



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	City of Parker	Contract No.	Interlocal, Child Abuse
	5700 E. Parker Road	Contract:	Investigation Services
	Parker, TX 75002		(Law Enforcement Services)
			Parker 2023-410

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

1) Update Section 6.02 Notices as follows:

if to the County, Copy to:
Collin County Administration
Attn: Purchasing Agent
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

Collin County Administration
Attn: County Administrator
2300 Bloomdale Road, Suite 4142
McKinney, TX 75071

2) Update Section 7.01 Civil Liability as follows:

Each party will be responsible for its own defense and liability—and for those of its officials and employees—in the event of any claim, dispute, or lawsuit related to performance under this agreement.

Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this Agreement alone.

To the extent allowed by law, a party will not be liable to the other party for claims or damages arising from the acts or omissions of the other party's employees or contractors, and will **defend, indemnify, and hold harmless** the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party's employees or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions of the other party or its employees. If the injuries or damages arose from the acts or omissions of the other party's contractor, however, then the party may sue the contractor, not the member—except on a claim that the member is directly liable by reason of an exercise of actual control over a person or instrument that proximately caused the injury or damage. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to 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 a party.

If a person, who is not a party to this Agreement, files or asserts a claim against a party to this Agreement, then the Parties will assert and pursue all immunity and other defenses against the claim. But each party may also pursue its third-party-practice rights against the other party in the context of a claim by a person who is not a party to this Agreement.

The parties do not intend to create a claim or right for a person or entity who is not a party to this Agreement.

A party is entitled only to the benefit of its bargain under this Agreement. A party is not liable to the other party for *other* consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A party will not sue for such damages.

"Claims or damages" means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney's fees, expert costs, litigation or ADR costs, and interest. "Acts or omissions" means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, violation of statute, or other actionable conduct. "Third-party-practice rights" means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 37-41 of the TRCP and chapters 32 and 33 of the TCPRC or their counterparts in other jurisdictions. This section's rights and duties apply at all stages of a dispute or lawsuit.

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.

Amendment No. 1 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on this date _____.

ACCEPTED BY:


SIGNATURE
LEE Pettie
(Print Name)

TITLE: MAYOR
DATE: 1-22-25

SIGNATURE
Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: PURCHASING AGENT
DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2023-1155-12-04

Amendment	<u>No. 1</u>	Court Order No.	<u></u>	Summary	<u>Sec. 6.02 and Sec. 7.01 updated</u>
Amendment	<u>No. 2</u>	Court Order No.	<u></u>	Summary	<u></u>
Amendment	<u>No. 3</u>	Court Order No.	<u></u>	Summary	<u></u>

RESOLUTION NO. 2025-828

*(2023-2027 Child Abuse, Investigation Services, Law Enforcement Services
Amendment)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER,
COLLIN COUNTY, TEXAS, APPROVING AN AMENDMENT TO THE
INTERLOCAL CHILD ABUSE, INVESTIGATIONS SERVICES, LAW
ENFORCEMENT SERVICES AGREEMENT WITH COLLIN COUNTY,
TEXAS; AUTHORIZING THE MAYOR TO EXECUTE; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Parker desires to protect the health, safety, and welfare of its Residents;
and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to
approve Interlocal Child Abuse, Investigation Services, Law Enforcement Services Agreement
("Agreement") with Collin County, Texas to obtain certain services from the County to be preformed
for the benefit of the City of Parker, Texas; and

WHEREAS, Collin County has proposed an update to provisions of the Agreement.

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

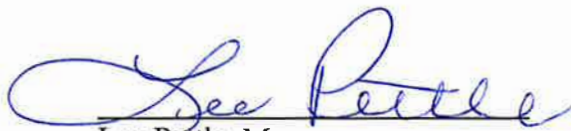
SECTION 1. The Amendment attached hereto, entitled "Contract Modification" amending the
Interlocal Agreement: Child Abuse, Investigation Services, Law Enforcement Services, is approved.

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

APPROVED AND ADOPTED this 21ST day of January, 2025.

CITY OF PARKER, TEXAS




Lee Pettie, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:


Patti Scott Grey, City Secretary


Catherine Clifton, Interim City Attorney

RESOLUTION NO. 2025-828

(2023-2027 Child Abuse, Investigation Services and Law Enforcement Amendment)