

## **INTERLOCAL JAIL SERVICES AGREEMENT**

This Interlocal Jail Service Agreement ("Agreement") is entered into as of the 1<sup>st</sup> day of October, 2002, by and between Dallas Area Rapid Transit, a Texas regional transportation authority organized and existing under Chapter 452 of the Texas Transportation Code ("DART"), and, Collin County, a political subdivision of the State of Texas ("County").

### **Recitals**

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the Collin County Jail for the confinement of persons accused or convicted of an offense.
3. DART desires to obtain certain jail services from the County to be performed for DART to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act, TEX. REV. CIV. STAT. ANN., 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 Collin County Jail of persons accused or convicted of an offense.

### **Section 2. Term**

#### **2.01 Term**

The term of this Agreement shall commence on the 1st day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

#### **2.02 Termination**

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

### **Section 3. Services**

#### **3.01 Services to be Provided**

The County agrees to provide to DART jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County County Jail at the time DART requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

### **Section 4. Non-Exclusivity of Service Provision**

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

### **Section 5. Compensation**

#### **5.01 Basic Charge**

DART shall pay the County a Basic Charge of \$70.00 per day or part of a day per DART Prisoner in the County jail. If an inmate is arrested on DART's warrant by another agency and transported to the Collin County Jail, DART will not be charged if the inmate is released to DART within (4) hours. For purposes of this Agreement, the term "DART Prisoner" shall mean a person DART Police has the authority and jurisdiction under Section 452.110 (c) of the Texas Transportation Code to arrest and who is brought by a DART officer to and held in the Collin County Jail Facility when no warrant of arrest for that person has been issued by a magistrate. As of the time that the prisoner has been brought before the magistrate and an order of detention has been issued or the prisoner has been released, that prisoner shall no longer be deemed a "DART Prisoner". DART shall not be responsible for paying any charges related a prisoner who is not a DART Prisoner at the time the charge has been incurred.

#### **5.02 Additional Charges**

In addition to the Basic Charge, DART shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to, the following: charges for providing health care services, including medical, hospital and dental services to inmates.

#### **5.03 Billing**

The County shall bill DART monthly for jail services provided under this Agreement. DART agrees to pay the bills within thirty (30) days of the billing date.

#### **5.04 Cost of Additional Charges**

Charges billed to DART for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

### **5.05 Source of Payment**

DART agrees that payments it is required to make under this Agreement shall be made out of DART's current revenues.

### **Section 6. Lawful Arrest and Detention**

The parties agree that DART will comply with all federal, state and local laws, including Section 452.110 of the Texas Transportation Code, regarding conditions precedent to arrest and detention including, but not limited to, the determination of DART Police's lawful authority and/or jurisdiction, probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that DART is solely responsible for compliance with pre-detention procedures and that DART will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by DART to comply with conditions precedent to lawful arrest and detention.

### **Section 7. Procedures**

#### **7.01 Delivery and Release of Inmates**

DART 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**

DART agrees to remove all persons confined on DART's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

### **Section 8. Civil Liability**

To the extent permitted by law and except where civil liability arises from the County's sole negligence or willful misconduct, any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of DART. The parties agree that the County shall be acting as agent for DART in performing the services contemplated by this Agreement.

DART agrees that, to the extent permitted by law, it will protect, indemnify and hold County and County's officers and employees harmless for any and all claims, demands, costs, judgments, damages or liabilities, including attorney fees, arising from County's performance under this Agreement, except for those predicated upon the sole negligence or willful misconduct of County. County, to the extent allowed by law, agrees to protect, indemnify and hold DART and DART's officers and employees harmless from any and all claims, demands, costs, judgments, damages or liabilities, [however, specifically excluding DART's attorney's fees], arising solely from County's (or County's officers' and employees') sole negligence or willful misconduct in its performance of this Agreement, and the County is adjudged solely to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

**Section 9. Amendment**

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

**Section 10. Controlling Law**

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

**Section 11. Notices**

**11.01 Form of Notice**

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

**11.02 Addresses**

All communications provided for in this Agreement shall be addressed as follows:

- (a) if the County, to:

Ron Harris, County Judge  
Collin County Courthouse  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

- (b) if DART, to:

Juan M. Rodriguez, Chief of Police  
1333 N. Stemmons, Suite 105  
Dallas, Texas 75207

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. In addition, notice of termination of this Agreement by DART shall be provided by DART to the County Judge of Collin County as follows:

The Honorable Ron Harris  
Collin County Judge  
Collin County Courthouse, Suite 626  
McKinney, Texas 75069

**Section 12. Captions**

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

**Section 13. Counterparts**

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

**Section 14. Obligations of Conditions**

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

**Section 15. Exclusive Right to Enforce this Agreement**

The County and DART 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.

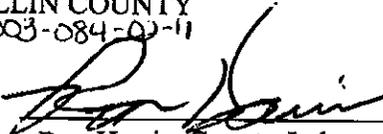
**Section 16. Prior Agreements Superseded**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

COLLIN COUNTY  
2003-084-02-11

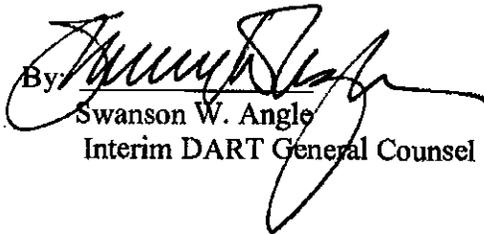
By:

  
Ron Harris, County Judge

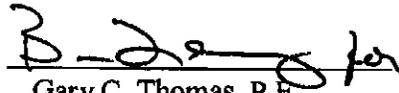
Approved as to Form:

DALLAS AREA RAPID TRANSIT

By:

  
Swanson W. Angle  
Interim DART General Counsel

By:

  
Gary C. Thomas, P.E.  
President/Executive Director