

INTERLOCAL COOPERATION AGREEMENT FOR DETENTION SERVICES

This Interlocal Cooperation Agreement for Detention Services ("**Agreement**") is entered into as of the Effective Date by and between the City of Grapevine ("**Grapevine**"), a Texas home-rule municipality and the City of Coppell ("**Coppell**"), a Texas home-rule municipality, by and through their authorized representatives. Grapevine and Coppell are times each referred to herein as a "**party**" or collectively as the "**parties**."

RECITALS:

WHEREAS, Coppell desires to use the Grapevine Detention Facility, located at 1007 Ira E. Woods Avenue, Grapevine, Texas 76051 ("**Facility**") for the handling, processing, housing, and detention of persons arrested by the Coppell Police Department personnel, ("**Coppell Police**"); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to perform governmental functions and services, and

WHEREAS, the parties desire to enter into an agreement authorizing Coppell to use the Facility and setting forth the terms and conditions by which Grapevine will agree to provide the Detention Services (as defined below) to Coppell; and

WHEREAS, the parties find it mutually advantageous to enter into this Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, Grapevine and Coppell hereby agree as follows:

Article I Purpose; Term

1.1 **Purpose**. The purpose of this Agreement is to provide the terms and conditions under which persons arrested by the Coppell Police Department may be detained and housed at the Facility as well as the respective responsibilities of the parties relating to the provision of Detention Services to Coppell by Grapevine.

1.2 **Term**. The term of this agreement during which Detention Services will be provided as described herein shall commence on October 1, 2025 (the "**Effective Date**") and shall expire on September 30, 2028 ("**Current Term**"). Upon expiration of the Current Term, this Agreement shall automatically renew for up to two (2) additional one (1) year periods commencing October 1st of each year (each a "**Renewal Term**") for a maximum term of five (5) years ending September 30, 2030 (the Current Term and Renewal Term are collectively referred to herein as the "**Term**"). Either party may elect not to renew this Agreement by providing written notice of its intent not to renew not later than one hundred and eighty (180) days prior to the expiration of the then current term. Notwithstanding anything herein to the contrary, the

continuation of this Agreement for each fiscal year of the Term is subject to the annual appropriation and approval of sufficient funds by the governing body of City of Coppell.

Article II Termination

2.1 **Termination**. This Agreement may be terminated by either party providing the other party written notice of termination not less than one hundred and eighty (180) days written notice prior to the anticipated date of termination; provided, however, such termination date must be the last day of a calendar month.

2.2 **Default; Notice to Cure**. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within thirty (30) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the sixtieth (60th) day following the non-breaching party's notice of default.

2.3 **Reimbursement**. If this Agreement is terminated by either party, Grapevine shall refund to Coppell a portion of the Service Fee previously paid, pro-rated with respect to the number of calendar months remaining in the current annual term as of the date of termination. Receipt of payment and/or reimbursement under this section shall not constitute a waiver of any rights or claims of the parties that may otherwise arise out of this Agreement.

Article III Performance of Services by Grapevine

3.1 **Detention Services**. Grapevine shall provide the following services (collectively "**Detention Services**") in accordance with Grapevine Police Department policies and procedures and applicable federal and state laws and regulations:

- (a) Intake of inmates (17 years of age and older) brought to the Facility by Coppell (each a "**Coppell Inmate**");
- (b) Complete inventory and storage of each Coppell Inmate's personal property (excluding property to be logged into evidence). Grapevine shall use a standardized method of prisoner property intake in conformance with the county detention requirements, dependent on the Coppell Inmate's anticipated transfer location;
- (c) Create and maintain a comprehensive medical and personal history statement, including next of kin contact information for each Coppell Inmate;
- (d) Photograph and fingerprint each Coppell Inmate;

- (e) House and detain each Coppel Inmate in the Facility until transferred to another detention facility, or released on bond, or removed from the Facility by other lawful means;
- (f) Feed and clothe each Coppel Inmate in the same manner as Grapevine Inmates;
- (g) Operate and maintain the Facility in accordance with applicable laws and regulations; and
- (h) **Transportation Services.** Grapevine shall provide transportation services to the Dallas County Lew Sterrett Justice Center in accordance with Grapevine Police Department policies and procedures and applicable laws.

3.2 **Collection of Bonds and Fines.** Either party, or a third-party independent contractor chosen by Grapevine with the consent of Coppel (which shall not be unreasonably withheld), shall collect bonds and fines associated with Coppel Inmates and deliver the funds to the City of Coppel in a timely manner.

3.3 **Interview Rooms/Report Areas.** Grapevine shall provide access to (i) secure interview room(s) within the Facility for the purpose of prisoner interviews/interrogations, and (ii) report writing area(s) for Coppel Police (Coppel shall be responsible for its own computer/hardware). Grapevine will provide copies of Coppel Inmate interview recordings to Coppel Police in a timely manner.

3.4 **Inmate Reports.** Upon written request by Coppel, Grapevine shall promptly provide a report of Coppel Inmate statistics, including (i) the number of Coppel Inmates booked in during the applicable report period, (ii) the length of stay, (iii) book-in date and release date, and (iv) any urgent or emergency medical or mental health care attention needed or received. In addition, and upon written request, Grapevine will promptly provide individual Coppel Inmate information obtained during the book-in and housing of inmates, including audio and video recordings.

3.5 **Medical Calls for Service.** Subject to the provisions of Section 3.6, below, Grapevine Fire Department ("GFD") will respond to the medical calls for service for Coppel Inmates housed at the Facility in conformance with the adopted policies of GFD and the Facility.

3.6 **Medical Transfers; Right of Refusal.**

- (a) *Transfer Upon Arrival.* If a Coppel arrestee arrives at the Facility with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, Coppel Police shall be responsible for accompanying the arrestee to the medical facility. In the event of a medical or mental health care emergency, Grapevine Fire Department ("GFD") will be summoned and may transport Coppel arrestees in accordance with existing GFD protocols.
- (b) *Transfer of Inmates.* Coppel Police will generally be responsible for the transfer of Coppel Inmates requiring transfer to a medical or mental health facility. In the event a Coppel Inmate booked into the Facility requires transportation for an

emergency or for urgent medical or mental health care and a Coppel officer has not arrived to escort and guard the Coppel Inmate, Grapevine may, if reasonably available, provide an officer escort and guard the Coppel Inmate; provided, that Coppel shall assume such responsibility as soon as practical.

- (c) *Right of Refusal.* Notwithstanding any other provision of this Section 3.6, Grapevine may, in its sole discretion and on the assessment of a City of Grapevine employee, refuse to accept for processing into the Facility any Coppel Inmate that requires immediate transfer to medical facility for medical treatment or services.

Article IV Coppel Obligations

4.1. **Book-in Documentation.** Coppel Police shall be responsible for submitting the appropriate book-in document(s) to Facility staff at the time of book-in. In addition, the original arrest warrant signed by a magistrate and any probable cause affidavit shall be submitted to Facility staff no later than 10 am daily.

4.2. **Medical Documentation.** Coppel Officers shall promptly provide Facility Staff a list of any known medical conditions, suicidal tendencies, mental health issues, or other special needs of each Coppel Inmate, and shall be responsible for providing all Coppel Inmate medications available to Coppel officers to Facility staff at the time of book-in.

4.3. **Blood Draws.** Coppel shall provide DPS blood kits for any Coppel Inmate that will have blood drawn.

4.4. **Case Files; Evidence; Dangerous Property.** Coppel shall be responsible for preparing criminal case reports for all Coppel Inmates and for managing all other Coppel arrest and court-related paperwork. Coppel Officers shall take and maintain possession of all evidence and dangerous or unapproved prisoner property at the time of book-in. Coppel Officers shall be responsible for chain of custody and storage for all cases in which a Coppel Inmate was arrested.

4.5. **Arraignment Procedures.** Coppel shall be responsible for coordinating and processing the arraignment of Coppel Inmates with the Facility; provided, such arraignment procedures shall not unreasonably interfere with or delay Grapevine's arraignment procedures. Coppel shall provide one or more magistrates that will generally be available to arraign the Coppel Inmates at the Grapevine Detention Center on a 24/7 basis. Coppel shall be responsible for the timing of arraignments for Coppel Inmates; provided that Coppel shall cause each of the Coppel Inmates to be arraigned within thirty-six (36) hours following detention at the Facility. Coppel Inmates with multiple charges will be transferred to County on the highest-level charge regardless of arraignment status for Class C Misdemeanors. The Detention Center will provide the signed arraignment forms to the Coppel Municipal Court for processing/record keeping purposes.

4.6. **Release of Inmates.** Coppell may, in its sole discretion, authorize the release of a Coppell Inmate from the Facility prior to arraignment. In such cases, Coppell Police, as the arresting agency, shall be responsible for authorizing the release for both the charges as well as any warrants confirmed by Coppell Police. Coppell shall further provide Facility staff with written authorization for the release in a form reasonably acceptable to Grapevine prior to releasing the inmate.

4.7. **Compliance with Facility Rules.** Coppell shall comply with all adopted Grapevine rules, procedures, regulations, and general orders applicable to the detention of inmates at the Facility (the "**Facility Rules**"), except where such compliance would be in conflict with applicable law and/or regulations governing accreditation of the Coppell Police Department by various organizations (i.e., TPCAF, CALEA, etc.). Grapevine shall promptly provide written notice of any changes to the Facility Rules during the Term of this Agreement.

Article V

Service Fee; Reimbursement

5.1 **Detention Services Fee.** Coppell agrees to pay Grapevine an annual service fee as consideration for the provision of the Detention Services described in this Agreement (the "**Service Fee**"), which shall be pre-paid in full on or before October 1st of each year during the Term. The amount of the Service Fee shall be determined as follows:

- (a) The Service Fee for the Current Term shall be \$124,085.50, which is based upon a three (3) year rolling annual average of 436 persons arrested and booked into a detention facility, or an average fee of \$284.60 per person ($\$124,085.50 / 436 = \284.60) (the "**Per Person Fee**").
- (b) For each annual Renewal Term, the Service Fee may be adjusted (increased or decreased) based upon the change in the annual average number of persons booked-in by Coppell Police for the thirty-six (36) month period ending on September 30th of the previous term ("**Average Bookings**"). Specifically, the adjusted Service Fee will be calculated by multiplying the then current Average Bookings (rounded to the nearest whole number) by the Per Person Fee set forth in subsection (a), above.

By way of example, if the Average Arrestees increases to 500, then the Service Fee for the upcoming Renewal Term would be \$142,300 ($500 \times \$284.60 = \$142,300$). Conversely, if the Average Arrestees decreases to 400, then the Service Fee for the next Renewal Term would be \$113,840 ($284.60 \times 400 = \$113,840$).

5.2 **Transportation Services Fee.** Coppell agrees to pay Grapevine an annual fee as consideration for the provision of the Transportation Services described in this Agreement (the "**Transportation Services Fee**"), which shall be in addition to the overall Detention Services Fee and prepaid in full on or before October 1st of each year during the Term. For the Current Term of three (3) years, the Transportation Fee shall be \$50,000 per year. The Transportation Fee

represents a shared cost based on the average annual expenses associated with providing transportation services, including personnel, equipment, and administrative support. Personnel costs for three transport officers, including wages, benefits, uniforms, and equipment, total approximately \$84,000 annually. The Transportation Services Fee includes an additional Administrative Fee of \$16,000 annually covers scheduling, vehicle-related expenses, and other administrative duties. Following the conclusion of the Current Term, the Parties agree to reevaluate the actual cost of transportation services and adjust the Transportation Fee as appropriate based on updated cost data and operational needs. The Transportation Services Fee will be deemed satisfied in full through a separate Lease Agreement between the Parties for the use of a transportation van provided by Coppell.

5.3 **Adjustment Notice.** On or before March 5th of each year during the Current Term, Grapevine shall provide Coppell with a written report detailing the number of Coppell Inmates processed into the Facility during the preceding fiscal year (October 1 through September 30). This report shall be used to evaluate and, if necessary, adjust the Service Fee for the upcoming Renewal Term in accordance with Section 5.1(b). Any such adjustment shall reflect actual utilization and associated costs for Detention Services provided to Coppell and shall be communicated in writing as part of the March 5th report.

5.4 **Subpoenas; Costs.** In the event a Grapevine employee receives a subpoena for testimony (including deposition) in connection with a case filed by Coppell involving a Coppell Inmate, Grapevine will promptly notify Coppell and provide a copy of the same. Coppell shall have the right, but not the obligation, to object to such a subpoena by filing a motion with the court at its sole cost. Notwithstanding the foregoing, Coppell shall reimburse Grapevine for the cost of any employees required to appear in any criminal court in cases filed by the Coppell Police Department in connection with a Coppell Inmate booked into and/or held at the Facility or transported to another facility. The reimbursement amount shall be equal to the actual cost that would be incurred by Grapevine if the employee was testifying or being required to attend court for a Grapevine criminal case.

5.5 **Service Fee Credit.** Notwithstanding the foregoing provisions of this Article V, if Grapevine is unable to accept and house any Coppell Inmates as provided by this Agreement for any reason (including an event of Force Majeure), Grapevine will, at the election of Grapevine, either (i) provide equivalent access and services to Coppell through an alternate facility, or (ii) provide Coppell a credit against the amount of the next Service Fee due and payable in an amount equal to $1/365^{\text{th}}$ of the amount of the then current annual Service Fee multiplied by the total number of days Grapevine was unable to accept and house Coppell Inmates (a "Fee Credit"). If this Agreement has expired or terminated, such that no future Service Fee against which a Fee Credit may be applied will be paid, Grapevine agrees to pay the amount of such Fee Credit to Coppell not later than thirty (30) days after the date of expiration or termination of this Agreement, which obligation shall survive the termination of this Agreement.

Article VI

Availability of Revenue

Each party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying party. The parties represent and agree that the payments required by this Agreement by the paying party will fairly compensate the performing party for the services or functions performed under this Agreement.

Article VII

Insurance

7.1 **Insurance Coverage.** Each party shall, during the Term of this Agreement, obtain and maintain insurance coverage required by this Article. Limits of insurance required by this section can be in any combination of underlying and excess coverage inclusive of self-insured retention.

- (a) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) commercial automobile insurance covering any automobile used in performance of this Agreement with a minimum limit of \$1,000,000 per accident;
- (c) workers' compensation insurance at statutory limits;
- (d) employer's 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
- (e) Law Enforcement Liability insurance with minimum limits of \$1,000,000 for each wrongful act.

7.2 **Insurance Requirements.** All insurance and certificate(s) of insurance required by Section 7.1, above, shall be endorsed to 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; (4) coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by the other party. Each party shall provide written notice to the other party of any material change of, or to, the insurance required herein. 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. Each party shall submit to the other certificate(s) of insurance evidencing insurance coverage required by this Article together with

copies of all endorsements, additional insured endorsements, and waiver of subrogation endorsements.

Article VIII

Liability/Immunity

8.1 **Liability.** Each party agrees to the extent authorized under the Constitution and the laws of the State of Texas, to be fully responsible for any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement, including but not limited to its acts of negligence or omission in the arrest, book-in and detention for their respective inmates. 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.

8.2 **Joint Responsibility.** 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. Grapevine shall be responsible for its sole negligence. Coppell shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8.3 **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto. To the extent authorized under the Constitution and laws of the State of Texas, and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability, public official's liability, if applicable, or maintain a comparable self-insurance program.

Article IX

Miscellaneous Provisions

9.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

9.2 **Notice.** All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All

notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) e-mail of a PDF document containing the notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient. For purposes of notification, the addresses of the parties shall be as follows:

9.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

9.4 **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue for any suit between the parties arising from or related to this Agreement shall be in Dallas County, Texas.

9.5 **Authority to Execute.** The individuals signing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

9.6 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

9.7 **Amendments.** This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.

9.8 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9.9 **Assignment.** This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

9.10 **Force Majeure.** No party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of "Force Majeure"). The party asserting Force Majeure shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

9.11 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

9.12 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all parties. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

9.13 **Independent Contractor.** Except as otherwise expressly provided herein, Coppell and Grapevine agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement.

9.14 **No Third-party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

9.15 **Business Day.** For purposes of this Agreement, the phrase "business day" means a day that is not a Saturday, a Sunday, a federally recognized holiday, the Friday after Thanksgiving Day, or such other day the Grapevine City Council has determined by resolution or ordinance that Grapevine City Hall will not be open to the public for general city business.

EXECUTED this _____ day of _____, 2025.

CITY OF GRAPEVINE

CITY OF COPPELL

William D. Tate
Mayor

Wes Mays
Mayor

ATTESTED:

ATTESTED:

Tara Brooks
City Secretary

Phoebe Stell
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Matthew C.G. Boyle
City Attorney

Bob Hager
City Attorney