



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, February 07, 2023 at 6:30 PM
212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. CONSENT AGENDA
5. PRESENTATIONS
 - A. Swearing In Ceremony - Senior Citizen Advisory Board
 - B. Presentation of the Everman Police Department 2022 - Racial Profiling Report
6. CITIZEN'S COMMENTS
7. DISCUSSION ITEMS
8. CONSIDERATION AND POSSIBLE ACTION
 - A. RESOLUTION 2023-02-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE ASSIGNMENT BY TARRANT COUNTY FIRE ALARM CENTER OF SIX EMERGENCY DISPATCH SERVICE CONTRACTS BETWEEN THE CENTER AND, RESPECTIVELY, THE TOWN OF EDGECLIFF VILLAGE, THE CITY OF RENO, THE CITY OF AZLE, THE CITY OF WHITE SETTLEMENT, AND THE BRIAR-RENO FIRE DEPARTMENT TO THE CITY OF EVERMAN; AND PROVIDING AN EFFECTIVE DATE.
 - B. RESOLUTION 2023-02-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR WICHITA STREET WIDENING PROJECT WITH THE CITY OF FOREST HILL, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
 - C. Approve updated job description for the position of Emergency Communications Specialist
 - D. Approve updated job description for the position of Communications Supervisor
9. EXECUTIVE SESSION
10. CITY MANAGERS REPORT
11. MAYOR'S REPORT
12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday February 3, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.

2022 Racial Profiling Report

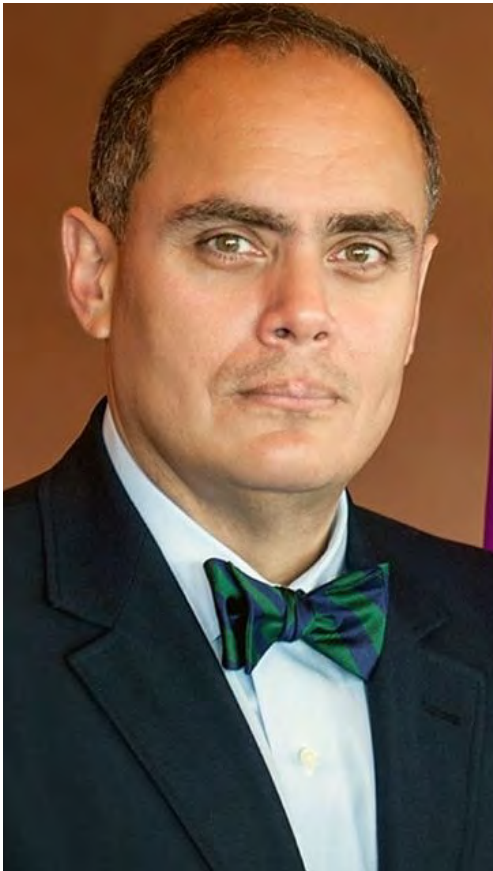
Everman Police Department



DC | **DEL CARMEN**
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"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 27, 2023

Everman City Council
404 W. Enon Avenue
Everman, TX 75670

Dear Distinguished Members of the City Council,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Everman Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Everman Police Department and are included in this report.

This report consists of three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Everman Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Everman Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/22 and 12/31/22. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report includes the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Everman Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

Table of Contents

Introduction

Letter to Council Members	2
Table of Contents	3

Responding to the Law

Public Education on Filing Compliments and Complaints	4
Racial Profiling Course Number 3256	5
Reports on Compliments and Racial Profiling Complaints	11
Tier 2 Data (Includes tables)	13

Analysis and Interpretation of Data

Tier 2 Motor Vehicle-Related Contact Analysis	23
Comparative Analysis	24
Summary of Findings	26
Checklist	27

Legislative and Administrative Addendum

TCOLE Guidelines	29
The Texas Law on Racial Profiling	34
Modifications to the Original Law	41
Racial and Ethnic Designations	49
The Sandra Bland Act	50
Everman Police Department Racial Profiling Policy	65

Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Everman Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Everman Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Everman Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Everman Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Everman Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Everman has been included in this report.

It is important to recognize that the Chief of the Everman Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Everman Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256
Texas Commission on Law Enforcement
September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

- Racial profiling CCP 3.05
- Racial profiling prohibited CCP 2.131
- Law enforcement policy on racial profiling CCP 2.132
- Reports required for traffic and pedestrian stops CCP 2.133
- Liability CCP 2.136
- Racial profiling education for police chiefs Education Code 96.641
- Training program Occupations Code 1701.253
- Training required for intermediate certificate Occupations Code 1701.402
- Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting - audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) - see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.



3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
 3. Vehicle is rented
 4. Driver is a young male, 20-35
 5. No visible luggage, even though driver is traveling
 6. Driver was over-reckless or over-cautious in driving and responding to signals
 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
1. Non-standard repainting (esp. on a new vehicle)
 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
1. Not consistent with traffic flow
 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
 3. Driver begins using a car- or cell-phone when signaled to stop
 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

*Report on
Compliments
and Racial
Profiling
Complaints*



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/22-12/31/22 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Everman Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/22-12/31/22.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 2,461

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	2,416
US Highway	0
State Highway	0
County Road	6
Private Property	39

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	88
No	2,373

RACE OR ETHNICITY

Alaska Native/American Indian	4
Asian/Pacific Islander	30
Black	1,060
White	430
Hispanic/Latino	937

GENDER

Female Total: 998

Alaska Native/American Indian	1
Asian/Pacific Islander	3
Black	486
White	172
Hispanic/Latino	336

Male Total: 1,463

Alaska Native/American Indian	3
Asian/Pacific Islander	27
Black	574
White	258
Hispanic/Latino	601

REASON FOR STOP?

Violation of Law Total: 191

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	81
White	51
Hispanic/Latino	59

Pre-existing Knowledge Total: 28

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	11
White	7
Hispanic/Latino	9

Moving Traffic Violation Total: 1,689

Alaska Native/American Indian	3
Asian/Pacific Islander	24
Black	713
White	298
Hispanic/Latino	651

TIER 2 DATA

Vehicle Traffic Violation Total: 553

Alaska Native/American Indian	0
Asian/Pacific Islander	6
Black	255
White	74
Hispanic/Latino	218

Contraband (in plain view) Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	1
Hispanic/Latino	3

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	4
Asian/Pacific Islander	1	29
Black	82	978
White	30	400
Hispanic/Latino	43	894
TOTAL	156	2,305

Probable Cause Total: 97

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	61
White	9
Hispanic/Latino	26

Inventory Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	3
Hispanic/Latino	1

REASON FOR SEARCH?

Consent Total: 37

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	12
White	16
Hispanic/Latino	9

Incident to Arrest Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	1
Hispanic/Latino	4

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	0
Black	61	21
White	12	18
Hispanic/Latino	28	15
TOTAL	102	54

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	1
Black	5	56
White	0	12
Hispanic/Latino	6	22
TOTAL	11	91

DESCRIPTION OF CONTRABAND

Drugs Total: 89

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	58
White	10
Hispanic/Latino	21

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	4

Alcohol Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	2
White	2
Hispanic/Latino	3

RESULT OF THE STOP

Verbal Warning Total: 1,255

Alaska Native/American Indian	0
Asian/Pacific Islander	25
Black	541
White	221
Hispanic/Latino	468

Written Warning Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	12
White	5
Hispanic/Latino	19

Citation Total: 1,145

Alaska Native/American Indian	4
Asian/Pacific Islander	5
Black	495
White	202
Hispanic/Latino	439

Written Warning and Arrest Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	2

Citation and Arrest Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	9
White	2
Hispanic/Latino	9

Arrest Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	0
Hispanic/Latino	0

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 16

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	2
Hispanic/Latino	9

Violation of Traffic Law Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

Violation of City Ordinance Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	0
Hispanic/Latino	1

Outstanding Warrant Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	4
Asian/Pacific Islander	0	30
Black	0	1,060
White	0	430
Hispanic/Latino	0	937
TOTAL	0	2,461

*Tables Illustrating Motor Vehicle
Related Contact Data*

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	4	4	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	30	5	25	0	1%	0%	2%	0%
Black	1,060	504	541	12	43%	43%	43%	33%
White	430	204	221	5	17%	18%	18%	14%
Hispanic/ Latino	937	448	468	19	38%	38%	37%	53%
TOTAL	2,461	1,165	1,255	36	100%	100%	100%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	1%	5%
Black	43%	14%
White	17%	60%
Hispanic/Latino	38%	19%
TOTAL	100%	98%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	1	0	0
Black	82	12	12
White	30	16	2
Hispanic/Latino	43	9	11
TOTAL	156	37	25

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/American Indian	0	0	0	0	0%	0%	0%	0%
Asian/Pacific Islander	1	1	0	0	1%	1%	0%	0%
Black	82	61	21	12	53%	60%	39%	48%
White	30	12	18	2	19%	12%	33%	8%
Hispanic/Latino	43	28	15	11	28%	27%	28%	44%
TOTAL	156	102	54	25	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/22-12/31/22.

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	03/01/22	Data was valid and reliable
2	06/01/22	Data was valid and reliable
3	09/01/22	Data was valid and reliable
4	12/01/22	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	5	0	7	0	31%	0%	88%	0%
White	2	0	0	0	13%	0%	0%	0%
Hispanic/ Latino	9	1	1	0	56%	100%	13%	0%
TOTAL	16	1	8	0	100%	100%	100%	0%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	1	1	100%	1%	1%
Black	82	61	74%	53%	60%
White	30	12	40%	19%	12%
Hispanic/Latino	43	28	65%	28%	27%

Analysis and Interpretation of Data

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

More recently, in 2017 the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Everman Police Department commissioned the analysis of its 2022 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2022 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The additional data analysis performed was based on a comparison of the 2022 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Everman Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Everman Police Department in 2022 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Everman Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2022) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2022, it was evident that most motor vehicle-related contacts were made with Blacks, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Blacks and Hispanics; this was followed by Whites. However, in terms of written warnings, most of these were issued to Hispanics, followed by Blacks.

On searches and arrests, the data showed that most searches took place among Blacks. When considering all searches, most were consented by Whites and Blacks, while most custody arrests were of Blacks. Overall, most searches resulted in contraband; of those that produced contraband, most were of Blacks; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Blacks. Most arrests were made of Blacks. Most of the arrests that originated from a violation of the penal code involved Hispanics. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts to the census data relevant to the number of “households” in DFW who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in DFW that claimed in the 2020 census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in DFW that claimed in the 2020 census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Asians. This was followed by Blacks and Hispanics. This means that among all searches performed in 2022, the most significant percentage of these that resulted in contraband was among Asians. The lowest contraband hit rate was among Whites.

Summary of Findings

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Everman Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Everman Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Everman Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2023 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis included in this report serves as evidence that the Everman Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

Checklist

The following requirements were met by the Everman Police Department in accordance with The Texas Racial Profiling Law:

- ✔ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✔ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Everman Police Department from engaging in racial profiling.
- ✔ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✔ Provide public education related to the compliment and complaint process.
- ✔ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✔ Collect, report and analyze motor vehicle data (Tier 2).
- ✔ Commission Data Audits and a Search Analysis.
- ✔ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✔ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2023.
- ✔ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



Legislative & Administrative
Addendum



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency’s written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:
 - (A) the race or ethnicity of the individual detained; and
 - (B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race ~~[:~~

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop ~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency];~~ and

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
 - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b)

or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
 - (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
 - (A) the person's gender; and
 - (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

- (1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and
- (2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

President of the

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,



Approved:

Date

Governor

Chief Clerk of the House

**EVERMAN
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

	EVERMAN POLICE DEPARTMENT	
	Policy 2.2 Bias Based Policing	
	Effective Date: 03/05/2019	Replaces: 01/01/2017
	Approved: C. W. Spencer; Chief of Police 	
Reference: TBP 2.01		

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Although it is true that all people carry biases, in law enforcement the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. AUTHORITY

1. United States Constitution, 4th Amendment & 14th Amendment
2. Texas Code of Criminal Procedure, Articles 2.131 – 2.138 and 3.05
3. SB 1074 (2001) The Texas Racial Profiling Law
4. HB 3389 (2009) Update on Original Law

- 5. HB 3051 (2017) Racial and Ethnic Designations
- 6. SB 1849 (2017) The Sandra Bland Act
(Non-Data Requirements established by SB 1074, HB 3389 and SB 1849)

III. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

IV. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Acts Constituting Racial Profiling: are acts initiating law enforcement action, such as a motor vehicle contact, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, or national origin, or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- B. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- C. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- D. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- E. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- F. Motor vehicle contact: means the stopping of a motor vehicle by a police officer for an alleged violation of law and ordinance regulating traffic.
- G. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.

- H. Race: A category of people of a particular decent, including White, Black, Hispanic or Latino, Asian or Pacific Islander, or Native American or American Indian descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- I. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- J. Reasonable suspicion: Articulable, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- K. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- L. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.
- M. Texas Commission on Law Enforcement: TCOLE is a state agency created in 1965 by an act of 59th Texas Legislature, empowered to establish minimum licensing and training standards for Texas peace officers to improve the proficiency of law enforcement services.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based or racial profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity

in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.

3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "Citizen Complaint Procedures" when appropriate.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's wellbeing unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.

8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors will ensure that patrol officers are recording their motor vehicle contact, in compliance with agency policy, as well as state law. First-Line Supervisors are responsible to periodically review the videos, monitoring the performance of patrol officers, and taking corrective measures, as warranted, to prevent police misconduct, including racial profiling.
8. Supervisors are required to review random videos each quarter (3 months) per officer. When conducting random, quarterly, supervisory reviews of officer's video, review the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law. Supervisors will log their findings in the video review log.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Public Education.

1. The Chief of Police is responsible to provide public education relating to the agency's complaint process.
2. This public awareness effort may include, but is not limited: to news media, radio, civic club presentations, citizen police academies, the internet, printed pamphlets, as well as City Council Meetings.

E. Training (TBP: 2.01)

Officers, including the Chief of Police, shall complete all training required by state law regarding bias- based profiling.

II. COMPLAINTS

1. Any individual may file a complaint with the Chief of Police, if the individual believes that a Everman Police Officer has engaged in racial profiling with respect to the individual. No person shall be discouraged, intimidated, or coerced from filing such complaint or discriminated against because they filed such a complaint.
2. To make a compliment or complaint with respect to each ticket, citation, or warning issued by a police officer, send to the following:

Chief of Police
404 W. Enon Avenue
Everman, Texas 76140
(817) 293-2923
E-mail: cspencer@evermantx.net

3. The Everman Police Department shall accept and investigate citizen complaints alleging racial profiling by its police officers in the same consistent manner as other complaints of police misconduct as described under Policy 2.4.
4. Any police officer, city employee or city official who receives a citizen complaint alleging racial profiling shall direct the complaint to the Chief of Police, who retains the right to assign the complaint to an investigator, within or outside the police department, including the Tarrant County Sheriff's Office, Tarrant County District Attorney, Texas Rangers, Texas Attorney General, or FBI.

5. The accused officer will be given the opportunity to respond, in writing, to the citizen's allegations. Depending upon the circumstances and facts, the investigation may be either administrative, criminal, or both.
6. The investigator shall seek to determine if the accused officer has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.
7. The investigator shall record findings supporting sustained, unfounded or exonerated. Any recommendations for disciplinary action or changes in policy, training or patrol tactics should be included.
8. If a complaint involves an audio/video recording, the Chief of Police shall, upon the commencement of the investigation and written request of the officer, provide a copy of the recording to the accused police officer.
9. The Chief of Police will acknowledge in writing receipt of the complaint. Upon conclusion of the investigation, the Chief of Police shall notify the complainant of the final results. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, as directed by the Chief of Police. The Chief of Police will make the final determination about the disposition of any complaint.

III. RECORD KEEPING

- A. The Everman Police Department collects racial profiling data.
- B. Patrol officers are required to record the following information relating to motor vehicle contacts, resulting in a citation or arrest: the violators race or ethnicity, whether a search was conducted, and if so, was the search consensual.
 1. Gender
 2. Race or Ethnicity (as stated by the person or as determined by the officer to the best of the officer's ability)
Race or Ethnicity means only the following categories:
 - a) White
 - b) Black
 - c) Hispanic or Latino
 - d) Asian or Pacific Islander
 - e) Alaska Native or American Indian

3. Initial reason for the stop
 - i. Violation of the law
 - ii. Pre-existing knowledge (i.e., warrant)
 - iii. Moving Traffic Violation
 - iv. Vehicle Traffic Violation (Equipment, Inspection or Registration)
4. If a search was conducted as a result of the stop?
 - i. If so, did the person detained consent to the search?
5. Was contraband or other evidence discovered as a result of the search?
6. Description of the contraband or evidence found:
 - i. Illegal drugs/drug paraphernalia
 - ii. Currency
 - iii. Weapons
 - iv. Alcohol
 - v. Stolen Property
 - vi. Other
7. Reason for the search:
 - i. Consent
 - ii. Contraband/Evidence in Plain Sight
 - iii. Probable Cause or Reasonable Suspicion
 - iv. Inventory Search Performed as a Result of Towing
 - v. Incident to Arrest/Warrant
8. Information on arrests:
 - i. Did officer make an arrest as a result of the stop or search?
 - ii. Reasons for Arrest:
 1. Violation of Penal Code
 2. Violation of a Traffic Law
 3. Violation of City Ordinance
 4. Outstanding Warrant
9. Street Address or approximate location of the stop:
 - i. City Street
 - ii. US Highway
 - iii. County Road
 - iv. Private Property or Other
10. Verbal or Written Warning or a Ticket or Citation as a result of the stop?
11. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code (“means physical pain, illness, or any impairment of physical condition), during the stop;
 - a. The location of the stop; and
 - b. The reason for the stop

C. Annual Administrative Review/Report: Annually, this administration shall review agency practices related to motor vehicle contacts. One purpose of this administrative review is to identify any violations related to this written directive, state, or federal laws, including training deficiencies.

1. As a part of the Annual Police Report, the Chief of Police shall report to the Everman City Council, and the Texas Commission on Law Enforcement, a statistical summary of motor vehicle contacts, resulting in a citation, arrest and/or search.
2. The information collected shall be compiled in an annual report covering the period of January 1 through December 31 of each year, and shall be submitted to the Everman City Council, and the Texas Commission on Law Enforcement, no later than March 1 of the following year.
3. The agency shall review the data collected to identify any improvements the agency could make in its practices and policies regarding motor vehicle contacts.
4. The report will contain required information including:
 - a. Number of citations by race or ethnicity;
 - b. Number of citations resulting in a search;
 - c. Number of consensual searches; and
 - d. Number of citations resulting in custodial arrest.
5. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any police officer involved in a motor vehicle contact or arrest.
6. This data collected as a result of reporting requirements (State Law) shall not constitute prima facie evidence of racial profiling.

D. Audio and Video Equipment

1. MVR systems are installed in all patrol vehicles to accomplish the many patrol objectives, including officer accountability, documentation, evidence and training.
2. Every Patrol Officer is equipped with a body worn camera, as the term is defined by Section 1701.651, Occupations Code.
3. All motor vehicle contacts shall be recorded. During motor vehicle contacts, MVR and Body Worn Camera equipment shall activate and remain on until the motor vehicle contact is terminated.

4. If a complaint is filed with this department, the agency shall retain that videotape until the final disposition of the complaint.
5. Any evidence of racial profiling or police mis-conduct, the First-Line Supervisor will forward the videotape to the Chief of Police for corrective measures, including sanctions.



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For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

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**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-02-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE ASSIGNMENT BY TARRANT COUNTY FIRE ALARM CENTER OF SIX EMERGENCY DISPATCH SERVICE CONTRACTS BETWEEN THE CENTER AND, RESPECTIVELY, THE TOWN OF EDGECLIFF VILLAGE, THE CITY OF RENO, THE CITY OF AZLE, THE CITY OF WHITE SETTLEMENT, AND THE BRIAR-RENO FIRE DEPARTMENT TO THE CITY OF EVERMAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tarrant County Fire Alarm Center (“Center”) entered into six certain Emergency Dispatch Service Contracts with, respectively, the Town of Edgecliff Village, the City of Azle, the City of White Settlement, the Briar-Reno Fire Department, and the City of Reno (collectively, the “Original Agreements”) under which the Center agreed to provide emergency dispatch services for the contracting entities in exchange for monetary compensation; and

WHEREAS, the Center desires to assign its rights and obligations under the Original Agreements to the City of Everman and Everman City staff recommends acceptance of the assignment of each one of the Original Agreements; and

WHEREAS, the Town of Edgecliff Village, the City of Azle, the City of White Settlement, and the Briar-Reno Fire Department, and the City of Reno have each consented to the assignment of their respective Original Agreement with the District to the City of Everman; and

WHEREAS, the City Council finds it to be in the public interest to approve the requested assignments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

SECTION 1. The City Council of the City of Everman hereby approves the following assignments of and, as may be applicable, amendments to the Original Agreements (collectively, the “Assignments”):

- A. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center and Town of Edgecliff Village, attached hereto and incorporated herein by this reference as Exhibit “A”;
- B. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of Azle, attached hereto and incorporated herein by this reference as Exhibit “B”;

- C. Assignment, Consent to Assignment, and First Amendment to Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of White Settlement, attached hereto and incorporated herein by this reference as Exhibit "C";
- D. Assignment and Consent to Assignment of Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and Briar-Reno Fire Department, attached hereto and incorporated herein by this reference as Exhibit "D".
- E. Assignment and Consent to Assignment of Emergency Dispatch Service Contract between City of Everman, Tarrant County Fire Alarm Center, and City of Reno, attached hereto and incorporated herein by this reference as Exhibit "E".

SECTION 2. The City Manager is authorized to execute the Assignments on behalf of the City of Everman, Texas.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of February, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Hunter W. Mattocks, Asst. City Attorney
(010323vwtTM132977)

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
COUNTY OF TARRANT § AMENDMENT TO EMERGENCY DISPATCH SERVICE
CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract ("Assignment and Amendment Agreement") is entered into by and among the City of Everman, Texas ("Assignee"), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas ("Assignor"), and the Town of Edgecliff Village, Texas ("Town") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Town and the Assignor entered into that certain Emergency Dispatch Service Contract dated September 8th, 2022 (the "Original Agreement"), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit "1"; and

WHEREAS, Assignor desires to assign all of Assignor's rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, Town has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from Town under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of Town of Edgecliff Village, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from Town therefor; and

WHEREAS, the Town desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of Town in the amount of \$26,250.00, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The Town does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The Town agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the Town represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

**Article II
Amendments to Original Agreement**

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled “The Alarm Center agrees to:”, is deleted in it’s entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman’s performance of services under this agreement including any intentional or negligent acts or omissions of Everman’s officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City’s officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

**Article III
Miscellaneous**

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for Town of Edgecliff Village, to:

Town of Edgecliff Village
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

Town of Edgecliff Village, Texas

By: _____
Dennis "Mickey" Rigney, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the Town of Edgecliff Village, Texas (Town), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the Town desire to enter into this agreement; and

Whereas, the Town Council of the Town finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the Town of Edgecliff Village, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the Town with 24 hour per day dispatching service for the Town of Edgecliff Village Fire Department, including all calls for service within its Town limits, and within the boundaries as contracted for the Town with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the Town of Edgecliff Village, Texas, and the areas to which the Edgecliff Village Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Edgecliff Village Fire Department in a prompt and expedient manner by radio as provided by the Town;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the Town of Edgecliff Village, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the Town of Edgecliff Village, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or

other emergency telephone calls retained in our database on behalf of the Town of Edgecliff Village, Texas Fire Department will remain the property of the Town of Edgecliff Village.

Authority to request such recordings shall be reserved to the senior administration of the Town of Edgecliff Village, Texas. This shall include the Fire Chief and his/her designated representatives, the Town Manager, Assistant Town Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Edgecliff Village Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the Town of Edgecliff Village, Texas Fire Department will remain the property of the Town of Edgecliff Village.

F. The Tarrant County Fire Alarm Center agrees to abide by the Town's policies in regard to the release of information in accordance with the Texas Public Information Act.

G. In addition, and if requested by the Town, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies, towns and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the Town of Edgecliff Village as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Edgecliff Village Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Edgecliff Village Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the Town of Edgecliff Village, Texas; its Fire Department and Town staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the Town of Edgecliff Village, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the Town of Edgecliff Village, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to Town its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the Town, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the Town, and the Town agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the Town by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This

agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

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 duly passed by majority of the Town Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 8th day of September, 2022.

Veronica M Samba
City Secretary
Town of Edgecliff Village, Texas

Tom Rigney
Mayor,
Town of Edgecliff Village, Texas

Approved as to Form and Legality:
City Attorney
Town of Edgecliff Village, Texas

Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT B

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the City of Azle (“City”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated October 18th, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City of Azle, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of 26,250 does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

**Article II
Amendments to Original Agreement**

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled “The Alarm Center agrees to:”, is deleted in its entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman’s performance of services under this agreement including any intentional or negligent acts or omissions of Everman’s officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City’s officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

**Article III
Miscellaneous**

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of Azle, to:

City of Azle
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of Azle, Texas

By: _____
Alan Brundrett, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Azle, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Azle, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of Azle Fire Department, including all calls for service within its City limits, and within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Azle, Texas, and the areas to which the Azle Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Azle Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Azle, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Azle, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone

calls retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

Authority to request such recordings shall be reserved to the senior administration of the City of Azle, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Azle Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Azle, Texas Fire Department will remain the property of the City of Azle.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Azle as an additional insured under the policy.

The City agrees to, in exchange for such services:

- A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Azle Fire Department;
- B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the Azle Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Azle, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;
- C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;
- D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Azle, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Azle, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

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 duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 18 day of Oct., ~~2021~~ 2022

[Signature]
City Secretary
City of Azle, Texas

[Signature]
Mayor
City of Azle, Texas

[Signature]
Approved as to Form and Legality:
City Attorney
City of Azle, Texas

[Signature]
Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT C

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
 § AMENDMENT TO EMERGENCY DISPATCH SERVICE
COUNTY OF TARRANT § CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract (“Assignment and Amendment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas (“Assignor”), and the City of White Settlement, Texas (“City”) (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated September 6, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City, the sum of \$26,250.00 which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of \$26,250.00 does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

**Article II
Amendments to Original Agreement**

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled “The Alarm Center agrees to:”, is deleted in it’s entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman’s performance of services under this agreement including any intentional or negligent acts or omissions of Everman’s officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City’s officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

**Article III
Miscellaneous**

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of White Settlement, to:

City of White Settlement
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of White Settlement, Texas

By: _____
Ronald A. White, Mayor

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)
COUNTY OF TARRANT)

COPY

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of White Settlement, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of White Settlement, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the City of White Settlement Fire Department, including all calls for service within its City limits, and within the boundaries as contracted for the City with the Tarrant County Emergency Services District #1, and for all other such calls as its fire department would respond to if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of White Settlement, Texas, and the areas to which the White Settlement Fire Department responds;
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the White Settlement Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of White Settlement, Texas, Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of White Settlement, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other

emergency telephone calls retained in our database on behalf of the City of White Settlement, Texas Fire Department will remain the property of the City of White Settlement.

Authority to request such recordings shall be reserved to the senior administration of the City of White Settlement, Texas. This shall include the Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the White Settlement Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of White Settlement, Texas Fire Department will remain the property of the City of White Settlement.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status.

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of White Settlement as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the White Settlement Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the area the White Settlement Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of White Settlement, Texas; its Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of White Settlement, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of White Settlement, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notices received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This

agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

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 duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 16th day of September, 2022.



[Signature]
City Secretary
City of White Settlement, Texas

[Signature]
Mayor,
City of White Settlement, Texas

[Signature]
Approved as to Form and ~~Legality~~
City Attorney
City of White Settlement, Texas

[Signature]
Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center

EXHIBIT D

STATE OF TEXAS §
 § **ASSIGNMENT AND CONSENT TO ASSIGNMENT OF**
 COUNTY OF TARRANT § **EMERGENCY DISPATCH SERVICE CONTRACT**

This Assignment and Consent to Assignment of the Emergency Dispatch Service Contract (“Assignment Agreement”) is entered into by and among the City of Everman, Texas (“Assignee”), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas, (“Assignor”), and Briar-Reno Fire Department (“BRFD”), serving the City of Pelican Bay, (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, BRFD and the Assignor entered into that certain *Emergency Dispatch Service Contract* dated September 12, 2022 (the “Original Agreement”), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit “1”; and

WHEREAS, Assignor desires to assign all of Assignor’s rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, BRFD has made full payment to Assignor in the amount of Eight Thousand, Seven Hundred and Forty-seven and No/100 Dollars (\$8,747.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from BRFD under the Original Agreement and as amended herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee on or before February 28, 2023, on behalf of BRFD, the sum of \$6,560.25, which Assignee agrees to accept as full compensation from BRFD therefor; and

WHEREAS, BRFD desires and by this Assignment does hereby consent to the assignment of the Original Agreement by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

**Article I
Assignment and Consent to Assignment**

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement to the Assignee, and Assignee, for the compensation paid by Assignor on behalf of BRFD in the amount of \$6,560.25, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement.

1.2 BRFD does hereby consent to the assignment of the Original Agreement by the Assignor to the Assignee. BRFD agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement. Assignor and BRFD represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

**Article II
Miscellaneous**

2.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received, as evidenced by dated signature acknowledging receipt, if sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

With a copy to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas 76140

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for Briar-Reno Fire Dept., to:

Briar Reno Fire Department
Attn: _____

2.2 Governing Law. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and Consent to Assignment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

2.3 Counterparts. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.4 Entire Agreement. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

2.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Consent to Assignment of Emergency Dispatch Service Contract are hereby incorporated herein as part of this Assignment Agreement.

2.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall survive termination.

2.7 The Original Agreement shall remain in full force and effect except as amended herein.

2.8 Effective Date. This Assignment and Consent to Assignment of Emergency Dispatch Service Contract shall be effective on the last date of execution hereof by the Parties.

[Signature Pages to Follow]

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the _____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

BRIAR-RENO FIRE DEPARTMENT

By: _____
Moses Druxman, Fire Chief

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the Briar-Reno Fire Department (BRFD) serving the City of Pelican Bay, all located within the State of Texas, are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the BRFD desire to enter into this agreement; and

Whereas, the Senior Administration of the BRFD finds the following agreement is in the best interest of and serves the public health, safety, and welfare of the citizens of the City of Pelican Bay, Texas.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the Briar-Reno Fire Department serving the City of Pelican Bay and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the BRFD with 24 hour per day dispatching service for the areas within the City of Pelican Bay official city limits and for all other such calls that the Briar-Reno Fire Department would respond to within the City of Pelican Bay if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Pelican Bay, Texas.
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Briar-Reno Volunteer Fire Department in a prompt and expedient manner by radio as provided by the BRFD;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Pelican Bay, Texas and Briar-Reno Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the BRFD upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency

telephone calls retained in our database on behalf of the BRFD in their duties of serving the City of Pelican Bay, Texas will remain the property of the BRFD.

Authority to request such recordings shall be reserved to the senior administration of the City of Pelican Bay, Texas and the "Chief Officers" of the BRFD. This shall include the Briar-Reno Fire Chief and his/her designated representatives, the City of Pelican Bay, Texas City Manager, Assistant City Manager, Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Briar-Reno Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Pelican Bay, Texas and the Briar-Reno Fire Department will remain the property of the BRFD.

The BRFD agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Briar-Reno Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the City of Pelican Bay that the Briar-Reno Fire Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Pelican Bay, Texas; the Briar-Reno Fire Department staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster within the City of Pelican Bay, Texas;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of EIGHT THOUSAND, SEVEN HUNDRED and FORTY-SEVEN DOLLARS & .00 CENTS (\$8,747.00) for each year the contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30th, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the BRFD may cancel this agreement. Such notice of

cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the BRFD fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to BRFD its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the BRFD in serving the City of Pelican Bay shall be the responsibility of the BRFD, and the BRFD agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the BRFD serving the City of Pelican Bay by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

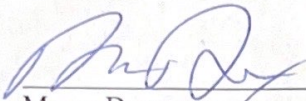
SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

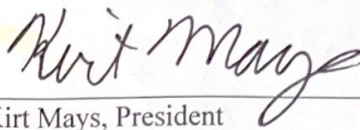
AUTHORITY

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 or approvals extending said authority have been duly granted both by the Board of Directors of the Tarrant County Fire Alarm Center and by the Senior Administration or Officers of the BRFD serving the City of Pelican Bay.

Executed in duplicate original this 12th day of September, 2022.



Moses Druyman
Fire Chief
Briar-Reno Fire Department



Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center



EXHIBIT E

STATE OF TEXAS § ASSIGNMENT, CONSENT TO ASSIGNMENT AND FIRST
COUNTY OF TARRANT § AMENDMENT TO EMERGENCY DISPATCH SERVICE
CONTRACT

This Assignment, Consent to Assignment and First Amendment to Emergency Dispatch Service Contract ("Assignment and Amendment Agreement") is entered into by and among the City of Everman, Texas ("Assignee"), Tarrant County Fire Alarm Center, a non-profit corporation of the State of Texas ("Assignor"), and the City of Reno, Texas ("City") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, City and the Assignor entered into that certain Emergency Dispatch Service Contract dated December 21, 2022 (the "Original Agreement"), a true and correct copy of which is attached hereto and incorporated herein by this reference as Exhibit "1"; and

WHEREAS, Assignor desires to assign all of Assignor's rights, duties, and obligations under the Original Agreement to the Assignee; and

WHEREAS, City has made full payment to Assignor in the amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) pursuant to the Original Agreement; and

WHEREAS, Assignor acknowledges and agrees that it has received full payment under the Original Agreement and is not entitled to further compensation from City under the Original Agreement and as amended herein; and

WHEREAS, the Parties desire to amend the Original Agreement as set forth herein; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the Original Agreement, as amended herein; and

WHEREAS, Assignee acknowledges and agrees that Assignee shall complete the remaining services required by the Original Agreement, as amended herein, and, as compensation therefor, Assignor acknowledges and agrees that it shall pay to Assignee, on or before February 28, 2023, on behalf of City, the sum of \$26,250.00, which Assignee agrees to accept as full compensation from City therefor; and

WHEREAS, the City desires and by this Assignment does hereby consent to the assignment of the Original Agreement, as amended herein by the Assignor to the Assignee;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Assignment and Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations under the Original Agreement, as amended herein, to the Assignee, and Assignee, for the compensation paid by

Assignor on behalf of City in the amount of \$26,250.00, does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Original Agreement, as amended herein.

1.2 The City does hereby consent to the assignment of the Original Agreement as amended herein, by the Assignor to the Assignee. The City agrees to look solely to the Assignee for the performance and satisfaction of the obligations of Assignor under the Original Agreement, as amended herein. Assignor and the City represent that there are no uncured defaults under the Original Agreement, and that the Original Agreement is in full force and effect.

**Article II
Amendments to Original Agreement**

The Parties agree that the Original Agreement is hereby amended as follows: Sections G on page 2 of 4 of the Original Agreement, under the section labeled “The Alarm Center agrees to:”, is deleted in it’s entirety. Section H is hereby amended as follows:

LIABILITY

To the extent allowed by law, Everman hereby agrees to indemnify and otherwise hold harmless City, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to Everman’s performance of services under this agreement including any intentional or negligent acts or omissions of Everman’s officials, officers, agents or employees relating to or arising out of the performance of the services provided under this Agreement.

To the extent allowed by law, City agrees to indemnify, save and otherwise hold harmless Everman, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the failure of the equipment associated with the services provided by Everman to the City by this agreement, or the intentional or negligent acts or omissions of City’s officials, officers, agents or employees relating to or arising out of the failure of the equipment associated with the Services provided by Everman to the City.

It is expressly understood and agreed that, in the execution of this Agreement, Everman and City do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, Everman and City do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

**Article III
Miscellaneous**

3.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for City of Everman, to:

City of Everman
Attn: City Manager
212 North Race Street
Everman, Texas
305 Century Parkway
Allen, Texas 75013

With a copy to:

Nichols Jackson, L.L.P.
Attn: Victoria W. Thomas
Suite 1800, Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Tarrant County Fire Alarm Center, to:

Tarrant County Fire Alarm Center
Attn: _____

If intended for City of Reno, to:

City of Reno
Attn: _____

3.2 Governing Law. This Assignment and Amendment Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Assignment and First Amendment shall be the State District Court of Tarrant County, Texas. Without waiving immunities provided by law, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

3.3 Counterparts. This Assignment and Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.4 Entire Agreement. This Assignment and Amendment Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous or contemporary agreements between the Parties and relating to the matters set forth herein, and except as otherwise provided herein cannot be modified without written agreement of the Parties.

3.5 Recitals. The determinations recited and declared in the preambles to this Assignment and Amendment Agreement are hereby incorporated herein by this reference.

3.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Assignment and Amendment Agreement shall survive termination.

3.7 The Original Agreement shall remain in full force and effect except as amended herein.

3.8 Effective Date. This Assignment and First Amendment Agreement shall be effective on the last date of execution hereof by the Parties.

EXECUTED the ____ day of February, 2023.

ASSIGNOR:

TARRANT COUNTY FIRE ALARM CENTER

By: _____
Kirt Mays, President

EXECUTED the ____ day of February, 2023.

ASSIGNEE:

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

EXECUTED the ____ day of February, 2023.

City of Reno, Texas

By: _____
Sam White, Mayor



Tarrant County Fire Alarm Center

Section 8, Item A.

400 S. Saginaw Blvd

Saginaw, Texas 76179

Main# (817) 232-9880 Fax# (817) 232-9885

www.tcfirealarm.com admin@tcfirealarm.com

City of Reno
195 W. Reno Rd
Azle, Texas 76020

August 24, 2022

Honorable Mayor White,

Please find attached the contract for fiscal year 2022-2023 for emergency dispatch services with the Tarrant County Fire Alarm Center. You may have previously received a letter (a copy of that letter is included) outlining the TCFAC relocation to the City of Everman and the forthcoming contract for service that will eventually be between your entity and the City of Everman. While the physical relocation is still scheduled to occur in the month of October your contract will renew with the TCFAC as it is structured today. Preparations for the relocation are ongoing as is the drafting of the forthcoming contract that will eventually be with the City of Everman. To permit all involved entities to provide input in and have ample time to review a change in the contract it is prudent to renew the exiting contract and forgo any potential contract lapse with the October 1 renewal fast approaching.

This contract incorporates a 2.2% increase over the current year's contract service rate of \$34,234. The upcoming year's contract price with the 2.2% increase is \$35,000, a total increase of \$766. There will not be any contract price change during the 2022-23 fiscal year even though the contract will eventually be revised to a contract with the City of Everman sometime within the fiscal year.

Upon approval we ask that you sign both copies. Retain one for your records and return the other signed copy to our office. Included with the contract is a copy of the Tarrant County Fire Alarm Center's 2022-2023 proposed budget. An invoice for service for the upcoming fiscal year will be distributed in September.

We greatly appreciate the opportunity to continue serving the citizens of the City of Reno and your fire department. Our goal is to provide the highest level of service possible so that your fire department and the citizens you serve remain pleased with the level of services you receive. If you should ever have any questions, comments, or concerns please don't hesitate to contact me at (817) 988-0861 or by email kmays@haslet.org

Sincerely,

Kirt Mays
Board President
Tarrant County Fire Alarm Center

Cc: City Administrator Passmore
Fire Chief Druxman

EMERGENCY DISPATCH SERVICE CONTRACT

STATE OF TEXAS)

COUNTY OF TARRANT)

Whereas, the Tarrant County Fire Alarm Center, (Alarm Center), a non-profit Corporation of the State of Texas, and the City of Reno, Texas (City), are empowered to make agreements for the provisions of emergency dispatch services, a governmental function; and

Whereas, the Alarm Center and the City desire to enter into this agreement; and

Whereas, the City Council of the City finds the following agreement is in the best interest of and serves the public health, safety, and welfare.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each parties hereto and other good and valuable considerations, the City of Reno, Texas, and the Tarrant County Fire Alarm Center do hereby contract and agree as follows:

The Alarm Center agrees to:

- A. Provide all such services as required to provide the City with 24 hour per day dispatching service for the Briar-Reno Fire Department, including all calls for service within the City of Reno official city limits and for all other such calls that the Reno-Briar Fire Department would respond to within the City of Reno if called upon to do so;
- B. Staff the Alarm Center to provide the receiving of both 9-1-1 and other emergency calls for fire, rescue, and emergency medical services for the City of Reno, Texas.
- C. Dispatch all emergency calls for fire, rescue, and emergency medical services for the Reno-Briar Fire Department in a prompt and expedient manner by radio as provided by the City;
- D. Provide 24 hour per day recording of all 9-1-1 and other emergency telephone calls, all radio transmissions associated with dispatching all calls for fire, rescue, and emergency medical services for the City of Reno, Texas, Reno-Reno Fire Department, and to retain such recordings for a period of not less than thirty (30) days. Such recordings shall be made available to the City of Reno, Texas, upon written request, for its review in the event any questions or concerns should arise from the receiving and/or dispatching of any call or calls for service; Furthermore any recording of radio transmissions, 9-1-1 or other emergency telephone calls retained in our database on behalf of the City of Reno, Texas and the Reno-Briar Fire Department will remain the property of the City of Reno.

Authority to request such recordings shall be reserved to the senior administration of the City of Reno, Texas. This shall include the Reno-Briar Fire Chief and his/her designated representatives, the City Manager, Assistant City Manager, the Mayor and any of their designated representatives.

E. Provide access to reports containing information of all calls dispatched for the Reno-Briar Fire Department, to include the date, time, location, and nature of all such calls. Furthermore any call sheets, and/or reports retained in our database on behalf of the City of Reno, Texas and the Reno-Briar Fire Department will remain the property of the City of Reno.

F. The Tarrant County Fire Alarm Center agrees to abide by the City's policies in regard to the release of information in accordance with the Texas Public Information Act

G. In addition, and if requested by the City, the Tarrant County Fire Alarm Center agrees to submit, on a quarterly basis, a financial report on the status of the Fire Alarm Center to reflect its operating expenses and financial status;

H. Provide a "General Liability" Insurance Policy in the amount of one (1) million dollars (\$1,000,000.00) that will hold harmless the Tarrant County Fire Alarm Center and all contracting agencies and cities for any acts of negligence or other litigation against the Alarm Center arising from the operation of the Alarm Center, its agents and employees, and agrees to include the City of Reno as an additional insured under the policy.

The City agrees to, in exchange for such services:

A. Purchase, install, and maintain at its sole cost and expense, a radio base station and repeater link in order for the Alarm Center to dispatch calls by radio to the Reno-Briar Fire Department;

B. Provide all necessary maps and street information, and all other information requested by the Tarrant County Fire Alarm Center necessary to dispatch all calls for fire, rescue, and emergency medical services in a prompt and expedient manner, and to locate any such call for service within the City of Reno that the Reno-Briar Department provides service. Such information shall include, but not be limited to, names and addresses of all businesses, schools, churches, and other important structures within the City of Reno, Texas; the Reno-Briar Fire Department and City staff; and all other personnel whom might need to be contacted in the event of a major incident or disaster;

C. Abide by the Standard Operating Procedures (SOP's) and its rules and regulations as established and approved by the Board of Directors of the Fire Alarm Center for the operation of the Alarm Center by its personnel;

D. Pay to the Tarrant County Fire Alarm Center the sum of THIRTY-FIVE THOUSAND DOLLARS & .00 CENTS (\$35,000.00) for each year this contract is in effect, with payment due on October 1st of each year.

TERMS OF AGREEMENT

The term of this agreement shall be for one (1) year, beginning October 1st, 2022 through September 30, 2023.

NOTICE OF CANCELLATION

In the event that the Tarrant County Fire Alarm Center fails in any way to provide the services in this agreement, the City of Reno, Texas, may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event that the City of Reno, Texas, fails to comply with the provisions of this agreement, the Tarrant County Fire Alarm Center may cancel this agreement. Such notice of cancellation shall be given in writing, listing its reasons for such cancellations, and to be effective 30 days after such notice is received.

In the event either party's gives notice of cancellation of this agreement, the Alarm Center agrees to refund to City its money paid for services which it will no longer receive, to be prorated from the time services are discontinued until the expiration date on the contract.

LIABILITY

It is the intention of the parties and the parties do agree that any and all civil liability related to the furnishing of the services contemplated by this agreement to the City, as the governmental unit which would be responsible for furnishing such services absent this agreement, shall be the responsibility of the City, and the City agrees, to the extent permitted by law, to indemnify, save and defend the Alarm Center, its agents, officers and employees harmless from all liabilities, claims, cause of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the Alarm Center to the City by this agreement. The fact that the parties accept certain responsibilities relating to the rendition of services under this agreement as a part of their responsibility for providing protection for the public health make it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be and is hereby invoked to the fullest extent possible under the law. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

LAWS GOVERNING

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas. Venue under this agreement lies in Tarrant County, Texas.

SEVERABILITY

If any clause, paragraph, section or portion of this agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the agreement shall be deemed to have contracted as if said clause, section, paragraph or portion had not been contained in the agreement initially.

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 duly passed by majority of the City Council and by the Board of Directors of the Tarrant County Fire Alarm Center, at which meetings a quorum was present, and are now in full force and effect.

Executed in duplicate original this 21 day of December, 2022



Scott Passmore
City Secretary
City of Reno, Texas

[Signature]
Mayor,
City of Reno, Texas

Approved as to Form and Legality:
City Attorney
City of Reno, Texas

kirt mays
Kirt Mays, President
Board of Directors
Tarrant County Fire Alarm Center



**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-02-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR WICHITA STREET WIDENING PROJECT WITH THE CITY OF FOREST HILL, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code (the Texas Interlocal Cooperation Act) provides for the cooperation between local governmental bodies; and

WHEREAS, pursuant to that Act, the City of Forest Hill as project manager has entered into a Funding Interlocal Agreement for the Widening of Wichita Street with Tarrant County (the “County Funding Agreement”) for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program to a needed transportation project within the boundaries of the County and the City, to wit, the widening of Wichita Street from a two-lane asphalt road to a five-lane concrete road from Interstate 20 frontage road to Roy C. Brooks Boulevard (the “Project”); and

WHEREAS, the County Funding Agreement requires the City to obtain certain permissions and assurances from the City of Everman in relation to portions of the Project extending into the City of Everman; and

WHEREAS, the Interlocal Cooperation Agreement attached hereto provides the required permissions and assurances from the City of Everman; and

WHEREAS, the City Council of the City of Everman thus finds that it serves the best interest of the citizens of the City of Everman to approve said Interlocal Cooperation Agreement with the City of Forest Hill.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:

SECTION 1. The recitals and findings set forth above and adopted as true and correct and made a part hereof.

SECTION 2. The City Council of the City of Everman, Texas hereby approves the Interlocal Cooperation Agreement for Wichita Street Widening Project between the City of Everman, Texas and the City of Forest Hill, Texas, which is attached hereto and incorporated herein as Exhibit ‘A’; and, the City Manager is hereby authorized to execute said Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A”.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Everman, Texas, on this the 7th day of February 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(020323vwtTM133477)

Exhibit A
[Interlocal Cooperation Agreement for Wichita Street Widening Project]

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each City is authorized to perform and provide, and the terms, conditions, and provisions of this Agreement are in support of and further the public health, safety, welfare, and convenience of the citizens of each of the Parties and are in the public interest;

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Project Design; Project Construction Contract. The Parties understand, acknowledge, and agree that design, construction, and acceptance of the Project requires certain steps for completion, including, but not limited to, design, bidding, construction, and payment, and the same shall be in accordance with the following:

- A. The Parties understand, acknowledge, and agree that Forest Hill has contracted with a professional engineering firm which employs professional engineers registered in the State of Texas (“Engineer”) to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project (“the Project Plans”) and that Engineer will present Project Plans to Forest Hill for review and approval.
- B. Forest Hill shall not authorize approval of and/or changes to the Project Plans which either (i) change any portion of the Project located within Everman’s incorporated limits or (ii) which will result in a change order that increases the time for construction of the Project without the prior written consent of Everman.
- C. The Parties acknowledge that once the Project Plans are complete, Forest Hill, with the assistance of Engineer, will seek competitive bids and award the contract for the Project to the Contractor selected (the “Contractor”), all in accordance with state law. Forest Hill represents and warrants that the process for selecting the Contractor to construct the Project shall be in compliance with the requirements for obtaining competitive bids for public works projects. In reliance on the foregoing representation, Everman hereby consents to and approves the awarding of the contract for the Project.
- D. The Parties agree that the construction contract to be awarded for the Project and executed by Forest Hill and the Contractor shall at all times require and provide, among other things, that:
 - (1) The Contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations of the Party in whose incorporated limits the applicable portion of the Project is being performed;
 - (2) For any change order affecting a portion of the Project located within Everman’s incorporated limits, such change order, to be effective, shall require the signature of both Everman and Forest Hill. If approval by one

Party of some item or matter is required hereunder or is requested by the other Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request;

- (3) All insurance policies held by the Contractor that are endorsed to name Forest Hill as an additional insured shall also name Everman as an additional insured;
- (4) Indemnity obligations of the Contractor that are made in favor of Forest Hill (and its officials, officers, employees, and agents) shall also be made in favor of Everman (and its respective officials, officers, employees, and agents); and
- (5) The performance bond and payment bond provided by the Contractor in accordance with law, shall name Everman, in addition to Forest Hill, as a beneficiary on such bonds.

E. Everman hereby agrees that County may and by this Agreement provides authority to County to acquire rights-of-way located within Everman’s incorporated limits for the Project and agrees that it will accept conveyance of the rights-of-way from County.

F. Everman hereby agrees that Forest Hill may and by this Agreement provides Forest Hill with authority to make the improvements to Wichita Street within Everman’s incorporate limits.

G. Upon the completion of the Project, Everman will be given such plans, drawings, materials, and other documents as are applicable to the portion of the Project located with Everman’s incorporated limits.

Section 2. Representatives. Each Party will designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. As of the Effective Date, for Forest Hill, that person is the Interim City Manager Venus Wehle, or her designee and for the City of Everman, that person is City Manager Craig Spencer or his designee. These designations may be changed at any time by the respective Party by providing notice to the other Party.

Section 3. Miscellaneous.

A. *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

B. *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after

deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Forest Hill:

City of Forest Hill
3219 E. California Pkwy
Forest Hill, Texas 76119
Attn: City Manager

To Everman:

City of Everman
121 N. Race Street
Everman, Texas 76102
Attn: City Manager

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.

D. *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or intentional acts or omissions in the course of performance of this Agreement.

E. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. 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 any persons or entities who are not parties to this Agreement.

F. *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. 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 any individual or entity that is not a signatory hereto

G. *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

H. *Exhibits; Recitals.* All exhibits, if any, to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. *Amendment.* This Agreement may be only be amended by the mutual written agreement of the Parties.

J. *Headings; "Includes."* The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. *Force Majeure.* No Party shall be liable to the other Parties 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, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties ("the Effective Date").

(Signatures on Following Pages)

City of Everman Signature Page

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Hunter W. Mattocks, Asst. City Attorney

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF FOREST HILL

By: _____
Venus Wehle, Interim City Manager/

ATTEST

Amy Anderson, City Secretary

APPROVED AS TO FORM

Courtney Goodman-Morris, Asst. City Attorney