

INTERGOVERNMENTAL SERVICE AGREEMENT

PURPOSE

The purpose of this Intergovernmental Service Agreement is to update a formal binding relationship between Keller Police Department and the City of North Richland Hills Police Department, hereafter referred to as the "Parties," for the detention of prisoners. This agreement is for emergency situations to alleviate overcrowding in either of the Parties' jail or to house prisoners for either of the Parties in the event their jail is unserviceable due to structural or mechanical failure. This agreement shall not be construed as a permanent housing agreement for the Parties' prisoners and should be considered as a temporary relief in the event of any of the aforementioned emergency situations only.

DEFINITIONS

"Booking Agency" means the agency who arrested or detained the prisoner.

"Housing Agency" means the agency whose facility the prisoner is booked into.

SUPPORT SERVICES

The Parties agree to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with State and local laws, standards, policies, procedures, or court orders applicable to the operations of the Parties' facilities.

MINIMUM STANDARDS

The Parties agree to meet and provide the following minimum services:

1. 24-hour supervision of prisoners
2. Meet or exceed the fire and life safety codes and maintain the operational integrity of all safety devices, including all emergency evacuation procedures.
3. A minimum of three (3) meals will be served to each prisoner within a 24-hour period.
4. When detained overnight, each detainee will be provided a mattress and a blanket.
5. The prisoner will also be provided showers and other personal hygiene privileges and telephone calls within the Housing Agency in accordance with its policies and guidelines.
6. Prisoners will be afforded visits in accordance with each of the Parties' policies.
7. The Parties' officials will be provided adequate office/facility space to carry out questioning, interviews, and interrogations of prisoners being detained under their order.

CONDITIONAL SERVICE STIPULATIONS

1. The Parties' facilities are to be holding facilities only.
2. All prisoner releases will be conducted at the Housing Agency's facility.
3. All medical services provided to prisoners will be the responsibility of the Booking Agency. Prisoners requiring immediate medical attention will be transported by ambulance to the designated medical facility in accordance with the standing policy of

the Housing Agency. The Booking Agency will be responsible for the immediate relief of the Housing Agency's guard at the medical facility.

4. All personal property of the prisoners will be maintained by the Housing Agency at their facility.
5. The agency whose facility the prisoner was booked into will not be liable for, nor incur any direct or indirect outside costs associated with the care or housing of the Booking Agency's prisoners.
6. It will be the responsibility of the Booking Agency's transferring official to complete all required registration information and paperwork before the prisoners will be accepted by the Housing Agency. The Booking Agency's transferring official will be required to remain in the Housing Agency's facility until the prisoner has been searched, dressed out into the jail uniform, and accepted into the Housing Agency's facility.
7. The Booking Agency will be responsible for all prisoner photographs and fingerprints and disposition forms.
8. While at the Housing Agency facility, Booking Agency officials will adhere to all safety procedures of the facility and all directions of the detention staff.
9. The Booking Agency will provide the Housing Agency contact information of supervisory personnel that may be contacted 24 hours daily.
10. This agreement creates a day to day arrangement between the Parties, and is conditional based up available space at the Housing Agency facility. Booking Agency officials may be required to remove their prisoners from the Housing Agency facility with limited notice if space becomes critical in the facility and such space is necessary to house prisoners of the Housing Agency.
11. The Parties acknowledges that any violation of the terms of this agreement would be grounds for cancellation of the agreement by either party. In addition, this agreement may be canceled by either party at any time.

Agreed to this _____ day of _____, 2024

CITY OF NORTH RICHLAND HILLS:

ATTEST:

Paulette Hartman
City Manager

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

CITY OF KELLER:

ATTEST:

Name: _____
Title: _____

Name: _____
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Name: _____
City Attorney