



Amendment No. Six (6) 6

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor: CITY OF PARKER
Mayor, Joe Cordina
5700 E. Parker Road
Parker, TX 75002

Contract Agreement, Jail Services
Contract No. 2003-091-02-11
Effective Date 10/1/2010

Awarded by Court Order No.: 2003-091-02-11
Amendment # 1 2004-855-10-12
Amendment # 2 2006-285-03-28
Amendment # 3 2007-768-09-11
Amendment # 4 2008-790-09-23
Amendment # 5 2009-726-09-14
Amendment # 6 2010-691-09-13

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2011, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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.

ACCEPTED BY:

Joe Cordina Print Name
CITY OF PARKER
Mayor, Joe Cordina
5700 E. Parker Road
Parker, TX 75002

Joe Cordina
SIGNATURE
TITLE: Mayor
DATE: August 20, 2010

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Franklin Ybarbo
Frank Ybarbo
Purchasing Agent
DATE: 9/14/10

Attachment A

Amend Section 8 Civil Liability to read as follows:

“SECTION 8. Civil Liability

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.”

RESOLUTION NO. 2010-298
(2010-2011 Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 6
JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND
COLLIN COUNTY.**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County;

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

WHEREAS, Collin County's Sheriff's Office 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;

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 agreement with Collin County for Police Jail Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 17th day of August, 2010.

APPROVED:



Joe Gordina, Mayor

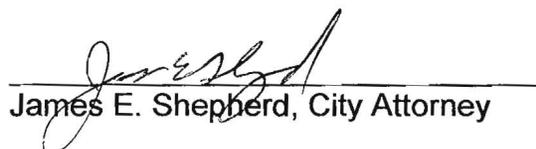
ATTEST:



Carrie L. Smith, City Secretary



APPROVED AS TO FORM:



James E. Shepherd, City Attorney