

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
FOR DETENTION SERVICES**

This agreement ("Agreement") is made by and entered into by and between the City of Fort Worth, Texas ("Fort Worth"), a home rule Municipal Corporation operating pursuant to the laws of the State of Texas and the City of Mansfield, Texas ("Mansfield"), a home rule Municipal Corporation operating pursuant to the laws of the State of Texas.

Whereas, Mansfield owns and operates the Mansfield Law Enforcement Center ("LEC") located at 1601 Heritage Parkway, Mansfield, Texas for the purpose of housing prisoners and performing detention services; and

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, Fort Worth and Mansfield entered into an Interlocal Cooperation Agreement for Detention Services ("Contract"), an Agreement identified as City Secretary Contract No. 33979, for a period beginning October 1, 2006 and ending September 30, 2007, with subsequent automatic renewals for nine one-year periods;

Whereas, the Contract was amended by the parties in the First Amendment to City Secretary Contract No. 33979, said First Amendment identified as City Secretary Contract No. 33979-A1, to amend Section 2.3, "Payment of Guard Services"; Section 2.8, "Class C Committals"; Section 3.10, "Guard Services"; Section 4.6, "Stationary Guard"; and Section 7.3, "Quarterly Compliance Reports";

Whereas, the Contract was amended by the parties in the Second Amendment to City Secretary Contract No. 33979, said Second Amendment identified as City Secretary Contract No. 33979-A2, to amend Section 2.1, "Term" to change the time requirement for notification of non-renewal by Fort Worth from 90 days to 180 days;

Whereas, it is the mutual desire of the parties to again amend the Agreement to provide for an extended term; to increase the hourly rate for guard duty; to change staffing levels from seven jailers at all times to a fluctuating level based on jail population; to cap the number of prisoners covered by the Contract; to address cost for Class C committals over five days; and to increase the amount of time after arraignment until transport by Mansfield;

Whereas, this amended and restated agreement encompasses the current and previous amendments to the Agreement to capture the complete agreement of the parties.

Now therefore, for the mutual consideration herein stated, Mansfield and Fort Worth 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 Transfer Facility or the LEC.
- 1.2 **Booking or Book-In.** Booking or Book-In means the intake process by which prisoners are received for confinement in the Transfer Facility or the LEC.
- 1.3 **Contract Year.** DELETED BY AGREEMENT OF THE PARTIES.
- 1.4 **Division Captain.** Division Captain means the Fort Worth Police Department Community Programs Division Commander.
- 1.5 **FWPD.** FWPD means the Fort Worth Police Department and their personnel.
- 1.6 **Jail Administrator.** Jail Administrator means the LEC Jail Administrator.

- 1.7 **LEC.** LEC means the Mansfield Law Enforcement Center located at 1601 Heritage Parkway in Mansfield, Texas.
- 1.8 **Magistration or Magistrate Services.** Magistration or Magistrate Services means the performance of that duty by a Texas magistrate to inform a prisoner of the charges they are accused of, their 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.
- 1.9 **Prisoner or Inmate.** Prisoner or Inmate means any prisoner arrested by an agent of Fort Worth and detained at the Transfer Facility or the LEC, including any prisoner held only for the violation of a city ordinance that does not implement state law regardless of whether the prisoner has been magistrated, and any prisoner who was arrested by an agent of Fort Worth on any charge or charges other than a city ordinance violation who has not yet been accepted into the custody of the Sheriff by the lawful order of a magistrate.
- 1.10 **Prisoner Cap.** The Prisoner Cap shall be 40,000 Prisoner Book-Ins for the Term.
- 1.11 **Prisoner Day.** Prisoner Day means a calendar day or any partial calendar day.
- 1.12 **Transfer Facility.** Transfer Facility means the location in Fort Worth at which Mansfield will pick up Prisoners for Book-In and transportation to the LEC.
- 1.13 **Daily Housing Rate.** The daily housing rate will be \$68.09 per day beginning on October 1, 2016.

Section 2.
Term and Payment

2.1 Term. This Agreement shall be for a term of one year ("Term"), commencing on October 1, 2016 and ending on September 30, 2017.

2.2 Payment by Fort Worth.

For services rendered by Mansfield under this Agreement, Fort Worth shall pay Mansfield a total sum of \$6,975,661.59 ("Payment"). The Payment shall be made in monthly installments. Each monthly payment shall be paid by Fort Worth to Mansfield and shall be due by the first of each month beginning October 1, 2016.

2.3 Payment for Guard Services.

In accordance with Section 3.10, Mansfield will transport and provide guard services for Prisoners that require medical treatment after Mansfield has taken custody of them. The first hour of guard services will be performed at no cost to Fort Worth. The guard services will be performed at the cost to Fort Worth of \$43.90 per hour.

2.4 Adjustment Date. DELETED BY AGREEMENT OF THE PARTIES.

2.5 Exceeding the Prisoner Cap. The Payment covers the annual Book-Ins up to the Prisoner Cap. For each Prisoner Book-In that exceeded the Prisoner Cap by 20% ("Excess Prisoners"), Mansfield shall determine the number of Prisoner Days associated with the Excess Prisoners and shall invoice Fort Worth an amount equal to the Daily Housing Rate per Prisoner Day for each Excess Prisoner. Mansfield shall send such invoice to Fort Worth within thirty (30) days of the end of the term and Fort Worth shall pay the invoice within thirty (30) days of receipt. Should a dispute or question arise regarding the number of Prisoner Book-Ins, either party may require an audit. To perform an audit, each party shall designate one auditor. If the auditors cannot agree to a

number within three percent (3%) of the other's determination, the parties agree to the procedure established in Section 5 of this Agreement for dispute resolution.

2.6 Reduced Number of Prisoners. For each Prisoner Book-In that is below the Prisoner Cap by 25% for any reason other than Fort Worth opening and operating its own detention facility, Mansfield shall reimburse Fort Worth by an amount equal to half of the Daily Housing Rate per Prisoner Day for that number of inmates under the Prisoner Cap. Should a dispute or question arise regarding the number of Prisoner Book-Ins, either party may require an audit. To perform an audit, each party shall designate one auditor. If the auditors cannot agree to a number within three percent (3%) of the other's determination, the parties agree to the procedure established in Section 5 of this Agreement for dispute resolution.

2.7 Release or Transfer of Class B and Above. Fort Worth shall leave Prisoners charged with Class B misdemeanor offenses or above at the LEC for no longer than seventy-two (72) hours after Book-In or will provide a written explanation. Fort Worth shall pay Mansfield the Daily Housing Rate for each Prisoner who remains at the LEC after five (5) Prisoner Days.

2.8 Class C Committals. Fort Worth Prisoners charged with Class C misdemeanor offenses who have been ordered by a Fort Worth Municipal Judge to serve time shall remain in LEC custody for no longer than seventy-two (72) hours after booking, or Fort Worth will provide a written explanation regarding the longer duration. Fort Worth shall pay Mansfield the Daily Housing Rate for each Class C Prisoner who remains at the LEC after five (5) Prisoner Days. The number of days that Fort Worth Prisoners can remain in LEC custody before Fort Worth is charged the Daily Housing Rate will not decrease at

any time during the life of this Agreement unless both parties agree to such change in writing. A Class C Prisoner 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 Mansfield shall release the Class C Prisoner upon receipt of said payment.

Section 3. General Duties of Mansfield

- 3.1 Scope and Duties.** This Agreement shall apply to all Prisoners.
- 3.2 Housing and Care of Fort Worth Inmates.** In consideration and in accordance with the terms, conditions, covenants and mutual promises contained in this Agreement, Mansfield agrees to accept and provide for the secure custody, care and safekeeping of Prisoners, in accordance with Texas Police Chiefs Association (TPCA) best practices and state and local law, except Mansfield will not provide for magistration and intoxilyzer operation services. Mansfield staff will assist Fort Worth personnel at the Transfer Facility as needed. Mansfield shall be solely responsible for all control, techniques, sequences, procedures, means, and for the coordination of 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 Mansfield at the Transfer Facility. The actual searching and detention of all Prisoners is the primary responsibility of Mansfield; however, this does not preclude Fort Worth from assisting with combative or resisting persons.
- 3.3 Book-In Services.** Mansfield shall provide all Book-In services, including photographs and fingerprints of all Prisoners at the Transfer Facility.

- 3.4 **Bonding Services.** Mansfield shall provide all bonding services, other than magistrate services related to bonding, at the LEC.
- 3.5 **Staffing of Transfer Facility.** Mansfield shall staff the Transfer Facility with detention officers.
- 3.6 **Prisoner Statistics.** Upon request, Mansfield shall provide Fort Worth Jail Operations a daily listing of all Prisoners in custody at the LEC including their names, the offenses with which they are charged, the number of hours each Prisoner has been confined at the LEC and a running total of Prisoner Days and Book-Ins for the current contract term.
- 3.7 **Medical Services.** Mansfield shall provide routine medical services to all Prisoners housed at the LEC. Routine medical services include (i) those services authorized by law to be provided by on-site staff and (ii) provision of non-prescription medicines and commonly available medical supplies. Non-routine medical services shall be paid for by the Prisoner. Non-routine medical services include but are not limited to (i) medical services provided outside the Transfer Facility or the LEC, or by other than Mansfield staff, (ii) prescription drugs, (iii) surgical or dental care, and (iv) any hospitalization or ambulance transport. Costs for ambulance transportation (including emergency flights) are not included in the Payment and shall be the financial responsibility of the Prisoner.
- 3.8 **Transportation.**
- (a) Mansfield shall be responsible for all transportation of Prisoners to and from the Transfer Facility.
 - (b) Mansfield agrees to transport Prisoners from the LEC to the Transfer Facility for interviews by the investigative units at 1030 hours and 1530 hours daily, if they

receive the request from the Fort Worth Jail Operations within two hours of the respective transfer time.

- (c) Mansfield agrees to return certain Prisoners to the Transfer Facility to allow detectives to interview serious felony offenders (e.g., homicide, rape, aggravated robbery, kidnapping) and sensational/notorious offenders, to execute search warrants, for interviews when a translator is required, or for live line-ups or exigent circumstances. Prisoners subject to this Subsection 3.8(c) may be requested to be transferred at times other than those specified in Subsection 3.8(b) above.
- (d) Fort Worth Police and City Marshal personnel may directly transport any Arrested Person to LEC.
- (e) Mansfield shall provide a secure location in each transportation vehicle to safely secure all property and arrest documents during transport.

3.9 Release Functions.

- (a) Mansfield will perform all release functions and will release all Prisoners 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 Form PJ-10 or its equivalent form.
- (b) Released Prisoners may request to be released at the Transfer Facility or may be released at the LEC. If the Prisoner elects to be released at the Transfer Facility, Mansfield shall return the Prisoner to the Transfer Facility on the next scheduled transport van.

- (c) Mansfield shall assist Fort Worth in releasing Arrested Persons, whom the FWPD Jail Lieutenant directs to be released from the Transfer Facility.
- (d) Mansfield shall provide all required documents and information, as required by statute or directive, to all Prisoners who are released or bonded. Mansfield 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.

3.10 Guard Services. Mansfield agrees to transport Prisoners from the MLEC facility to nearby hospitals when necessary. This obligation on the part of Mansfield will not arise until the Prisoner has been taken into custody by Mansfield. As soon as possible after determining that a Prisoner will be transported, Mansfield shall notify Fort Worth so that a guard service can be dispatched to the hospital to relieve Mansfield. The first hour of guard services performed by Mansfield after contacting Fort Worth that it is transporting a Prisoner will be done at no cost to Fort Worth. Thereafter, Fort Worth will pay Mansfield in accordance with Section 2.3. Mansfield will transport any Prisoners needing medical attention who are in Mansfield custody both to and from local area hospitals.

3.11 Translation. Mansfield shall provide language translators at the LEC when necessary to communicate commands or instructions during incarceration. This does not preclude Fort Worth from using qualified personnel to assist with language translations.

- 3.12 DNA Collection.** Mansfield agrees to collect DNA samples from all applicable Prisoners in accordance with state law, and shall comply with statutes concerning record keeping associated with collection of the DNA samples.
- 3.13 Video Arraignment.** Mansfield shall provide adequate space for video arraignment to be conducted at LEC.
- 3.14 LEC Maintenance.** Mansfield shall be responsible for maintenance and repairs at LEC. Mansfield shall maintain all areas designated as “public access” at the LEC at a clean and safe condition. The LEC shall also comply with Mansfield's City Code, and all State and Federal regulations and standards.
- 3.15 Operations and Staffing.** Mansfield shall retain complete control of the operations at LEC. Mansfield accepts responsibility for the direct handling of Arrested Persons and their property at the Transfer Facility. Mansfield further accepts responsibility for staffing the security control console, however this does not preclude Fort Worth from providing relief staffing at the console.
- 3.16 Vehicle Maintenance.** Mansfield shall be responsible for maintenance and repairs to all transportation vehicles.
- 3.17 Prisoner's Personal Property.** Mansfield shall handle all Arrested Persons' and Prisoner's personal property presented by Fort Worth, except as provided in Section 4.9.
- 3.18 Prisoner Testing.** Mansfield agrees that if a FWPD officer experiences an exposure to a blood-borne pathogen and the source is under the control and custody of LEC, LEC medical staff may be requested to seek voluntary consent from the source and draw the necessary blood for testing. If LEC medical personnel are unavailable, Mansfield shall allow the Fort Worth Fire Department's EMS personnel to enter the LEC 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 FWPD officer to an infectious disease shall be the responsibility of Fort Worth.

- 3.19 **Staff Training.** Mansfield agrees that it will train all staff members on the operations and procedures related to the handling of Arrested Persons and the Property at both the Transfer Facility and LEC. Mansfield 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.

Section 4. General Duties of Fort Worth

- 4.1 **Payment.** Fort Worth agrees to make each of the payments due under this Agreement in a timely manner.
- 4.2 **Magistrate Services.** Fort Worth agrees to provide magistrate services for all Prisoners housed in the LEC.
- 4.3 **Prisoner Information.** Each Prisoner delivered to the custody of Mansfield shall be accompanied by classification data and other warrant and arrest information in the possession of Fort Worth regarding each Prisoner. Fort Worth shall exercise due diligence in advising Mansfield of any known dangerous information regarding each Prisoner delivered to Mansfield. Fort Worth shall use the designated form to notify Mansfield of any changes in the Prisoner's status, including, but not limited to, adding of charges, dropping charges, and change of charges.
- 4.4 **Computation of Confinement.** 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 Mansfield of any discharge date for Prisoners.

4.5 Interpreters. Fort Worth shall provide interpretive services for the magistration of all Prisoners.

4.6 Stationary Guard. If a Prisoner is taken to a medical facility before being transferred to the LEC, Fort Worth shall provide the stationary guard of the prisoner at the medical facility.

4.7 Transfer Facility Maintenance. Fort Worth shall maintain responsibility for the maintenance and improvements at the Transfer Facility. All areas designated as "public access" at the Transfer Facility shall be maintained by Fort Worth in a clean and safe condition. The Transfer Facility shall also comply with Fort Worth's City Code and all State and Federal regulations and standards.

4.8 Translation. Fort Worth shall provide language translators for Arrested Persons during intoxilyzer tests, Magistration and during any departmental or criminal investigation. When a translator is employed, information necessary to conduct the booking process shall be also obtained.

4.9 Prisoner's Personal Property. The Fort Worth arresting officer shall place any Prisoner's personal property that measures larger than the property storage system utilized by Mansfield in the Fort Worth Police Property Room. These personal property requirements shall be clearly posted in the LEC's safety vestibule area.

4.10 Prisoner Testing. If a FWPD officer is exposed to a blood borne pathogen, and the Prisoner has been transported to LEC, Fort Worth shall be responsible for the cost of necessary lab testing of the source. Mansfield shall assist as set forth in Section 3.18.

- 4.11 **Response and Investigation.** Fort Worth shall be responsible for responding to escapes and attempted escapes, large disturbances, and any major incident that occurs within the Transfer Facility. Fort Worth shall have the primary responsibility to investigate all In-Custody deaths and Critical Police Incidents (as defined by FWPD General Orders) which occur during detention by Fort Worth personnel or at the Transfer Facility.
- 4.12 **Transfer Facility Equipment.** Fort Worth shall provide all necessary bedding, prisoner restraint devices, prisoner temporary clothing, property control items, Livescan and other such related equipment required for the Transfer Facility. This does not preclude Mansfield from supplying equipment for use at the Transfer Facility.
- 4.13 **Arrest Documentation.** Fort Worth shall complete all arrest related documents, except those which are electronically generated at the time of booking (TRN). Fort Worth shall be responsible for routing all arrest documents to the appropriate destination.
- 4.14 **Mansfield Office Space.** Fort Worth is responsible for providing adequate office space for Mansfield personnel at the Transfer Facility, including an LEC Lieutenant's office, report writing counter space, and a break room.

Section 5. Dispute Resolution

- 5.1 **Dispute Resolution Team.** The parties agree to establish a dispute resolution team to resolve any conflicts regarding this Agreement, including but not limited to compliance with the terms of this Agreement, disputes regarding an audit performed according to Section 2 of this Agreement, or contract negotiations regarding any renewal of this Agreement. The team shall be composed of: The Mansfield Chief of Police or designee, the Fort Worth Chief of Police or designee, the LEC Jail Administrator, the Fort Worth

Jail Division Commander, and a County or District Judge agreed upon by the other members of the team.

- 5.2 Mediation.** Should the Dispute Resolution Team fail to resolve any dispute, the parties agree to participate in mediation within twenty (20) days. If the parties fail to resolve their dispute in mediation, either party may bring suit in District Court in Tarrant County and nothing occurring during mediation shall be considered competent evidence in such court.

Section 6. Responsibility for Losses

- 6.1 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 Mansfield, its officers or employees in relation to the performance of this Agreement or the condition of real or personal property controlled by Mansfield. Mansfield, 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.
- 6.2 Comparative Responsibility.** If both Fort Worth and Mansfield are found to be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of Mansfield and Fort Worth employees under this Agreement, Mansfield 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.

- 6.3 **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 Mansfield officer or employee suffers any loss while performing duties contemplated by this Agreement, Mansfield shall be at risk for the liability for the loss under its workers compensation insurance.

Section 7.
Performance Standards and Standard Operating Procedures

- 7.1 **Standard Operating Procedures.** The Standard Operating Procedures for jail operations is included in Addendum 1, attached hereto and made apart hereof for all purposes.
- 7.2 **Joint Development.** DELETED BY AGREEMENT OF THE PARTIES.
- 7.3 **Quarterly Compliance Report.** The Jail Administrator and the Fort Worth Police Department Division Captain (or their designees) shall jointly complete a quarterly physical inspection of the LEC and a quarterly report concerning compliance with all Performance Standards listed in Attachment 1 to this Agreement. These reports shall be jointly developed before the 15th day of the month following the end of each quarter, i.e. on the 15th of November, April, July, and October. If the Jail Administrator and the FWPD Division Captain are unable to resolve any identified issue(s), the issue(s) shall be forwarded to the Dispute Resolution Team for action.
- 7.4 **Mansfield Non-Compliance.** If Mansfield fails to comply with any assigned Performance Standard, they shall agree to credit Fort Worth the Daily Housing Rate x 2.5 for each incident exceeding the amount specified in the Performance Standards.

- 7.5 **Fort Worth Non-Compliance.** If Fort Worth fails to comply with any assigned Performance Standards, they shall agree to pay Mansfield the Daily Housing Rate x 2.5 for each incident exceeding the amount specified in the Performance Standards.
- 7.6 **Reconciliation.** A monthly accounting of the credits and payments made pursuant to this Section 7 shall be maintained and shall be reconciled in the September 2017 monthly payment.

Section 8. Notice

- 8.1 **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.
- 8.2 **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

8.3 To Mansfield. The address for Mansfield for all purposes under this Agreement and for all notices hereunder shall be:

City Manager
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

With a copy to:

Chief of Police
Mansfield Police Department
1305 E. Broad Street
Mansfield, Texas 76063

Section 9. Termination

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

- (a) September 30, 2017, unless extended by agreement of the parties;
- (b) The happening of any event that renders performance hereunder by Mansfield impracticable or impossible, such as severe damage to or destruction of the LEC, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any Arrested Person or Prisoner; or
- (c) Material violation of a Performance Standard or Standard Operating Procedure that has been adopted in accordance with this Agreement; provided, however, that it shall be a condition precedent to Mansfield's right to terminate for "cause" pursuant to this Section 9.1(c) that (i) Mansfield shall first have given Fort Worth written notice stating with specificity the reason for the termination ("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 9.1(c) is not susceptible of cure or remedy, or if Fort Worth does not cure in accordance with this Section, Mansfield may terminate this Agreement by giving ninety (90) 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 Mansfield pursuant to this Section.

- 9.2 Prorated Compensation.** In the event of such termination by either party, Mansfield shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination should Mansfield be overcompensated for all services performed up to termination date, or be overcompensated for reimbursable expenses as authorized by this Agreement, then 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 10.
Miscellaneous Provisions

10.1 Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by both City Councils.

10.2 Billing. For all amounts owed under this Agreement other than the regular monthly payments, Mansfield shall submit an itemized invoice for the services provided each month 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 Mansfield within thirty (30) days after receipt of invoice. Payment shall be remitted to:

Director of Finance
City of Mansfield
1200 E. Broad Street
Mansfield, Texas 76063

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.

10.3 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 LEC personnel from communicating and addressing operational issues as they arise.

- 10.4 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.
- 10.5 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.
- 10.6 Approvals.** The City Council of Fort Worth and the City Council of Mansfield, in accordance with the Interlocal Cooperation Act, must approve this Agreement.
- 10.7 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 Fort Worth, in the year that services are rendered.
- 10.8 Headings.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 10.9 Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto.
- 10.10 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.

- 10.11 Independent Contractor.** Mansfield, 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 Mansfield herein, Mansfield 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. Mansfield, 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 Mansfield 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 Mansfield, but at all times act as an independent contractor.
- 10.12 Defenses or Immunities.** By entering into this Agreement, neither Fort Worth nor Mansfield 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.
- 10.13 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 _____, 2016

CITY OF MANSFIELD

CITY OF FORT WORTH

Clay Chandler
City Manager
City of Mansfield, Texas

Valerie Washington,
Assistant City Manager
City of Fort Worth, Texas

Attest:

Attest:

City Secretary
City of Mansfield, Texas

City Secretary
City of Fort Worth, Texas

APPROVED AS TO FORM AND LEGALITY:

_____, City Attorney
City of Mansfield

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

Chief of Police
City of Mansfield, Texas

Chief of Police
City of Fort Worth, Texas

ATTACHMENT I

Section 1 Performance Standards – City of Mansfield

1.1 Accepting Prisoners.

There shall be no longer than a twenty-minute delay before Mansfield personnel take custody of Prisoners from Fort Worth personnel, except in circumstances involving medical emergencies or when ten (10) or more Prisoners are waiting. The twenty-minute time limit shall begin when Fort Worth presents an Arrested Person at the safety vestibule door. Three or more documented delays per month shall constitute a failure to comply with this Standard.

1.2 Transportation.

The transport of Prisoners to and from the LEC shall not exceed forty-five minutes, except when delayed by transporting Prisoners to any approved additional destinations, weather conditions, mechanical failure or uncontrolled traffic delays. Mansfield personnel shall respond within four (4) hours of being notified that there are prisoners to be transported from the Transfer Facility. Inmates released at Mansfield may request transportation back to the Holding Facility on the next available transport; no special trips will be authorized. Three or more unapproved delays per month shall constitute a failure to comply with this Standard. Fort Worth shall be responsible for transportation to the Transfer Facility of any inmates released from an area hospital.

1.3 Sustained Prisoner Complaints.

Mansfield shall investigate all prisoner complaints concerning abuse, mistreatment, or stolen property against their personnel at the Transfer Facility or in the LEC. The investigation of these complaints shall be completed within 120 days and the findings

immediately provided to FWPD, if requested. Mansfield personnel who witness, are advised of or determine any misconduct by FWPD personnel, shall immediately notify the FWPD Jail Lieutenant or Division Captain. Three or more sustained complaints per month shall constitute a failure to comply with this Standard.

1.4 Transfer Facility Staffing Levels.

Mansfield shall maintain adequate staffing levels that meet or exceed TPCA best practices at the Transfer Facility to perform the functions of booking to include the photographing and fingerprinting of all Arrested Persons.

**Section 2.
Performance Standards – City of Fort Worth**

2.1 Medical Care.

Before presenting Arrested Persons to Mansfield at the Transfer Facility or LEC, 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. If Fort Worth fails to provide medical treatment for ill or injured Arrested Persons three or more times per month, this shall constitute a failure to comply with this Standard.

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. FWPD retains the right to assign personnel to conduct “Proper Search of Arrested Persons” training at the Transfer Facility prior to releasing the person

to Mansfield for processing. This Standard shall apply to FWPD personnel who enter the safety vestibule or Transfer Facility with a firearm, ASP or any unsecured or visible knife. 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 transport from the Transfer Facility to LEC, FWPD shall present all necessary arrest documents to the Mansfield transportation personnel. Prisoners that are not presented with the necessary documents at the time of transport shall not be transported. In exigent circumstances (undercover Narcotics or Vice arrest, mass arrests or civil disturbances) or when approved by the FWPD Jail Lieutenant and MLEC Supervisor on duty at the Transfer Facility, receipt of the arrest documents may be delayed, not to exceed the time it is required to make one transportation trip (cycle) from the Transfer Facility to LEC. Three or more instances of arrest documents delayed beyond one transportation cycle per month, shall constitute a failure to comply with this Standard.