

THE STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

INTERLOCAL AGREEMENT BETWEEN

**INTERLOCAL AGREEMENT FOR
TRANSFER OF CUSTODY OF ARRESTED PERSONS
PRIOR TO MAGISTRATION**

This Interlocal Agreement (“Agreement”) is made by and between Dallas County, Texas, a political subdivision of the State of Texas, (“COUNTY”), and CITY OF HUTCHINS (“HUTCHINS”), acting by and through their duly authorized agents. Collectively, the COUNTY and HUTCHINS may be referred to as the “Parties” or individually as the “Party”.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the authority of Texas Government Code Chapter 791, “Interlocal Cooperation Agreements”; and

WHEREAS, COUNTY and the Dallas County Sheriff’s Office (“SHERIFF”) operate several jail facilities in conformity with Texas law, for the detention of adult inmates arrested, charged with, or serving sentences for violations of criminal statutes; and

WHEREAS, HUTCHINS has requested SHERIFF to assume custody of persons arrested by HUTCHINS prior to those persons being taken before a magistrate;

NOW, THEREFORE, in consideration of the foregoing and 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 I. PURPOSE OF AGREEMENT

Subject to the terms and conditions of this Agreement, HUTCHINS and COUNTY agree that SHERIFF will accept persons arrested by HUTCHINS for confinement in the County Jail prior to those persons being taken before a magistrate and HUTCHINS agrees to pay COUNTY for accepting custody of these persons.

SECTION II. TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2026 (“Effective Date”), and shall remain in effect through September 30, 2030 unless earlier terminated as provided (“Agreement Term”).

SECTION III. SHERIFF DUTIES AND OBLIGATIONS

A. Detention services. SHERIFF shall be responsible for the intake, booking, housing assignment, classification, supervision, release, and overall management of detainees accepted into custody by SHERIFF, as required by applicable law.

B. Minors. If SHERIFF determines that HUTCHINS has delivered a person for custody who is a 'child' as defined by Texas Family Code §51.02, and who is not eligible for confinement in the County Jail under applicable law, SHERIFF shall immediately notify HUTCHINS, which shall immediately remove the person from the County Jail.

C. Management. HUTCHINS agrees that SHERIFF shall have sole decision-making authority in the management of the County Jail and the oversight of HUTCHINS detainees.

D. Right of Refusal. The Parties agree that SHERIFF shall have the right to refuse to accept or to continue to house any person if SHERIFF determines that the person should not be housed in the Dallas County Jail.

SECTION IV. CITY OF HUTCHINS DUTIES AND OBLIGATIONS

A. Standards. For any HUTCHINS arrestees transferred to SHERIFF for detention in the County Jail under the terms of this Agreement, HUTCHINS shall transfer such arrestees in accordance with all applicable laws. For all HUTCHINS arrestees transported to the Dallas County Jail prior to being taken before a magistrate, HUTCHINS must provide a probable cause affidavit for the arrest and maintain custody of the arrestee until deemed medically fit to enter the Dallas County Jail by Parkland Jail Health, and accepted. HUTCHINS represents and warrants that it will present all arrestees to SHERIFF in sufficient time to permit compliance with Articles 15.17 and 17.033 of the Texas Code of Criminal Procedure. SHERIFF reserves the right to refuse acceptance of any arrestee presented before magistration whose accompanying documentation is incomplete or whose processing would otherwise violate applicable law, court order, or COUNTY policy.

B. CITY OF HUTCHINS Payment. Under the terms of this Agreement, HUTCHINS shall pay to COUNTY the sum of: 1) \$567 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2026 through September 30, 2027; 2) \$584 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2027 through September 30, 2028; 3) \$602 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2028 through September 30, 2029; and 4) \$620 per each HUTCHINS arrestee presented to SHERIFF prior to magistration from October 1, 2029 through September 30, 2030.

COUNTY shall provide HUTCHINS invoices on a monthly basis with a list of individuals presented to SHERIFF prior to magistration the month prior.

C. Termination of the Agreement is to be considered Termination for Non-Appropriation of Funds. HUTCHINS shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of special revenue fund or grant, without HUTCHINS incurring any liability to COUNTY as result of such termination, including early termination charges. If HUTCHINS terminates this Contract pursuant to this paragraph, COUNTY will have the right to collect and retain payment for services rendered to HUTCHINS through the termination date but shall not be entitled to any early termination charges. Upon the expiration or termination of this Agreement for any reason, COUNTY shall not accept, any arrestee into the Dallas County Jail unless and until the arrestee has been properly magistrated

in accordance with applicable law.

SECTION V. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

A. Governmental Immunity. This Agreement is expressly made subject to HUTCHINS's and COUNTY's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that HUTCHINS or COUNTY has by operation of law, or otherwise.

B. No waiver: Dallas County. COUNTY, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages COUNTY may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against COUNTY including workers compensation claims, arising out of the performance of COUNTY employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of COUNTY, its agents, officers, and/or employees.

C. No waiver: CITY OF HUTCHINS. HUTCHINS, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages that HUTCHINS may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against HUTCHINS, including workers compensation claims, arising out of the performance of HUTCHINS subcontractors or employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of HUTCHINS its subcontractors, agents, officers, and/or employees.

D. Comparative liability. COUNTY and HUTCHINS agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

E. Survival. These provisions shall survive termination, expiration, or cancellation of this Agreement, that this Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

SECTION VI. MISCELLANEOUS PROVISIONS

A. Relationship of Parties. The Parties are independent contractors. HUTCHINS, including its agents, subcontractors, employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture, or employee of COUNTY or SHERIFF, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents, subcontractors, or employees in conjunction with the duties and obligations covered under this Agreement. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, to any third

persons or entities.

B. Severability. If any provision of this Agreement shall be held illegal, invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired. The illegal, invalid, void or unenforceable provisions will be deemed stricken and deleted, but and all remaining provisions shall remain in full force and effect as if the illegal, invalid, void or unenforceable provisions had never been incorporated.

C. Choice of Laws and Venue. The Parties agree that exclusive venue for any legal action between the Parties arising from this Agreement shall be in Dallas County, Texas and shall be governed by Texas law.

D. Assignment. Neither Party shall assign or transfer, in whole or in part, any rights or obligations under or interest in this Agreement without the prior written consent of the other Party. COUNTY approval to transfer or assign HUTCHINS's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

E. Waiver of Breach. It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. The waiver by either Party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. Any waiver of default must be expressly given in writing by the non-defaulting Party.

F. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with ninety (90) days written notice of such termination. Upon the mutual consent of the Parties, the requirement of ninety (90) days written notice for early termination may be waived. HUTCHINS shall be liable for all expenses incurred under this Agreement through the date of termination.

G. Notice. Any notice or certification provided for in this Agreement to be given by either Party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested or delivered to the registered address as follows:

To COUNTY:

Chief, Dallas County District Attorney's Office – Civil Division
500 Elm Street, Suite 6300
Dallas County, Texas 75202

AND:

Dallas County Sheriff's Office
Frank Crowley Court's Building, 1st Floor
133 N. Riverfront Boulevard, LB-31
Dallas, TX 75207-4313

w/a copy to: Annissa Obasi, Sheriff's Office Legal Advisor

To CITY OF HUTCHINS Police Department:

Chief Steve Perry
550 West Palestine Street
Hutchins TX 75141

With a copy to: _____

H. Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered herein and supersedes any other Agreement concerning the subject matter whether oral or written.

I. Amendments and Changes in Law. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless by mutual written agreement of the Parties and the express approval of the Dallas County Commissioners Court and the CITY OF HUTCHINS. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in Federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

J. Counterparts, Numbers/Gender and Headings. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

K. Force Majeure. The Parties to this Agreement shall be released from liability hereunder for failure to perform any of the obligations herein where such failure to perform occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order, requisition, request or recommendation of any government agency or acting governmental authority or either Party's compliance therewith, or governmental regulation or priority or any other cause beyond either Party's reasonable control whether similar or dissimilar to such causes.

L. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

M. Signatory Warranty. The person or persons signing and executing this Agreement on behalf of the Parties, or representing themselves as signing and executing this Agreement on behalf of the Parties, do hereby warrant and guarantee that he, she or they have been duly authorized by the Parties to execute this Agreement on behalf of the Parties and to validly and legally bind the Parties to all terms, performances and provisions herein set forth.

<signatures on following page>

EXECUTED THIS _____ DAY OF _____, 2026. ("Effective Date")

COUNTY OF DALLAS

CITY OF HUTCHINS

Clay Lewis Jenkins
County Judge

BY:
TITLE: _____

DATE: _____

RECOMMENDED:

BY: Marian Brown
Dallas County Sheriff

**APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY**

BY: Chong Choe
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).