

SERVICE AGREEMENT FOR ELECTRONIC TRANSMISSION OF BAIL BONDS

THIS AGREEMENT (the "Agreement") is made and entered into by and between the following parties: _____ herein known as "Surety", and the Dallas County Sheriff=s Department herein known as "Sheriff", IT IS AGREED AS FOLLOWS:

I. PURPOSE

Surety is an attorney or a bail bond company authorized to post bail bonds with the Dallas County Sheriff=s Department, having placed on deposit with the Sheriff sufficient collateral which provides security for the posting of bail bonds and/or is a licensed bail bond company authorized to post bail bonds by the Dallas County Bail Bond Board. Surety wishes to be allowed to send bail bonds to the Dallas County Sheriff by electronic transmission rather than by personal appearance, in order to allow him/her to post such bail bonds in a more timely manner. The Surety authorizes the Sheriff to accept for processing, via electronic transmission, bail bonds as if the original document were delivered for processing by the Surety or his agent in person at the Sheriff=s bond window. For the purposes of this contract, electronic transmission shall be defined as the transmission of documents via electronic means, that both the Surety and the Sheriff have the equipment to send and receive, and have previously agreed on the method necessary to send and receive. The primary method employed will be facsimile transmission, but other technologies previously agreed upon in writing by both parties may be utilized.

II. TRANSMISSION OF BONDS

A. Bail bonds electronically transmitted for processing by the Sheriff will be received and printed by plain paper facsimile machines or other appropriate means. The Sheriff, upon receipt of an electronically transmitted bail bond, shall verify the completeness of the document. Bail bonds tendered to the Sheriff electronically with incomplete or illegible information or which do not comply with applicable rules, will not be accepted for processing. If the bail bond is found to be incomplete or illegible, the Sheriff will attempt to notify the sender as soon as practical that the bail bond has not been processed and the reason for the rejection. Surety recognizes that posting of a bail bond by use of electronic transmission could result in a failure to have the bond timely posted if the electronic transmission was not properly received by the Sheriff. The duty to verify the receipt of any electronic transmission is the responsibility of Surety and Surety agrees that the Sheriff has no way to know that a bail bond has been sent by electronic transmission until it is actually received in a full and complete form by the Sheriff. Surety further agrees that the Sheriff shall not be obligated to acknowledge receipt of any bail bond received by electronic transmission, regardless of the fact said bail bond may be complete or incomplete.

B. Receipt of an electronic transmission of a bail bond does not and shall not constitute acceptance of the bail bond by the Sheriff. The bond is only accepted after the accepting officer affixes the acceptance stamp with date, time and signature of accepting officer. If the accepting officer is satisfied that the bond is complete, the bond tendered by electronic transmission shall be deemed accepted for processing, and said accepting officer shall affix an official date, time, and signature to the bond. An electronically transmitted bail bond accepted for processing will be recognized as the original document for filing and evidentiary purposes when it bears the Sheriff=s official date, time, and accepting officer=s signature. The Surety shall maintain the original of the bail bond with the original signatures affixed. On demand of the Court, Sheriff, or his designee, the Surety shall deliver the original bail bond to the Sheriff or the Court. These originals shall be available on demand for inspection by the Dallas County Bail Bond Board or its designee, and retained for a minimum of two (2) years after the bond has been discharged. The pages of any document received by the

Sheriff will be automatically imprinted with the date and time of receipt. The date and time imprinted on the last page of a document, if different, will determine the time of receipt, not the time of acceptance.

C. Each bond that is electronically transmitted to the Sheriff's Department will have a cover sheet that includes complete instructions giving all information associated with the defendant, their location, any special instructions, and a telephone number at which the bondsman or attorney may be reached to be notified of and/or to resolve any possible problems that arise in the posting of the bond by electronic transmission.

III. PAYMENT

A. Surety recognizes that sending bail bonds by electronic transmission will cause additional work for Sheriff's Department personnel. Surety agrees to pay to the Sheriff the sum of Ten Dollars (\$10.00) for each bail bond sent to the Sheriff by Surety by means of electronic transmission for bail bonds being posted for persons in Dallas County, and Twenty-Five Dollars (\$25.00) for each bail bond sent to the Sheriff by Surety by means of electronic transmission for bail bonds being posted for persons outside Dallas County, if appropriate arrangements can be made with the Sheriff to accept a bond using this method of transmittal. Said Ten Dollars (\$10.00) for bail bonds posted on persons in Dallas County and Twenty-Five Dollars (\$25.00) for bail bonds posted on persons outside Dallas County are agreed by both sides to be the reasonable and necessary costs associated with the processing of bail bonds sent by electronic transmission. The Sheriff may increase either fee upon Thirty (30) days notice.

B. Within one hour from the time a bail bond is actually received in a full and complete form by the Sheriff and accepted, the Sheriff agrees to send by return electronic transmission, an acknowledgment that the bail bond has been received and accepted. Said acknowledgment shall be in the form of a receipt showing the date and time the bail bond was accepted by the Sheriff and showing a charge of Ten Dollars (\$10.00) or Twenty-Five dollars (\$ 25.00), as appropriate, and sent to Surety as the agreed fee for the processing of said bail bond, by electronic transmission.

C. The Sheriff agrees to send Surety a statement each month for the total amount of fees due under this agreement for services performed by the Sheriff for the previous month.

D. Surety agrees to pay each statement sent by the Sheriff for the total amount of fees due under this agreement by the Tenth (10th) day after receipt of the statement. Should Surety believe there is an error in said statement, Surety agrees to pay all amounts due with the exception of the contested amount. Surety further agrees that Surety must make a written objection to the Sheriff concerning any disputed amounts within Thirty (30) days of the date of the statement sent by the Sheriff or Surety waives any right to contest said statement. With the exception of contested amounts, if payment in full is not received by the Sheriff by the end of business on the Tenth (10th) day after receipt of the statement, the Sheriff may suspend Surety's privilege to send bonds by electronic transmission until payment in full is made.

IV. WAIVER OF CLAIMS BY SURETY

Surety agrees that the Sheriff is not required to accept bail bonds by electronic transmission, and that the Sheriff is entering this Agreement strictly in an effort to afford Surety the opportunity to gain a specific benefit in the form of not being required to travel to the physical location in the Sheriff's Department where bonds are accepted. Because this Agreement was conceived to provide more timely and efficient service to the Surety, the Surety agrees not to make any objection of any type to the accuracy of any signatures, to the validity of any bond, or to the liability of Surety on any bond as a result of the fact that the bond posted is an

electronically produced copy rather than an original document. Further Surety agrees that the only liability the Sheriff shall have for the failure to post an otherwise valid or complete bail bond sent by electronic transmission shall be the refund of the fee assessed for such bond.

V. SECURITY DEPOSIT

Surety agrees to deposit with the Sheriff a security deposit in the amount of Five Hundred Dollars (\$500.00) if Surety has a three month average of Twenty-five (25) bail bonds, or less per month sent by electronic transmission; and a security deposit in the amount of One Thousand Dollars (\$1,000.00) if Surety has a three month average of more than Twenty-five (25) bail bonds per month sent by electronic transmission. Sheriff agrees to promptly refund any security deposit to the Surety upon termination of this agreement, provided Surety is not otherwise indebted to the Sheriff, Dallas County, or the State of Texas in any manner, including any bond default or forfeiture. The Sheriff has the right of offset.

VI. NOTICES

For purposes of all correspondence and/or to satisfy all requirements of notice required by this agreement, the address of the Sheriff is:

Dallas County Sheriff's Department
Bond Section
133 North Riverfront Blvd. LB-31
Dallas, Texas 75207-4313

For purposes of all correspondence and/or to satisfy all requirements of notice required by this agreement, the address of Surety is:

VII. TERM

This Agreement is valid from the date of execution by both parties until the end of the current license issued to the Surety by the Dallas County Bail Bond Board. For an attorney, this Agreement is valid until September 30th following the expiration of five (5) years from the date of execution of this form by the attorney. Either party to this agreement may cancel this agreement, without cause, by providing a written notice, including notice electronically transmitted, to the other party. Said cancellation notice to be effective when sent. However, cancellation shall not void Surety's obligation to pay fees on all faxed bonds accepted prior to cancellation.

VIII. NON-TRANSFERABILITY

This Agreement is not transferable or assignable in whole or in part under any circumstances, such agreement being available to all similarly situated persons in Dallas County.

IX. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to Dallas County's sovereign immunity pursuant to Title 5 of the Texas Civil Practice & Remedies Code, and all applicable State of Texas and federal laws. This

Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for any legal actions between the parties arising from or in connection with this Agreement shall be in Dallas County, Texas.

X. SEVERABILITY

If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Agreement or the application of that provision to other persons or circumstances shall not be affected.

XI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties concerning its subject matter, and any representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with reference to this Agreement which is not embodied in this Agreement shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed this agreement this the _____ day of _____, 20____.

Attorney and/or Bail Bond Company License Holder

Authorized Representative for Dallas County Sheriff=s Department

Clay Jenkins, Dallas County Judge