee would be a public safety risk if released from custody and the Agency cannot take custody of the detainee in a reasonable time as provided in (c) above at the appropriate facility, the Agency will be responsible for the Wylie Police Department Officer's

hourly rate or overtime rate, if applicable, until a transfer of custody from Wylie to Agency.

## **Section 6: Civil Liability**

**TO THE EXTENT PERMITTED BY LAW, AGENCY SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS WYLIE AND ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DEMANDS, DAMAGES OR JUDGMENTS, INCLUDING ALL EXPENSES, ATTORNEY FEES, WITNESS FEES, COSTS, AND COSTS AND EXPENSES OF APPEALS THEREFROM, ARISING OUT OF WYLIE'S PERFORMANCE UNDER THIS AGREEMENT, EXCEPT WHEN THE SAME SHALL ARISE BECAUSE OF THE WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE OF WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES, AND WYLIE OR ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, REPRESENTATIVES OR EMPLOYEES IS/ARE ADJUDGED TO BE GUILTY OF WILLFUL MISCONDUCT OR CULPABLE NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

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 Agency or the Wylie. Neither party will 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.

It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein. The parties do not intend to create or right for, or in favor of, a person who is not a party to this Agreement.

With regard to the provision of a defense under this paragraph, the parties shall 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.

## **Section 7: 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 8: Controlling Law; Venue**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Collin County, Texas.

## **Section 9: Contingency Plan**

In the event that the Wylie Jail is damaged due to a natural disaster or man-made disaster that renders it unusable, as determined by Wylie in its sole discretion, Wylie will notify Agency that Wylie can no longer receive detainees under this Agreement. If Agency has detainees in custody at the time of any natural or man-made disaster, Wylie will continue custody until authorization for release is received or such detainees are transferred to the Collin County Jail.

## **Section 10: Notices**

### **10.01: Notice**

(a) Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

if to Wylie:

, City Manager  
Wylie Municipal Complex  
300 Country Club Rd., Building 100, 1<sup>st</sup> floor  
Wylie, TX 75098

with a copy to:

Chief Anthony Henderson  
Wylie Police Department  
2000 N. Hwy 78  
Wylie, TX 75098

if the Agency, to:

Mike Castro, City Manager  
City of Murphy  
206 North Murphy Road  
Murphy, Texas 75094

with a copy to:

Chief Ron Davis  
Murphy Police Department  
206 North Murphy Road  
Murphy, Texas 75094



### **Section 11: 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. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

### **Section 12: Counterparts**

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

### **Section 13: 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 obligation under this Agreement.

### **Section 14: Exclusive Right to Enforce this Agreement**

Wylie and the Agency 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. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

### **Section 15: Prior Agreements Superseded**

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. This Agreement is not assignable.

### **Section 16: 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.

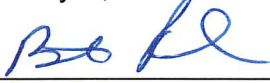
### Section 17: Severability

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement 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 Agreement ("Effective Date").

City of Wylie, Texas

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

  
Brent Parker  
Interim

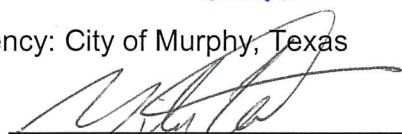
City Manager

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

10/21/21

Agency: City of Murphy, Texas

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

  
Mike Castro, City Manager

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

10/19/21