



**AGENDA**  
**CITY COUNCIL MEETING**  
**FEBRUARY 6, 2018 @ 7:00 P.M.**

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, February 6, 2018 at 7:00 P.M. at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

**CALL TO ORDER – Roll Call and Determination of a Quorum**

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: I pledge allegiance to the flag of the United States of America; and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all.

TEXAS PLEDGE: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

**CONSENT AGENDA** Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

1. APPROVAL OF MEETING MINUTES FOR JANUARY 17, 2018. [SCOTT GREY]
2. REPUBLIC WASTE QUARTERLY REPORT. [BERNAS]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2017 RACIAL PROFILING REPORT. [BROOKS]

**INDIVIDUAL CONSIDERATION ITEMS**

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ANNUAL AUDIT REPORT. [BOYD]
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-563, APPROVING A CONTRACT FOR ARCHITECTURAL SERVICES WITH RANDALL SCOTT ARCHITECTS. [SHELBY]
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REPUBLIC SERVICES RESIDENTIAL TRASH AND RECYCLE REROUTE. [BERNAS]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 757, CALLING FOR A SPECIAL ELECTION FOR THE PURPOSE OF THE ADOPTION OF A LOCAL SALES AND USE TAX AT A RATE OF TWO PERCENT (2%) FOR MUNICIPAL PURPOSES IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 5, 2018 TO ELECT TWO (2) CITY COUNCIL MEMBERS

AT-LARGE AND A MAYOR; AUTHORIZING THE MAYOR TO EXECUTE A GENERAL ELECTION CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW. [SHELBY]

## ROUTINE ITEMS

### 8. FUTURE AGENDA ITEMS

#### REMINDER(S):

- An email requesting vacation schedules will be sent soon. Have your schedule ready!
- March 6, 2018 – Primary Election

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 18	Feb 19 <i>President's Day</i>	Feb 20 Early Voting 8am–5pm	Feb 21 Early Voting 8am–5pm	Feb 22 Early Voting 8am–5pm	Feb 23 Early Voting 8am–5pm	Feb 24 Early Voting 7am–7pm
Feb 25 Early Voting 1pm–6pm	Feb 26 Early Voting 7am–7pm	Feb 27 Early Voting 7am–7pm	Feb 28 Early Voting 7am–7pm	Mar 1 Early Voting 7am–7pm	Mar 2 Early Voting 7am–7pm	Mar 3

- May 5, 2018 – General & Special Election (EV and ED Info)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 22	Apr 23 Early Voting 8am to 5pm	Apr 24 Early Voting 8am to 5pm	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 7pm	Apr. 27 Early Voting 8am to 5pm	Apr. 28 Early Voting 8am to 5pm
Apr 29	Apr 30 Early Voting 7am to 7pm	May 1 Early Voting 7am to 7pm	May 2	May 3	May 4	May 5 Election Day 7am to 7pm

- PROJECTED 2018 TAX RATE PLANNING CALENDAR

### 9. ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on or before February 2, 2018 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at [www.parkertexas.us](http://www.parkertexas.us).

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Date Notice Removed

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Patti Scott Grey  
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



## Council Agenda Item

Item 1  
C Sec Use Only

Budget Account Code:	Meeting Date: February 6, 2018
Budgeted Amount:	Department/ Requestor: City Secretary
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: January 19, 2018
Exhibits:	Proposed Minutes

### AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JANUARY 17, 2018. [SCOTT GREY]

### SUMMARY

Please review the attached minutes. If you have any questions, comments, and/or corrections, please contact the City Secretary at [PGrey@parkertexas.us](mailto:PGrey@parkertexas.us) prior to the City Council meeting.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Patti Scott Grey</i>	Date:	02/01/2018
City Attorney:		Date:	
City Administrator:	<i>Jeff Flanigan</i>	Date:	02/02/2018

**MINUTES**  
**CITY COUNCIL MEETING**  
**JANUARY 17, 2018**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

The Parker City Council met in a special meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Pro Tem Scott Levine called the meeting to order at 7:00 p.m. Councilmembers Scott Levine, Cindy Meyer, Lee Pettle, Cleburne Raney, and Ed Standridge were present. Mayor Z Marshall was absent.

Staff Present: City Administrator Jeff Flanigan, Finance/H.R. Manager Johnna Boyd, City Secretary Patti Scott Grey, City Attorney Brandon Shelby, and Police Chief Richard Brooks

**PLEDGE OF ALLEGIANCE**

AMERICAN PLEDGE: Councilmember Cleburne Raney led the pledge.

TEXAS PLEDGE: Councilmember Cindy Meyer led the pledge.

**PUBLIC COMMENTS** The City Council invites any person with business before the Council to speak. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

Terry Lynch, 5809 Middleton Drive, voiced concern in regard to item #10, proposed Resolution No. 2018-562, accepting the City of Parker, Texas, Water Conservation Implementation Plan, on tonight's agenda. (See Exhibit 1 – Terry Lynch's Comments to City of Parker January 17 City Council Meeting.)

Dave Leamy, 5801 Rathbone Drive, expressed his concern that the parking lot/vacant lot on the east side of Dillehay Drive [FM2551] just south of Lindsey Lane was an eyesore. Mr. Leamy said it appeared the owner was ignoring city code and staff, parking 18-wheelers too close and horizontally to Dillehay Drive [FM2551] more and more often. This issue needed to be addressed.

Billy Barron, 6707 Overbrook Drive, said he was giving City Council an update on noise, as it relates to Southfork Ranch. Mr. Barron indicated he spoke to area residents and Parker Police Chief Brooks and the noise levels were down, but more work needed to be done. When called, Parker Police recorded noise levels within the Nuisance Ordinance permissible decibels, however, he commented Parker's decibel levels were some of the most lenient in the area and for real progress to occur the Nuisance Ordinance needed to be revised again.

## WORK SESSION

1. 2017-2018 ANNUAL PLANNING SESSION
  - PUBLIC WORKS
  - WATER

City Administrator Flanigan said he was ill December 12, 2017, when City Council and City Staff had the regular 2017-2018 Annual Planning Session, and he would present his portion of the Annual Planning Session tonight. Mr. Flanigan reviewed a map, indicating the amount of land under development in Parker, either developed or approved ready for development, and subdivision details, such as subdivision lots; remaining lots; approved, but not developed lots; existing residential meters; and totals. (See Exhibit 2 – Jeff Flanigan's Development Map and Subdivision Details.) Approximately 1,000 acres around City Hall will be developed some time in the future and at that point the City should be close to build out.

Currently, the City is working with North Texas Municipal Water District (NTMWD) to move forward with a second water pump station to be located along Dillehay Drive [FM2551].

**CONSENT AGENDA** Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.

2. APPROVAL OF MEETING MINUTES FOR OCTOBER 24, 2017. [SCOTT GREY]
3. APPROVAL OF MEETING MINUTES FOR NOVEMBER 8, 2017. [SCOTT GREY]
4. APPROVAL OF MEETING MINUTES FOR DECEMBER 5, 2017. [SCOTT GREY]
5. APPROVAL OF MEETING MINUTES FOR DECEMBER 12, 2017. [SCOTT GREY]
6. DEPARTMENT REPORTS-ANIMAL CONTROL, BUILDING, COURT, FIRE, POLICE AND WEBSITE
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AUTHORIZING ENGINEERING AND STAFF TO ADVERTISE FOR BIDS ON 2017-2018 ANNUAL ROAD MAINTENANCE PROJECT. [FLANIGAN/BIRKHOFF]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AUTHORIZING ENGINEERING AND STAFF TO ADVERTISE FOR BIDS ON THE PARKER ROAD WATER LINE PROJECT. [FLANIGAN/BIRKHOFF]
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AUTHORIZING ENGINEERING AND STAFF TO ADVERTISE FOR BIDS FOR SYCAMORE LANE WATER LINE PROJECT. [FLANIGAN/BIRKHOFF]

**MOTION:** Councilmember Standridge moved to approve consent agenda items 2-9, as stated. Councilmember Pettle seconded with Councilmembers Levine, Meyer, Pettle, Raney, and Standridge voting for the motion. Motion carried 5-0.

## INDIVIDUAL CONSIDERATION ITEMS

10. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-562, ACCEPTING THE CITY OF PARKER, TEXAS WATER CONSERVATION IMPLEMENTATION PLAN. [FLANIGAN] [TABLED – 12052017]

City Administrator Flanigan said this item was tabled at the December 5, 2017 City Council meeting. He explained getting the City of Parker, Texas Water Conservation Implementation Plan accepted is part of a process to move forward with the water district and one of the requirements for the City's second pump station. He said he met with Ms. Lynch after the December 5<sup>th</sup> meeting and reviewed the plan with her. Some issues were reasonable, while some matters they agreed to disagree. For example, Ms. Lynch insisted the existing Water Conservation Plan need to be repealed. While the existing plan is required under the current contract with NTMWD. The City cannot repeal something it is under contract to have. As far as the reporting, some of the reporting City Staff can continue to do, however, he was not sure the City needed to include such reporting in the plan when it is not required by law. If City Council would like additional reporting on water demand and water usage, City Staff would be happy to provide that reporting at any time. Mr. Flanigan said NTMWD supports this Water Conservation Implementation Plan and he invited Billy George from the Water District to answer any questions City Council may have.

Mayor Pro Tem Levine introduced NTMWD Assistant Deputy Director – Water Billy George. Mr. Levine stated the City has had several meetings with the water district in an effort to work together to accomplish what the district would like the City to have in place. He asked Mr. George if he felt comfortable with what the City prepared. Mr. George said yes, this is not a true conservation plan, the water district asked for an implementation plan and the district feels comfortable with this plan. There are a number of things for the City to explore in the future. The State requires the district to update the water conservation plan every five (5) years and we are at the end of the cycle for the existing water conservation plan. The district will spend the next year consulting with the cities, members, and customers to develop a new water conservation plan that the district will adopt. That will become the input for the cities, members, and customers, to amend the actual water conservation plan. The district feels comfortable because this plan covers the basics for the implementation plan. The district did not ask for the plan to be very specific, in fact when we met on the first version there were items the district suggested not including in the implementation plan and holding for the actual water conservation plan. Mr. George said again yes, the district is comfortable with what the City prepared and appreciated the time, effort, partnership that went into preparing the plan. They were looking forward to the upcoming year, partnering with the City for a new water conservation plan and future consideration by the City Council to amend the current water conservation plan to reflect those changes.

Mayor Pro Tem Levine thanked Mr. George and asked if there were any questions.

Councilmember Meyer asked questions, regarding the City of Parker and NTMWD's per capita usage numbers, peak demands, and peak usage. Mr. George said the City of Parker was unique, mainly due to the large lot sizes, so the usage numbers were significantly higher. It was noted education and code changes, involving mainly new development outdoor landscaping, could help and would be pursued in the future. Ms. Meyer asked at what point this would infringe on City of Parker residents' rights.

MOTION: Councilmember Meyer moved to table item 10 until the next City Council meeting on February 6, 2017, for further review of resident Terry Lynch's comments. There was no second. Motion failed, due to a lack of a second.

MOTION: Councilmember Standridge moved to approve Resolution No. 2018-562, accepting the City of Parker, Texas Water Conservation Implementation Plan.

Councilmember Standridge remarked NTMWD Assistant Deputy Director – Water Billy George answered questions, stating NTMWD was comfortable with the City of Parker, Texas Water Conservation Implementation Plan and already had plans in place over the next year to consult with the City of Parker, along with other cities, members, and customers, to develop a new/amended water conservation plan for adoption in the near future.

Councilmember Raney seconded with Councilmembers Levine, Pettle, Raney, and Standridge voting for the motion and Councilmember Meyer voting against the motion. Motion carried 4-1.

## ROUTINE ITEMS

### 11. FUTURE AGENDA ITEMS

Mayor Pro Tem Levine asked if there were any items to be added to the future agenda. There were no additions. He said the next regularly scheduled meeting would be Tuesday, February 6, 2018.

#### UPDATE(S):

- UPDATE ON FM 2551

Councilmember Standridge gave an update on FM 2551, stating when Southridge residents discovered FM 2551 would bisect or be realigned through their subdivision, the Southridge Home Owner's Association (HOA) came to City Council to see if there was anything the City could do to assist in keeping FM 2551 out of their subdivision. The City met with Texas Department of Transportation (TxDOT) and Southridge representatives. TxDOT did not want to make any changes, due to the large amount of money already expended for engineering and in other areas. The Southridge representatives asked the City of Parker to file suit on behalf of the subdivision development, but the City declined, stating they could not justify the use of City funds to benefit a portion of its residents in this way at the expense of the rest of the City. More recently, North Texas Water District (NTMWD) and TxDOT have had issues that must be resolved to move forward with the project.

- PROJECT(S)

City Administrator Flanigan said he did not have an update at this time.

- ACCEPTANCE OF CITY OF PARKER POLICE & FIRE ASSOCIATION  
DONATION FOR THE RECORD

As required by Resolution No. 2016-520, Mayor Pro Tem Levine accepted Ralph N. and Kathryn B. White's \$250 donation to the City of Parker Police & Fire Association on behalf of Mayor Z Marshall for the record. The Mayor Pro Tem, City Council, and staff thanked the Whites for their generous donation.

Mayor Pro Tem Levine then reviewed the various election schedules and asked City Council to review the projected 2018 Tax Rate Planning Calendar, prepared by City Staff for any conflicts.

- REMINDER - March 6, 2018 – Primary Election

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 18	Feb 19 President's Day	Feb 20 Early Voting 8am–5pm	Feb 21 Early Voting 8am–5pm	Feb 22 Early Voting 8am–5pm	Feb 23 Early Voting 8am–5pm	Feb 24 Early Voting 7am–7pm
Feb 25 Early Voting 1pm–6pm	Feb 26 Early Voting 7am–7pm	Feb 27 Early Voting 7am–7pm	Feb 28 Early Voting 7am–7pm	Mar 1 Early Voting 7am–7pm	Mar 2 Early Voting 7am–7pm	Mar 3

- REMINDER – May 5, 2018 – General Election (EV and ED Info)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 22	Apr 23 Early Voting 8am to 5pm	Apr 24 Early Voting 8am to 5pm	Apr 25 Early Voting 8am to 5pm	Apr 26 Early Voting 8am to 7pm	Apr. 27 Early Voting 8am to 5pm	Apr. 28 Early Voting 8am to 5pm
Apr 29	Apr 30 Early Voting 7am to 7pm	May 1 Early Voting 7am to 7pm	May 2	May 3	May 4	May 5 Election Day 7am to 7pm

- PROJECTED 2018 TAX RATE PLANNING CALENDAR

## 12. ADJOURN

Mayor Pro Tem Levine adjourned the meeting at 7:40 p.m.

APPROVED:

\_\_\_\_\_  
Mayor Pro Tem Scott Levine

\_\_\_\_\_  
Approved on the 6th day  
of February, 2018.

ATTESTED:  
\_\_\_\_\_  
Patti Scott Grey, City Secretary

## Comments to City of Parker January 17 City Council Meeting

Terry Lynch, 5809 Middleton Drive

### RE: Agenda Item #10 - Resolution No. 2018-562 "Accepting City of Parker Water Conservation Implementation Plan"

I want to express my overall disappointment in the Water Conservation Implementation Plan that is presented. This plan is incomplete and lacks adequate specificity for use as an important operational and management tool to help in the water conservation efforts of the City of Parker.

Although the new resolution and document do reflect changes addressing some of the concerns I expressed at the 12/5/17 city council meeting and meeting with Mr. Jeff Flanigan, City Administrator, I believe there are still ten (10) significant issues that must be addressed before the City Council should approve this resolution and attached Conservation Implementation Plan for the City of Parker.

These are places that changes need to be made.

1. Section 3 of the resolution should be changed to state that the existing Water Conservation Plan that is part of Resolution 2011-346 (<http://parkertexas.us/DocumentCenter/View/544>) is rescinded.
2. The first bullet of item II.3 states "Maintain the per capital municipal water use below the specified amount of gallons per capita per day." The specified amount is never defined.
3. I would suggest that in lieu of the restrictive timeframe stated in in Item II.5 the phrase "Customer meters will be monitored and replaced as needed" as situations and technology can easily change.
4. Item II.8 & 14 provides rates that the City charges it's residents. What is the rate per gallon that the City pays to NTMWD? This information should also be disclosed to the residents.
5. Item II.9 is vague. To what degree does the authority of the named individuals extend? It should be clear that NO ordinances can be enacted without the approval of the City Council.
6. Item II.13&17 identifies requirements of the NTMWD. While I do not agree with the degree to which their required measures restrict individual liberties, I recognize that that issue must be addressed in another venue. However, I would recommend the wording be made to be consistent with the NTMWD as their added narrative is helpful for clarification in

Bullet 4- NTMWD wording "Limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week (April 1 – October 31), with education that less than twice per week is usually adequate. Additional watering of landscape may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs."

Vs. Lawn and landscape irrigation limited to twice per week, implement seasonal watering and follow drought restrictions as appropriate.

7. Item II.18 Monitoring methods is left blank. Identifying requirements is of no use if there is no monitoring. What is the plan?

For example for the measures identified in II.13&17 above

8. How does the city plan to enforce such laws? Is there a fine or penalty for breaking the laws?
9. How will they ensure that laws are enforced upon all residents and not only a select few?
10. What will be the added cost to the residents of enacting these laws – enforcement and reporting?

I hope that the City Council will seriously consider my comments and make these changes noted.

# Exhibit 2



Subdivision	Total Lots	Lots Remaining	Approved / Not Developed
Kings Crossing Phase 1	38	6	
Kings Crossing Phase 2	46	19	
Kings Crossing Phase 4	71	65	
Kings Crossing Remaining Phases			160
Whitestone Phase 1	74	64	
Whitestone Remaining Phases			199
Parker Ranch Phase 1	67	19	
Parker Ranch Phase 2	16	16	
Parker Ranch Phase 3	56	56	
Parker Ranch Remaining Phases			107
Cichosz Development			23
Kings Bridge Phase 1	32	22	
Southridge East	39	25	
Reserve of Southridge	31	31	
Kings Bridge Phase 2			37
<b>TOTAL</b>	<b>323</b>		<b>526</b>
<b>Existing Residential Meters</b>	<b>1531</b>		
<b>x3.213</b>	<b>4919</b>		
		<b>1037</b>	<b>1690</b>
		<b>TOTAL</b>	<b>7646</b>

# **City of Parker**



## Oct. 2017 - Dec. 2017 Quarterly Report

Rick Bernas

REPUBLIC SERVICES OF PLANO



# **YTD tons 2017**



<b>PARKER</b>	<b>1st Qtr 2017</b>	<b>1st Qtr 2017</b>	<b>2nd Qtr 2017</b>	<b>4th Qtr 2017</b>
Solid Waste	368	386	392	378
Recycle	139	142	145	155
Bulk/Brush	325	356	369	299
<b>TOTALS</b>	<b>832</b>	<b>884</b>	<b>906</b>	<b>832</b>



# Drive By's 2017



Homes : 1,332

Drive by's / all services

4th - qtr:

34,632-trash / recycle

3,996 - bulk

38,628 - drive by's



## **Customer Satisfaction**



Successful HHW Event held  
Reroute of bulk completed  
Msw/recycle reroute for April  
Start date.





TWO INDUSTRY INNOVATORS ARE NOW ONE ENVIRONMENTAL LEADER.

Thank You  
CITY OF PARKER





## Council Agenda Item

Item 3  
C Sec Use Only

Budget Account Code:	Meeting Date: February 6, 2018
Budgeted Amount:	Department/ Requestor: Police Chief Brooks
Fund Balance-before expenditure:	Prepared by: City Secretary Scott Grey
Estimated Cost:	Date Prepared: January 18, 2018
Exhibits:	<ul style="list-style-type: none"><li>• Racial Profiling Report 2017</li></ul>

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2017 RACIAL PROFILING REPORT. [BROOKS]

### SUMMARY

Please review the attached 2017 Racial Profiling Report. By reporting this information to City Council and TCOLE (Texas Commission on Law Enforcement) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedure and State House Bill 3389. Should City Council have any questions, suggestions, or in need of any clarification, please contact Chief Richard Brooks or Captain Kenneth Price.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	Richard D. Brooks	Date:	01/18/2018 via email
City Attorney:		Date:	
City Administrator:	Jeff Flanigan	Date:	02/02/2018



# **Annual Contact Report**

## **2017**

### **The Parker Police Department**

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# **(I) Introduction**

# Opening Statement

January 11, 2018

Parker City Council  
5700 E. Parker Road  
Parker, Texas 75002

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001 the Texas Racial Profiling Law. The current report serves as evidence that the Parker 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. Moreover, 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 requires for all law enforcement agencies in the state to collect additional data and provide a more detailed analysis.

This particular report contains three sections with information on traffic and motor vehicle- related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Parker Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate Bill (SB1074); which later became the Texas Racial Profiling Law. In addition, you will find the Texas HB 3389, which, in 2009, introduced new requirements relevant to racial profiling as well as the Sandra Bland Act. 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. In addition, you will find, in sections 2 and 3 documentation which demonstrates compliance by the Parker Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the implementation of an institutional policy banning racial profiling, the incorporation of a racial profiling complaint process and the training administered to all law enforcement personnel.

The last section of this report provides statistical data relevant to contacts, made during the course of motor vehicle stops, between 1/1/17 and 12/31/17. In addition, this section contains the TCOLE Tier 1 form, which is required to be submitted to this particular organization by March 1<sup>st</sup> of each year. The data in this report has been analyzed and compared to data derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Parker Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.  
Del Carmen Consulting, LLC

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- e) Modifications to the Original Law (H.B. 3389)
- f) Designations for Racial and Ethnic Categories (H.B. 3051)
- g) The Sandra Bland Act (S.B. 1849)

### **(II) Responding to the Texas Racial Profiling Law**

- a) Institutional Policy on Racial Profiling
- b) Educational Campaign Relevant to the Complaint Process—Addressing Allegations of Racial Profiling Practices
- c) Racial Profiling Training of Law Enforcement Personnel
- d) Report on Complaints Filed Against Officers for Violating the Racial Profiling Law (includes outcome of investigation)
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### **(III) Summary**

- a) Checklist
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# **TCOLE GUIDELINES**

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> 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 77<sup>th</sup> 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**

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, 200

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President of the Senate

Speaker of the House

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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.

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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.

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Chief Clerk of the House

Approved:

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Date

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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 [\$.50]; [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.

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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.

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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.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

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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 nonsubstantive 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.

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President of the  
Senate Speaker of the House

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

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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:

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Date

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Governor

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Chief Clerk of the House

## **(II) Responding to the Law**

# **Institutional Policy on Racial Profiling**



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**Title:** Racial Profiling

**Number:** 112.001

**Effective Date:** January 12, 2018

**Review Date:**

**TPCA Recognition Standards:** 2.01

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**I. PURPOSE**

The purpose of this order is to reaffirm the City of Parker Police Department's commitment to unbiased policing in all its encounters with any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

**II. POLICY**

- A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officer shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, ethnicity, gender, sexual orientation, religion status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts. ([TPCA Standard 2.01](#))
- B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedures, which prohibits Texas peace officers from engaging in racial profiling. ([TPCA Standard 2.01](#))

**III. DEFINITIONS**

- A. **Racial Profiling** – a law enforcement-initiated action based on an individual's face, ethnicity, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial



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profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

- B. Race or Ethnicity – persons of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent.
- C. Acts Constituting Racial Profiling – acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender sexual orientation, religion, economic status, age, culture group, or any other identifiable group 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.
- D. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- E. Motor Vehicle Contacts – includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings.

#### **IV. PROHIBITION**

Officers of the Parker Police Department are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision by an officer. Race ethnicity origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom an officer is searching.

#### **V. COMPLAINT PROCESS**

- A. No person shall discouraged, intimidated or coerced from filing a complaint, or be discriminated against because they have filed a complaint.
- B. Any person who believes that a peace officer employed by the Parker Police Department has engaged in racial profiling with respect to that person, may file a complaint in accordance with the provisions of General Order 300, Discipline/Complaints against Police Personnel.



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1. An employee who is contacted regarding a complaint against an officer shall follow the procedures set forth in General Order 300, Section X, Investigation of Externally Originated Complaints.
2. Citizens who appear in person wishing to file a complaint shall be directed to the Internal Affairs Investigator and provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Parker Police Department lobby, and at Parker City Hall. Citizens may also be directed to the Departmental website to file a complaint.
- C. Any Officer or Investigator who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation in accordance with General Order 300, Discipline, Section XI, Investigation or Internally Originated Complaints.
- D. Complaints of racial profiling shall be classified as a level I complaint, and shall be investigated by the office of the Chief of Police or the Internal Affairs Investigator as directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Internal Affairs Unit.

**VI. DISCIPLINARY AND CORRECTIVE ACTIONS**

Any officer of this Department who is found, after investigation, to have engaged in racial profiling in violation of this General Order may be subject to disciplinary action, up to and including termination. Disciplinary or corrective actions may include diversity, sensitivity or other appropriate training or counseling, as determined by the Chief of Police.

**VII. PUBLIC EDUCATION**

This department shall provide education to the public concerning the racial profiling complaint process. The primary method of public education shall be through a brochure, "How to File a Complaint" which are maintained in the lobby of the Parker Police Department, and at the Parker City Hall. These brochures are available in both English and Spanish versions. Other education methods may be utilized to inform the public, including news media, civic presentations, the internet, public meetings, newsletters, email, phone or by mail. The Department will disclose to others the phone number, name of person and address where a complaint or complement can be filed.



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**VIII. COLLECTION OF INFORMATION AND ANNUAL REPORT OF MOTOR VEHICLE STOPS**

(TPCA Standard 2.01)

A. For each motor vehicle stop and for each arrest resulting from a motor vehicle stop, an officer involved in the stop shall collect the following information:

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.
  - 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 his or her ability. Officers will not ask the individual to identify their race or ethnicity;
  - c. Information identifying the race or ethnicity of the individual detained will be documented using the following codes:

W – White

B – Black

H – Hispanic or Latino

A – Asian or Pacific Islander

I – Alaska Native or American Indian

2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
3. The initial reason for the stop.
  - a. Violation of the law.
  - b. Pre-existing knowledge (i.e. warrant)
  - c. Moving Traffic Violation.
  - d. Vehicle Traffic Enforcement (Equipment, Inspection or Registration).



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4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search verbally or by signing the form (PPD-020).
5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence.
  - a. Illegal drugs/drug paraphernalia.
  - b. Currency
  - c. Weapons
  - d. Alcohol
  - e. Stolen Property
  - f. Other
6. The reason for the search, including whether.
  - a. Consent.
  - b. Any contraband or other evidence was in plain view.
  - c. Any probable cause of reasonable suspicion existed to perform the search.
  - d. The search was performed as a result of an impound of the motor vehicle.
  - e. Incident to arrest or arrest by warrant.
7. 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 Penal Code, a violation of traffic law or City ordinance or an outstanding warrant and a statement of the offense charged.



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8. The street address or approximate location of the stop. Including type of roadway,
  - a. City Street
  - b. US Highway
  - c. County Road
  - d. Private Property or other.
9. Whether the officer issued a citation or a written or verbal warning as a result of the stop.
10. Whether the person contacted is a resident or non-resident of the City of Parker.
11. 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.
  - a. The location of the stop.
  - b. The reason for the stop.

B. The primary mechanism for collecting this data will be the Brazos eCitation reporting system. The modules of “eCitation” (Citations and Written Warnings) and “Stop Data” (Verbal Warnings) shall be used. Should this method fail, all required data should be reported to the Commander of the Administrative Services Division using Racial Profiling form PPD-008.

C. The Internal Affairs Investigator shall ensure all Racial Profiling Data is collected and reported to the Chief of Police. The data collected shall be compiled in an annual report covering the period of January 1 through December 31 of each year, shall be submitted to the governing body of the City of Parker no later than March 1 of the following year. The report will include:

1. A breakdown of citations by race or ethnicity.



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2. Number of citations that resulted in a search.
3. Number of searches that were consensual.
4. Number of citations that resulted in custodial arrest.
5. Public education efforts concerning the racial profiling complaint process.
6. A comparative analysis of the information compiled (under Article 2.133):
  - a. Evaluate and compare the number of motor vehicle stops, with the City of Parker, 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 Parker Police Department, categorized according to race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops with the City of Parker;
  - c. Evaluate and compare the number of searches resulting from motor vehicle stops within the City of Parker and whether contraband or other evidence was discovered in the course of those searches.
7. Information related to each complaint filed with the Parker Police Department alleging that a peace officer employed by the Parker Police Department has engaged in racial profiling.
8. Total number of officers who knew or did not know, the race/ethnicity of the individual before being detained.

D. 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 VIII C. 7. to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

E. 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



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the State for a civil penalty in an amount not to exceed \$5,000.00 for each violation. The Attorney General may be used to collect a civil penalty under this subsection.

F. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a traffic stop or arrest.

G. Racial Profiling Data will also be reported to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year, following the Commission prescribed format.

**IX. AUDIO AND VIDEO EQUIPMENT**

A. Each motor vehicle regularly used by this department to make motor vehicle stops shall be equipped with a mobile camera system capable of recording video and audio and each officer shall be equipped as well with a synced Digital Media Recorder (DMR).

B. For procedures for the proper use of audio and video equipment refer to General Order 112.013 Computer and Electronic Equipment Usage and Data Security Section VII. (Mobile Video Recording Systems) and Section VIII. {Digital Media Recorders (DMR)(Body Worn Camera)}

C. A supervisor shall have the authority to assign units with malfunctioning or inoperable mobile video equipment when situations dictate. Officers assigned to such units shall collect and document the information listed above for each motor vehicle stop on the Racial Profiling form (PPD-008). All documentation must be submitted to the Commander of the Administrative Services Division prior to the end of that tour of duty.

**X. REVIEW OF VIDEO AND AUDIO DOCUMENTATION (TPCA Standard 2.01)**

A. Each audio and video recording shall be retained for a minimum period of one hundred eighty (180) days, unless a complaint is filed alleging that an officer engaged in racial profiling with response to a motor vehicle stop. The Internal Affairs Investigator shall ensure that all audio and recordings are properly stored and retained in accordance with applicable laws and this General Order.



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- B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio / video recording shall be forwarded to the office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.
- C. The Uniformed Services Division Commander or his designee shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, in order to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (PPD-009)
  - 1. Written documentation shall include:
    - a. The name of the offices whose stops were reviewed.
    - b. The date(s) of the videos reviewed.
    - c. The date the actual review was conducted.
    - d. The name of the person conducting the review.
  - 2. The Uniformed Division Commander shall forward the required documentation to the Office of the Chief of Police.
  - 3. The Internal Affairs Investigator shall maintain a file of all video review documentation performed, in compliance with this General Order.
- D. In reviewing audio and video recordings, Uniformed Services Commander or his designee, shall seek to determine if the officer(s) reviewed have 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.

**XI. TRAINING (TPCA Standard 2.01)**

- A. Each peace officer employed by the department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of



Parker Police Department  
General Orders

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the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCOLE intermediate proficiency certificate, or who had held a peace officer license issued by TCOLE for at least two years, shall complete a TCOLE training and education program on racial profiling.

- B. The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT).

**XIII EFFECTIVE DATE**

- A. Any previous directive, rule, order or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) which occur prior to the effective date of this General Order.
- B. If any section, sentence, clause or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.
- C. All training in this General Order will be in accordance with General Order 101.001, Written Directive System, Chapter VIII, Training.
- D. The effective date is stated in the header block of this General Order.

# **Complaint Process: Informing the Public and Addressing Allegations of Racial Profiling Practices**



# Parker Police Department



## Racial Profiling Reporting System

**Gender:** Male      Female

### Race or Ethnicity: Circle One

**Race/Ethnicity known before Detained:** Y / N

W = White  
B = Black  
H = Hispanic or Latino  
A = Asian or Pacific Islander  
I = Alaska Native or American Indian

**Was Search Consented:** Y / N

**Was Search Conducted:** Y / N

### Reason for Stop: Circle One

Violation of the law.  
Pre-existing knowledge (i.e. warrant)  
Moving Traffic Violation  
Vehicle Traffic Enforcement (Equipment, Inspection or Registration)

### Reason for Search: Circle One

Consent  
Evidence or Contraband in Plain View  
Probable Cause / Reasonable Suspicion to perform search.  
Towing of Vehicle  
Incident to arrest or arrest warrant.

**Was Contraband or Evidence Located / Discovered:** Y / N

### Description of Contraband/Evidence:

Illegal drugs/drug paraphernalia  
Currency  
Weapons  
Alcohol  
Stolen Property  
Other

**Arrest Made as result of Stop / Search:** Y / N (If yes then Circle one below)

Penal code  
Traffic Law  
Ordinance  
Warrant  
Offense(s) Charged: \_\_\_\_\_



## Parker Police Department



### Racial Profiling Reporting System

Location of Stop: \_\_\_\_\_

Type of Roadway:

- City Street
- US Highway
- County Road
- Private Property or Other

Citation Issued: Y / N      Written Warning: Y / N      Verbal Warning: Y / N

Resident of City: Y / N

Did the officer use Physical Force: Y / N

Location of Stop: \_\_\_\_\_

Reason for the Stop: \_\_\_\_\_

## Racial Profiling Manual Reporting Form

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.
  - 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 his or her ability. Officers will not ask the individual to identify their race or ethnicity.
2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
3. The initial reason for the stop.
4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search, signing the form (PPD-020).
5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence.
6. The reason for the search, including whether.
7. Whether the officer made an arrest as a result of the stop or the search.
8. The street address or approximate location of the stop.
9. Whether the officer issued a citation or a written warning as a result of the stop.
10. Whether the person contacted is a resident or non-resident of the City of Parker.



## Parker Police Department



### Video/Audio Review (Racial Profiling)

A randomly selected sampling of video and audio recordings, made recently by Officers employed by the Department, will be reviewed to determine if patterns of Racial Profiling exist.

In reviewing video and audio recordings, the Internal Affairs Investigator or his designee, shall seek to determine if the Officer(s) reviewed have engaged in a pattern of Racial Profiling as described in Special Order 500 XI (A-D).

**These reviews shall be conducted weekly and documented below:**

**Date(s) of Video: From: \_\_\_\_\_ To: \_\_\_\_\_ Unit Number: \_\_\_\_\_**

**1) Name of Officer(s) reviewed:**

A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

**2) Review By: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_**  
Printed Name

**3) Notes: (Any findings of Racial Profiling or Violations of Policy)**

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Reviewing Officer Signature

\_\_\_\_\_  
Date

Chief of Police

\_\_\_\_\_  
Date



## Parker Police Department



### Video/Audio Review (Racial Profiling)

A randomly selected sampling of video and audio recordings, made recently by Officers employed by the Department, will be reviewed to determine if patterns of Racial Profiling exist.

In reviewing video and audio recordings, the Internal Affairs Investigator or his designee, shall seek to determine if the Officer(s) reviewed have engaged in a pattern of Racial Profiling as described in Special Order 500 XI (A-D).

**These reviews shall be conducted monthly by Internal Affairs and documented below:**

**Date(s) of Video: From: \_\_\_\_\_ To: \_\_\_\_\_ Unit Number: \_\_\_\_\_**

**1) Name of Officer(s) reviewed:**

A) \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

**2) Review By: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_**  
Printed Name

**3) Notes: (Any findings of Racial Profiling or Violations of Policy)**

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\_\_\_\_\_  
Reviewing Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date



# Parker Police Department



## VOLUNTARY CONSENT TO SEARCH

**State of Texas**

**County of Collin**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, have been informed of my rights not to have a search made of the premises and the property owned by me and/or under my care, custody and control, hereinafter stated, without a search warrant and of my right to refuse to consent to such a search and my right to consult with an attorney before waiving my right to refuse said search, I hereby authorize \_\_\_\_\_ and \_\_\_\_\_ known to me as Police Officers with the Parker Police Department, Collin County, State of Texas, to conduct a complete search of said premises and property including all locations, all buildings, all out buildings and all vehicles, both inside and outside of said premises and property located at

\_\_\_\_\_, \_\_\_\_\_, Collin County, Texas, and these Police Officers are hereby authorized by me to take from my premises and property any letters, papers, materials, instruments, tools or any other property or thing which they may desire as evidence for criminal prosecution in the case or cases they are investigating.

This written permission to search without a search warrant is being freely given by me to the above Officer(s) voluntarily, understanding my rights to refuse and, at any time, may withdraw my consent for said search without being threatened, promised or coerced in any way.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_

Home/Cell Phone: \_\_\_\_\_

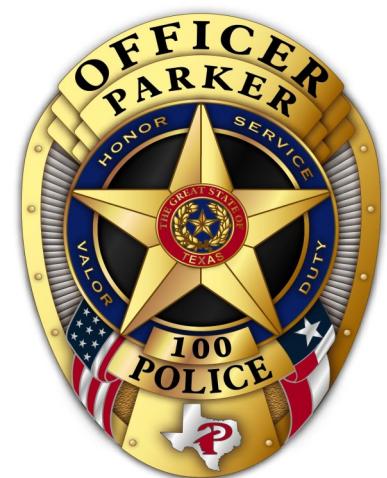
Business Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_



# CITY OF PARKER POLICE DEPARTMENT

## PERSONNEL COMPLAINT PROCESS



**CITY OF PARKER  
PARKER POLICE DEPARTMENT  
5700 E. PARKER ROAD  
PARKER, TEXAS 75002  
(972) 442-6999  
(972) 429-7013  
[www.parkertexas.us/117/Police](http://www.parkertexas.us/117/Police)**

Select "Commending or Complaints"

**RICHARD D. BROOKS  
CHIEF OF POLICE**

Your Police Department is made up of individuals who are dedicated to serving you and our community with Professional and Ethical Law Enforcement Services. The Police Department will take action should an employee be found derelict in their duties or sustained in wrongdoings. Equally, we encourage you to tell the Employee(s), a Police Supervisor or the Chief of Police of any outstanding performances that you observed.

## How to File a Complaint

**PPD-013**

The Parker Police Department is dedicated to providing the best Police Services possible to the residents and visitors of the City. Police Employees are carefully selected and given the best training available in order to provide Professional Services. However, you may have occasion to lodge a complaint in reference to the actions of a member of the Parker Police Department. In Order to be responsive to you, we are providing the following guidelines on how complaints should be made, how they are investigated and their results.

## HOW ARE COMPLAINTS MADE?

Any person wishing to make a complaint may do so by coming to the Parker Police Department located at 5700 E. Parker Rd Parker, Texas 75002 or by visiting the department's website at [WWW.ParkerTexas.us](http://WWW.ParkerTexas.us). Complaints can be reported 24-hours a day to any member of the department or from 8:00am–5:00pm weekdays to the Chief of Police or members of the Internal Affairs Unit.

TEXAS STATE LAW (Government Code 614.022) requires that all complaints against Police Officers be in writing and signed by the person making the complaint. Just as Citizens who are arrested must be notified of the charges against them, Police Officers must be given copies of the complaints before any disciplinary action may be taken. The person who claims to be aggrieved must make the complaint. Other persons involved in the incident may give statement as witnesses.

Traffic Tickets issued or differences of opinion between Police Officers and Citizens over the issuance of Traffic Tickets for the guilt or innocence of persons arrested will not be investigated unless there are specific allegations of misconduct against members of the department.

The Parker Police Department prohibits its Officers from engaging in Racial Profiling. A person wishing to make a complaint in reference to alleged Racial Profiling by a Parker Police Officer should follow the complaint process outlined in this document.

People who intentionally make false complaints or allegations against Police Officers violate Chapter 37 of the Texas Penal Code. Texas law provides punishment for an individual adjudged guilty of committing an offense if, with intent to deceive and with knowledge of the statement meaning, he / she makes a false statement under oath or swears to the truth of the statement previously made; and the statement is required or authorized by law to be made under oath.

A person who commits an offense under this section can be charged with offenses ranging from a Class B Misdemeanor to a Felon of the Third Degree. Punishments can range from confinement to 180 days in jail to 10 years of imprisonment and a fine not to exceed \$10,000.

## WHAT HAPPENS WHEN A COMPLAINT IS FOUND TO BE TRUE?

When the investigation of a complaint reveals that the charges are true, and should be sustained against a Police Employee, the Chief of Police notifies the employee and may take one of the following actions, depending on the nature of the violation:

- Reprimand the employee;
- Suspend the employee without pay;
- Demote the employee; or
- Discharge the employee

## WHAT HAPPENS IF THE COMPLAINT IS NOT TRUE?

Police employees must be afforded certain rights the same as with all citizens and complaints must be supported by sufficient evidence. If there is not sufficient evidence to sustain the complaint, the Officer is notified and continues on duty. If he / she were removed from duty during the investigation, the employee will be paid for that period.

## OFFICERS CAN APPEAL THE DECISION

Just as citizens charged with criminal offenses can appeal a court's decision, Police Employees are afforded the right to appeal the actions taken against them. The City of Parker has established procedures for employees to follow in their appeals, just as the Police Department has established procedures for ensuring that complaints by citizens against Police Employees are thoroughly and impartially investigated.

## WHAT IF YOU ARE NOT SATISFIED WITH THE DECISION?

If you are not satisfied with the results of the investigation, by Internal Affairs, you may appeal to:

- The Office of the Chief of Police, located at the Parker Police Department;
- The Collin County District Attorney located at the Collin County Courthouse 2100 Bloomdale Suite 100 McKinney, Texas 75071 (972) 548-4323; or
- The office of the Federal Bureau of Investigation located at 2801 Network Boulevard Suite 710 Frisco, Texas 75034 (214) 705-7000

The Parker Police Department is vitally concerned with the welfare of all residents and visitors of Parker. The Police Department will take action where employees have been proven derelict in their duties or are guilty of wrongdoing.

Likewise, if you see an employee doing an outstanding job, tell the employee or the Chief of Police. Your Parker Police Department is made up of individuals who are dedicated to serving you and our community.



**CIUDAD DE PARKER**  
**DEPARTAMENTO DE POLICÍA PARKER**  
**5700 E. PARKER ROAD**  
**PARKER, TEXAS 75002**  
**(972) 442-6999**  
**(972) 429-7013**  
**[www.parkertexas.us/117/Police](http://www.parkertexas.us/117/Police)**

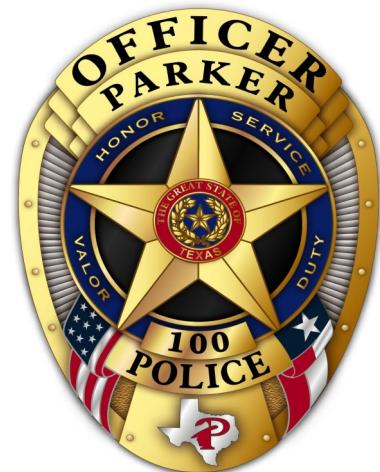
Seleccionar "Commanding or Complaints"

**RICHARD D. BROOKS**  
**JEFE DE LA POLICÍA**

El Departamento de Policía está compuesta de personas que se dedican a usted y a nuestra comunidad de profesionales y éticos servicios encargados de hacer cumplir la ley. El Departamento de Policía tomará medidas si un empleado se encuentran abandonados en sus funciones o en actos indebidos. Igualmente, le animamos a que se avise al empleado(s), un policía Supervisor o Jefe de la policía de los espectáculos que se ha observado.

## **CIUDAD DE PARKER** **DEPARTAMENTO DE POLICÍA**

### **PROCESO DE QUEJA PERSONAL**



### **Cómo presentar una queja**

**PPD-013A**

El Departamento de Policía Parker se dedica a proveer los mejores servicios de policía posible a los residentes y visitantes de la ciudad. Los agentes de policía son cuidadosamente seleccionados y con la mejor formación disponible con el fin de proporcionar servicios profesionales. Sin embargo, usted puede presentar una queja con referencia a la acción de un miembro del Departamento de Policía Parker. Con el fin de responder a usted, estamos ofreciendo los siguientes directrices sobre cómo quejas deben ser hechas, cómo éstos son investigados y sus resultados.

## ¿CÓMO SON LAS QUEJAS?

Cualquier persona que desee presentar una denuncia puede hacerlo al llegar a la Policía Parker Departamento ubicado en 5700 E. Parker Rd Parker, Texas 75002 o visitando el sitio en la red del departamento de [WWW.ParkerTexas.us](http://WWW.ParkerTexas.us). Las quejas pueden ser informado 24 horas del día para cualquier miembro del departamento o de 8:00am-5pm en la semana al Jefe de la policía o los miembros de la Unidad de Asuntos Internos.

LEY ESTATAL DE TEXAS (Código de Gobierno 614.022 ) requiere que todas las denuncias contra agentes de la Policía que por escrito y firmado por la persona que hace la denuncia. Al igual que los ciudadanos que sean detenidos deben ser notificados de los cargos contra ellos, los oficiales de la policía se le dara copia de las quejas que se presentan ante cualquier medida disciplinaria puede ser tomado. La persona que afirma ser agraviado debe hacer la denuncia. Otras personas involucradas en el incidente puede dar declaración en calidad de testigos.

Multas de tráfico o las diferencias de opinión entre los policías y los ciudadanos respecto de la emisión de multas de tráfico para la culpabilidad o inocencia de las personas detenidas no se investigará si no hay denuncias concretas de conducta contra los miembros del departamento.

El Departamento de Policía Parker prohíbe a sus funcionarios de participar en perfiles raciales. Una persona que deseen hacer compatible en referencia a las supuestas perfilado racial por un agente de la Policía Parker debe seguir el proceso de quejas expuestas en este documento.

Personas que intencionalmente falsas denuncias o acusaciones contra los policías violan el Capítulo 37 del Código Penal de Texas. El Senado aprobó un proyecto de ley prevé una sanción a una persona declarada culpable de cometer un delito si, con la intención de engañar y con el conocimiento de la declaración es decir, él / ella hace una declaración falsa bajo juramento o es adepta a la verdad de la declaración formulada anteriormente; y la declaración es requerido o autorizado por la ley para ser hecho bajo juramento.

La persona que comete un delito en virtud de esta sección puede ser acusado de delitos que van desde un delito Clase B a un delincuente en tercer grado. Las sanciones pueden ir desde su confinamiento en 180 días en prisión a 10 años de cárcel y una multa que no excede los \$10,000 .

## ¿QUÉ SUCEDE CUANDO UNA RECLAMACIÓN SE ENCUENTRA PARA SER VERDAD?

- Cuando la investigación de una denuncia revela que las acusaciones son verdaderas, y es sostenido contra un agente de policía, el Jefe de la Policía notifica a los empleados y pueden adoptar una de las siguientes acciones, dependiendo de la naturaleza de la infracción:
- Amonestación el empleado
- Suspender el empleado sin pagar.
- Degradar el empleado; o
- Descarga del empleado

## ¿QUÉ SUCEDE SI LA DENUNCIA NO ES CIERTA?

Los empleados de la policía deben tener ciertos derechos al igual que con todos los ciudadanos y las quejas deben ser apoyada por pruebas suficientes. Si no hay suficiente evidencia para sustentar la denuncia, el funcionario se le notifica y continúa en el cumplimiento de su deber. Si él / ella se retiró de su cargo durante la investigación, el empleado será pagado por ese período.

## LOS OFICIALES PUEDEN APELAR LA DECISIÓN

Al igual que los ciudadanos acusados de delitos penales pueden apelar una decisión de la corte, los empleados de la policía se les concede el derecho a apelar las medidas adoptadas contra ellos. La ciudad de Parker ha establecido procedimientos para que los empleados sigan en sus llamamientos, al igual que el Departamento de Policía ha establecido procedimientos para garantizar que las denuncias de los ciudadanos contra los agentes de policía son investigación exhaustiva e imparcial.

## ¿QUÉ PASA SI USTED NO ESTÁ SATISFECHO CON LA DECISIÓN?

Si usted no está satisfecho con los resultados de la investigación, llevada a cabo por Asuntos Internos, usted puede apelar a:

- La Oficina del Jefe de la Policía, situado en el Departamento de Policía Parker.
- El Condado de Collin Fiscal de Distrito ubicado en el Condado de Collin Bloomdale Courthouse 2100 Suite 100 McKinney, Texas 75071 (972) 548-4323; o
- La oficina de la Oficina Federal de Investigación en Red 2801 Boulevard Suite 710 Frisco, Texas 75034 (214) 705-7000

El Departamento de Policía Parker tiene un interés vital en el bienestar de todos los residentes y visitantes de Parker. El Departamento de Policía tomará medidas cuando los empleados han sido negligentes en el desempeño de sus funciones o culpables de haber cometido infracciones.

Del mismo modo, si usted ve un empleado haciendo un trabajo sobre-saliente, dígale al empleado o el Jefe de la policía. El Departamento de Policía Parker se compone de personas que se dedican a usted y a nuestra comunidad.

## **Informing the Public on the Process of Filing a Racial Profiling Complaint with the Parker Police Department**

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a racial profiling complaint. In an effort to comply with this particular component, the Parker 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 complaint on a racial profiling violation by a Parker Police officer. 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.

# **Racial Profiling Training**

## **Racial Profiling Training**

Since 2002, all Parker 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 Parker Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Parker has been included in this report.

It is important to recognize that the Chief of the Parker 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 Parker Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

**Racial Profiling**  
**Course Number 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 Complaints**

## Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/17---12/31/17, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

X

A check above indicates that the Parker Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/17 ---- 12/31/17.

## Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint No.	Alleged Violation	Disposition of the Case

### **Additional Comments:**

# **Tables Illustrating Traffic and Motor Vehicle-Related Contacts**

## **Tier 1 Data**

## **(I) Tier 1 Data**

### **Motor Vehicle-Related Contact Information (1/1/17—12/31/17)**

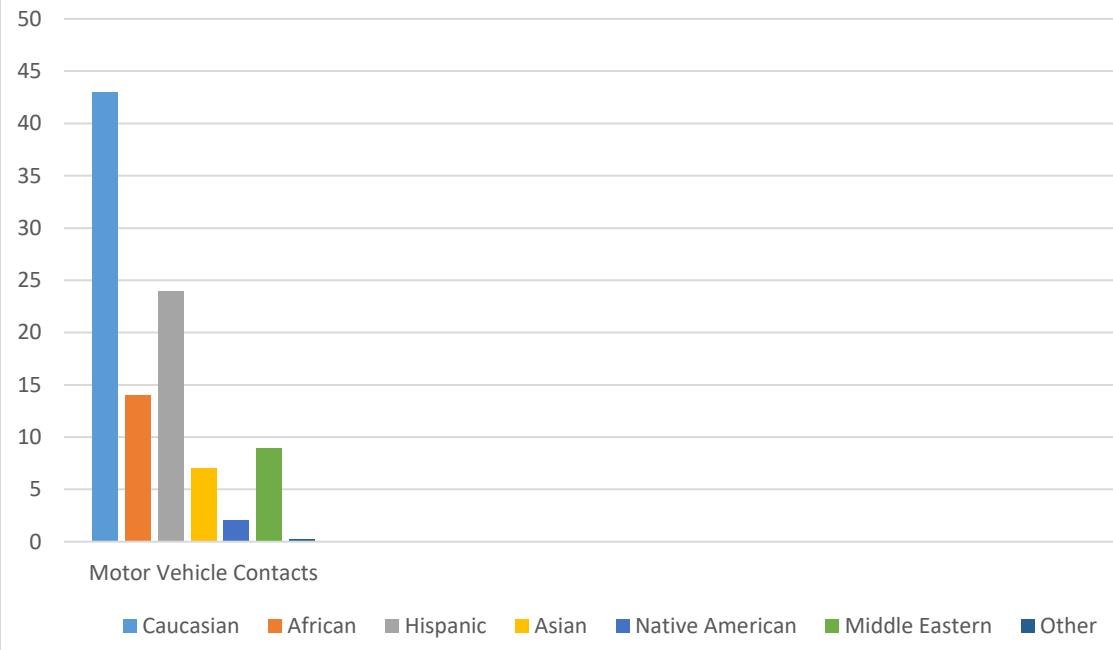
<b>Race/Ethnicity*</b>	<b>Contacts</b>		<b>Searches</b>		<b>Consensual Searches</b>		<b>PC Searches</b>		<b>Custody Arrests</b>	
	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>	<b>N</b>	<b>%</b>
<b>Caucasian</b>	399	43	4	40	1	50	3	37	2	40
<b>African</b>	126	14	3	30	1	50	2	25	1	20
<b>Hispanic</b>	224	24	3	30	0	0	3	37	2	40
<b>Asian</b>	63	7	0	0	0	0	0	0	0	0
<b>Native American</b>	22	2	0	0	0	0	0	0	0	0
<b>Middle Eastern</b>	83	9	0	0	0	0	0	0	0	0
<b>Other</b>	2	.2	0	0	0	0	0	0	0	0
<b>Total</b>	919	100	10	100	2	100	8	100	5	100

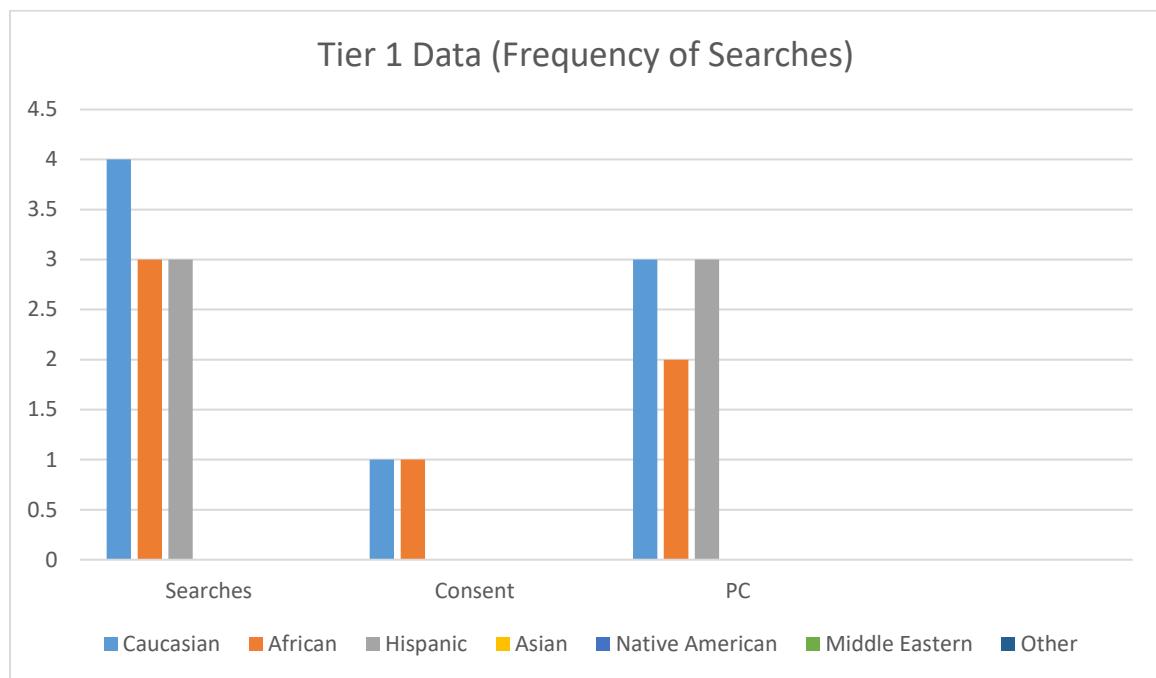
“N” represents “number” of traffic-related contacts

\* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American or Middle Eastern”.

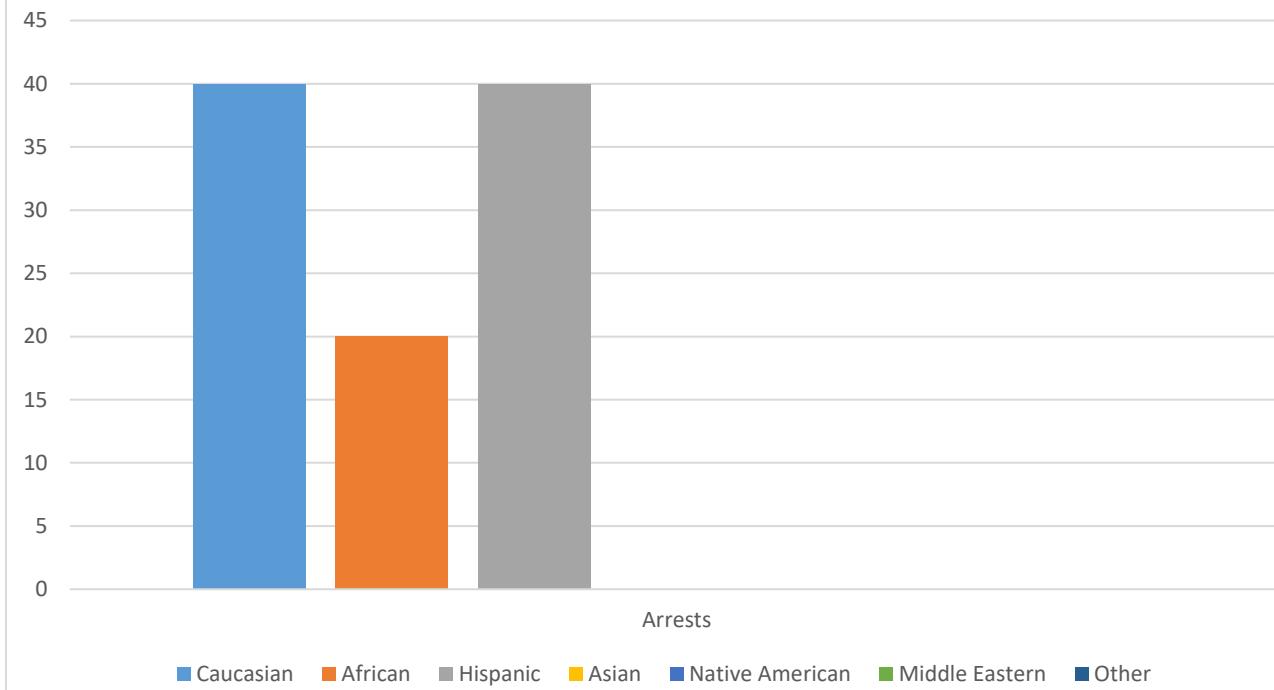
\*\*Figure has been rounded

### Tier 1 Data (Motor Vehicle Contacts in Percentages)





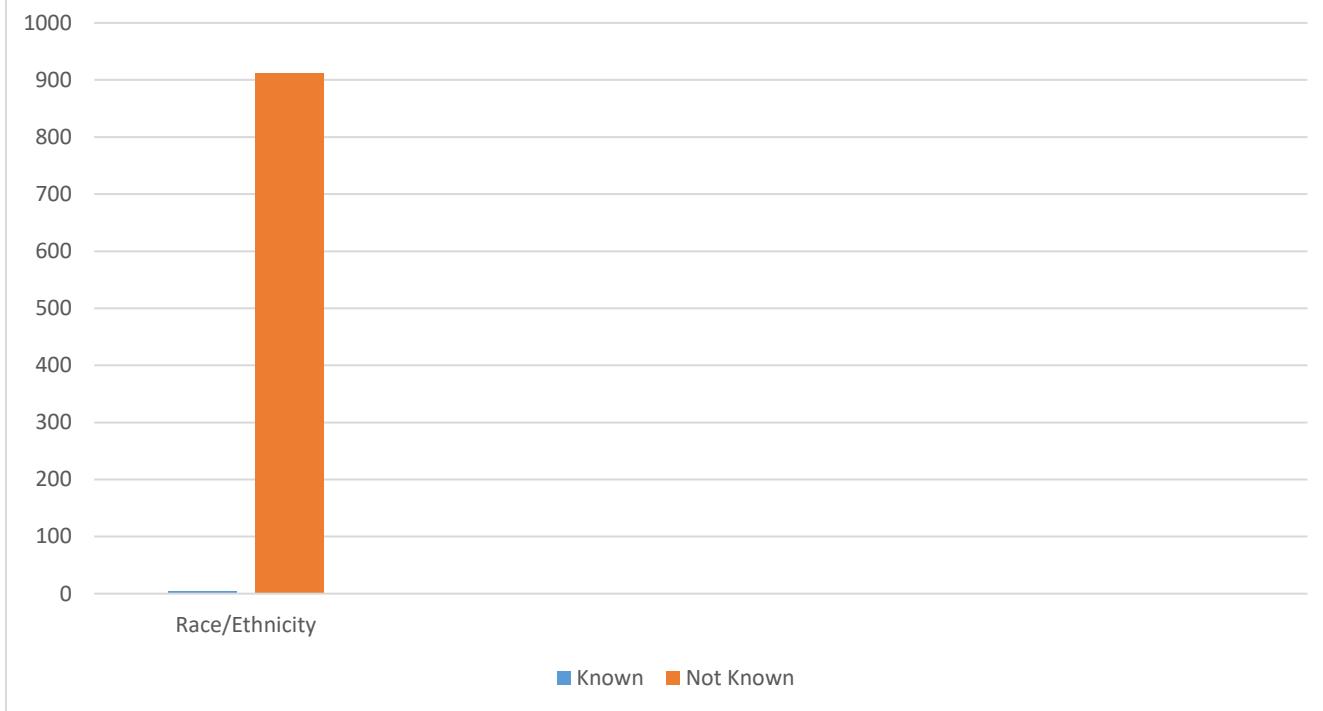
### Tier 1 Data (Arrests in Percentages)



Total Number of Instances where Officers Knew/did not Know Race/Ethnicity of Individuals Before Being Detained (1/1/17--12/31/17)

<b>Total Number of Instances where Officers <u>Knew</u> Race and Ethnicity of Individuals Before Being Detained</b>	<b>Total Number of Instances where Officers <u>Did Not Know</u> the Race and Ethnicity of Individuals Before Being Detained</b>
4	912

### Known Race/Ethnicity (Frequencies)



## **Tier 1 (Partial Exemption TCOLE Form)**

## **Partial Exemption Racial Profiling Reporting (Tier 1)**

**Department Name** Parker Police Department

**Agency Number** 085217

**Chief Administrator Name** Chief Richard Brooks

**Reporting Name** Captain Kenneth Price

**Contact Number** 972-442-0333

**E-mail Address** kprice@parkertexas.us

### **Certification to Report 2.132 (Tier 1) – Partial Exemption**

**Policy Requirements (2.132(b) CCP):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 stops in which a citation 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; 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 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.

These polices are in effect



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Chief Administrator Date

# Partial Exemption Racial Profiling Reporting

(Tier 1)

## Video and Audio Equipment Exemption

Partial Exemption Claimed by (2.135(a) CCP):

all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

OR

In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this exemption



01/17/2018

Chief Administrator Date

## **Partial Exemption Racial Profiling Reporting (Tier 1)**

(This is the TCLEOSE recommended form. The form is not mandatory. The information contained in this form, however, is mandatory. You may use your form, but all information must be provided.)

**If you claim a partial exemption you must submit a report that contains the following data or use this format to report the data.**

**Instructions: Please fill out all boxes. If zero, use 0.**

- 1. Total on lines 4, 11, 14, and 17 Must be equal**
- 2. Total on line 20 Must equal line 15**

### **Number of Motor Vehicle Stops:**

1. \_\_914\_citation only
2. \_\_1\_arrest only
3. \_\_4\_both
4. \_\_919\_Total

### **Race or Ethnicity:**

5. \_\_126\_African
6. \_\_63\_Asian
7. \_\_401\_Caucasian
8. \_\_224\_Hispanic
9. \_\_83\_Middle Eastern
10. \_\_22\_Native American
11. \_\_919\_Total

**Race or Ethnicity Known Prior to Stop?**

12.\_7\_\_Yes

13.\_912\_\_No

14.\_919\_Total

**Search Conducted:**

15.\_10\_\_Yes

16.\_909\_\_No

17. \_919\_Total

**Was Search Consented?**

18.\_2\_\_Yes

19.\_8\_\_No

20.\_10\_\_Total Must Equal # 15

## **Option to submit required data by utilizing agency report**

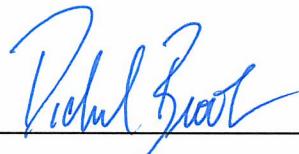
**You must submit your report in PDF format**

### **Electronic Submission of data required by 2.132(b)(6) CCP**

(6) require collection of information relating to motor vehicle stops in which a citation 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; and

This report meets the above requirements



Chief Administrator

01/17/2018

Date

***Send entire documents electronically to this website***

**[www.tcole.texas.gov](http://www.tcole.texas.gov)**

# **Tier 1 Baseline Comparison (Fair Roads Standard)**

## **(II) Motor Vehicle-Contacts and Fair Roads Standard Comparison**

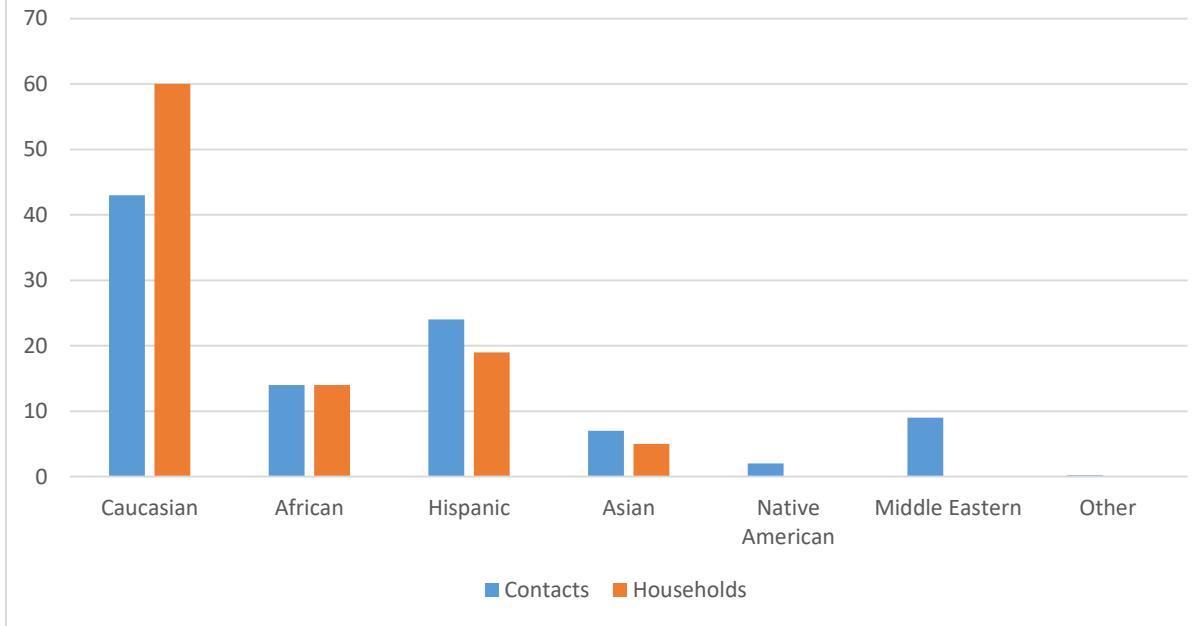
Comparison of motor vehicle-related contacts with households in DFW that have vehicle access (in percentages). (1/1/17—12/31/17)

<b>Race/Ethnicity*</b>	<b>Contacts (in percentages)</b>	<b>Households with vehicle access (in percentages)</b>
<b>Caucasian</b>	43	60
<b>African</b>	14	14
<b>Hispanic</b>	24	19
<b>Asian</b>	7	5
<b>Native American</b>	2	N/A
<b>Middle Eastern</b>	9	N/A
<b>Other</b>	.2	N/A
<b>Total</b>	100	98**

\* Race/Ethnicity are defined by Senate Bill 1074 as being of a “particular descent, including Caucasian, African, Hispanic, Asian, Native American and Middle Eastern”.

\*\*Represents rounded figure

### Motor Vehicle Contacts and Households (Percentages) 2017



# **Analysis and Interpretation of Data**

## Analysis

In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. That is, the 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<sup>st</sup> of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individual before detaining them. Further, it is required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and presenting this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

The Texas Racial Profiling Law also requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact 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 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 stated previously, in 2009, the Texas Legislature passed House Bill 3389, which modified the existing Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These most recent changes include, but are not exclusive of, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it requires police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law requires adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year. I am pleased to inform you that these additional requirements have been addressed, since 2009, by the Parker Police Department as it is demonstrated throughout this report.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement but standardized the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. That is, the most significant legislative act in Texas history regarding future data requirements on law enforcement contacts, became law and effective January 1, 2018. All future reports will contain more extensive data entries and analysis as well as records regarding audits and the analysis of searches, as required by law.

In an effort to comply with The Texas Racial Profiling Law, the Parker Police Department commissioned the analysis of its 2017 motor vehicle contact data. Thus, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2017 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Caucasians, African Americans, Hispanics, Asians, Native Americans, Middle Easterners and individuals belonging to the “other” category, that came in contact with the police in the course of a motor vehicle related contact, and were either issued a citation or arrested. Further, the analysis included information relevant to the number and percentage of searches (table 1) while indicating the type of search performed (i.e., consensual or probable cause). Also, the data analysis included the number and percentage of individuals who, after they came in contact with the police for a motor vehicle-related reason, were arrested.

The additional data analysis performed was based on a comparison of the 2017 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, it should be noted 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 Parker Police Department opted to adopt, as a baseline measure, the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2010) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It is clear that 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 of the fact they may or may not be 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 Parker Police Department in 2017 but live outside city limits. In some cases, 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.

Since 2002, several civil rights groups in Texas expressed their desire 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). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, the Parker Police Department made a decision that it would use 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 1 (2017) Motor Vehicle-Related Contact Analysis

When analyzing the Tier 1 data collected in 2017, it was evident that most motor vehicle-related contacts were made with Caucasian drivers. This was followed by Hispanic and African American drivers. With respect to searches, most of them were performed on Caucasian drivers. This was followed by African Americans and Hispanics. It is important to note that the arrest data revealed that Caucasian and Hispanic drivers were arrested the most in motor vehicle-related contacts.

## Fair Roads Standard Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in DFW who indicated, in the 2010 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of individuals of Hispanic and Asian descent that came in contact with the police was higher than the percentage of Hispanic and Asian households in DFW that claimed, in the 2010 census, to have access to vehicles. With respect to Caucasians and African Americans, the same or a lower percentage of contacts were detected. That is, the percentage of Caucasian and African American drivers that came in contact with the police in 2017 was the same or lower than the percentage of Caucasian and African American households in DFW with access to vehicles.

## Summary of Findings

The comparison of motor vehicle contacts showed that the Parker Police Department came in contact (in motor vehicle-related incidents) with the same or a smaller percentage of Caucasian and African American drivers than the percentage that resided in DFW and had access to vehicles. Further, the data suggested that the percentage of Hispanic and Asian drivers that came in contact with the police in 2017 was higher than the percentage of Hispanic and Asian households in DFW with access to vehicles. In addition, the data showed that in a large number of instances, officers did not know the race or ethnicity of individuals before detaining them, when compared to instances where officers knew the race/ethnicity of individuals before they were detained.

While considering the findings made in this analysis, it is recommended that the Parker 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; particularly Hispanics and Asians. Although this additional data may not be required by state law, it is likely to provide insights regarding the nature and outcome of all motor vehicle contacts made with the public.

As part of this effort, the Parker Police Department is now required by law to:

- 1) Perform an independent search analysis on the search data collected throughout 2018.
- 2) Commission data audits in 2017 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The Parker Police Department has complied with the Texas Racial Profiling Law.

# **(III) Summary**

# Checklist

## Checklist

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

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Parker 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 complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data (Tier 1) that includes information on
  - a) Race and ethnicity of individual detained
  - b) Whether a search was conducted
  - c) If there was a search, whether it was a consent search or a probable cause search
  - d) Whether a custody arrest took place
- 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 1) and present this to local governing body and TCOLE by March 1, 2018.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

# Contact Information

## **Contact Information**

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

Del Carmen Consulting, LLC  
817.681.7840  
[www.texasracialprofiling.com](http://www.texasracialprofiling.com)  
[www.delcarmenconsulting.com](http://www.delcarmenconsulting.com)

**Disclaimer:** The author of this report, Alejandro del Carmen/del Carmen Consulting, LLC, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



## Council Agenda Item

Item 4  
C Sec Use Only

Budget Account Code:	N/A	Meeting Date:	February 6, 2018
Budgeted Amount:	N/A	Department/ Requestor:	Finance
Fund Balance-before expenditure:	N/A	Prepared by:	Finance/H.R. Manager Boyd
Estimated Cost:	N/A	Date Prepared:	January 12, 2018
Exhibits:	Auditor will provide copies of the final Audit prior to his presentation		

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ANNUAL AUDIT REPORT. [BOYD]

### SUMMARY

Jon Watson with BrooksWatson, PLLC will present the final audit results to Council.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:	<i>Johanna Boyd</i>	<i>JB</i>	Date: 01/12/2018
City Attorney:			Date:
City Administrator:	<i>Jeff Flanigan</i>	<i>JF</i>	Date: 02/02/2018



# Council Agenda Item

Item 5  
C Sec Use Only

Budget Account Code:	Meeting Date:	February 6, 2018
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Attorney Shelby
Estimated Cost:	Date Prepared:	January 26, 2018
Exhibits:	• Proposed Resolution and Exhibit A	

## AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2018-563, APPROVING A CONTRACT FOR ARCHITECTURAL SERVICES WITH RANDALL SCOTT ARCHITECTS. [SHELBY]

## SUMMARY

The Architect RFQ was advertised through Texas Municipal League (TML) and placed on the City's website in April, 2017. City Council heard presentations from both finalist September 19, 2017. At the September 28, 2017 City Council meeting, selection was tabled for additional review by the City Engineer and on October 24, 2017, City Council voted 3-1 (Levine, Pettle, and Standridge – Meyer) to authorize negotiations with Randall Scott Architects, Inc. for a new municipal complex. Please review the information provided.

## POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	<i>Brandon S. Shelby</i>	Date:	01/26/2018 via email
City Administrator:	<i>Jeff Flanigan</i>	Date:	02/02/2018

**RESOLUTION NO.**  
*(Agreement for Architectural Services)*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN THE CITY OF PARKER AND RANDALL SCOTT ARCHITECTS, INC FOR PARKER CITY HALL, MUNICIPAL COURT, AND POLICE COMPLEX.**

**WHEREAS**, the City of Parker (“City”) desires to obtain professional architectural services for a new City Hall, Municipal Court, and Police Complex; and

**WHEREAS**, the City has acted in accordance with the requirements of Section 2254.001 et seq, of the Texas Government Code, cited as the Professional Services Procurement Act, in selecting the architectural firm of Randall Scott Architects, Inc.; and

**WHEREAS**, the City, after careful consideration and negotiation, does hereby wish to approve and authorize the Mayor to enter a professional services agreement between owner and architect with Randall Scott Architects (“Agreement”) attached hereto as Exhibit A and incorporated herein as if fully set forth along with its attached Exhibits;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1.** The City Council approves the Agreement cited above and attached hereto.

**SECTION 2.** The Parker City Council authorizes the Mayor to execute the Agreement with Randall Scott Architects, Inc., and all other necessary documents in connection therewith on behalf of the City of Parker. A copy of the Agreement is attached to this Resolution as Exhibit A.

**DULY RESOLVED** by the City Council of the City of Parker, Collin County, Texas on this the 6th day of February, 2018, effective this date.

APPROVED:  
CITY OF PARKER

Z Marshall, Mayor

ATTEST:

---

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

Proposed

Resolution No.  
*(Architectural Services)*



**EXHIBIT A TO THE  
AIA B101-2007 OWNER ARCHITECT AGREEMENT**

November 13, 2017

Mr. Jeff Flanigan  
City Manager  
City of Parker  
5700 Parker Rd.  
Parker, Texas 75002

**RE: PROPOSAL TO PROVIDE SITE ASSESSMENT, NEEDS ASSESSMENT AND A/E DESIGN SERVICES FOR A CITY HALL & POLICE COMPLEX FOR THE CITY OF PARKER, TEXAS**

**I. PROJECT SCOPE**

This proposal is submitted by Randall Scott Architects, Inc. (hereinafter referred to as RSA or Architect) to the City of Parker (herein after referred to as the City, Owner or Client) to provide Site Assessment, Needs Assessment and full A/E Design Services for a new City Hall and Police Complex for the City of Parker, TX on August 3, 2017.

**A. PROJECT CRITERIA**

**1. OVERVIEW**

The following overview of the project requirements has been conveyed to RSA by the City in its Request for Qualifications and in a subsequent meeting between RSA and Jeff Flanigan, City Manager, for the City of Parker:

- a. The project scope includes a new City Hall, Municipal Court and Police Facilities.
- b. The use of a construction manager at risk (CMAR) delivery is anticipated by the City.
- c. Initial planning phase cost estimates are to be provided by the Architect.
- d. Square footage needs are estimated by City staff to be approximately:
  - i. 16,000 – 18,000 GSF for the new City Hall/Municipal Court
  - ii. TBD for Police Facility
- e. The Construction Cost Limitation (CCL) and Total Project Cost (TPC) for this project will be determined as part of a Facility Needs Assessment.
- f. The Police Facility will not include detention nor dispatch as part of the scope.
- g. Provide for City administration offices
- h. Provide public parking as required.
- i. Approximately 60% of the existing municipal complex campus is within the 100-year flood plain. According to information obtained by RSA from the City, the storm water level cannot be raised at all above its current level. Therefore, the building will have to be constructed out of the flood plain or else the storm water capacity will have to be enlarged which involves quite a bit of time and engineering fees.

## **2. SITE FEASIBILITY STUDY**

- a. A site analysis and feasibility study for the current City Hall site shall be provided as part of the project scope. The site shall consist of:
  1. New buildings for City Hall and Police (Option 1).
  2. A single building for City Hall and Police combined (Option 2).
- b. The Site Assessment/Needs Assessment Study scope of work shall determine whether a single building or separate buildings for the City Hall/Municipal Court and Police Facility are in the best interest of the City.
- c. The study shall include evaluation of available space for siting the proposed facilities, setbacks, line of sight issues, height restrictions, etc.
- d. The Design Team shall work with Staff to assess the availability and suitability of existing utilities and infrastructure to support the new buildings. This work will be done by the Design Team utilizing available information from the City and local utilities companies. Engineers and surveyors will not be engaged to accomplish this work.

## **3. NEEDS ASSESSMENT**

- a. Prepare a thorough and complete evaluation of the City Hall, Municipal Court and Police Department space needs.

## **4. CONCEPTUAL DESIGN**

- a. Provide a conceptual design for the new City Hall, Municipal Court and Police facilities.

## **5. OTHER CRITERIA**

- a. It is estimated that the Facility Needs Assessment, Design, Construction Documents, Bidding and Construction for this project will take approximately 25-26 months to complete resulting in Owner occupancy approximately the first quarter of 2020. Occupancy by this date would be contingent on a signed AIA B101 Owner Architect Agreement being in place with Notice to Proceed being provided to RSA no later than December 1, 2017.
- b. It is not the City's intent to make this a LEED certified building.
- c. Parker's current population is approximately 5,000 people as of the date of this proposal. Estimated growth is approximately 75 residences per year. There is no commercial space in the City limits.
- d. RSA recommends that City Staff, Council and the Architectural Team attend a benchmarking tour to visit City Hall, Municipal Court and Police Facilities prior to beginning the Facility Needs Assessment and design work.
- e. The funding for this project has not been appropriated. The type of funding mechanism to be used on this project is to be determined.

## **II. PRE-DESIGN PHASE SERVICES**

### **A. NEEDS ASSESSMENT & PROGRAM OF REQUIREMENTS (POR)**

1. Needs Assessment/Programming services to be provided by RSA shall consist of the following:
  - a. **Meet with Staff, Council and other key departmental individuals (Project Stakeholders)** to introduce the Project Team and gain an overall understanding of the City's scope, needs and goals for the project.
  - b. **Attend Benchmarking Tours** of peer municipal facilities containing City Hall, Municipal Court and Police facilities with Staff (and Council if desired) to observe and critique those facilities.
  - c. Prepare a Needs Assessment Questionnaire for distribution to the Project Stakeholders (City Administration, Department Heads and interested Council members) requesting information for

each department/space within the facility, and staff forecasts for FTE's/FF&E/Space needs for the next 20 years calculated in 5-year intervals. RSA will **meet with the Stakeholders** to explain the information needed on the Questionnaires.

- d. Research available census data and other metrics to forecast population growth and demographics for the City over the next 20 years.
- e. **Hold Focus Group Meetings (Workshop # 1)** with the Project Stakeholders to review the Questionnaire metrics and quantify the spacial, functional, equipment, adjacency, environmental, technology and sustainability requirements for each of the spaces within the new City Hall, Municipal Court and Police facilities.
- f. Prepare a preliminary **Program of Requirements (POR)** listing each of the requested spaces and their specific metrics.
- g. Prepare Area Summary Spreadsheets delineating the total net square footage, grossing factors and total gross square footage requirements by department for 5, 10, 15 and 20 year horizons. This will serve to document the expansion needs to accommodate future growth in the City.
- h. Prepare test fit drawings for critical areas of the project such as the Council Chambers/Municipal Court, Pre-Council Room, Standard Office Layouts, Patrol Briefing Room, Training Room, etc.
- i. Prepare a Preliminary Project Schedule for the Project.
- j. Prepare a Preliminary Cost Estimate for the Project based on RSA's historical square footage cost data for similar projects.
- k. Prepare a Preliminary POR document with the above Needs Assessment metrics, Project Schedule and Preliminary Cost Estimate for review with the City.
- l. **Meet with the Project Stakeholders** to review the preliminary POR.
- m. Make final adjustments to the POR. Prepare and issue a final Program of Requirements for the Project.
- n. Assist Staff in presenting the POR and metrics to Council.

## **B. SITE ASSESSMENT**

1. Site Assessment services to be provided by RSA for this project shall consist of the following:
  - a. Gather existing survey, plat, Google Earth, zoning, setback and other pertinent information for the site. Most of this information shall be provided to the Architect by the City.
  - b. Discuss potential locations and configurations of the programmed facilities on the site **in a meeting with City Staff** including the pro's and con's of: 1) co-location as a single building, or 2) a municipal campus of buildings on the site (**Workshop # 2**).
  - c. Prepare preliminary site orientation and massing studies for the new building(s) illustrating the facilities, parking, egress and other items deemed appropriate by the Architect.
  - d. Prepare preliminary cost estimates for the various options listed above.
  - e. Meet with Staff and Council to review RSA's proposed site options and associated cost estimates and discuss the merits of each concept.
  - f. Prepare a final site plan incorporating the site concept approved by the City. This would be a drawing of a recommended preliminary site/building configuration for the final design.
  - g. Assist Staff in presenting the final Site Assessment design and recommendations to Council.

## **III. BASIC SERVICES**

### **A. SCHEMATIC DESIGN PHASE**

Schematic Design Phase services provided by RSA and our Consultants for this project shall consist of the following:

1. Perform a detailed code and zoning review for the proposed project and consult with the Owner on any changes that impact the design.

2. Conduct **Design Workshop # 3** on-site with the Project Stakeholders to develop block floor plans for each department within the buildings utilizing the agreed upon metrics verified in the Pre-Design Phase POR spreadsheets.
3. Prepare refined floor plans for review with the Project Stakeholders incorporating the block floor plan concepts prepared during Workshop # 3.
4. Prepare a refined site plan for review with the Project Stakeholders based on concepts developed during the Pre-Design Site Assessment Phase and the refined floor plans above.
5. Prepare preliminary exterior design concept options for review with the Project Stakeholders.
6. Provide the CM at Risk with the drawings, narratives and other information needed for preparation of the Schematic Design Cost Estimate.
7. Hold a **Stakeholder Review Meeting** to review the preliminary Site Plan, Floor Plans, Exterior Design Concept and CMAR's Cost Estimate to receive comments.
8. Prepare the final Schematic Design site plan, floor plans and renderings of RSA's proposed design for the Project incorporating Stakeholder review comments.
9. Prepare an updated Project Schedule for the design and construction phases of the project.
10. Coordinate the MEP, structural, civil, IT/AV, security and landscape architecture consultants' Schematic Design services.
11. Collaborate with the City and CM at Risk in reconciling the project scope, budget and estimated construction cost.
12. Prepare a PowerPoint presentation of the Final Schematic Design Drawings, Proposed Project Schedule and CM at Risk's SD Cost Estimate and present to Council for final approval.
13. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

## **B. DESIGN DEVELOPMENT PHASE**

Based on the approved Schematic Design documents and reconciled SD Cost Estimate prepared by the CM at Risk, the Design Team shall continue developing the following Design Development documents:

1. General Notes
2. Architectural site plan illustrating the proposed site and building improvements
3. Architectural floor plans with dimensions
4. Roof Plan(s)
5. Partition types
6. Proposed room finish & door schedules
7. Exterior building elevations
8. Wall sections
9. Preliminary section details
10. Reflected ceiling plans
11. Millwork elevations
12. Interior elevations
13. Preliminary interior finish recommendations
14. Preliminary mechanical, electrical and plumbing drawings and details
15. Preliminary structural plans and details
16. Preliminary civil plans and details
17. Preliminary AV, IT, Security and Access Control (low voltage systems) plans and details
18. Preliminary landscape architecture plans and site details
19. Provide drawings and specifications to the CM at Risk for preparation of its DD Cost Estimate and collaborate with the Owner and CM at Risk to adjust the Design Development scope of work to reconcile with the City's budget.

20. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.
21. **Attend meetings with City Staff** to review the Design Development documents, CM at Risk's DD cost estimate and status of the Project Schedule.

#### **C. CONSTRUCTION DOCUMENTS PHASE (INCLUDING THE GMP PRICING SET)**

Based on the approved Design Development documents and reconciled DD Cost Estimate prepared by the CM at Risk, the Design Team will prepare final drawings, details and specifications required to construct the Project.

During this phase, the Design Team will issue the GMP (Guaranteed Maximum Price) Pricing Documents at approximately the 50% - 75% completion stage of the Construction Documents. The GMP Pricing Documents will include a base bid scope of work and add alternates which the Design Team will agree upon with the City and CM at Risk to assist in managing the project cost. Upon receipt of the CM at Risk's GMP Pricing, the Design Team will work with the Owner and CM at Risk to make final adjustments to the project scope and construction documents to reconcile the project scope and GMP pricing with the City's budget. Once the scope and GMP pricing are reconciled with the budget, the Design Team will complete the 100% Construction Documents and issue them to the CM at Risk for final buyout pricing.

The Construction Documents Phase includes attendance by the Design Team at **meetings with the Owner, CM at Risk and other entities** to coordinate the Construction Documents, GMP pricing and final buyout pricing. Services during this phase include the preparation and distribution of project meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

#### **D. BIDDING & NEGOTIATION PHASE**

Once the final Construction Documents and GMP pricing are approved by the Owner, the Design Team will provide the following services during the Bidding and Negotiation Phase:

1. Distribute electronic PDF files of plans and specifications to the CM at Risk. The printing of these documents for bidding and construction shall be at the CM at Risk's expense.
2. Attend a Pre-Bid Conference at the project site or a location designated by the Owner.
3. Answer Contractor and subcontractor questions about the construction documents and intended design.
4. Review substitution requests from the CM at Risk prior to the date of his GMP proposal.
5. Prepare and issue addenda to the Construction Documents.
6. Prepare and distribute project meeting notes documenting the basic issues, resolutions and action items agreed to in meetings attended by the Architect during this phase.

#### **E. CONTRACT ADMINISTRATION PHASE**

During the Construction Administration Phase, the Design Team will provide the following Services:

1. Conduct a Pre-Construction Meeting to discuss the issues of coordination, points of contact for each entity and protocol to be followed during the Construction Phase of the project.
2. Attend site visits as deemed necessary by the Design Team to review the Work in an effort to determine in general whether or not, when the Project is completed, it will be constructed in substantial accordance with the Contract Documents.
3. **Attend OAC (Owner/Architect/Contractor) meetings** with the City's representative and CM at Risk to review the project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI

logs, LEED credit status (if applicable), and construction schedule status along with any coordination issues that need resolution by this group.

4. Review substitution requests from the CM at Risk for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Construction Manager's control.
5. Review submittals and shop drawings required by the Contract Documents.
6. Review the CM at Risk's Requests for Information (RFI's) and respond as deemed appropriate by the Architect.
7. Prepare Architect's Supplemental Instructions (ASI's) when deemed necessary by the Architect and issue them to the CM at Risk.
8. Review the CM at Risk's Proposal Requests (PR's), make recommendations to the Owner and process change orders.
9. Review CM at Risk's Applications for Payment and transmit to the City for payment with any recommended adjustments.
10. Prepare a punch list for the Project and perform a final walk-through for verification that punch list items have been completed.
11. Establish dates of Substantial and Final Completion and prepare certificates for same.
12. Coordinate project close out, receipt of warranty & maintenance binders from the CM at Risk.

#### **IV. ADDITIONAL SERVICES**

Additional Services are all services not explicitly listed under Sections II *Pre-Design Services* & III *Basic Services* of this Proposal. Additional Services shall be provided when requested by the City on an hourly or negotiated fee basis in addition to the fees charged for the services outlined in Sections II and III above. Prior to beginning Additional Services work, RSA shall request approval from the City in writing if it believes that Additional Services are warranted or have been requested by the City. Additional Services include, but are not limited to, the following:

- A. Revisions requested by the City to the Architect's Work resulting in changes in the design, scope and/or quality. Revisions to the Architect's Work or documents due to changes in the information provided to the Architect by the City.
- B. Preparing Design alternatives (other than those listed in Sections II and III above) and redesign services for the project including, but not limited to, redesign services required due to the City making changes to the project scope.
- C. City Hall meetings with citizen groups (outside of normal Council presentations) to present the project information. RSA will assist staff in presenting our work to Council during regular Council Meetings as a Basic Service.
- D. Field verification of existing conditions on the site(s). An example would be locating existing improvements or trees on the site that need to be incorporated in the Work, but are not indicated on documents provided to the Architect by the City.
- E. Acoustical, envelope, code or other consulting services required to complete the project which are not specifically listed under Sections II *Pre-Construction* and III *Basic Services* Phases.
- F. Design of structural foundations such as carton form or pier and beam foundation systems.
- G. Design of off-site utilities beyond 50' from the building foundation.
- H. Platting or rezoning services.
- I. Surveying services.
- J. Preparing plats and surveys with current deeds, easements and Rights of Way identified.
- K. Geotechnical engineering services and reports.
- L. Transportation/circulation impact studies or services of a transportation engineering consultant.

- M. Environmental Assessments including, but not limited to: 1) historical use of the property, 2) hydrology characteristics including drainage and potential mitigation steps for runoff from future development in compliance with applicable regulations; 3) presence and potential impact (if any) of special conditions or sensitive receptors present such as wetlands, endangered species and native trees.
- N. Analysis of beneficial use of existing ground water, on-site or nearby contaminant plumes, potential hazardous waste and air quality.
- O. Preparation of change orders not the fault of the architect or his consultants.
- P. Site assessment of additional sites other than the existing City Hall site.
- Q. All work associated with the location and modification of the floodplain relative to this project.

## **V. PRELIMINARY PROJECT SCHEDULE**

RSA anticipates it will take approximately 25-26 months to complete the above work and construction phase. To a large extent, this time frame will depend on the availability of the City Staff and the ability of Council to make timely decisions on matters of design and cost. A Project Schedule will be developed in conjunction with the City and the CM at Risk during the Needs Assessment and Design Phases of the project.

## **VI. PROFESSIONAL FEES**

### **A. PRE-DESIGN SERVICES**

1. The services outlined in Section II <i>Pre-Design Services</i> above shall be provided for the following lump sum fees:	
a. <b>Site Assessment of existing site with existing Fire and new Municipal Building/Police Facility</b>	<b>9,750</b>
b. <b>Needs Assessment/Program of Requirements for City Hall, Courts and Police Complex</b>	<b>\$37,000</b>
c. <b>Preliminary Cost Estimating Services</b>	<b>\$12,000</b>
<b>Subtotal Pre-Design Services</b>	<b>\$58,750</b>

### **B. BASIC SERVICES**

1. The minimum fee for <i>Basic Services</i> including the Architectural, Structural and MEP engineering services outlined in Section III Basic Services of this Proposal shall be provided based on a fee percentage of 7.5% times the Construction Cost Limitation (CCL).	<b>TBD based on estimated Construction Cost</b>
2. Civil Engineering Services for On-Site Civil Design assuming no floodplain adjustments are required	<b>\$75,275</b>
3. AV/Acoustical Consultant	<b>\$52,750</b>
4. Technology Consultant (IT, Security & Access Control Services)	<b>\$44,350</b>
5. Landscape Architecture and Irrigation Design	<b>\$65,750</b>
6. FF&E Specifications and Interior Design	<b>\$84,575</b>
<b>Total Basic Services Fees</b>	<b>TBD</b>

1. **Note: The above fees are based on a City Hall, Municipal Court and Police Complex and associated site work at a budgeted Construction Cost Limitation (CCL) to be determined during the Needs Assessment Phase of the Architect's Work. Should the Construction Cost Limitation (CCL) or Owner's Construction Budget be increased during the course of this project to exceed the originally budgeted Construction Cost Limitation (CCL), RSA's fees shall be increased at a fee**

**percentage of 8.9% times the amount exceeding the originally budgeted CCL at the time the City increases the CCL. A final adjustment to RSA's fees will be made at the end of the construction phase of the Project once the final construction cost is known.**

#### **C. ADDITIONAL SERVICES**

1. Additional Services for the project shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required:

Principal	\$250.00/hr.
Vice President	\$225.00/hr.
Studio Leader	\$200.00/hr.
Project Architect	\$150.00/hr.
Staff Architect	\$125.00/hr.
Visualization Renderer	\$125.00/hr.
Administrative	\$85.00/hr.

#### **D. REIMBURSABLE EXPENSES**

Reimbursable Expenses constitute expenses incurred on the City's behalf by RSA and/or our Consultants. These expenses include, but are not limited to: reproduction of preliminary and final documents, mounting and laminating of presentation boards, Agency Review fees, hotel, meals and per diem expenses, mileage, air fare, rental cars, overnight express, courier services and postage. Reimbursable expenses shall be marked up 15% to cover RSA's handling costs and billed to the Owner in addition to any Basic and Additional Services incurred on the project.

#### **VII. PROFESSIONAL REGISTRATION**

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

#### **VIII. OTHER CONDITIONS**

- A. This Proposal is valid for 30 days from the date at the top of the first page of this document unless included as an attachment to a fully executed purchase order and an AIA B101-2007 Owner Architect Agreement prior to that date.
- B. The City shall provide, and the Architect shall be entitled to rely upon the accuracy of: 1) a detailed boundary and topographic survey of the site with grades at 1 foot intervals; spot grades for top and bottom of curbs at 5' intervals, trees (caliper at 3' above grade, canopy size and species); above and below ground utilities locations including flow lines and capacities; surrounding street and ROW locations; 2) benchmarks tied to USGS surveys; and the location of all improvements on and adjacent to the site including the existing City Hall/Fire Station facilities and parking areas on the site to be assessed; and 2) a geotechnical report with shallow and deep borings and recommendations for the design of the new building foundation(s) and paving designs for the site.
- C. The Owner acknowledges that all projects such as the one being contemplated are required by law to be submitted to the Texas Department of Licensing & Regulation for handicap accessibility review. The Architect will submit plans for the proposed project to TDLR for review. The Owner acknowledges that the construction documents are not complete until TDLR has approved them and any comments they require are incorporated even though construction may have begun and even be completed before comments are received. The Architect and his Consultants shall not be held financially responsible for changes to the project required by TDLR.
- D. The Owner acknowledges that RSA has no responsibility for construction means and methods and that these are the sole responsibility of the Contractor/CM at Risk.

- E. The Owner acknowledges that RSA has no responsibility for construction site safety and safety procedures and that these are the sole responsibility of the Contractor/CM at Risk.
- F. The Owner acknowledges that RSA has no responsibility for the discovery of nor remediation of hazardous materials including, but not limited to, asbestos, PCP's, lead, etc. and that these are the responsibility of the Owner.
- G. **PROFESSIONAL LIABILITY OF THE ARCHITECT AND HIS CONSULTANTS' WORK ON THIS PROJECT AND ANY AMENDMENTS TO THE WORK SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ON A CLAIMS MADE BASIS AND ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE FOR ALL CLAIMS MADE AGAINST THE ARCHITECT AND HIS CONSULTANTS.**

#### **IX. EXCLUSIONS**

The following items are specifically excluded from the Design Team's scope of work and this proposal:

- A. Geotechnical engineering services.
- B. Environmental engineering services such as Phase I & Phase II environmental surveys of the site.
- C. Floodplain reclamation, modifications and adjustments
- D. Construction materials testing services.
- E. Cost estimating services (shall be provided by the CM at Risk).
- F. Site surveying (topographic and boundary with utilities information)
- G. Off-site paving, utilities and drainage system design services

**Randall Scott Architects appreciates the opportunity to submit the above Proposal and looks forward to working with the City of Parker on this important Project!**

Thank you,

RANDALL SCOTT ARCHITECTS, INC.



Randall B. Scott, AIA  
President & CEO



## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 13th day of November in the year 2017  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Parker  
5700 Parker Road, Parker, TX 75002

This document has important legal consequences.  
Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
(Name, legal status, address and other information)

Randall Scott Architects, Inc. (also referred to herein as RSA)  
2140 Lake Park Blvd., Suite 300  
Dallas, TX 75080  
Telephone Number: 972.664.9100

for the following Project:  
(Name, location and detailed description)

Parker City Hall, Municipal Court and Police Complex  
5700 Parker Road, Parker, TX  
A new City Hall, Municipal Court and Police Complex for the City of Parker, TX. The project scope shall include a Facility Needs Assessment, Site Assessment, Conceptual Design and Final Design Services.

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Exhibit A - Architect's Fee Proposal dated November 9, 2017 attached hereto. The Program of Requirements (POR) for this project will be developed as part of the Needs Assessment Phase of the Architect's services.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Project consists of a new combination City Hall/Municipal Court Building and demolition of the existing City Hall on the current site at 5700 Parker Rd. Parker, TX 75002. A new Police Facility shall also be constructed on the site as part of this project. The Police Facility will not include detention or dispatch. The City Hall/Municipal Court Building and the Police Facility may be combined into a single building or be standalone facilities. According to FEMA information available to RSA as of the time of this agreement, approximately 60% of the proposed site that lies north of the south tree line on the property is within the 100 year floodplain. The new building(s) and parking will need to be located outside of the floodplain or the floodplain will have to be altered if construction occurs within the floodplain boundary. RSA has not verified the exact location of the existing floodplain on the site as of the time of this Agreement and the location of this boundary could vary significantly. Part of the scope of the Needs Assessment Phase of this Project will be to verify the location of the floodplain and determine how that will affect

the location of the new building(s). The current sanitary leaching field south of the existing fire station may need to be relocated in order to construct this Project. The adequacy of existing utilities serving the site for the new building(s) is unknown to RSA as of the time of this Agreement.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

The budget for this Project will be determined during the Facility Needs Assessment phase of the Project.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

The design schedule for this project will be determined during the Facility Needs Assessment phase of the Project.

.2 Construction commencement date:

The construction schedule for this project will be determined during the Facility Needs Assessment and Design phases of the Project in conjunction with the Owner and Construction Manager.

.3 Substantial Completion date or dates:

The construction schedule for this project will be determined during the Facility Needs Assessment and Design phases of the Project in conjunction with the Owner and Construction Manager.

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk will be the delivery process used. An early site package may be prepared in addition to the main bid package if required to meet the schedule.

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Sustainability objectives, if any, will be determined during the Facility needs Assessment phase of the Project

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. Objective and the Architect's fees shall be adjusted accordingly. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Jeff Flanigan  
5700 Parker Road, Parker, TX 75002

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

"TBD

.2 Civil Engineer:

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Surveyor, Testing Services, and others TBD

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

Randall B. Scott, AIA  
Founding Principal/CEO  
2140 Lake Park Blvd., Suite 300  
Richardson, TX 75080  
972.664.9100  
Email Address: rscott@rsarchitects.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

Gojer Associates  
11615 Forest Central Dr.  
Dallas, TX 75243

Init.

**.2 Mechanical Engineer:**

ME Engineers  
1825 Market Center Blvd., Suite 415  
Dallas, TX 75207

**.3 Electrical Engineer:**

ME Engineers  
1825 Market Center Blvd., Suite 415  
Dallas, TX 75207

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

Civil Engineer - Gojer Associates  
Landscape Architect - Coleman Associates  
Acoustical Consultant - DataCom Design  
Audio/Visual Consultant - DataCom Design  
RAS - Johnson Kelley  
Envelope Consultant - CDC

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

1.1.12.1 All services provided by the Architect and his consultants associated with modifications to the floodplain on the property (if any) will be provided as an additional service to be negotiated at the time of service.

1.1.12.2 The term Contractor as used in this Agreement and the term CM at Risk shall be synonymous and refer to the same entity.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2 The** ~~§ 2.2 The~~ The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.2.A** ~~The Owner and Architect acknowledge that the Architect's standard of care is one of reasonable professional diligence and care of similarly situated architects performing the same or similar professional design services and that certain increased costs and changes may be required because of possible ambiguities and inconsistencies in the drawings and specifications prepared by the Architect or its consultants. In recognition of the foregoing, the Owner shall set aside in the Project Budget, a contingency equal to 3% of the Construction Cost of the work as a contingency to be used, as required, to pay for the increased or additional costs related to any ambiguities or inconsistencies in the drawings and specifications that may be committed despite the exercise of reasonable professional diligence and care, (the "Contingency"). The "Contingency" shall be in addition to any separate Owner and construction contingencies and shall not be used to fund costs that are typically funded by such other contingencies (such as Owner requested changes to the Work, changed site conditions, unforeseen conditions, Contractor or subcontractor default, or acceleration costs). The Owner shall make no claim against the Architect or its consultants for any costs, expenses or damages to the extent that such costs, expenses or damages are equal to or less than 3% of the Cost of the Work.~~

**§ 2.2.B** ~~It is well recognized that an Architect is not liable to an Owner for costs incurred to provide and install an omitted item. In no event, shall the Architect or the Architect's consultants be responsible for any cost or expense that is related to: an omission, provides a betterment, upgrade or enhancement of the Project, as these costs or expenses would have been part of the Project construction costs in the first place. These are part of the Owner's cost of the Project and shall be covered by the Owner's separate project contingencies.~~

**§ 2.2.C** ~~Paragraphs 2.2.A and 2.2.B are not intended to cover and shall not include costs and damages associated with material design errors and/or omissions, the correction of which causes or results in damages to other work not associated with the design error or omission. Additionally, paragraphs 2.2.A and 2.2.B shall not include delay or acceleration costs or damages resulting from such design error or omission for which Architect's professional liability or general liability insurance is liable.~~

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than ~~( \$ 1,000,000 )~~ for each occurrence and ~~( \$ 2,000,000 )~~ in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~( \$ 1,000,000 )~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five hundred thousand dollars (\$ 500,000 ) per claim and One million dollars (\$ 1,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.7** The Owner acknowledges that all projects in Texas such as the one being contemplated are required by Texas law to be submitted to the Texas Department of Licensing and Regulation (TDLR) for handicap accessibility review. The Architect will submit plans for the Project to TDLR for review. The Owner acknowledges that the Construction Documents are not complete until TDLR has approved them and any comments they require are incorporated in them even though construction may have begun or even been completed before comments are received. The Architect and his consultants shall not be held financially responsible for changes to the project required by TDLR.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner and provide Schematic Design Documents to the Owner's Construction Manager (CM) at Risk and coordinate with the CM at Risk in the preparation of its SD Phase estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.2.8** The Architect shall collaborate with the Owner and CM at Risk to make adjustments to the scope of Work (Project requirements), CM at Risk's SD cost estimate and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the coordinate with the Owner's CM at Risk in updating its estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, ~~advise the Owner of any adjustments to the collaborate with the Owner and CM at Risk on any adjustments to the CM at Risk's estimate of the Cost of the Work, and request the Owner's approval.~~

**§ 3.3.4** The Architect shall collaborate with the Owner and CM at Risk to make adjustments to the scope of Work (Project requirements), CM at Risk's DD cost estimate, and the Owner's construction budget such that they are in substantial agreement prior to moving to the next phase of work.

#### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Contractor shall prepare a BIM coordination model which shall be a requirements of the Construction Documents.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall ~~update the assist the Construction Manager at risk in updating its estimate for the Cost of the Work prepared in accordance with Section 6.3.~~

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, ~~advise the Owner of any adjustments to the coordinate with the CM at Risk and the Owner on any adjustments to the CM at Risk's estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.~~

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective ~~contractors~~ contractors/Construction Managers. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of digital versions (PDF's) of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of digital versions (PDF's) of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to

rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.30 Other Supplemental Services	Refer to Architect's Fee Proposal Exhibit A

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Refer to Architect's Fee Proposal attached to this Agreement as Exhibit A

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants consultants, CM at Risk's and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect; or,
- .12 Design services in regards to existing physical conditions that could not be reasonably known or discovered prior to construction.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study

and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor after 7 days prior to the GMP proposal date and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Thirty-two (32) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~( )~~ inspections One (1) inspection for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twenty-five (25) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including completion of the Architect's Needs Assessment Questionnaire with a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; floodplain; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; trees including caliper of trees at 36" above grade and species; and information concerning available utility services and lines, both public and private, above and below grade, including inverts inverts, flow lines and depths. All the information on the survey shall be referenced to a Project benchmark benchmark and USGS elevations.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Geotech report shall include deep borings under proposed building at locations and shallow borings under proposed paving at locations as requested by the Architect.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Such testing, inspections and reports shall include at a minimum:

1. Construction materials testing inspections and reports such as concrete testing (cylinder preparation, breaks, air entrainment, slump, temperature, water added and other requirements of the contract documents), grout/mortar testing, and steel erection testing and inspection (bolt tightness and welding quality).
2. Air barrier testing, inspections and reports.
3. HVAC Test and Balancing and reports.
4. Window testing, inspection and reports.
5. Other tests, inspections and reports as required by the Construction Documents or requested by the Architect and his consultants.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' (also referred to in this Agreement as CM at Risk) general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of

the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, shall be determined during the Needs Assessment Phase of the Architect's services, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared prepared as part of the Needs Assessment by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates the preliminary estimate of the Cost of Work, Work during the Needs Assessment Phase, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's preliminary estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If Detailed cost estimating shall be provided by the Owner's CM at Risk.

the Owner requires a detailed **§ 6.3.1** Evaluations of the Owner's budget for the Project and the preliminary estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. Project prepared by the Architect represent the Architect's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiation conditions. The Architect's evaluation of the Owner's budget and preliminary estimate of the Cost of the Work are made on the basis of the Architect's experience, qualifications, and best judgement of the current and future market conditions in the construction industry. Accordingly, the Architect cannot and does not warrant or represent that proposals, bids, negotiated prices, or actual construction costs will not vary from the Owner's budget for the Project or from any preliminary estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect shall compile the preliminary estimate of the Cost of the Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professionals, and experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefor, competitive bidding or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary estimate of the Cost of the Work:

1. The Opinions of the Cost of the Work will assume a competitive bidding process for the entire scope of Work, as defined by the plans and specifications. Competitive bidding process is defined as receiving responsive bids from a minimum of (3) CM at Risks and (3) subcontractors per trade.
2. If the number of bids indicated in 6.3.1.1 above are not received by the CM at Risk or Owner, the bids may deviate from the Architect's evaluation of the Owner's budget and/or the preliminary estimate of the Cost of the Work.
3. Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional supply and demand, regional inflation, or natural disasters; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary estimate of the Cost of the Work to differ from actual bids.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90-30 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's or CM at Risk's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and CM at Risk in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the ~~lowest bona fide bid or negotiated proposal, CM at Risk's Guaranteed Maximum Price (GMP) Proposal~~, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the ~~Architect, Architect and CM at Risk, collaborate to~~ revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the ~~Architect 6.6.4 and the scope of Work reductions consist of more than \$200,000 in construction cost reductions, the Architect, as an additional service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal CM at Risk's GMP Pricing Proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation.~~ 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.1.4 RISK ALLOCATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND THE ARCHITECT, THE OWNER AND ARCHITECT AGREE THAT THE LIMIT OF PROFESSIONAL LIABILITY OF THE ARCHITECT AND HIS CONSULTANTS SHALL BE LIMITED TO FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ON A CLAIMS MADE BASIS AND ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE OF ALL CLAIMS MADE AGAINST THE ARCHITECT AND HIS CONSULTANTS.**

**§ 8.1.5 Owner agrees to pay the Architect on an hourly basis for all time and all expenses incurred as a result of testifying, subpoenas, depositions, arbitration, trials and mediations between the Owner and Owner's Contractor/CM at Risk and/or the Owner's Contractor's subcontractors as related to the Project. These services exclude proceedings in which the Architect is a party in the corresponding**

**§-action.**

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding

dispute resolution shall be the following:  
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Ten percent of the remaining fees of the Project.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten percent of the remaining fees of the Project.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(*Insert amount*)

.2 Percentage Basis  
(Insert percentage value)

Refer to Exhibit A – Architect’s Fee Proposal dated November 13, 2017 ( ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Exhibit A – Architect’s Fee Proposal dated November 13, 2017

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A – Architect’s Fee Proposal dated November 13, 2017

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:  
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Design Development Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not ~~constructed~~-constructed (including bid add alternates), compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Refer to Exhibit A – Architect's Fee Proposal dated November 13, 2017

Employee or Category	Rate (\$0.00)
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#### **§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

| Cost to the Architect plus 10%

#### **§ 11.10 Payments to the Architect**

##### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

| One and one half % 1.5% per month

Init.

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

**12.1 PROFESSIONAL LIABILITY FOR THE ARCHITECT AND HIS CONSULTANTS ON THIS PROJECT AND ANY MODIFICATIONS/EXTENSIONS THERETO SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ON A CLAIMS MADE BASIS AND ONE MILLION DOLLARS (\$1,000,000) IN THE AGGREGATE.**

**12.2 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, ph. 512.305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS.**

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

**.3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

**13.2.3.1 Exhibit A - Architect's Fee Proposal Dated November 13, 2017**

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

Init.

CITY OF PARKER, TEXAS  
OWNER (Signature)  
Z. Marshall, Mayor  
*(Printed name and title)*

RANDALL SCOTT ARCHITECTS, INC.  
ARCHITECT (Signature)  
Randall B. Scott, AIA, -  
Founding Principal/CEO  
*(Printed name, title, and license number, if required)*

Init.

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**User Notes:**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Randall B. Scott, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 12:49:03 on 11/13/2017 under Order No. 5637397487 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



## Council Agenda Item

Item 6  
C Set Use Only

Budget Account Code:	Meeting Date:	February 6, 2018
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Administrator Flanigan
Estimated Cost:	Date Prepared:	January 31, 2018
Exhibits:	<ul style="list-style-type: none"><li>Letter from Mr. Bernas, dated January 8, 2018</li></ul>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REPUBLIC SERVICES RESIDENTIAL TRASH AND RECYCLE REROUTE. [BERNAS]

### SUMMARY

At the September 19, 2017 City Council meeting, Republic Services, Inc. Division Municipal Services Manager Rick Bernas discussed the need to split the City's bulk trash service into separate weeks, providing bulk trash service to Parker residents west of Dillehay and Hogge [FM2551] on the third Monday of the month and east of Dillehay and Hogge [FM2551] on the fourth Monday of the month for better service. This was implemented January 1, 2018.

Now, Mr. Bernas would like to address the residential trash and recycle schedule. Using the same bulk map boundaries, service west of Dillehay and Hogge [FM2551] would be the third Thursday of the month and east of Dillehay and Hogge [FM2551] on the fourth Friday of the month.

### POSSIBLE ACTION

Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Flanigan</i>	Date:	02/02/2018

## Patti Grey

---

**From:** Jeff Flanigan  
**Sent:** Monday, January 08, 2018 12:33 PM  
**To:** Z Marshall; Scott D. Levine  
**Cc:** Patti Grey  
**Subject:** FW: Residential reroute

**From:** Bernas, Rick [REDACTED]  
**Sent:** Monday, January 08, 2018 10:47 AM  
**To:** Jeff Flanigan [REDACTED]  
**Subject:** Residential reroute

Jeff we have spoken about the reroute on the bulk side we would now like to address the trash and recycle reroute to change to Thursday and Friday's as phase 2 of the reroute.

This would be a March start up and would run on the same boundaries as the bulk map and services. So week 3 would be Thursday and week 4 would be Friday's.

We will send letters and also on this round signs will be made at the entrances of the Friday routes so folks all understand the service days.

The nice part of this is if folks forget the day it will already be out for Friday since they currently have Thursday services. I just did this in Fairview and Sachse with no issues due to the communication trail.

In summary March 2<sup>nd</sup> would be the first day for the change. We will do 2 mailers and also provide signage for the area so communications will be numerous.

Thank you,

**Rick Bernas**  
Manager, Municipal Sales

4200 East 14th Street  
Plano, TX. 75074  
[e \[REDACTED\]](mailto:[REDACTED])  
[o 469 666-5615](tel:4696665615) [c 972 880-0276](tel:9728800276)  
[w RepublicServices.com](http://RepublicServices.com)



We'll handle it from here.™



## Council Agenda Item

Item 7  
C Sec Use Only

Budget Account Code:		Meeting Date: February 6, 2018
Budgeted Amount:		Department/ Requestor: City Council
Fund Balance-before expenditure:		Prepared by: City Attorney Shelby
Estimated Cost:		Date Prepared: January 26, 2018
Exhibits:	<ol style="list-style-type: none"><li>1. Proposed Ordinance</li><li>2. Order and Notice of General Election (English/Spanish)</li><li>3. Election contract for election services with Collin County</li><li>4. Cost Estimate</li></ol>	

### AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 757, CALLING FOR A SPECIAL ELECTION FOR THE PURPOSE OF THE ADOPTION OF A LOCAL SALES AND USE TAX AT A RATE OF TWO PERCENT (2%) FOR MUNICIPAL PURPOSES IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 5, 2018 TO ELECT TWO (2) CITY COUNCIL MEMBERS AT-LARGE AND A MAYOR; AUTHORIZING THE MAYOR TO EXECUTE A GENERAL ELECTION CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW. [SHELBY]

### SUMMARY

#### TIME FOR ORDERING THE ELECTION

General election. A city must order its general election not later than the 78th day before Election Day, whether the election is held on the May or November uniform election date [EC §3.005(c)]. For our May 5, 2018 election, that translates to February 16 as the statutory last day for ordering the election.

The proposed ordinance authorizes the Mayor to execute a General Election contract for election services with Collin County, providing for the order and notice for the May 5, 2018 election.

### POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use			
Approved by:			
Department Head/ Requestor:		Date:	
City Attorney:	City Attorney Shelby	Date:	01/26/2018 via email
City Administrator:	<i>Jeff Flanigan</i>		02/02/2018

**ORDINANCE NO. 757**  
***{Calling Special and Regular Election}***

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, CALLING FOR A SPECIAL ELECTION FOR THE PURPOSE OF THE ADOPTION OF A LOCAL SALES AND USE TAX AT A RATE OF TWO PERCENT (2%) FOR MUNICIPAL PURPOSES IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 5, 2018 TO ELECT TWO (2) CITY COUNCIL MEMBERS AT-LARGE AND A MAYOR; AUTHORIZING THE MAYOR TO EXECUTE A GENERAL ELECTION CONTRACT FOR ELECTION SERVICES WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS:**

**SECTION 1.** That, in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Saturday after the first Monday in May, 2018, the same being the 5<sup>th</sup> day of said month, at which election all qualified voters may vote for the purpose of electing a two (2) city council members at-large City and a Mayor for full terms, as defined in the statutes of the State of Texas.

**SECTION 2.** That, in accordance with the laws and the Constitution of the State of Texas, a special election may be and the same is hereby called and ordered for the first Saturday after the first Monday in May, 2018, the same being the 5<sup>th</sup> day of said month, at which election all qualified voters may vote for the purpose the adoption of a local sales and use tax at a rate of two percent (2%) for municipal purposes.

**SECTION 3.** That the official ballots for the special election shall be prepared in accordance with the Texas Election Code, the Texas Tax Code, and the Local Government Code and all applicable laws so as to permit the electors to vote "FOR" or "AGAINST" the following proposition:

"The adoption of a local sales and use tax in Parker, Texas at the rate of two percent (2%)."

**SECTION 4.** That said election shall be held pursuant to a General Election Contract with Collin County, Texas which the Mayor is hereby authorized to execute.

**SECTION 5.** That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same "*Official Ballot*", on which ballot shall be printed the names of the candidates and the positions that are up for election.

**SECTION 6.** That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Secretary at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

**SECTION 7.** That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

**SECTION 8.** That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of Council Member, respectively.

**SECTION 9.** That notice of said election shall be given by the Mayor of the City of Parker by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Parker in accordance with the provisions of the Election Code of the State of Texas, as amended.

**SECTION 10.** That the polling place for Election Day shall be as follows:

Precincts	Location	Address	City
"VOTE CENTER"	Parker City Hall	5700 E. Parker Road	Parker

\*City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

**SECTION 11.** That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote as set forth below:

Polling Place			Address			City	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102			McKinney	
Parker City Hall			5700 E. Parker Road			Parker	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
April 22	April 23 8am – 5pm	April 24 8am – 5pm	April 25 8am – 5pm	April 26 8am - 7pm	April 27 8am - 5pm	April 28 8am - 5pm	
April 29	April 30 7am – 7pm	May 1 7am – 7pm	May 2	May 3	May 4	May 5 7am – 7pm Election Day	

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

**SECTION 12.** That, in accordance with the General Election Contract, the County Elections Administrator shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

**SECTION 13.** That the City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with this election.

**SECTION 14.** That the said election will be conducted in accordance with the Texas Election Code and only resident qualified voters of the City of Parker will be entitled to vote.

**SECTION 15.** That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 5700 E. Parker Road, Parker, Texas, at the Regular Council Meeting of May 15, 2018.

**SECTION 16.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

**SECTION 17.** That all Ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provision of this Ordinance shall be and remain controlling as to the matters ordered herein.

**INTRODUCED** on this the 6th day of February, 2018.

**ADOPTED** on this the 6th day of February, 2018.

**EFFECTIVE DATE** on this the 6th day of February, 2018.

**CITY OF PARKER, TEXAS**

**ATTEST:**

**BY:** PATTI SCOTT GREY, CITY SECRETARY

**APPROVED AS TO FORM  
AND CONTENT:**

**BY:** BRANDON S. SHELBY,  
**CITY ATTORNEY**

CITY OF PARKER, TEXAS  
CIUDAD DE PARKER, TEXAS

**ORDER AND NOTICE OF GENERAL ELECTION**  
*(ORDEN Y AVISO DE ELECCION GENERAL)*

To the Registered Voters of Parker, Texas: *(A los votantes registrados del Parker Texas;)*

An election is hereby ordered to be held on May 5, 2018 for the purpose to elect a Mayor and two (2) Councilmembers-at-large. *(Por la presente se ordena que se llevara a cabo una eleccion el 5 de Mayo de 2018 con el proposito para elegir el alcalde y dos (2) miembro del concilio.)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 5, 2018, for voting in a general election, to elect a Mayor and two (2) Councilmembers-at-large. *(Notifquese, por las presente, que las casillas electorales citados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 5 de Mayo de 2018 para votar en la Eleccion General para elegir el alcalde y dos (2) miembro del concilio.)*

**LOCATION(S) OF POLLING PLACES**  
*(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)*

Precincts	Location	Address	City
“VOTE CENTERS”*	Parker City Hall	5700 E. Parker Road	Parker

\* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

*(\* Ciudad los electores pueden votar en cualquiera de los adicionales elecciones día votación centros abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

**EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED EACH WEEKDAY AT**  
*(LA VOTACION ADELANTADA EN PERSONA SE LLEVARA A CABO DE LUNES A VIERNES EN)*

Polling Place*	Address	City
Collin County Election Office (Main Early Voting Location)	2010 Redbud Blvd., #102	McKinney
Parker City Hall	5700 E. Parker Road	Parker

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 22</i>	<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				<b>7am – 7pm</b>
						<b>Election Day</b>

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

*(\* Ciudad los electores pueden votar en cualquiera de los lugares de votación anticipada adicionales abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

**Applications for ballot by mail shall be mailed to:**

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)*

**COLLIN COUNTY ELECTIONS ADMINISTRATION OFFICE**

*(Name of Early Voting Clerk –Bruce Sherbet) (Nombre del Secretario de la Votacion En Adelantada)*

**2010 REDBUD BLVD., SUITE 102, MCKINNEY, TEXAS 75069**

*(Address) (Direccion)*

*(City) (Ciudad)*

*(Zip Code) (Zona Postal)*

**Applications for ballots by mail must be received no later than the close of business on April 24, 2018.**

*(Las solicitudes de boletas por correo deben ser recibidas a más tardar al cierre de los negocios el)*

*(date) (fecha) : 24 abril de 2018.)*

Issued this the 6th day of February, 2018.

*(Esitada este dia 6 de febrero, 2018.)*

---

**Mayor Z Marshall**

*Firma Del Alcalde*

***Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before Election Day.***

***Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.***

**May 5, 2018**

**General & Special Election**

**Contract for Election Services**

**City of Parker**

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# **May 5, 2018**

## **General & Special Election**

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II.....	Duties and Services of City
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Exhibit B.....	Election Day Vote Centers
Exhibit C.....	Cost of Services

**THE STATE OF TEXAS  
COUNTY OF COLLIN  
CITY OF PARKER**

**CONTRACT FOR  
§  
ELECTION SERVICES**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY OF PARKER, hereinafter referred to as the "CITY," and BRUCE SHERBET, Elections Administrator of Collin County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the City's May 5, 2018 General & Special Election and a Runoff Election, if necessary, on June 16, 2018. An additional cost estimate, early voting calendar, and Election Day polling place schedule will be prepared should a Runoff Election be necessary.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. **IT IS AGREED AS FOLLOWS:**

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The recommendations of the City will be the accepted guidelines for the number of clerks secured to work in each Vote Center. The presiding election judge of each Vote Center, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work in the Central Counting Station and the number of clerks to work on the Ballot Board. Election judges shall be secured by the Contracting Officer with the approval of the City.

- b. Election judges shall attend the Contracting Officer's school of instruction (Elections Seminar); calendar will be provided.
  - c. Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
  - d. The Contracting Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.

- B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
    - a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election and all supplies including locks, pens, magic markers, etc.
    - b. The Contracting Officer shall secure all tables, chairs, and legal documentation required to run the Central Counting Station.
    - c. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
    - d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
      1. Equipment includes the rental of voting machines, ADA compliance headphones and keypads (1 per site), transfer cases, voting signs and election supply cabinets.

2. Supplies include smart cards, sample ballots, provisional forms, maps, labels, pens, tape, markers, etc.

C. The Contracting Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk by the City.

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.

b. Early Voting by personal appearance for the City's May 5, 2018, General & Special Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.

1. Application for mail ballots erroneously mailed to the City shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. All Federal Post Card Applicants (FPCA) will be sent a mail ballot. No postage is required.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Officer shall arrange for the use of all Election Day Vote Centers. The City shall assume the responsibility of remitting the cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in Exhibit "B", attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Bruce Sherbet. The Tabulation Supervisor shall be Patty Seals.

a. The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.

c. Election night reports will be available to the City at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with law.

d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the City as soon as possible after all returns have been tallied.

e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.

1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

2. The City can obtain the list of registered voters from the Elections Administration Office after this retention period.

Pending no litigation and if the City does not request the lists, the Contracting Officer shall destroy them.

f. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the City in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

**II. DUTIES AND SERVICES OF THE CITY.** The City shall assume the following responsibilities:

A. The City shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The City assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.

B. The City shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Friday, March 2, 2018.

C. The City shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. **The City shall deliver to the Contracting Officer as soon as possible, but no later than 5:00 PM Wednesday, February 21, 2018, the official wording for the City's May 5, 2018, General & Special Election.**

b. The City shall approve the "blue line" ballot format prior to the final printing.

D. The City shall post the publication of election notice by the proper methods with the proper media.

E. The City shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

F. The City shall pay the Contracting Officer 90% of the estimated cost to run the said election prior to Friday, April 6, 2018. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Collin County Treasury  
2300 Bloomdale Rd. #3138  
McKinney, Texas 75071**

Made payable to: "Collin County Treasury" with the note "for election services" included with check documentation.

G. The City shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. COST OF SERVICES.** See Exhibit "C."

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the City's May 5, 2018, General & Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the City.

C. If the City cancels their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 5, 2018, General & Special Election. All

actual shared cost incurred in the conduct of the election will be divided by the actual number of entities contracting with the Contracting Officer **and** holding a May 5, 2018, General & Special Election.

D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

---

Bruce Sherbet  
Collin County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

By: \_\_\_\_\_  
Z Marshall, Mayor  
City of Parker

Attest: \_\_\_\_\_  
Patti Grey, City Secretary  
City of Parker

Exhibit "A"

**MAY 5, 2018**  
**GENERAL & SPECIAL ELECTION**

**Early Voting Locations and Hours**  
**City of Parker**

<b>Polling Place</b>			<b>Address</b>		<b>City</b>	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Parker City Hall			5700 E. Parker Rd.		Parker	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 22</i>	<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>
	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am – 5pm</b>	<b>8am - 7pm</b>	<b>8am - 5pm</b>	<b>8am - 5pm</b>
<i>April 29</i>	<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i> <b>7am - 7pm</b> <b>Election</b> <b>Day</b>
	<b>7am – 7pm</b>	<b>7am – 7pm</b>				

\* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.

**Exhibit "B"**

**MAY 5, 2018**

**GENERAL & SPECIAL ELECTION**

**Election Day Vote Center – City of Parker**

<b>Precincts</b>	<b>Location</b>	<b>Address</b>	<b>City</b>
“VOTE CENTER”	Parker City Hall	5700 E. Parker Road	Parker

\*City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.

## SUMMARY OF COSTS FOR CITY OF PARKER

<b>SUPPLY COST</b>	\$160.41
<b>EQUIPMENT RENTAL COST</b>	\$1,888.00
<b>EARLY VOTING</b>	\$3,364.40
<b>ELECTION DAY</b>	\$473.00
<b>ADMINISTRATIVE EXPENSES</b>	\$72.00
<b>TABULATION/PROGRAMMING COSTS</b>	\$926.66
<b>CENTRALIZED COSTS</b>	<u>\$411.51</u>
Total	\$7,295.98
10% Administrative Fee	<u>\$729.60</u>
<b>Grand Total</b>	<b>\$8,025.58</b>
<b>90% Deposit due by 04/06/18</b>	<b>\$7,223.02</b>

MEETING DATE	ITEM DESCRIPTION	CONTACT	Notes
<b>2018</b>			
TBD	2018 City Fee Schedule		2015-16 Approved 2/29; added 2016-17 to FAI
TBD	Annual Codification Supplement	C'Sec	March (Suggested Timing after May Election Results or Uncontested - June)
TBD	Staff Contract Policy	Shelby/Staff	10/18/16 CC Mtg
			2016 1018
Jan., Apr., July., Oct,	Republic Waste Report	Bernas	REQUIRED PER ORDINANCE AND AGREEMENT.
Jan., Apr., July, Oct.	Fire Dept. Report	Sheff/Barnaby	
Jan., Apr., July, Oct.	Investment Report	Johnna	10/24/14; 01/17/18;
Feb	Use of Parker Preserve (Commercial)		2017 1205 CC Mtg - Mayor
Feb	CABS OMA & PIA Training		
Feb	Parks & Rec. Discussion		2017 1108 CC Mtg - Mayor
Feb	Fiscal Report 2017 - funds authorized by category - Audit?		2017 1108 CC Mtg - CM Meyer
Feb. 20, 2018	PVFD Pilot Program - 90 days Eval. Effectiveness		8/29/17 CC mtg
Feb. 20, 2018	Parker Ranch Estates Phase 2 &3 Prel. Plat - 2nd Ext. deadline		Reminder-Parker Ranch Estates Phase 2 &3 - 2nd Ext. deadline; 06162015;04172017;11082017;12052017



## 2018 PLANNING CALENDAR



**NAME OF CITY:** City of Parker, Texas

**April - May** Mailing of "Notices of Appraised Value" by Chief Appraiser.

**The Chief Appraiser prepares and certifies to the Tax Assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.**

**May 15**                   Deadline for submitting Appraisal Records to ARB.

July 20 (Aug 30) Deadline for ARB to approve Appraisal Records.

July 25      Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.

**Aug** Certification of anticipated collection rate by collector.

### Calculation of Effective and Rollback Tax Rates

#### **Submission of Effective and Rollback Tax Rates to governing body.**

August 3, 2018 72 Hour Notice for Meeting (Open Meetings Notice).

**Aug 7      Meeting of Governing Body to Discuss Tax Rates.**

If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule two Public Hearings.

Aug 13 Publish the "Notice of 2018 Property Tax Rates" by September 1.

NOTICE MADE OR PROVIDED IN ACCORDANCE WITH SUBSECTION 17(1) OF THE MUNICIPALITY OF SASKATCHEWAN ACT  
NOTICE MUST ALSO BE POSTED ON THE MUNICIPALITY'S WEBSITE.

Aug 17 72 Hour Notice for First Public Hearing (Open Meetings Notice).

At least 7 days prior to publication of Notice of Property Tax Notice.

Aug 24 72 Hour Notice for Second Public Hearing (Open Meetings Notice).

**Aug 28** **Second Public Hearing** May not be earlier than 3 days after first Public Hearing.  
Schedule and announce meeting to adopt tax rate three to fourteen (3 - 14) days from this date

**72 Hour Notice for Meeting at which Governing Body will Adopt Tax Rate (Open Meetings Notice).**

**Sept 4** **Meeting to Adopt 2018 Tax Rate.** Meeting to adopt must be prior to September 20, 2017.

Schedule meeting three to fourteen (3 to 14) days after second Public Hearing. Taxing Unit must adopt tax rate before September 30 or 60 days after receiving Certified Appraisal Roll, whichever is later.

**September 19**      Deadline to submit the Tax Rate Ordinance to the Collin County Tax Office.

Tax Code Section 81.08 directs that if a date falls on a weekend, the deadline is extended to the following regular business day.

Advice of bonding unit legal counsel should be sought to determine how to fulfill the requirements of Section 140.010 Local Code (SB 1510).

**Please provide a copy of the Ordinance adopting the 2017 Tax Rate to the Tax Office by September 19, 2018.**