

**INTERLOCAL AGREEMENT
BETWEEN CITY OF FORT WORTH AND
CITY OF NORTH RICHLAND HILLS
FOR DETENTION SERVICES**

THIS AGREEMENT (“Agreement”) is made by and entered into by and between the City of Fort Worth (“Fort Worth”), a home rule municipal corporation of the State of Texas, and the City of North Richland Hills, a home rule municipal corporation of the State of Texas (“NRH”). Fort Worth and NRH are each herein individually referred to as a “party” and collectively as the “parties.”

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governments within the State of Texas to contract with one another for the purpose of providing various governmental functions and the delivery of various governmental services, including detention services; and

WHEREAS, NRH is the operator of the North Richland Hills Joint Detention Facility, which is a shared holding facility for the Cities of Watauga, Haltom City, Richland Hills, and NRH, and is located at 4301 City Point Drive, North Richland Hills, TX 76180 (“Detention Facility”)

WHEREAS, Fort Worth and NRH have agreed that NRH shall provide detention services to Fort Worth as set forth in this Agreement.

NOW THEREFORE, for the mutual consideration herein stated, Fort Worth and NRH agree as follows:

**Section 1.
Definitions**

- 1.1 Arrested Person.** Arrested person means any person arrested by an agent of Fort Worth but not yet detained in the Detention Facility.
- 1.2 Book-In.** Book-In means the intake process by which Prisoners are received for confinement.
- 1.3 Book-In Form.** Book-In Form means the sheet that is completed at time of Book-In containing all personal information of Arrested Person, criminal charges against Arrested Person, and the required mental health and medical information.
- 1.4 Class C Committal.** Class C Committal means a Fort Worth Prisoner charged with Class C misdemeanor offense(s) who has been ordered by a Fort Worth municipal judge to serve short term jail time.
- 1.5 Fort Worth Contractor.** Fort Worth Contractor shall mean the entity with which Fort Worth contracts for services related to Book-In of Prisoners at 350 Belknap, Fort Worth, Texas, and the transport of Prisoners to and from the Detention Facility.

- 1.6 **Detention Facility.** Detention Facility shall have the meaning as set forth in the second Whereas clause above.
- 1.7 **Division Captain.** Division Captain means the Fort Worth Police Department Community Programs Division Commander.
- 1.8 **FWPD.** FWPD means the Fort Worth Police Department and its personnel.
- 1.9 **Jail Administrator.** Jail Administrator means the NRH employee who serves as the Detention Facility Jail Administrator.
- 1.10 **Magistration.** Magistration means the performance of that duty by a Texas magistrate to inform a prisoner of the charges he or she is accused of, his or her rights under the laws of Texas and the United States, determine probable cause for the arrest, review arrest affidavits and search warrants, set the amount of bail for each charge, issue protective orders and all other matters authorized by law.
- 1.11 **Non-Fort Worth Class C Warrant.** A Non-Fort Worth Class C Warrant means a warrant issued for an offense that occurred outside the city limits of Fort Worth or for which the City of Fort Worth does not have original jurisdiction.
- 1.12 **Prisoner.** Prisoner means (i) any Class C Committal or (ii) any prisoner arrested by an agent of Fort Worth and charged with a Non-Fort Worth Class C warrant(s).
- 1.13 **PC Determination.** PC Determination means the determination by a Texas magistrate of probable cause for the arrest.
- 1.14 **Prisoner Day.** Prisoner Day means a 24-hour period beginning from the time of intake by NRH.
- 1.15 **Shared Services Agency.** Shared Services Agency shall mean NRH, City of Watauga, City of Richland Hills, or City of Haltom City.
- 1.16 **Daily Housing Rate.** The daily housing rate shall be per Prisoner, per each Prisoner Day shall be paid in accordance with the Fee Schedule attached as Exhibit "A".

Section 2. Term and Payment

- 2.1 **Term.** This Agreement shall be for a term of one year ("Initial Term"), commencing on October 1, 2018 and ending on September 30, 2019. Unless terminated earlier in accordance with Section 7.1 herein, or unless extended by mutual written agreement of the parties, this Agreement shall automatically renew for four consecutive terms of one year each following the Initial Term (each a "Renewal Term").
- 2.2 **Payment by Fort Worth.** Fort Worth shall pay NRH the Daily Housing Rate, in an approximate annual amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00). NRH shall invoice Fort Worth on a quarterly basis with the detail supporting the amount of the invoice. Fort Worth

shall pay the invoice within thirty (30) days of receipt. Pursuant to Texas Government Code Section 791.011, NRH acknowledges that the payment by Fort Worth set forth herein fairly compensates NRH for the services and functions performed under the contract.

Section 3. Detention Processing and Services

3.1 Book-In of Arrested Persons.

3.1.1 Detention services shall be provided for Prisoners who are arrested on Non-Fort Worth Class C Warrants and for Prisoners that are committed by a Fort Worth municipal judge to confinement for a short period of time. Fort Worth shall confirm any other agency warrants, Book-In the Arrested Person, and perform PC Determination prior to transfer to the Detention Facility.

3.1.2 For Arrested Persons who are charged with Non-Fort Worth Class C Warrants, Fort Worth will notify the confirming agency from which the warrants originated that the Arrested Person will be transferred, detained, and housed at the Detention Facility, providing the mnemonic address “NRAA” and “NRAK” for future notifications between the Detention Facility and the confirming agency.

3.1.3 Added Charges.

3.1.3.1 If a Shared Services Agency adds a Class B or above charge(s) to the Prisoner after the Prisoner is accepted into the custody of NRH in the Detention Facility, NRH shall Book In the Prisoner and the Prisoner shall become a Shared Services Agency prisoner, shall cease to be a Fort Worth Prisoner, and the Daily Housing Rate shall not apply from the time of NRH book-in.

3.1.3.2 If an agency that is not a Shared Services Agency adds a Class B or above charge(s) to the Prisoner after the Prisoner is accepted into the custody of NRH in the Detention Facility, that agency must make arrangements to transport the Prisoner to their facility or a direct transport to a county jail within 24 hours of adding the charge, and NRH shall send Fort Worth a notification of release through teletype. If the Prisoner is not picked up within 24 hours, the Prisoner will be granted a personal recognizance bond with instructions that the Prisoner “must appear to that court within 10 days of release” by the North Richland Hills Municipal Judge. The Prisoner will be provided a copy of the bond, the bond will be mailed to that agency, and a teletype will be sent to that agency advising of the release.

3.2 Acceptance of Prisoners.

3.2.1 NRH shall accept Prisoners anytime except during the hours from 6:30am to 12pm (“Restricted Hours”) daily. NRH and Fort Worth shall mutually agree on a drop off time outside of the Restricted Hours, provided that the Prisoners have been Booked-In by Fort Worth and PC Determination has been performed prior to transfer. Fort Worth must call the NRH Detention Facility in advance of transport to the Detention Facility and report (i) estimated time of arrival at the Detention Facility, (ii) number of Arrested Persons, and (iii) gender of Arrested Persons. Upon receipt of the report in the advance transport call, NRH shall prepare for the required Prisoner

searches and dress outs. NRH, in consultation with Fort Worth, reserves the right to modify the drop off time in the event the Restricted Hours or agreed upon drop off time is interrupting or negatively impacting NRH Detention Facility operations.

3.2.2 Fort Worth shall provide the Book-In Form and orders for commitment executed by the City's municipal court judge for each Arrested Person upon arrival at the Detention Facility and NRH shall complete the necessary NRH intake forms, including the NRH medical form and the NRH property form.

3.2.3 Fort Worth's transporter shall stay until all Prisoners have been searched and the NRH intake forms completed.

3.2.4 NRH will accept only minimal personal property for Prisoners, with the general rule being that the property must be of the size that fits on the Prisoner's person or in the Prisoner's pockets. Fort Worth shall place any Prisoner's personal property that measures larger than the property storage system utilized by NRH in the Fort Worth Police Property Room.

3.2.5 If the Arrested Person is intoxicated, sick, injured, or is showing signs of mental incapacity, NRH shall have the right to refuse the Prisoner entry into the Detention Facility.

3.3 Housing, Custody, and Care of Prisoners.

3.3.1 NRH agrees to accept full responsibility for the custodial care of all Prisoners. NRH shall provide for the secure custody, care and safekeeping of Prisoners, in accordance with Texas Police Chief's Association (TPCA) best practices and state and local law. NRH shall provide all necessary Prisoner restraint devices, Prisoner temporary clothing, property control items, and other such related equipment required for the Detention Facility. NRH shall provide the necessary detention officers and other employees to properly supervise and operate the Detention Facility. NRH will not provide for Magistration, arraignment, or intoxilyzer operation services.

3.3.2 NRH shall be solely responsible for all control, techniques, sequences, procedures, means, and for the coordination of the Detention Facility and all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all Prisoners accepted into custody by NRH at the Detention Facility.

3.3.3 The actual searching and detention of all Prisoners at the Detention Facility is the primary responsibility of NRH; however, this does not preclude Fort Worth from assisting with combative or resisting persons.

3.3.4 Intentionally Deleted.

3.3.5 NRH shall maintain a log and other applicable record of all significant events related to Prisoners. NRH and Fort Worth shall each have the right to investigate all in-custody deaths and Critical Police Incidents (as defined by FWPD General Orders) which occur during detention by NRH.

3.3.6 NRH shall provide language translators at the Detention Facility when necessary to communicate commands or instructions during incarceration. This does not preclude Fort Worth from using qualified personnel to assist with language translations.

3.3.7 NRH shall make available to Fort Worth, upon Fort Worth's request, a Prisoner for interview, interrogation, or other legal purposes, in accordance with reasonable regulations established by NRH.

3.3.8 It is the understanding of the parties that the expected daily average for Prisoners is approximately five per day, though in special instances the daily average may be exceeded. Fort Worth shall notify NRH in advance of any special events that Fort Worth anticipates may result in a larger number of Prisoners than the daily average. If the Detention Facility is full and NRH cannot accept more Prisoners, NRH shall notify Fort Worth jail sergeant as soon as practicable.

3.4 **Bonding Services.** NRH shall provide bonding services, other than Magistrate services related to bonding, at the Detention Facility. Transfer of bond payments shall be made by either one of the following methods: (1) in accordance with the GovPayNet system through the North Central Texas Council of Governments (NCTCOG) Interlocal Agreement for shared services for electronic warrant payments, attached hereto as Exhibit "C"; or (2) in accordance with the procedures for handling misdemeanor and felony warrants as set forth in the Standard Operating Procedures, as amended, for the North Central Texas Crime Information Center (NCTCIC), Section: Misdemeanor and Felony Warrants, Parts C(6), D, E, F, and H, with NRH acting as the "apprehending agency" as set forth therein, a copy of which is attached hereto as Exhibit "D."

3.5 **Prisoner Reports.** NRH shall provide Fort Worth a daily listing of all Prisoners in custody at the Detention Facility including their names, reason for detention, the number of hours each Prisoner has been confined at the Detention Facility and a running total of Prisoner Days for the current contract term.

3.6 **Medical Services.**

3.6.1 NRH shall provide routine medical services to all Prisoners housed at the Detention Facility. Routine medical services include (i) those services authorized by law to be provided by on-site staff; (ii) provision of non-prescription medicines and commonly available medical supplies; and (iii) provision of prescription medications provided that the medicine has the Prisoner's name on the prescription label and the prescription is not expired.

3.6.2 In-custody transportation for emergency medical treatment will only be provided for Prisoners who are classified as Class C Committals. If a Prisoner who is being detained for a Non-Fort Worth Class C Warrant requires emergency medical treatment, that Prisoner will be released by NRH and the original agency will be notified to reactivate the warrant. Should the need arise for an in-custody transportation of emergency medical treatment of a Prisoner who is classified as a Class C Committal, an NRH police officer shall provide security for up to a maximum of two hours until a Fort Worth police officer can respond to the medical facility to assume custody. FWPD will provide a single point of contact number for NRH to call for a FWPD unit to respond. FWPD will prioritize the call to ensure as rapid response as possible given existing workload.

NRH shall send notice of the medical transport via teletype message to the outside agency from which the Prisoner's warrant originated, if applicable.

3.7 Release Functions.

3.7.1 Fort Worth shall be responsible for the computation and processing of a Prisoner's time of confinement, including but not limited to computation of good time awards, credit and discharge dates. It shall be the responsibility of Fort Worth to notify NRH of any discharge date for Prisoners.

3.7.2 NRH will perform all release functions and will release all Prisoners as soon as practicable when such release is requested in writing from a magistrate, the Fort Worth Chief of Police or designee, or otherwise authorized by law. The request for release shall be accomplished utilizing the form agreed-upon by NRH and Fort Worth.

3.7.3 NRH shall provide all required documents and information, as required by statute or directive, to all Prisoners who are released or bonded. NRH shall make the notifications for release of family violence offenders required by Article 42.21 of the Texas Code of Criminal Procedure, and any other release notifications as required by law, and return the completed notification form to Fort Worth.

3.7.4 A Class C Committal who has served less than the time required under the commitment order shall be allowed to pay in full the remaining dollar amount on the commitment order, upon approval of a magistrate, and NRH shall release the Class C Committal upon receipt of said payment. Payment shall be processed in the manner set forth in Section 3.4 of this Agreement.

3.8 Detention Facility Maintenance. NRH shall be responsible for maintenance and repairs at Detention Facility. NRH shall maintain all areas designated as "public access" at the Detention Facility at a clean and safe condition. The Detention Facility shall also comply with NRH's City Code, and all State and Federal regulations and standards.

3.9 Prisoner Testing. NRH agrees that if a Fort Worth employee or contractor experiences an exposure to a blood-borne pathogen and the source is under the control and custody of Detention Facility, NRH shall allow the Fort Worth Fire Department's EMS personnel to enter the Detention Facility to seek the necessary consent and draw the blood sample to deliver to a Fort Worth-designated lab for testing. The lab costs of testing a source that exposes a Fort Worth employee or contractor to an infectious disease shall be the responsibility of Fort Worth.

3.10 Staff Training. NRH agrees that it will train all staff members on the operations and procedures related to the handling of Arrested Persons and the Property at the Detention Facility. NRH agrees to provide notice to staff, and training when necessary, of new policies/practices related to this Agreement within thirty (30) days of the effective date of the change.

3.11 Fort Worth Contractor. Fort Worth may use the Fort Worth Contractor to perform its duties under this Agreement.

Section 4. Responsibility for Losses

4.1 Non-Liability for Acts of Other Party. Fort Worth, its officers and employees, shall not be liable for any claims, damages, and attorney fees arising from the negligent or illegal acts of NRH, its officers or employees in relation to the performance of this Agreement or the condition of real or personal property controlled by NRH. NRH, its officers and employees, shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Fort Worth, its officers or employees in relation to the performance of this agreement or the condition of real or personal property controlled by Fort Worth.

4.2 Comparative Responsibility. If both Fort Worth and NRH are found to be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of NRH and Fort Worth employees under this Agreement, NRH and Fort Worth shall be liable for the portion of the claims, damages and attorney's fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

4.3 Workers Compensation. If any Fort Worth officer or employee suffers any loss while performing duties contemplated by this Agreement, Fort Worth shall be at risk for the liability for the loss under its workers compensation insurance. If any NRH officer or employee suffers any loss while performing duties contemplated by this Agreement, NRH shall be at risk for the liability for the loss under its workers compensation insurance.

Section 5. Performance Standards and Standard Operating Procedures

5.1 Standard Operating Procedures. The parties agree to adhere to the NRH Standard Operating Procedures for jail operations. A copy of which shall be provided to Fort Worth upon request.

5.2 Compliance Report. The Jail Administrator and the Fort Worth Police Department Division Captain (or their designees) shall jointly complete a regular bi-annual physical inspection of the Detention Facility. However, Fort Worth may request and be granted access for an inspection more frequently than bi-annually. A bi-annual report concerning compliance with all Performance Standards listed in Exhibit "B" to this Agreement shall be jointly developed before the 15th day of the months of April and October. The report shall be provided to the Chiefs of Police of Fort Worth and NRH.

Section 6. Notice

6.1 In General. Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail in case of mailing.

6.2 To Fort Worth. The address for Fort Worth for all purposes of this Agreement and for all notices hereunder shall be:
City Manager

City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

With a copy to:
Chief of Police
Fort Worth Police Department
505 W. Felix Street
Fort Worth, Texas 76115

And a copy to:
City Attorney
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

6.3 **To NRH.** The address for NRH for all purposes under this Agreement and for all notices hereunder shall be:

Mark Hindman
City Manager
City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

With copies to the following at the same address:
Maleshia McGinnis
City Attorney

Jimmy Perdue
Chief of Police
NRHPD

Section 7. Termination

7.1 **Termination.** This Agreement shall terminate on the earlier of the occurrence of any one of the following events, unless otherwise agreed to in writing by both parties:

- (a) September 30, 2019, unless extended by agreement of the parties;
- (b) Either party may terminate this Agreement for convenience upon ninety (90) days written notice to the other party;

- (c) The happening of any event that renders performance hereunder by NRH impracticable or impossible, such as severe damage to or destruction of the Detention Facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Arrested Person or Prisoner; or
- (d) A breach of this Agreement by Fort Worth, provided that it shall be a condition precedent to NRH's right to terminate for "cause" pursuant to this Section 7.1(d) that (i) NRH shall first have given Fort Worth written notice stating with specificity the breach and (ii) if such breach is susceptible of cure or remedy, a period of thirty (30) days from and after the giving of such notice shall have elapsed without Fort Worth having effectively cured or remedied such breach during such 30-day period, unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days provided Fort Worth has made and continues to make a diligent effort to effect such a remedy or cure. If the breach under this Section 7.1(d) is not susceptible of cure or remedy, or if Fort Worth does not cure in accordance with this Section, NRH and Fort Worth may mutually agree to extend the time for cure; however, NRH would be under no obligation to extend the time for cure and may, in its sole discretion, terminate this Agreement by giving sixty (60) days' written notice to Fort Worth. The parties agree that this notice of termination is given in consideration of Fort Worth's need for time to find an alternative jail arrangement for its municipal jail in the event of a termination by NRH pursuant to this Section.
- (e) A breach of this Agreement by NRH, provided that it shall be a condition precedent to Fort Worth's right to terminate for "cause" pursuant to this Section 7.1(e) that (i) Fort Worth shall first have given NRH written notice stating with specificity the breach and (ii) if such breach is susceptible of cure or remedy, a period of thirty (30) days from and after the giving of such notice shall have elapsed without NRH having effectively cured or remedied such breach during such 30-day period, unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure shall be extended for a reasonable time (not to exceed an additional thirty (30) days provided NRH has made and continues to make a diligent effort to effect such a remedy or cure. If the breach under this Section 7.1(e) is not susceptible of cure or remedy, or if NRH does not cure in accordance with this Section, Fort Worth may terminate this Agreement immediately by giving written notice to NRH.

7.2 Prorated Compensation. In the event of a termination, NRH shall be compensated for all services performed to the termination date. Should NRH be overcompensated for all services performed up to termination date, Fort Worth shall be reimbursed for all such overcompensation within 30 days after termination. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

Section 8. Miscellaneous Provisions

8.1 Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties.

8.2 Billing. For all amounts owed under this Agreement other than the regular quarterly payments, NRH shall submit an itemized invoice for the services provided each quarter to Fort Worth. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery:

Fort Worth Chief of Police
Fort Worth Police Department
505 W. Felix Street
Fort Worth, Texas 76115

Fort Worth shall make payment to NRH within thirty (30) days after receipt of invoice. Payment shall be remitted to:

Mark Mills
Director of Finance
City of NRH
4301 City Point Drive
North Richland Hills, Texas 76180

Amounts that are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto, which shall be a contractual obligation of Fort Worth under this Agreement.

8.3 Party Communication. The Jail Administrator and Division Captain shall act as the departmental liaisons in matters concerning the Agreement. This does not preclude the Fort Worth Jail Lieutenant and Detention Facility personnel from communicating and addressing operational issues as they arise.

8.4 Prior Agreements. This Agreement contains all of the Agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior Agreement or understanding pertaining to any such matter shall be effective.

8.5 Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Tarrant County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Tarrant County, Texas.

8.6 Funding Sources. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from the then-current revenues of each party, in the year that services are rendered.

8.7 Headings. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

8.8 Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto.

8.9 Force Majeure. If either party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of a relevant alert by the United States Department of Homeland Security; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event.

8.10 Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

8.11 Independent Contractor. NRH, its agents, officers, and employees are associated with Fort Worth only for the purposes and to the extent set forth in this Agreement. With respect to the performance of the services provided by NRH herein, NRH is and shall be an independent contractor and subject to the terms of this Agreement shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Agreement. NRH, its agent, officers, and employees shall not be considered agents or employees of Fort Worth, but shall at all times act as an independent contractor. Likewise, Fort Worth, its officers, employees, and agents are associated with NRH only for the purposes and to the extent set forth within this Agreement. With respect to any duties required of Fort Worth set out herewith, Fort Worth is, and shall be an independent contractor and subject to the terms of this Agreement shall have the sole right to manage, control, operate and direct the performance of the details of its duties under this Agreement. Fort Worth, its agents, and employees shall not be considered agents or employees of NRH, but at all times act as an independent contractor.

8.12 Fiscal Funding Limitation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract by a party, then that party will immediately notify the other party of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the terminating party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

8.13 Right to Audit. The parties agree that, until the expiration of three (3) years after final payment under this Agreement, each party shall have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions relating to this Agreement to determine compliance herewith. The parties agree that the party requesting the audit shall have access during normal working hours to all necessary facilities of the other party and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this Section. The party requesting the audit shall give not less than ten (10) business days advance written notice of intended audits.

8.14 Defenses or Immunities. By entering into this Agreement, neither Fort Worth nor NRH waives any defenses or immunities, which may be extended to it by operation of law, including sovereign immunity and any limitation on the amount of damages.

8.15 Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been passed and are now in full force and effect.

Executed in multiple originals on this the _____ day of _____, 2018.

**CITY OF NORTH RICHLAND
HILLS**

CITY OF FORT WORTH

Mark Hindman
City Manager
City of North Richland Hills

Jesus J. Chapa,
Assistant City Manager
City of Fort Worth

Date: _____

Date: _____

Attest:

Attest:

Alicia Richardson, City Secretary
City of North Richland Hills

City Secretary
City of Fort Worth

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney
City of North Richland Hills

Leann D. Guzman, Sr. Asst. City Attorney
City of Fort Worth

Jimmy Perdue
Chief of Police
City of North Richland Hills

Joel Fitzgerald
Chief of Police
City of Fort Worth

EXHIBIT “A”

ESTIMATED FEE SCHEDULE

Detention Facility services daily cost per bed shall be calculated annually in accordance with NRH’s fiscal year Police Department operating budgeted amount for the Detention Facility adjusted annually to include budgeted increases in operating costs, and capital costs to expand, operate, modify or upgrade the existing jail and intake facilities used by Fort Worth pursuant to this Agreement as anticipated to be approved by the NRH City Council during the annual budgeting process for the upcoming fiscal year beginning October 1,

Each annual payment for the Administrative Charge shall be based on the Estimated Costs described below, adjusted annually, based on NRH’s respective departmental costs anticipated to be approved by the NRH City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

NRH shall notify Fort Worth of the anticipated costs of the Detention Facility services, dispatching, general and administrative charges by May 30th of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the NRH City Council adopts the annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for Fort Worth for Detention Facility services, and administrative costs shall not exceed the percentage increase of the NRH Police Department’s annual operating budget.

Estimated Costs

Detention budget	\$1,717,916
Admin charge	\$38,000
System admin	\$0
Total	<u>\$1,755,916</u>
# of beds	72
Annual cost per bed	\$24,387.72
Daily cost per bed	\$66.82
Prisoners per day	5
Prisoners per week	35
Add'l prisoners per week	5
Total prisoners per week	40

Days per year		365
Holidays per year		10
Net days		355
Net weeks per year		51
Round down		50
Total prisoners per week		40
Weeks per year (net)		50
	Total	2,000
Annual prisoner beds		2,000
Cost per bed		\$66.82
	Annual revenue	\$133,631.35
Prisoners per month w/multi-night		3
Estimated add'l nights		3
	Total per month	9
	Annual total	108
Daily cost per bed		\$66.82
Annual revenue for add'l days		\$7,216.09
	Total Revenue	\$140,847.45

EXHIBIT “B”

Section 1

Performance Standards – City of NRH

1.1 Accepting Prisoners.

Coordination will be made between the FWPD jail personnel (or the Fort Worth Contractor) and NRH personnel in order to facilitate the transfer of prisoners from the Fort Worth City Jail to the NRH Detention Center. Should NRH indicate that they are currently unable to accept prisoners transferred from the Fort Worth City jail, NRH personnel shall indicate an alternate time when they will accept custody of prisoners being transferred, not to exceed a time of more than six hours from the initial request for transfer.

1.2 Prisoner Complaints.

NRH shall investigate all prisoner complaints concerning abuse, mistreatment, or stolen property against their personnel at the Detention Facility in accordance with NRH standard operating procedures. NRH shall notify the FWPD Jail Sergeant or Division Captain of all complaints and provide a copy of the completed investigation report to the Fort Worth Division Captain.

Section 2.

Performance Standards – City of Fort Worth

2.1 Medical Care.

Before presenting Arrested Persons to NRH at the Detention Facility, Fort Worth shall transport persons for medical care who are in obvious need of treatment or persons whom Fort Worth should reasonably determine, through circumstances of the arrest or known circumstances prior to the arrest, require medical treatment.

2.2 Contraband/Weapons.

Fort Worth shall thoroughly search all Arrested Persons, any bag, purse or other container, removing all weapons and contraband that should have been reasonably located. Three or more incidents per month of leaving weapons or contraband in locations the officer should reasonably have searched shall constitute a failure to comply with this Standard. This Standard shall not apply to any contraband located inside articles of underclothing, inside socks or in any location a routine search would not reasonably be expected to have resulted in the discovery of the contraband.

2.3 Arrest Documents.

At the time of arrival at the Detention Facility, FWPD shall present all necessary arrest documents to NRH. Prisoners that are not presented with the necessary documents at the time of transport shall not be accepted.