

TOWN OF ADDISON, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CARROLLTON, TEXAS FOR THE PROVISION OF DETENTION CENTER SERVICES FOR ADDISON INMATES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Interlocal Agreement for the provision of Detention Center services for Addison inmates, attached as **Exhibit A** and incorporated herein, is hereby approved and the City Manager is authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 13<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**EXHIBIT A**

STATE OF TEXAS

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INTERLOCAL AGREEMENT

DALLAS COUNTY

This Interlocal Agreement (“**Agreement**”) is entered into by and between the Town of Addison (“**Addison**”) and the City of Carrollton, Texas (“**Carrollton**”), acting by and through their duly authorized officials. Both Addison and Carrollton are adopting this Agreement upon by and through authorization of their respective governing bodies as provided herein and may be referred to in this Agreement individually as “Addison” or “Carrollton” and collectively as “Parties”; and

**WHEREAS**, Carrollton owns and operates a municipal jail;

**WHEREAS**, Addison desires to contract with Carrollton for the purposes of booking in, processing and housing prisoners arrested by the Addison Police Department; and

**WHEREAS**, Carrollton understands the need and agrees to aid Addison in this matter.

**WHEREAS**, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions and services; and

**WHEREAS**, police protection and detention services are governmental functions and services pursuant to §791.003, and

**WHEREAS**, Addison and Carrollton find it is in the public interest to enter into this Agreement;

**NOW, THEREFORE**, Addison and Carrollton, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **Definitions.** Whenever used in this Agreement, the following terms shall have the following meaning ascribed to them:

“Effective Date” shall mean the last date of execution hereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor, that directly and materially affect a Party’s performance under this Agreement.

“Carrollton” shall mean the City of Carrollton, Texas.

## **EXHIBIT A**

“Detention Center” shall mean the Carrollton municipal jail located in Carrollton, Texas.

“Addison” shall mean the Town of Addison, Texas.

“Addison Inmates” shall mean persons detained or arrested by the Addison police department and who are to be placed into the Carrollton Detention Center.

2. **Purpose.** The purpose of this Agreement is to provide the terms and conditions under which the City of Carrollton agrees to house and process Addison Inmates and provide other services regarding the operation of the Detention Center for an agreed upon price and services.
3. **Term.** The initial term of this Agreement shall be for one (1) year, beginning on October 1, 2016 and expiring on September 30, 2017.
4. **Termination.** Either party may terminate this Agreement at any time by providing 180 days written notice to the other party.
5. **RIGHTS AND OBLIGATIONS OF CARROLLTON**
  - a. Carrollton shall receive the Addison inmates at the Detention Center when presented by Addison Police Officers and process them with the same intake, book-in, and housing procedures as Carrollton inmates.
  - b. Carrollton shall provide to Addison Inmates, the same Detention Center housing, food and services provided to all Carrollton inmates.
  - c. Carrollton shall collect bond and fine collections and reimbursements for Addison Inmates on behalf of Addison and deliver the Addison funds to the Town of Addison on no less than a weekly basis.
  - d. Carrollton shall provide transportation from the Detention Center to Dallas County Jail for Addison Inmates. Addison Inmates shall be placed in the same priority system and transported in the manner as if they were Carrollton inmates. This does not include transportation to and from the Addison Municipal Court, Dallas County Court or other agencies, courts, or facilities.
  - e. Carrollton shall accept, document, process and store all Detention Center approved personal property of all Addison Inmates in the same manner they do for Carrollton inmates. Carrollton shall use a standardized method of prisoner property intake in conformance with the County Jail requirements.
  - f. Carrollton will provide “Interview Rooms” when needed to interrogate Addison Inmates that are being housed at the Carrollton Detention Center. Access shall be provided at a reasonable time and copies of the digital recordings of the interview shall be provided within reasonable time.
  - g. Carrollton shall provide a monthly report of Addison Inmate statistics and reporting which includes the number of Addison Inmates booked in, the length of stay, book-in date and release date, any urgent or emergency medical or mental health care attention

## EXHIBIT A

- needed or received. Carrollton shall provide individual Addison Inmate information obtained during the book-in and housing of prisoners, including audio and video recordings, when requested by Addison.
- h. If requested, Carrollton shall also provide a report writing area that includes a digital line. Addison shall reimburse Carrollton for the cost of the required digital line. Addison shall provide a computer and hardware for the report writing station.
  - i. Carrollton guarantees to maintain at least three beds available for Addison Inmates at all times.
  - j. Carrollton will hire part-time detention officers (“Transport Officers”) for the transportation of inmates and other jail duties and staffing support as assigned and as required for the processing and detention of Addison Inmates. Carrollton may bill up to one hundred and one thousand dollars \$ 101,000 per annum, to be invoiced on a quarterly basis, for compensation for Transport Officers.
  - k. If an arrestee arrives at the Detention Center with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency’s officer will be responsible for accompanying the arrestee. In the event of a medical or mental health care emergency, Carrollton Fire Department (“CFD”) will be summoned and may transport Addison Inmates in accordance with existing CFD protocols. When it is deemed by Detention Center staff that an Addison Inmate is in need of medical or mental health care, Carrollton shall request the Carrollton Fire and/or EMS personnel evaluate such Addison Inmate, and Detention Center personnel shall request an Addison officer be dispatched immediately to take custody of the Addison Inmate. In the event an Addison Inmate is transported for emergency or urgent medical or mental health care and an Addison officer has not arrived to escort and guard the Addison Inmate to the hospital with the ambulance, Carrollton may, if reasonably available, provide an escort and guard role; however, Addison shall assume such responsibility as soon as practical. Once at the destination, Carrollton shall not be responsible for the custody or care of the Addison Inmate. An Addison officer shall meet the arriving ambulance at the destination to take custody of the Addison Inmate if the Addison Inmate was not escorted to the destination by an Addison Officer.
  - l. Carrollton maintains the right to refuse an inmate with an existing medical or mental condition which necessitates immediate transport to a medical facility or jeopardizes the health or safety of the Detention Center staff or other prisoners.
  - m. In instances where an Addison Inmate has not been arraigned and the charges are of a minor and non-violent nature, Addison may opt to authorize the release of a prisoner from custody for medical or mental health care treatment. In such cases the arresting agency will be responsible for authorizing the release for both their charges as well as any warrants confirmed by Addison.
  - n. All billing for Addison inmates, Transport Officers, officer time or other compensation provided for in this Agreement shall be generated by Carrollton and billed quarterly to Addison.

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### **6. RIGHTS AND OBLIGATIONS OF ADDISON**

- a. Addison shall pay sixty-five dollars (\$65.00) per Addison Inmate in the Carrollton Detention Center for the duration of this initial agreement.
- b. Addison shall reimburse Carrollton up to \$101,000 per annum for the cost of Transport Officers to assist with daily prisoner transfer details and staffing support in the Carrollton Detention Center. Addison will remit payment directly to Carrollton for the costs of compensation for the Transportation Services.
- c. Addison shall pay the costs of Carrollton's employees who are required to appear in Court on cases filed by the Town of Addison, regarding a Town of Addison Inmate in the Carrollton Detention Center. The amount Addison shall pay should be the same as if the employee was testifying or being required to attend court for a Carrollton case.
- d. Payment or reimbursement for all Addison Inmates, for Transport Officers, or other officer time and compensation as provided for in this Agreement shall be submitted by Addison within thirty (30) days of the receipt date of an invoice for such payment.
- e. Addison shall provide intoxilyzer services related to relevant Addison arrests, including personnel needed at the time of arrest, or other alternative services used for gathering evidence for driving while intoxicated cases.
- f. Addison Officers shall at all times be responsible for submitting the appropriate book-in card to a Carrollton jailer at the time of book-in. The original arrest warrant signed by a magistrate and any probable cause affidavit shall be submitted to the Detention Center no later than 11a.m. daily.
- g. Placement of Addison Inmates in the Detention Center shall comply with all Carrollton rules, procedures, regulations and general orders relating to the detention and jail of inmates at the Detention Center, as amended (the "Carrollton Procedures"). Addison acknowledges it has reviewed and is familiar with the Carrollton Procedures.
- h. Addison officers shall take and maintain possession of dangerous or unapproved prisoner property at the time of book-in.
- i. Addison officers shall provide a listing of any medical conditions, suicidal tendencies, or other special needs of each Addison Prisoner. Addison officers are responsible for providing all Addison Inmate medications available to Addison officers to the Detention Center staff at the time of book-in.
- j. Addison shall be responsible for evidence, chain of custody and storage for all cases in which an Addison Inmate was arrested.
- k. Addison shall be responsible for writing the police case reports for all of the Addison arrests and cases. Addison will be responsible for obtaining, running, and/or managing Addison arrest and court related paperwork.
- l. Addison shall be responsible for arraigning procedures and coordinating the arraignment of Addison Inmates in the Carrollton Detention Center. Addison shall provide one or more magistrates to be available to arraign the Addison Inmates at the Carrollton Facility on a 24/7 basis. Addison shall cause each of the Addison Inmates to be arraigned within 48 hours after detention at the Carrollton Facility. Written confirmation shall be provided to Carrollton as each Addison Prisoner is arraigned. Arraignment of the Addison inmates shall not interfere with or delay the procedures followed for arraignment of Carrollton inmates.

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m. Addison will be responsible for accompanying and guarding Addison Inmates that need medical or mental health care as provided for by Carrollton Procedures and the provisions of this Agreement.

7. **Insurance**

a. Each Party shall, during the term of this Agreement, obtain and maintain insurance coverage required by this section. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

1. commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
2. commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
3. workers' compensation insurance at statutory limits;
4. employers liability insurance with minimum limits of \$1,000,000 per accident, \$1,000,000 each employee by disease and \$1,000,000 policy limit by disease; and
5. Law Enforcement Liability insurance with minimum limits of \$1,000,000 each wrongful act.

b. All insurance and certificate(s) of insurance shall contain the following provisions:

1. name the other Party, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
2. provide for at least thirty (30) days prior written notice to the other Party for cancellation or non-renewal of the insurance;
3. provide for a waiver of subrogation against the other Party for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Each Party shall provide written notice to the other Party of any material change of, or to, the insurance required herein.

c. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service.

d. A certificate of insurance evidencing insurance coverage required by this section shall be submitted by each Party as prescribed in this Agreement.

e. Copies of all endorsements, additional insured endorsement and waiver of subrogation endorsement shall be submitted by each Party as prescribed in this Agreement.

8. **Expenses.**

Ambulance transportation expenses shall be the responsibility of the inmate.

9. **Medical Expenses.**

All medical expenses shall be the responsibility of inmates.

10. **Sovereign Immunity.**

Neither party to this Agreement waives any claim of sovereign immunity because of its participation in this Agreement.

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11. **Liability.**

Each Party, to the extent allowed by law and without waiving any rights, defenses or protections provided therein, agrees to be responsible for its own acts of negligence. In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any Party individually under Texas law. Carrollton shall be responsible for its sole negligence. Addison shall be responsible for its sole negligence. The provisions of this Agreement are solely for the benefit of the Parties hereto and does not create or grant any rights, contractual or otherwise, to any other person or entity.

12. **Worker's Compensation.**

Each party shall be responsible for its own action and those of its employees and is responsible for complying with the Texas Workers Compensation Act. To the extent permitted by law, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages and causes for action relating or arising out of or in any way connected with its own actions and the actions of its personnel in performing the responsibilities under this Agreement.

13. **Amendment.** This Agreement may be amended by the mutual written agreement of both parties hereto.

14. **Severability.** In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

16. **Force Majeure.** In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

17. **Entire Agreement.** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**EXHIBIT A**

- 18. **Recitals.** The recitals to this Agreement are incorporated herein.
- 19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.
- 20. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
- 21. **Third Parties.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.
- 22. **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.
- 23. **Notices.** Any notice, communication, invoice or report required or permitted pursuant to this Agreement shall be in writing and shall be effective when personally delivered or three (3) days after being mailed by United States Mail, certified, return receipt requested, to the respective parties at the address set forth below:

Addison	TOWN OF ADDISON 5300 Belt Line Road Dallas, Texas 75254 Attention: City Manager
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Carrollton	CITY OF CARROLLTON 1945 E. Jackson Road Carrollton, TX 75006 Attention: City Manager
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Any party may change its address by giving notice to all other parties.

**AUTHORIZED** and approved by the City Council of the City of Carrollton, Texas, at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, and executed by the City Manager.

CITY OR CARROLLTON, TEXAS

\_\_\_\_\_  
Leonard Martin, City Manager

**EXHIBIT A**

ATTEST:

\_\_\_\_\_  
Laurie Garber, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Keller, Assistant City Attorney

**AUTHORIZED** and approved by the City Council of the Town of Addison, Texas, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_ 2016, and executed by the City Manager.

TOWN OF ADDISON, TEXAS

\_\_\_\_\_  
Wesley S. Pierson, City Manager

ATTEST:

\_\_\_\_\_  
Laura Bell, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney