



NOTICE OF A PUBLIC MEETING

CITY COUNCIL

6:30 PM – February 6, 2024

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting.

PRESENTATIONS

1. Presentation by Chief of Police Christopher Cook:
 - a. Presentation to receive the 2023 National Night Out Award on behalf of the community.
 - b. Presentation to recognize members of the White Settlement Police Department.
 - c. Presentation of Life Saving Award to Officer Wesley Gregory, Officer Haley Buck and Officer Samuel Brown.
 - d. Presentation of Police Department Racial Profiling Report.
2. City Manager presentation of items of community interest.

CONSENT AGENDA

All items on the Consent Agenda are routine or previously discussed items and will be approved with one motion; however, should a member of the City Council wish to discuss any item, said item may be removed from the Consent Agenda and considered under Deliberation Agenda.

3. Approval of January 2, 2024 council meeting minutes.
4. Acknowledge and accept the White Settlement Police Department 2023 Racial Profiling Report.
5. Acknowledge and accept the 2024 Budget Calendar.
6. Approval of a Memorandum of Understanding (MOU) between the White Settlement Police Department and Public Safety Cadets (PSC) for participation in the PSC youth education and mentoring program.
7. Adoption of a resolution authorizing continued participation with the Steering Committee of Cities served by ONCOR; authorizing the payment of ten cents per capita to the steering committee.
8. Approval of an Interlocal Cooperation Agreement (ILA) between the City and Tarrant County for remote video magistrate services.
9. Approval of a Stormwater Facility Maintenance Agreement (SWFMA) for property described as approximately 57.53 acre tract situated in the J. Murray survey, Abstract Number 1007, a portion

of Lot 1, Block A, White Settlement I.S.D. Brewer High School Addition, commonly known as 1000 S. Cherry Lane, White Settlement, Texas.

10. Approval of amendments to the previously approved Memorandum of Understanding (MOU) between the White Settlement Police Department and Alliance for Children.
11. Approval of an engagement letter with Drew Larkin Law, PLLC for legal services.

DELIBERATION AGENDA

12. Discuss and consider a Professional Service Agreement (PSA) between the City and James DeOtte Engineering, Inc. for the Clyde Street Water Line Project in the amount of \$115,150.00.
13. Discuss and consider a buy-board proposal from Sports Fields Solutions in the amount of \$54,955.00 for the renovation of three infields at Central Park.

BOARD APPOINTMENTS

14. Discuss and consider reappointments to expired terms on the following boards and commissions. Current members have requested consideration for reappointment. Applications for new appointments have not been received.
 - a. Board of Adjustment and Appeals – terms to expire February 2026:
 - i. Ann Smith, Place 2
 - ii. Mark Simeroth, Place 4
 - iii. Zachary Moten, Alternate 1
 - b. Crime Control and Prevention District – terms to expire February 2027:
 - i. Joshua Lemons, Place 1
 - ii. Angie Nolan, Place 6
 - c. Library Board – terms to expire February 2026:
 - i. Rachel Wood, Place 5
 - d. Park and Recreation Board – terms to expire February 2027:
 - i. Pamela Kenney, Place 3
 - ii. Patricia England, Place 4
 - iii. Angela Destro, Place 5
 - e. Planning and Zoning Commission – terms to expire February 2027:
 - i. Torey Osborne-Dill, Place 7
 - f. Pride Commission – terms to expire February 2027:
 - i. Martha Cook, Place 1
 - ii. Aaron James, Place 6

EXECUTIVE SESSION

15. Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:
 - a. Sec. 551.072 Deliberations about real property: The City Council may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person including property described as Lot 1 of Block 1 DJK Addition, Lots 1-

3 of Block 1 Parkview Villas, White Settlement, Texas and 7910 White Settlement Rd., White Settlement, Texas.

- b. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about any matters listed on the agenda, pending or contemplated litigation; and council training.

16. Reconvene in Open Session to take action, if any, on items discussed in Executive Session.

ADJOURNMENT

Notice posted on the 2nd day of February, 2024 on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas.


Amy Arnold

City Secretary

ACCESSIBILITY STATEMENT: The City of White Settlement City Hall is accessible to persons with disabilities. Specially marked parking spaces are available at both Meadow Park Drive and Hanon Drive. Accessible entry through automatic doors meeting ADA requirements is available at the main entrance which is located on the north side of the building. If additional assistance is needed to observe or comment, please contact the City Secretary at least 24-hours prior to the meeting at aarnold@wstx.us



**WHITE SETTLEMENT POLICE DEPARTMENT
EXTERNAL CORRESPONDENCE MEMORANDUM
INFORMAL REPORT TO MAYOR AND COUNCIL**

TO: WHITE SETTLEMENT CITY COUNCIL
FROM: CHRISTOPHER COOK, CHIEF OF POLICE
REF: NATIONAL NIGHT OUT AWARD
DATE: JANUARY 9, 2024

ISSUE

The White Settlement Police Department is an active agency member with the National Association of Town Watch (NATW). As part of membership, the NATW hosts an annual award process for agencies that participate in National Night Out.

DISCUSSION

The White Settlement Police Department entered the 2023 National Night Out Awards program, which reviews submissions across the United States. With the population category of 15,000-50,000 residents, the department placed 19th in the national awards program.

ACTION

No action required.

COSTS

None.

ADDITIONAL INFORMATION

Attached:
2023 National Night Out Award

STAFF CONTACT(S)

Christopher Cook
Chief of Police
817-246-7070 X 103
ccook@wspd.us

Jeffrey James
City Manager
817-246-4971
jjames@wstx.us

NATIONAL ASSOCIATION OF TOWN WATCH

AWARDS PROGRAM

City of White Settlement

placed 19th across the United States in the annual

NATIONAL NIGHT OUT AWARDS PROGRAM





White Settlement Police Department



HONORABLE SERVICE & MENTION

Know all people by this certificate that

SAMUEL BROWN

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 26th day of November, 2023, Officer Samuel Brown was on duty for the White Settlement Police Department when she responded to a shooting call. Samuel responded to the scene with Officer Haley Buck and located a man in the roadway with an apparent gunshot wound. The injury was located on the man's leg so officers immediately rendered first aid, which included placing tourniquets to save the man's life and prevent further loss of blood.

As the Fire Department and medical personnel arrived to provide additional life saving measures, the man was transported to a local hospital for treatment. Due to the quick response and initial life saving measures performed by Officers Buck and Brown, this man survived.

On behalf of the citizens of the City of White Settlement and the City Council, we commend your actions on that day. It is employees such as you, that make our community stronger and better for all.

Be it known that on this 6th day of February, 2024, your actions are recognized along with the positive contributions made that day as an Honorable Service and Mention by the White Settlement City Council.

Faron Young
Mayor
City of White Settlement, Texas

Jeffrey J. James
City Manager
City of White Settlement, Texas



White Settlement Police Department



HONORABLE SERVICE & MENTION

Know all people by this certificate that

DENISE CALLAHAN

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Lieutenant Denise Callahan was on duty and working in the capacity as command level for the White Settlement Police Department when she responded to assist on a welfare check. Denise responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Denise assisted with this call, in addition to the many responsibilities of coordinating the agency's response from an investigative standpoint.

On behalf of the citizens of the City of White Settlement and the City Council, we commend your actions on that day. It is employees such as you, that make our community stronger and better for all.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



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GEOVANNY RAMIREZ

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Officer Geovanny Ramirez was on duty and working in the capacity as a patrol officer for the White Settlement Police Department when he responded to assist on a welfare check. Geovanny responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Geovanny assisted with this call, in addition to the many responsibilities of coordinating the agency's response from a patrol standpoint.

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City Manager
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White Settlement Police Department



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JONATHAN RUSSELL

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Corporal Jonathan Russell was on duty and working in the capacity as a supervisor for the White Settlement Police Department when he received a welfare check. Jonathan responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Jonathan managed this call, in addition to the many responsibilities of coordinating the agency's response.

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White Settlement Police Department



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NATHEN PEREZ

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Officer Nathen Perez was on duty and working in the capacity as a patrol officer for the White Settlement Police Department when he responded to assist on a welfare check. Nathen responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Nathen assisted with this call, in addition to the many responsibilities of coordinating the agency's response from a patrol standpoint.

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White Settlement Police Department



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ROGER YOUNT

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Assistant Police Chief Roger Yount was on duty and working in the capacity as command level for the White Settlement Police Department when he responded to assist on a welfare check. Roger responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Roger assisted with this call, in addition to the many responsibilities of coordinating the agency's response from a patrol standpoint.

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White Settlement Police Department



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COLE KIMBERLIN

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Fire Engineer Cole Kimberlin was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. Cole responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. Cole assisted with this call, in addition to the many responsibilities of assisting the police department.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



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DAVID KOSTYAK

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Fire Captain David Kostyak was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. David responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. David assisted with this call, in addition to the many responsibilities of assisting the police department.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



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JAMES LANDRY

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Firefighter James Landry was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. James responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. James assisted with this call, in addition to the many responsibilities of assisting the police department.

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White Settlement Police Department



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JOHN RIPOLL

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Firefighter John Ripoll was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. John responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. John assisted with this call, in addition to the many responsibilities of assisting the police department.

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City Manager
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KATELYNN N. WRIGHT

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Katelynn Wright was on duty and working in the capacity as a Dispatcher for the WEST COMM 911 Dispatch Center when she received a welfare check. Katelynn dispatched officers and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Katelynn managed this call, in addition to the other calls that were still coming in that impacted the communities of White Settlement, Westworth Village, and Sansom Park,

On behalf of the citizens of the City of White Settlement and the City Council, we commend your actions on that day. It is employees such as you, that make our community stronger and better for all.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



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LAURA GONZALEZ

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Detective Laura Gonzalez was on duty and working in the capacity as a patrol officer for the White Settlement Police Department when she responded to assist on a welfare check. Laura responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Laura assisted with this call, in addition to the many responsibilities of coordinating the agency's response from an investigative standpoint.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



HONORABLE SERVICE & MENTION

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WESLEY GREGORY

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 9th day of December 2023, Officer Wesley Gregory was on duty for the White Settlement Police Department when he responded to a medical call where a 40-year old man was not breathing. Wesley responded to the scene and began CPR until relieved by the White Settlement Fire Department.

As the Fire Department and medical personnel arrived to provide additional life saving measures, the man was transported to a local hospital for treatment. Due to the quick response and initial life saving measures performed by Officer Gregory, this man survived.

On behalf of the citizens of the City of White Settlement and the City Council, we commend your actions on that day. It is employees such as you, that make our community stronger and better for all.

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City Manager
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White Settlement Police Department



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RANDY ROGERS

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Fire Marshal Randy Rogers was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. Randy responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. Randy assisted with this call, in addition to the many responsibilities of assisting the police department.

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City Manager
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White Settlement Police Department



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STEVEN PERSON

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Sergeant Steven Person was on duty and working in the capacity as an investigative supervisor for the White Settlement Police Department when he responded to assist on a welfare check. Steven responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers and officers. Steven assisted with this call, in addition to the many responsibilities of coordinating the agency's response from an investigative standpoint.

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City Manager
City of White Settlement, Texas



White Settlement Police Department



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WILLIAM SCLAFANI

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 16th day of December, 2023, Firefighter William Sclafani was on duty for the White Settlement Fire Department when he responded to assist on a welfare check. William responded to the scene and managed a very difficult call that was later determined to be an automobile versus a pedestrian fatality. These types of calls can be emotionally draining for dispatchers, officers, and firefighters. William assisted with this call, in addition to the many responsibilities of assisting the police department.

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Jeffrey J. James
City Manager
City of White Settlement, Texas



White Settlement Police Department



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HALEY BUCK

EMPLOYEE OF TARRANT COUNTY, TEXAS

Is formally recognized and commended in recognition of

SUPERIOR PERFORMANCE DURING LINE OF DUTY

On the 26th day of November, 2023, Officer Haley Buck was on duty for the White Settlement Police Department when she responded to a shooting call. Haley responded to the scene with Officer Samuel Brown and located a man in the roadway with an apparent gunshot wound. The injury was located on the man's leg so officers immediately rendered first aid, which included placing tourniquets to save the man's life and prevent further loss of blood.

As the Fire Department and medical personnel arrived to provide additional life saving measures, the man was transported to a local hospital for treatment. Due to the quick response and initial life saving measures performed by Officers Buck and Brown, this man survived.

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Faron Young
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City of White Settlement, Texas

Jeffrey J. James
City Manager
City of White Settlement, Texas



MINUTES OF A PUBLIC MEETING

CITY COUNCIL

6:30 PM – January 2, 2024

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

Mayor Faron Young called the meeting to order at 6:30 p.m. with a quorum of members present as follows:

COUNCIL MEMBERS PRESENT

Faron Young, Mayor
Amber Munoz, Mayor ProTem, Place 3
Paul Moore, Council Place 1
Alan Price, Council Place 2
William Wright, Council Place 4
Gregg Geesa, Council Place 5

EXECUTIVE STAFF PRESENT

Jeff James, City Manager
Amy Arnold, City Secretary
James Donovan, TOASE, City Attorney

INVOCATION / PLEDGE OF ALLEGIANCE

Communications Manager AC Hall gave the invocation and Mayor Young led the Pledge of Allegiance.

PUBLIC PARTICIPATION

Patricia England addressed the city council in opposition to a proposed waste facility in Fort Worth and questioned why city representatives were not present at a meeting she attended (which took place at the same time as the November city council meeting).

Daniel J. Bennett addressed the city council with information on TAD board members.

PRESENTATIONS

The following presentations were made:

1. Presentation of an Appreciation Award to recognize individuals for their contribution to the 2023 Light the Night Christmas Parade. Awards were given to Michael Hopping, Yvette Washington, Maureen Barrett, and Kyle Johannsen.
2. City Manager presentation of items of community interest. Community Services Director Rich Tharp provided the city manager's report at the request of City Manager Jeff James. A review of recent activities and upcoming events was presented.

CONSENT AGENDA

Council Member Geesa made a motion to approve the consent agenda. Mayor ProTem Munoz seconded the motion which carried unanimously. Approval of the consent agenda included the following:

3. Approval of December 5, 2023 council meeting minutes.
4. Approval of an Interlocal Agreement (ILA) with the City of North Richland Hills for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Texas Government Code Section 791.025.
5. Approval of a Memorandum of Understanding (MOU) between the White Settlement Police Department and Alliance for Children.

DELIBERATION AGENDA

6. Discuss and consider a Professional Services Agreement (PSA) with Freeze and Nichols, Inc. for the update of the Wastewater Master Plan in the amount of \$281,000.00.

Public Works Director Larry Hoover explained the master plan is a working document that guides the utility operations, provides valuable information on system conditions, capacity and operations; allows for proper funding of maintenance operations and capital improvements vital to the life and service of the system. Mr. Hoover explained the PSA includes performing a complete analysis of the wastewater system to create recommendations on maintenance and capital improvements for the next several years. Mr. Hoover stated the project is expected to take 14 months to complete which will involve the 2024-2025 budget year with \$244,000 approved and included in the 2023-2024 budget and \$37,000.00 to be budgeted for 2024-2025.

Mayor ProTem Munoz made a motion to approve the PSA. Council Member Wright seconded the motion which carried unanimously.

7. Discuss and consider a resolution authorizing the White Settlement Police Department to continue participation in a Regional Law Enforcement Mutual Aid Task Force Agreement with other area law enforcement agencies; providing signatory authority; and providing an effective date.

Chief of Police Christopher Cook presented information on items 7 and 8 explaining the WSPD is a current participant. Chief Cook noted benefits of continued participation including receiving reciprocal assistance from other member agencies when needed. Chief Cook mentioned reauthorized participation agreements are being requested due to the length of time since last authorized in 2003.

Council Member Moore made a motion to approve the resolution and agreement. Mayor ProTem Munoz seconded the motion which carried unanimously.

8. Discuss and consider an agreement updating the White Settlement Police Department Inter-Jurisdictional Pursuit Policy

Chief of Police Christopher Cook provided information specific to this agreement including pursuit policy updates. Chief Cook requested reauthorized participation due to the length of time since last authorized in 2003.

Council Member Wright made a motion to approve the agreement. Council Member Geesa seconded the motion which carried unanimously.

EXECUTIVE SESSION

Mayor Young announced city council would convene in Executive Session at 6:54 after first reading the following statement.

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

9. Sec. 551.072 Deliberations about real property: The City Council may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, including real property being Parkview Villas Block 1 Lot 3, White Settlement, Texas.
10. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about pending or contemplated any matters listed on the agenda.

RECONVENE

11. Reconvene in Open Session to take action, if any, on items discussed in Executive Session.

Mayor Young announced City Council reconvened from Executive Session at 7:04 p.m.

No action was taken.

WORK SESSION

12. Hold a workshop to discuss and evaluate the expense, staffing, location and date of community social events proposed by Council Member Price and Council Member Geesa for a city-sponsored dance, Council Member Wright for a City Facility/Equipment Cleanup Event at Central Park, and Settlers Days. Please note, this item does not include discussions regarding current community social events, including Fourth of July or Light the Night Parade

Council Member Geesa began his presentation by explaining that he requested the item because he would like to see something for adults in the community. Councilman Geesa stated he would like the City to host a New Years Eve bash at Pecan Grove Convention Center. Councilman Geesa provided a banquet request template with estimated costs and proposed selling tickets at \$30 each to fund the event. Estimated costs included room rental, cash bar with bartender, and security. Councilman Geesa mentioned Council Member Alan Price was in agreement to MC the event at no cost to the city, with Councilman Price also agreeing to provide free advertising of the event on his radio show. Councilman Geesa also mentioned including a flyer in utility bills and using the city social media to advertise.

Council Member Alan Price commented on his agreement to MC the event and provide the city with free advertising on his radio program. Councilman Price mentioned he had spoken to entertainers who have agreed to participate in the event and his belief that sale of tickets would cover the cost of the event. Councilman Price also mentioned this would be the first event of its kind held by the city as far as he is aware and believes it would be a benefit to the community.

City Manager Jeff James responded by expressing his concerns with the legality of spending tax dollars on this type of entertainment, insurance liability of a cash bar at a city sponsored event on new years eve, and salaries that would need to be paid at double time to employees that would be required to work on the city holiday. City Manager Jeff James stated the risk was too great to consider a cash bar and he would not authorize a cash bar. City Manager Jeff James reminded council members the city provides the venue and third parties who rent the venue hold the party; expressing the city is not in the business of throwing parties.

Council Member Alan Price commented that ticket sales would fund the entire event therefore he does not think the city would be liable for anything. City Manager Jeff James explained the city would be liable due to it being a city sponsored event. The three gentlemen discussed in disagreement for several minutes as to whether or not the city would be held responsible.

Other council members questioned food costs, ticket pricing, printing of tickets, cost to include in water bill, etc. After discussions it was determined that another workshop would be scheduled in order to bring back detailed information and receive public input. (Scheduled for February 3, 2024, 10am to 12 pm at Pecan Grove Convention Center).

Council Member William Wright introduced his item explaining he would like to see cleanup at central park, specifically the skate park. Councilman Wright explained he reached out to other cities inquiring how they repaired/updated facilities and was told by organized community cleanup events using donated paint and repair services. Councilman Wright also noted he has acquaintances who are skilled in areas needed (welding, paint, etc.) who would be willing to donate their time to assist with the community

cleanup event. Members discussed holding another workshop on the item to allow time to research receive public input. (Scheduled for March 2, 2024 at 10am to 12pm at Pecan Grove Convention Center).

City Manager Jeff James mentioned he had included Settler's Day on this item as it may have been a possibility to include with a city event however he would not advocate for this to be held on new years eve. No further discussion on this event was heard.

Mayor Young called Patricia England, a resident who submitted a request to speak on this item, to make her comments. Ms. England mentioned she feels the city has more important things to work on other than a new year's eve party and questioned whether waivers would be signed by volunteers participating in the community cleanup event. City Attorney James Donovan explained waivers and confirmed.

ADJOURNMENT

Mayor Young adjourned the meeting at 7:35 p.m.

Approved this 6th day of February, 2024.

ATTEST:

Faron Young, Mayor

Amy Arnold, TRMC, CMC
City Secretary



**WHITE SETTLEMENT POLICE DEPARTMENT
EXTERNAL CORRESPONDENCE MEMORANDUM
INFORMAL REPORT TO MAYOR AND COUNCIL**

TO: WHITE SETTLEMENT CITY COUNCIL
FROM: CHRISTOPHER COOK, CHIEF OF POLICE
REF: RACIAL PROFILING REPORT
DATE: JANUARY 9, 2024

ISSUE

The White Settlement Police Department is legislatively required to file a 2023 Racial Profiling Report.

DISCUSSION

The White Settlement Police Department contracts with Del Carmen Consulting to provide a quarterly review and produce an annual report that meets the requirements of the law. Texas Occupations Code 1701.164 specifies the data that is required to be collected. Chief administrators of law enforcement agencies must submit racial profiling reports to their governing body as well as the Texas Commission on law Enforcement before March 1, 2024.

ACTION

No action required.

COSTS

None.

ADDITIONAL INFORMATION

Attached:
2023 Racial Profiling Report

STAFF CONTACT(S)

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Chief of Police
817-246-7070 X 103
ccook@wspd.us

Jeffrey James
City Manager
817-246-4971
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WHITE SETTLEMENT POLICE DEPARTMENT

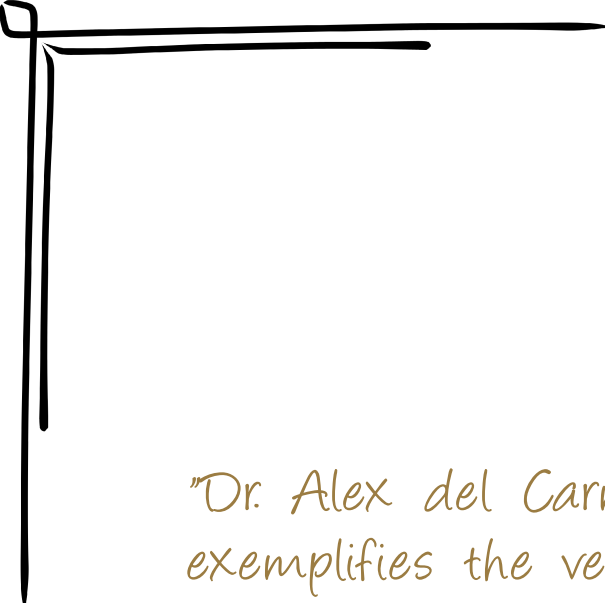


2023 RACIAL PROFILING REPORT



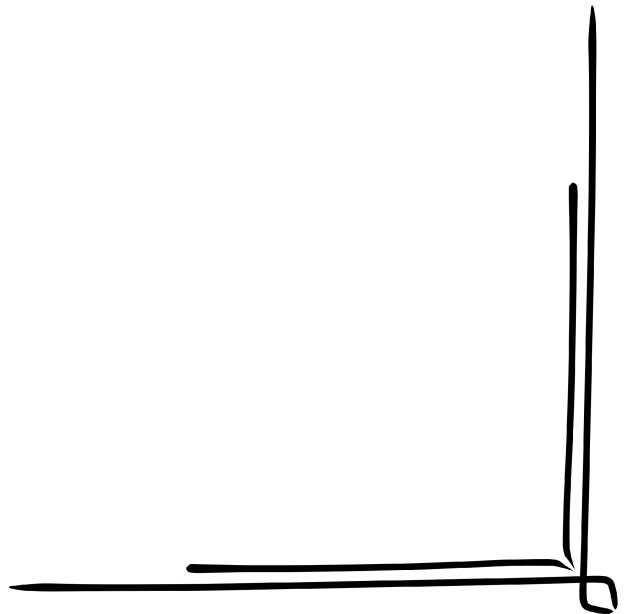
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LAW ENFORCEMENT EXPERTS



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

-Quote by Geneva Reed (Mother of Sandra Bland)



January 7, 2024

White Settlement City Council
214 Meadow Park Drive
White Settlement, TX 76108

Dear Distinguished Members of the City Council,

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

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

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/23 and 12/31/23. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

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

Sincerely,

Alex del Carmen, Ph.D.



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Public Education on Responding to Compliments and Complaints

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

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

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

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

All White Settlement 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 White Settlement Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of White Settlement has been included in this report.

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



Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

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

Abstract

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

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

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

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

Evaluation Process and Procedures

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

Reference Materials

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

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

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

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

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

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

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

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

F. Vehicle stop report

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

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

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



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

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

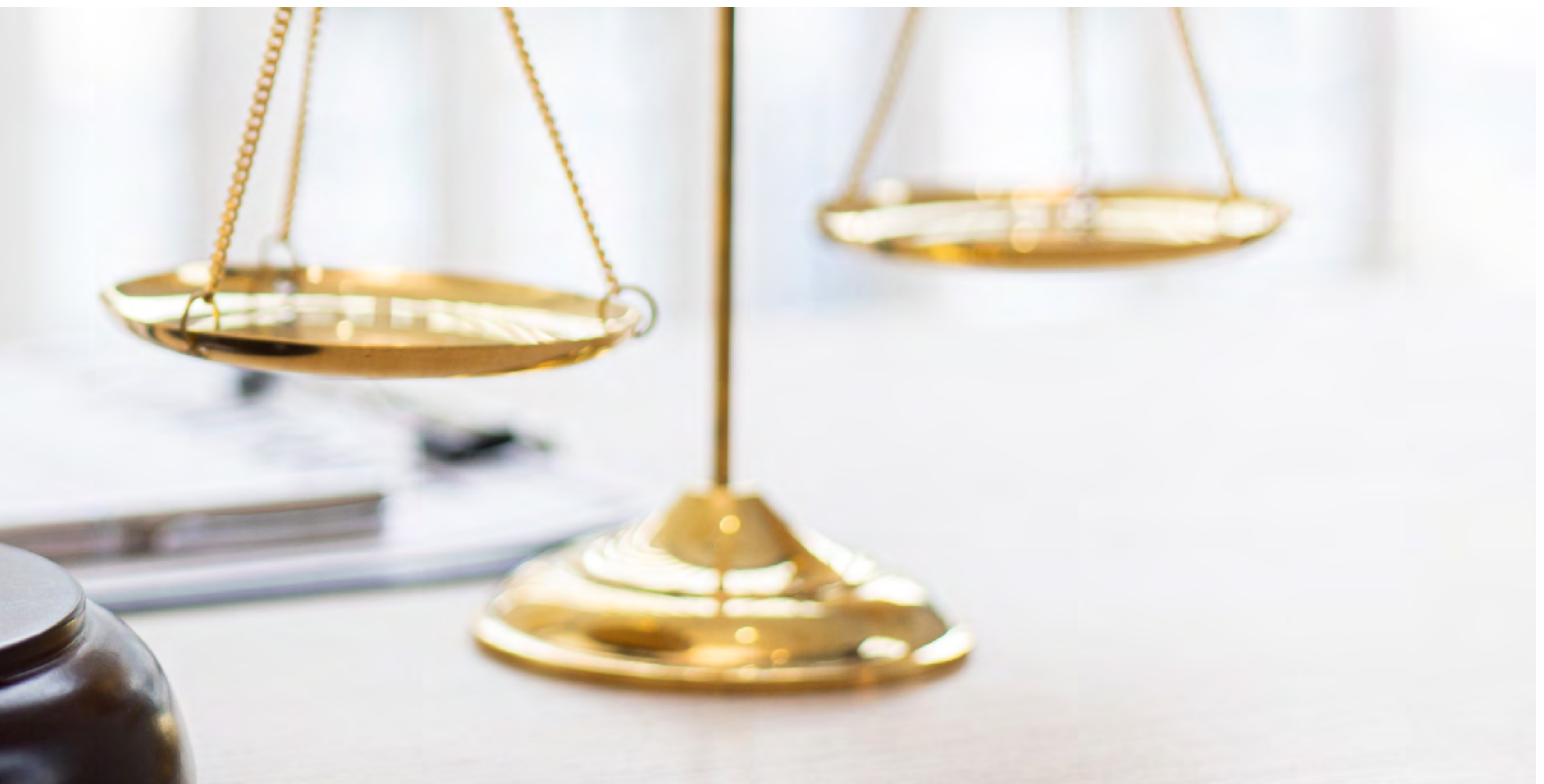
1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

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

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

C. Other cases

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



2.0 RACIAL PROFILING AND THE COMMUNITY

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

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

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

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

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

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

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



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

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

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

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

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

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

Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/23-12/31/23 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

☐

A check above indicates that the White Settlement Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/23-12/31/23.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case
01-06-21-2023	Racial Profiling	Unfounded

Additional Comments:

Racial Profiling complaint received online on June 21, 2023 reference a traffic stop that occurred in 400 block of S. Cherry Lane. Lt. Denise Callahan conducted thorough investigation and it was determined to be unfounded.

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 3,095

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	2,846
US Highway	60
State Highway	61
County Road	4
Private Property	124

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	112
No	2,983

RACE OR ETHNICITY

Alaska Native/American Indian	16
Asian/Pacific Islander	55
Black	609
White	2,045
Hispanic/Latino	370

GENDER

Female Total: 1,183

Alaska Native/American Indian	5
Asian/Pacific Islander	16
Black	243
White	795
Hispanic/Latino	124

Male Total: 1,912

Alaska Native/American Indian	11
Asian/Pacific Islander	39
Black	366
White	1,250
Hispanic/Latino	246

REASON FOR STOP?

Violation of Law Total: 68

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	56
Hispanic/Latino	4

Pre-existing Knowledge Total: 206

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	48
White	121
Hispanic/Latino	36

Moving Traffic Violation Total: 1,571

Alaska Native/American Indian	11
Asian/Pacific Islander	39
Black	321
White	1,034
Hispanic/Latino	166

TIER 2 DATA

Vehicle Traffic Violation Total: 1,250

Alaska Native/American Indian	5
Asian/Pacific Islander	15
Black	232
White	834
Hispanic/Latino	164

Contraband (in plain view) Total: 19

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	4
White	11
Hispanic/Latino	3

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	2	14
Asian/Pacific Islander	3	52
Black	34	575
White	97	1,948
Hispanic/Latino	11	359
TOTAL	147	2,948

Probable Cause Total: 65

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	21
White	39
Hispanic/Latino	3

Inventory Total: 9

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

REASON FOR SEARCH?

Consent Total: 31

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	2
White	23
Hispanic/Latino	5

Incident to Arrest Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	17
Hispanic/Latino	0

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	1
Asian/Pacific Islander	2	1
Black	21	13
White	59	38
Hispanic/Latino	6	5
TOTAL	89	58

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	1	1
Black	4	17
White	13	46
Hispanic/Latino	0	6
TOTAL	18	71

DESCRIPTION OF CONTRABAND

Drugs Total: 59

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	17
White	36
Hispanic/Latino	3

Currency Total: 1

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

Weapons Total: 1

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

Alcohol Total: 3

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

TIER 2 DATA

Stolen Property Total: 0

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

Other Total: 27

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	20
Hispanic/Latino	3

RESULT OF THE STOP

Verbal Warning Total: 1,204

Alaska Native/American Indian	5
Asian/Pacific Islander	28
Black	223
White	661
Hispanic/Latino	287

Written Warning Total: 518

Alaska Native/American Indian	2
Asian/Pacific Islander	12
Black	67
White	423
Hispanic/Latino	14

Citation Total: 1,315

Alaska Native/American Indian	8
Asian/Pacific Islander	14
Black	307
White	917
Hispanic/Latino	69

Written Warning and Arrest Total: 0

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

Citation and Arrest Total: 0

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

Arrest Total: 58

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	12
White	44
Hispanic/Latino	0

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 26

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	5
White	20
Hispanic/Latino	0

Violation of Traffic Law Total: 13

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

Violation of City Ordinance Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	4
Hispanic/Latino	0

Outstanding Warrant Total: 13

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	9
Hispanic/Latino	0

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

	YES	NO
Alaska Native/American Indian	0	16
Asian/Pacific Islander	0	55
Black	1	608
White	3	2,042
Hispanic/Latino	0	370
TOTAL	4	3,091

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	16	8	5	2	1%	1%	0%	0%
Asian/ Pacific Islander	55	14	28	12	2%	1%	2%	2%
Black	609	307	223	67	20%	23%	19%	13%
White	2,045	917	661	423	66%	70%	55%	82%
Hispanic/ Latino	370	69	287	14	12%	5%	24%	3%
TOTAL	3,095	1,315	1,204	518	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

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

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	1%	0%
Asian/Pacific Islander	2%	5%
Black	20%	14%
White	66%	60%
Hispanic/Latino	12%	19%
TOTAL	100%	99%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	2	0	1
Asian/Pacific Islander	3	1	1
Black	34	2	12
White	97	23	44
Hispanic/Latino	11	5	0
TOTAL	147	31	58

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

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop
1	3/24/2023	City Street	Vehicle Traffic Violation
2	5/20/2023	Private Property	Violation of the Law
3	7/23/2023	City Street	Violation of the Law
4	8/20/2023	Private Property	Vehicle Traffic Violation

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	2	1	1	1	1%	1%	2%	2%
Asian/ Pacific Islander	3	2	1	1	2%	2%	2%	2%
Black	34	21	13	12	23%	24%	22%	21%
White	97	59	38	44	66%	66%	66%	76%
Hispanic/ Latino	11	6	5	0	7%	7%	9%	0%
TOTAL	147	89	58	58	100%	100%	100%	100%

Table 6. Report on Audits.

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

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/23	Data was valid and reliable
2	1	06/01/23	Data was valid and reliable
3	1	09/01/23	Data was valid and reliable
4	1	12/01/23	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	1	25%
White	3	75%
Hispanic/Latino	0	0%
TOTAL	4	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	1	0	0	0%	8%	0%	0%
Asian/ Pacific Islander	1	0	0	0	4%	0%	0%	0%
Black	5	1	2	4	19%	8%	33%	31%
White	20	11	4	9	77%	85%	67%	69%
Hispanic/ Latino	0	0	0	0	0%	0%	0%	0%
TOTAL	26	13	6	13	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	2	1	50%	1%	1%
Asian/ Pacific Islander	3	2	67%	2%	2%
Black	34	21	62%	23%	24%
White	97	59	61%	66%	66%
Hispanic/Latino	11	6	55%	7%	7%

Analysis and Interpretation of Data

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

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

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

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

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

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

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

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the White Settlement Police Department commissioned the analysis of its 2023 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2023 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the “other” category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2023 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the White Settlement Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the White Settlement Police Department in 2023 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

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

Tier 2 (2023) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2023, it was evident that most motor vehicle-related contacts were made with Whites, followed by Blacks. Of those who came in contact with police, most tickets or citations were issued to Whites and Blacks; this was followed by Hispanics. However, in terms of written warnings, most of these were issued to Whites, followed by Blacks.

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

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2023 to the census data relevant to the number of “households” in DFW who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Hispanics and Asians who came in contact with police was the same or lower than the percentage of Hispanic and Asian households in DFW that claimed in the last census to have access to vehicles. The opposite was true of Whites, Blacks, and American Indians. That is, a higher percentage of Whites, Blacks, and American Indians came in contact with police than the percentage of White, Black, and American Indian households in DFW that claimed in the last census to have access to vehicles. It should be noted that the percentage difference among American Indian contacts with households is of less than 3%; thus, deemed by some as statistically insignificant.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Asians. This was followed by Blacks and Whites. This means that among all searches performed in 2023, the most significant percentage of these that resulted in contraband was among Asians. The lowest contraband hit rate was among American Indians.

Summary of Findings

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

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

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

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2024 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

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

Checklist

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

- ✔ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✔ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the White Settlement 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 and complaint process.
- ✔ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✔ Collect, report and analyze motor vehicle data (Tier 2).
- ✔ Commission Data Audits and a Search Analysis.
- ✔ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✔ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.
- ✔ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.



Legislative & Administrative *Addendum*

FEDERAL
TAX
REGULATIONS

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

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

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

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

Standard 1

Each law enforcement agency has a detailed written directive that:

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

Commentary

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

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

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

Standard 2

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

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

Commentary

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

Standard 3

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

Commentary

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

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

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

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

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

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

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

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

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

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

Standard 4

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

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

Commentary

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

Standard 5

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

Commentary

None

Standard 6

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

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

Commentary

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

Standard 7

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

Commentary

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

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

The Texas Law on Racial Profiling

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

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

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

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

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

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

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

(1) clearly define acts constituting racial profiling;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) the person's gender; and

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

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

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

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

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

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

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

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

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

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

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

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

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

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

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

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

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

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

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

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

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

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

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

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

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

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

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

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

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

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

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

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

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

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

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

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

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

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

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

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

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

(3) analyzing and reporting collected information.

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

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

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

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

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

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

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

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

(2) the registration number of the vehicle involved;

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

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

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

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

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

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

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

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

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

SECTION 9. Not later than January 1, 2002:

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

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

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

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

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

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

Secretary of the Senate

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

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

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

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

(a) In this article:

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

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

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

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

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

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

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

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

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

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

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

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

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

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

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

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

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

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

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

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

(A) the person's gender; and

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

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

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

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

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

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

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

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

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

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

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

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

(a) In this article:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

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

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

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

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

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

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

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

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

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

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

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

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

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

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

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

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

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

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

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

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

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

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

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

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

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

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

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

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

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

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

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

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

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

- (1) this chapter;

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

(3) a commission rule.

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

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

Racial and Ethnic Designations (H.B. 3051)

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

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

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

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

(A) Alaska native or American Indian;

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

(C) black;

(D) white; and

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

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

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

(1) Alaska native or American Indian;

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

(3) black;

(4) white; and

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

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

President of the Senate

Speaker of the House

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

Chief Clerk of the House

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

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

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

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

ARTICLE 1. SHORT TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

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

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

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

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

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

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

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

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

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

(2) it is reasonable to divert the person;

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

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

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

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

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

(1) establishing [a] new collaboratives; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise if the:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

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

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

(A) determine if a prisoner is pregnant; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as follows:

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

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

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

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

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

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

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

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

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

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

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

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

section.

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

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

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

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

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

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

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

(1) topics selected by the agency; and

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

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

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

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

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

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

(ii) issues concerning sex offender characteristics.

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

as follows:

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

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

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

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

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

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

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

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

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

(1) clearly define acts constituting racial profiling;

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

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

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

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

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

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

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

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

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

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

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

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

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

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

(2) the initial reason for the stop;

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

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

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

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

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

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

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

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

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

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

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

(2) make accessible online:

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

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

Senate Speaker of the House

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

Secretary of the Senate

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

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**WHITE SETTLEMENT
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

WHITE SETTLEMENT POLICE DEPARTMENT

GENERAL ORDERS		CHAPTER 2: Professional Standards & Conduct		NUMBER 202.00	
		TITLE: RACIAL/BIAS-BASED PROFILING			
		EFFECTIVE DATE: January 9, 2024	REVISION DATE: January 9, 2024		
		☐ NEW ☒ AMENDS			
		ACCREDITATION STANDARD(S): 2.01			
	AUTHORITY: CHIEF CHRISTOPHER COOK #391			PAGES 7	
	<i>C. Cook #391</i>				

202.01 PURPOSE

The purpose of this order is to reaffirm White Settlement Police Department's commitment to unbiased policing in all encounters between officers and members of the public. These policies and procedures serve to ensure public confidence and mutual trust through service provided in a fair and equitable manner.

202.02 POLICY

- A. It is the policy of the White Settlement Police Department to police in a proactive manner and to rigorously enforce local, state, and federal laws in a responsible and professional manner, without regard to race, ethnicity, gender, or any other identifying characteristic.
- B. Engaging in racial/bias-based policing is strictly prohibited. This policy is adopted in compliance with the requirements of existing Texas Racial Profiling laws.
- C. Officers shall actively enforce criminal laws with dignity and respect, without regard to race, ethnicity, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, national origin or any other identifiable group.
- D. It is the policy of this department to ensure full compliance with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964 and related non-discrimination authorities, including those identified in the Federal Motor Carrier Safety Administration's Title VI Program Assurance.

202.03 DEFINITIONS

- A. Racial/Bias-Based Profiling – A law enforcement-initiated action based on, but not limited to, an individual's race, ethnicity, national origin, gender, sexual orientation, gender identity, religion, economic status, age, cultural group, or any other identifiable group, rather than on the individual's behavior or on information identifying the individual's having engaged in criminal activity. Racial Profiling pertains to persons who are viewed as a suspect or potential suspect of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance or other contacts.
- B. Race or Ethnicity: For purposes of this policy: Alaskan or American Indian; Asian or Pacific Islander; Black; Latino or Hispanic; Middle Eastern; and White.

- C. An Act Constituting Racial/Bias-Based Profiling: Acts initiating law enforcement action, such as a motor vehicle stop, a subject stop, a search, issuance of a citation, asset forfeiture or an arrest based solely upon an individual's race, ethnicity, national origin, gender, sexual orientation, gender identity, religion, economic status, age, cultural group, or any other identifiable groups; or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Subject Stop: An interaction between a peace officer and an individual who is being stopped for the purposes of an investigation, in which the individual is not under arrest.
- E. Motor Vehicle Stop: An occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- F. Asset Forfeiture or Asset Seizure: A form of confiscation of assets authorized by the state. It typically applies to the alleged proceeds or instruments of crime. This applies, but is not limited, to terrorist activities, drug related crimes, and other criminal and even civil offenses.

202.04 PROHIBITION

- A. Officers are strictly prohibited from engaging in racial/bias-based profiling in driver contacts, field/pedestrian contacts, and in asset seizure and forfeiture efforts.
- B. The prohibition against racial/bias-based profiling does not preclude the use of race, ethnicity, or other factors in a detention decision by a peace officer.
- C. Race, ethnicity, and other factors may be legitimate indicators in such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching.

202.05 TRAINING

- A. Each peace officer employed by the City of White Settlement, including reserve and part-time peace officers shall complete the comprehensive education and training program on racial/bias-based profiling established by the Texas Commission on Law Enforcement (TCOLE), including legal aspects, not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certification, whichever date is earlier.
- B. The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial/bias-based profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas.
- C. Officers shall complete continuing departmental training every two years on Biased Based Policing as part of the Texas Police Chief's Association Best Practices Recognition Program.

202.06 COMPLAINT INVESTIGATION

- A. Any person who desires to file a complaint allegation on an officer's behavior regarding possible racial/bias-based profiling shall be referred to the on-duty supervisor.
- B. No person shall be discouraged, intimidated, or coerced from filing a racial/bias-based profiling complaint, or be discriminated or retaliated against due to filing such a complaint.

- C. The Police Department shall accept all complaints regarding possible racial/bias-based profiling behavior, including complaints that violate the non-discrimination requirements of Title VI (Title VI) of the Civil Rights Act of 1964 and related non-discrimination authorities as identified in the Federal Motor Carrier Safety Administration's Title VI Program Assurance.
- D. The Department shall investigate each complaint alleging racial/bias-based profiling by an White Settlement officer. Such complaints shall be in writing or shall be recorded to writing.
- E. The complaint should include the time, place, and details of the profiling behavior the identity or description of the officer or officers involved, the identity of the complainant and the complainant's contact information.
- F. Any employee who receives a complaint alleging racial profiling behavior shall provide the complainant with information on how to file a written complaint, including a personnel complaint form and notice of public information related to racial/bias-based complaints. The employee shall also record the contact information for appropriate follow-up by the investigating commander. The employee shall then forward the complaint and contact information to the on-duty supervisor.
- G. The on-duty supervisor shall forward the written complaint to the Patrol Commander within 24-hours of receipt.
- H. Receipt of each complaint shall be acknowledged by contacting the complainant in writing. All such complaints shall be reviewed and investigated by a command level supervisor as designated by the Chief of Police. The results of the review and investigation shall be provided to the Chief of Police and the complainant in addition to being submitted to the chain of command in accordance with policy.
- I. The investigating commander shall seek to determine if the officer who is subject of the complaint has engaged in a pattern of racial/bias-based profiling, including multiple acts of profiling behavior for which there is no reasonable, credible explanation based on established police and law enforcement procedures. A single act constituting racial/bias-based profiling may not be considered a pattern of racial/bias-based profiling.
- J. If there is a department video or audio recording of the events, the department shall provide a copy of this recording to the officer, if requested.
- K. When applicable, any findings that merit disciplinary action, training, or changes to policy shall be filed with the Chief of Police.
- L. Corrective Action. Any peace officer who is found, after investigation, to have engaged in racial/bias-based profiling in violation of this policy shall be subject to corrective action. Corrective action may include issuing discipline, mandating training; reprimand; diversity, sensitivity or other appropriate training; counseling; suspension; termination of employment; or taking other appropriate action as determined by the Chief of Police as appropriate.

202.07

PUBLIC EDUCATION

- A. This department shall provide public notice and education to the community related to its policy prohibiting racial profiling and the compliment or complaint process.
- B. The public notice shall both inform the public of the department's racial/bias-based profiling compliment/complaint process and also notify the public that the department is

in full compliance with federal and state non-discrimination requirements, including the Federal Motor Carrier Safety Administrations Title VI Program.

- C. The education material shall include the information required by law so that member of the public may easily compliment an officer or file a complaint with respect to motor vehicle and subject stop activity.
- D. The department shall prepare legislatively required administrative reports to satisfy requirements concerning collection of data related to racial/bias-based policing.
- E. Methods that may be utilized to enhance public education include, but are not limited to:
 - 1. The news media.
 - 2. Service or civic presentations.
 - 3. Departmental website.
 - 4. Notification on the back of citations and warnings.
 - 5. Sandra Bland Act cards when verbal warnings are provided in the field.
 - 6. Handouts and fliers located at the Police Department and City Hall.
- F. The information will include the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each citation, written warning, or verbal warning issued.
- G. Information will be made available when appropriate in English and Spanish.

202.08

CITATION DATA COLLECTION & REPORTING

- A. Collection and Reporting Guidelines
 - 1. For each motor vehicle and subject stop not related to a dispatched call for service, the primary officer involved in the stop shall collect information in compliance with the State of Texas Racial Profiling laws and this policy.
 - 2. For each asset forfeiture event, information on the person in control of the property shall be collected in compliance with this policy.
 - 3. The motor vehicle stop information collected shall be compiled into an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the Mayor and City Council no later than March 1 of the following year.
 - 4. The subject stop information collected shall be compiled into an annual report covering the period of January 1 through December 31 of each year, and shall be submitted to the Police Chief no later than March 1 of the following year.
 - 5. The Support Commander, in coordination with the Records Unit, is responsible for ensuring the motor vehicle and subject stop information is reviewed and analyzed on an annual basis, pursuant to this policy. The review shall include a review of the data collected and citizen concerns to determine if the policies and practices regarding motor vehicle or subject stops can be improved.
 - 6. If an outside consultant is utilized, the Support Commander shall ensure that all quarterly audits are completed by providing statistical data to the consultant.
 - 7. The annual reports shall not include identifying information about any individual stopped or arrested and shall not include identifying information about any peace officer involved in a stop, arrest or asset forfeiture.
- B. Motor Vehicle and Subject Stop Collection, Compilation, and Reporting Requirements
 - 1. Each officer shall make the following report for each motor vehicle stop and for every subject stop to which an officer is not dispatched:

- a. a physical description of the driver involved in a motor vehicle stop and a physical description of each person involved in a subject stop, including gender and race; and whether the officer did or did not know the person's race prior to contact;
 - b. reason for the stop;
 - c. final outcome of the stop – citation, arrest, or warning; resident status;
 - d. if a search was conducted, what type of search;
 - e. if contraband was seized, what type of contraband; and
 - f. if force was used, was there resulting injury to the subject.
2. Motor Vehicle and Subject Stop Procedure
- a. Officers must checkout on every motor vehicle and subject stop, via radio communication with dispatch, unless authorized to mark out via the computer in a vehicle.
 - b. A call for service shall be initiated in CAD for each motor vehicle and subject stop. Initiating the call requires no additional action by the officer. However, the call must be cleared with the appropriate disposition code at the conclusion of the stop.
 - c. Officers must clear the call on the MDC; not through dispatch. Only officers working without a properly operating MDC may clear motor vehicle and subject stops through dispatch over the radio.
 - d. Every motor vehicle or subject stop must be cleared with an appropriate disposition sequence. The clearance code sequence captures data in the following categories of information:
 - Race
 - gender;
 - reason for stop;
 - final outcome;
 - resident status;
 - whether a search was conducted;
 - search type, if applicable;
 - contraband description, if applicable; and
 - use of force.
 - e. For motor vehicle stops, the officer is required to collect the information only on the driver; passenger information is not required.
 - f. For subject stops, the officer must collect the information on each subject stopped. For example, if 3 individuals are questioned on a subject stop, then there should be three calls opened and closed using the clearance code sequence.
 - g. Officers shall use their observations skills, training and experience to identify the characteristics of race and gender. Officers are prohibited from asking subjects to identify their own race and gender.
 - h. The codes shall be provided by the current CAD configuration software.
 - i. If a motor vehicle or subject stop is opened in error, the officer shall close the call with a "CANCEL CALL." The officer is not authorized to change a traffic stop/subject stop to another call type. The officer is not authorized to change any other call type to a traffic stop/subject stop.
 - j. The appropriate disposition code must be entered into the CAD clearance tab. Officers working without an MDC shall notify dispatch of the disposition by radio in the exact sequence as required or complete the Sandra Bland Act collection form. This form shall then be forwarded to Records for proper entry.

- k. It is important that the clearance of the call be recorded separately from any other police activity:
 - i. If the motor vehicle or subject stop results in any additional police action (such as an arrest), an additional separate call must be initiated and cleared independent of the motor vehicle or subject stop call.
 - ii. Whenever a second call is initiated, the officer must connect the two incidents by either listing the motor vehicle or subject stop call number in the comment area of the second call, or asking dispatch to cross-reference the calls.
 - iii. The officer should clear the motor vehicle or subject stop call as soon as reasonably possible in order for all new information to be connected to the correct new call.
- l. Special Circumstances
 - i. Notifications from alerts such as license plate readers or broadcast communications (TCIC/NCIC) that result in a traffic stop or subject stop will comply with this policy and proper data collection will occur.
 - ii. A vehicle overtaking or pursuit in which the vehicle is not ultimately stopped does not qualify as a “motor vehicle stop” for the purposes of this policy.
 - iii. An officer who attempts to stop a motor vehicle for a traffic violation and the vehicle evades, the traffic stop call sheet should not be used. The officer shall cut a call-type that best describes the offense related to the fleeing vehicle. If a traffic stop call sheet is cut, the officer may cancel that call and open the correct call as described above.
 - iv. An officer stopping a suspect vehicle or individual related to an open (dispatched) call shall carry that stop as part of the open call, and not as a motor vehicle or subject stop.
 - v. An officer who stops a subject who is a witness or is related to an offense shall open a call based on that offense; this policy shall not apply.
- 3. Annual Report in Compliance with State Law
 - a. The annual report shall include a comparative analysis of the information compiled by each officer to:
 - i. evaluate and compare the number of motor vehicle stops of drivers who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
 - ii. examine the disposition of motor vehicle stops; and
 - iii. evaluate and compare the number of searches resulting from motor vehicle stops and whether contraband or other evidence was discovered in the course of those searches.
 - b. The annual report shall include information relating to each complaint filed with the City alleging that a peace officer employed by the City had engaged in racial / bias-based profiling.
- 4. Subject Stop Annual Report
 - a. The subject stop annual report shall include a comparative analysis of the information compiled by each officer.
 - b. The purpose of the subject stop analysis is identical to the purpose of motor vehicle stop analysis.

C. Asset Forfeiture

1. The Support Lieutenant shall evaluate the asset forfeitures on an annual basis and determine if the department's practices are unfairly targeting persons who are recognized as racial or ethnic minorities.
2. The Support Lieutenant shall submit an annual administrative review of the department's practices, including citizen concerns, by March 1 of the following year.

202.09

USE OF VIDEO / AUDIO RECORDING EQUIPMENT

- A. The Department shall retain the video and/or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop.
- B. If a complaint is filed with the Department alleging that a peace officer has engaged in racial profiling with respect to a motor vehicle stop, the Department shall retain the video and/or audio record of the stop until final disposition of the complaint.
- C. Supervisors, on a quarterly basis, will review an entire contact of at least two random recordings for all officers under their command to ensure proper usage of recording equipment and adherence to established policy and procedures.
 1. The review will be documented on a video review log. The following information will be captured on the log:
 - a. Date/Time the review conducted
 - b. Supervisor conducting the review
 - c. Officer being reviewed
 - d. Date/Time of the motor vehicle stop(s) being reviewed
 - e. Number of motor vehicle stops reviewed
 - f. Findings related to the review
 2. Minor infractions discovered during the review will be address by the supervisor, including retraining when appropriate. Major infractions will be referred to internal affairs. Disciplinary actions will be addressed in accordance with department policy.
 3. Completed logs will be forwarded to the Patrol Lieutenant, who shall maintain a Log Book of all audits conducted for archiving.

----- END OF DOCUMENT

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

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

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BUDGET

Meeting Schedule

**APRIL
27**

BUDGET KICKOFF & DEPARTMENT PRESENTATIONS

9AM -12 PM
PECAN GROVE CONVENTION CENTER

JUNE

**6 PM
CITY HALL**

12

BUDGET WORK
SESSION #1

13

BUDGET WORK
SESSION #2

17

BUDGET WORK
SESSION #3

18

BUDGET WORK
SESSION #4

AUGUST

**6:30 PM
CITY HALL**

6

- PRESENT CCPD & EDC BUDGETS TO COUNCIL
- PUBLIC HEARINGS ON CCPD / EDC BUDGETS
- ADOPT/REJECT CCPD AND EDC BUDGETS

13

- SUBMIT SUMMARY OF APPRAISAL ROLLS TO COUNCIL
- SUBMIT NO NEW REVENUE AND VOTER APPROVAL TAX RATES TO COUNCIL
- TAKE A RECORD VOTE ON TAX RATE

27

- ADOPT BUDGET
- RATIFY PROPERTY TAX REVENUE INCREASE
- ADOPT TAX RATE

**SEPT.
3**

- ADOPT BUDGET
- RATIFY PROPERTY TAX REVENUE INCREASE
- ADOPT TAX RATE

6:30 PM CITY HALL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
WHITE SETTLEMENT POLICE DEPARTMENT
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

White Settlement Police Department

2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. Public Safety Cadets: Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.

8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.

10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.

12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this

MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

APPROVED BY:

_____ Signature of agency/organization head or designee	_____ Date
--	---------------

Faron Young / Mayor, City of White Settlement

_____ Signature of agency/organization head or designee	_____ Date
--	---------------

Christopher Cook / Chief of Police, White Settlement Police Department

_____ Signature on behalf of Public Safety Cadets	_____ Date
--	---------------

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

- A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: info@PublicSafetyCadets.org or by calling the national office at: 703-717-8168.
- B. Brad Bukowski has been designated as the primary POC for the above-named agency/organization and may be contacted at: Patrol Commander bbukowski@wspd.us (817) 246-7070 x106.
- C. Jonathan Russell has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: Criminal Investigations Corporal jgonzalez@wspd.us (817) 246-7070 x111.
- D. Additional designated agency/organization Mentors (if any) are identified below:

Jonathan Russell, Patrol Corporal, jrussell@wspd.us (817) 246-7070 x521

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(Add additional pages as necessary)

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of White Settlement is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2024 assessment be made and a copy of the resolution be sent to the Steering Committee.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of White Settlement is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of White Settlement and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 6th day of February, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of White Settlement, Texas.

Faron Young, Mayor

ATTEST:

Signature
City Secretary

2023 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2023 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2023 events and looks ahead to 2024.



2023 RATE CASE NEWS

Oncor Rate Request Cut by Quarter Billion Dollars ***OCSC Represents Consumer Interests in Rate Case***

An order cutting Oncor's annual revenues by \$13 million — or .2 percent — received final Public Utility Commission authorization on August 24, 2023.

In a rate case filed in May 2022, the Dallas-based utility initially sought a \$251 million revenue increase, or 4.5 percent over its 2021 test year revenues of \$5,560,081,218. The administrative law judge hearing the case rejected that proposal with an initial Proposal for Decision ("PFD") adopted on April 6 and then the Commission reversed several findings in its Order on Rehearing adopted on June 30. In an August 24 vote, the Commission declined to extend the timeline for further consideration of the case.

As a result of the PUC's decision, Oncor has had its initial rate request slashed by more than a quarter-billion dollars. The PUC's decision will also lead to smaller bill increases for customers than they otherwise would have experienced under the company's initial proposal. The Steering Committee of Cities Served by Oncor ("OCSC") participated in the rate case on behalf of the cities in its coalition and their citizens.

Details

Oncor in a May 13, 2022, rate-case filing initially

sought a \$5,810,772,332 revenue requirement based on a 7.05 percent overall rate of return. The administrative law judge's PFD from April 6 would have decreased the utility's revenues by \$247 million, or by 4.4 percent.

However, the PUC's June 30 Order on Rehearing modifies that earlier PFD and will award the company a 6.65 percent rate of return on a \$5,547,515,324 revenue requirement. The approved revenue requirement represents a .2 percent reduction from the company's 2021 test year revenues of \$5,560,081,218.

Despite the utility's revenues remaining nearly unchanged under the order, residential customers nonetheless will see a bill increase because of the approved class cost-allocation methodology.

More specifically, an average residential customer would have experienced a \$7.22 monthly increase under the company's filed rate case, and Oncor would have benefited from an 11.2 percent increase in residential class revenues. Under the adopted Order on Rehearing, an average residential customer will experience a \$3.10 increase in monthly bills, and the company will benefit from a 6.1 percent increase in residential class revenues, according to an analysis by OCSC.

The Commission in its June 30 Order also agreed with an earlier recommendation by an administrative law judge that disallowed the utility's requested recovery of \$23.5 million from rate base. The PUC likewise agreed with the administrative law judge disallowing Oncor's requested annual amortization of \$851,000 for costs associated with an acquisition adjustment.

However, the PUC reversed an administrative law judge's determination that Oncor should not recover any costs associated with its investments in temporary emergency electric energy facilities. The administrative law judge previously concluded that Oncor did not comply with the competitive bidding requirements and that its use of mobile-generation units exceeded the limited purposes permitted under law. The PUC disagreed with both conclusions.

Oncor provides transmission and distribution services to approximately 13 million customers and interconnects approximately 3.8 million homes and businesses in Texas. Its service area covers more than 54,000 square miles, extending from the Red River to just north of Austin, and includes much of east Texas, west Texas, and parts of the Panhandle. Oncor owns, operates, and maintains more than 140,000 circuit miles of transmission and distribution lines and more than 1,100 substations and switching stations.

More information concerning this rate case can be found on the PUC website, under Docket No. 53601. Oncor's previous base-rate case was filed on March 17, 2017, in Docket No. 46957.

Other 2023 Oncor Rate Filings and Regulatory News

Energy Efficient Cost Recovery Factor Filing (55074)

On May 31, 2023, Oncor filed an application to establish its Energy Efficiency Cost Recovery Factor (EECRF) for the upcoming 2024 year. OCSC intervened in the case and identified aspects of the requested increase that were unreasonable based on Oncor's previous use of its EECRF budget.

In its original filing, Oncor sought a 2024 EECRF of \$72,399,769. After settlement negotiations, Oncor agreed to reduce its request by \$125,000.

The PUC approved the settlement on Sept. 14, 2023. More information can be found on the PUC website under Docket No. 55074.

Oncor Files Two 2023 DCRFs; PUC Rejects Hearings (55190, 55525)

On June 29, 2023, Oncor Electric Delivery Company filed a Distribution Cost Recovery Factor ("DCRF") application to increase its distribution revenues by \$152,777,465. The PUC approved the application on November 3, but with \$268,528 transmission expenses removed. With that modification, Oncor's authorized DCRF application will allow the utility to recover an additional \$152,508,937 from customers on an annual basis. The DCRF charge on residential bills associated with this DCRF filing will be .002847 per kilowatt hour, or about \$3.70 monthly for a customer using 1,300 kilowatt hours. More information can be found about the DCRF in PUC Docket 55190.

On September 15, Oncor submitted a second DCRF application for 2023. Under it, the utility seeks to increase its distribution revenues by another \$56,536,428. However, under a settlement agreement with the Oncor Cities Steering Committee and others, the utility agreed to reduce its recovery by \$3 million. The DCRF charge on residential bills under the revised agreement will be .002491 per kilowatt hour, or about \$3.24 monthly for a customer using 1,300 kWh monthly.

On Dec. 14, 2023, the PUC approved the settlement in the second DCRF, which can be found under PUC Docket 55525. The combined new DCRF charge (with changes from both 55190 and 55525) will be .005338, or about \$6.94 for a customer using 1,300 kWh monthly.

PUC Commissioner: No Right to Hearings in DCRF Cases

In a discussion of the second DCRF on Nov. 30, PUC commissioners agreed unanimously that parties have no right to hearings in DCRF proceedings. Chair Kathleen Jackson said she came to this conclusion because of the Legislature's adoption of Senate Bill 1015 in 2023 that includes a 60-day deadline for consideration of DCRF cases. Jackson further explained that since DCRF proceedings are interim rate adjustments, the opportunity for a hearing will occur in the next base rate proceeding. More information can be found in Docket 55525.

Oncor to Pay Penalty for Reliability Violations (55804)

Oncor will pay \$322,000 in penalties for repeated service and quality violations, under a 2023 settlement agreement.

The agreement, which Public Utility Commission staff posted on November 30, still requires approval by agency commissioners. Under it, Oncor agrees that it committed multiple violations of the PUC's service and quality standards during 2020 and 2021. Each of the violations pertained to the agency's System Average Interruption Duration and System Average Interruption Frequency Indexes, or "SAIDI" and "SAIFI," respectively.

By way of background, SAIFI measures the average number of service interruptions per customer — a figure calculated by summing the number of customers interrupted for each event and dividing that figure by the total number of customers. SAIDI, meanwhile, measures the average interruption time on a per-customer basis, and is expressed in minutes. All else equal, lower SAIDI and lower SAIFI scores represent better reliability.

However, according to the Nov. 30 proposed settlement agreement, Oncor exceeded average SAIDI and SAIFI scores by more than 300 percent on multiple occasions and on multiple feeders. Oncor gave varied reasons for the violations — on some occasions, the company blamed high-wind events and lightning strikes. On others, the company cited incidents involving public vehicles, such as trucks striking overhead lines.

Meanwhile, PUC staff, said that "Oncor's failure to maintain reliable electric distribution service presents a hazard to the health and safety of its customers.

"The most immediate health and safety risk is borne by customers who rely on electricity-dependent medical equipment, such as breathing machines and battery-powered mobility devices," the staff continued in its Nov. 30 PUC filing. "However, extended service interruptions during periods of extreme temperatures pose a risk to the health of all customers, especially those who may be elderly, sick, or otherwise vulnerable to prolonged exposure to hot or cold temperatures."

More information can be found on the PUC website, under Docket No. 55804.

2023 ERCOT NEWS

ERCOT Approves Fee Increase

ERCOT's budget will grow 40 percent in 2024 — adding nearly \$119 million to its current \$287 million budget, under newly authorized spending projections.

Much of the increase will come from a 13.5 percent increase in the System Administration Fee on wholesale energy — or from 55 cents per megawatt hour to 63 cents. The PUC approved the change on Nov. 2 on a 4-0 vote, after two hours of deliberation.

The grid operator initially sought a 71-cent fee, and then revised its request downward to 69 cents per mWh. But even that revised request received pushback from commissioners. "I asked (ERCOT) the question, 'Is there anything on your wish list that you didn't put in here?' And the answer was no... That tells me there's not a lot of budget scrutiny," Commissioner Jimmy Glotfelty said at the Nov. 2 meeting.

ERCOT will begin collecting the higher fee in January, and it will remain in effect through at least 2025. ERCOT CEO Pablo Vegas has said the organization likely will not seek another increase prior to 2028.

ERCOT, also known as the Electric Reliability Council of Texas, does not charge the System Administration Fee directly to end-user bills, but to middlemen in the

wholesale electricity market. Even still, a typical residential customer could expect to pay about \$1.20 per month downstream because of the ERCOT charge and the proposed increase.

The System Administration Fee finances most ERCOT operations, and, with the adoption of proposed adjustments, will account for \$330 million of the organization's \$424 million in 2024 revenue, according to

ERCOT Board Members Pay Nearly Doubles

ERCOT board members had their pay nearly doubled under a PUC order that becomes effective in July 2023.

Approved by the PUC during the previous month, the change increased base compensation for ERCOT board members from \$87,000 per year to \$160,000. In addition, the PUC approved increases in supplementary compensation for the board chair, board vice chair and for ERCOT committee chairs. Under the changes, the board chair's supplementary pay goes from \$12,800 to \$35,000; the vice chairs' supplemental pay goes from \$7,500 to \$15,000; and the supplemental pay for ERCOT committee chairs goes from \$5,600 to \$25,000.

ERCOT, in requesting the increases, said that compensation levels for board members have remained unchanged for almost 11 years.

Heat Wave Prompts Record Demand on ERCOT Grid

Power demand hit record highs inside ERCOT on at least a dozen occasions during the summer of 2023, with residential consumers and businesses cranking up their air conditioners for hours on end.

However, ERCOT, also known as the Electric Reliability Council of Texas, maintained sufficient resources to meet demand. ERCOT manages the electricity grid for about 90 percent of the state's power load.

In descending order, some of the peak usage records broken include the 85,435 megawatts consumed on August 10; the 83,961 MW consumed on August 9; the 82,539 megawatts consumed on July 18; the 81,911 megawatts on July 17; the 81,406 megawatts on July 13; and the 81,351 megawatts on July 12. One megawatt can power around 200 U.S. homes on a hot summer day.

Last summer, ERCOT consumers set 11 peak demand records.



Texas Gets Federal Money for ERCOT Grid

In 2023, the federal government allocated \$60.6 million to be directed to electric utilities in Texas to strengthen power grid infrastructure.

The U.S. Department of Energy announced the grant awards on July 6, explaining that the funding is intended to help the state's power grid withstand extreme weather events.

"These grants will help modernize the electric grid to reduce impacts of extreme weather and natural disasters while enhancing power sector reliability," U.S. Secretary of Energy Jennifer Granholm said in a statement.

State emergency officials will develop parameters for how to use the money, according to media reports. *The Texas Tribune* reports that the funding could go toward programs such as trimming trees around power lines or improving how equipment functions in extreme heat or cold.

Texas policymakers have focused various legislative and regulatory initiatives on grid dependability ever since the winter outages of 2021 that led to several hundred deaths.

PUC Commissioner, ERCOT Market Monitor Resign

Two key figures overseeing the state's power grid — Public Utility Commissioner Will McAdams and ERCOT Independent Market Monitor Carrie Bivens — submitted their resignations in 2023.

McAdams was first appointed to the PUC after Winter Storm Uri that left millions without power. He resigned from the commission effective in December.

The PUC on Nov. 9 also confirmed that Carrie Bivens, the independent market monitor for the Texas grid,

would be resigning. Her departure came shortly after she raised questions about the potential billion-dollar-plus cost of a new ancillary service — the ERCOT Contingency Reserve Service — approved by the Public Utility Commission.

Ms. Bivens is an employee of Virginia-based Potomac Economics, which currently holds the Independent Market Monitor contract for Texas. However, that contract is set to expire soon, and the PUC recently has issued a Request for Proposal for a new contract term.

88th Texas Legislature Recap: Electric Legislation

Before adjourning *sine die* on May 29, 2023, lawmakers of the 88th Regular Session of the Texas Legislature considered hundreds of bills that relate to electric and gas issues — including many filed in response to the devastating winter storm of 2021. Below we describe the final outcomes of some of the major bills relating to electricity issues, with descriptions of bills that passed and those that didn't.

Adopted Legislation

Bills relating to significant electricity issues that **received approval** during the 88th Regular Session include:

- **HB 1500**, by Rep. Justin Holland and Sen. Charles Schwertner, is the PUC, OPUC and ERCOT "Sunset" bill. **Many recommendations submitted by city groups such as the Steering Committee of Cities Served by Oncor ("OCSC") in advance of this year's session and prior ones were included in the final, adopted version of HB 1500.** These include requirements for a more deliberative process by the PUC for issuing directives to ERCOT; the creation of a cost cap on the expensive and unproven Performance Credit Mechanism market overhaul endorsed by the PUC; protections against the potential misuse by generators of Voluntary Mitigation Plans; and an increased penalty cap for market manipulation violations. The contents of several Senate bills that otherwise failed during the 88th Texas Legislature likewise made it into the final, adopted version of HB 1500. This included language from Senate Bill 1287, by Sen. Phil King, to cap ERCOT system interconnection costs,

with costs over the cap borne by the interconnecting generator and not ratepayers; and language from SB 7, by Sen. Charles Schwertner, that (among other things) establishes a new Ancillary Service for dispatchable generation resources that can remain operational for at least four hours.

- **SB 2627**, by Sen. Schwertner and Rep. Carol Alvarado, will allocate \$5 billion in tax dollars to create a low-interest loan program to incentivize building new generation facilities. The legislation likewise finances construction completion bonuses for and provides funding for system hardening in non-ERCOT areas.
- **SB 1015**, by Sen. Phil King and Rep. David Spiller, allows electric utilities to make Distribution Cost Recovery Factor (DCRF) filings twice per year (as opposed to current law that limits filings to once a year). **At the urging OCSC and the Texas Coalition for Affordable Power (“TCAP”), a separate city group, lawmakers removed a provision that would have limited city regulatory oversight over DCRF proceedings and made other improvements to this legislation.**
- **SB 1016**, by Sen. King and Rep. Jay Dean, creates a presumption in a utility rate proceeding that employee salaries and benefits are reasonable if based on a compensation study no more than three years old.
- **SB 2011**, by Sen. Schwertner and Rep. Shelby Slawson, raises the cap on enforcement penalties on ERCOT market manipulation violations from \$25,000 per violation per day to \$1 million per violation per day. It also requires more frequent updating of voluntary mitigation plans.

Failed Legislation

Bills relating to significant electricity issues from the 88th Regular Session that failed to become law include:

- **HB 3042**, by Rep. David Spiller, and **SB 1889**, by Drew Springer, relate “to the consideration of the proportion of long-term debt and equity capitalization in establishing the rates of electric utilities.” These companion bills would have modified rules for the calculation of debt and equity ratios for electricity ratemaking purposes — but to the detriment of ratepayers. **TCAP, OCSC and another city group, the Atmos Cities Steering Committee (“ACSC”), opposed this legislation.**
- **SB 1291**, by Sen. King, would have undermined the ability of municipalities to receive reimbursement for participating in electric utility rate cases. **TCAP, OCSC and ACSC opposed this legislation.**
- **SB 6**, by Sen. Schwertner, called for the creation of a multi-billion-dollar taxpayer-funded program to finance the construction of backup generation. A similar bill, **SB 1377** by Sen. Tan Parker, also failed to win approval.
- **SB 2010**, by Sens. Charles Schwertner and Phil King, related “to required reporting by the wholesale electric market monitor for the ERCOT region.” The Legislature adopted it on May 18. The governor vetoed it a month later. Had SB 2010 taken effect, it would have required the PUC to submit to the Legislature an annual report describing incidences of ERCOT market abuse during the previous 12 months. According to media reports, the bill was among dozens that the governor axed as part of his strategy to break an impasse over property tax legislation.

2024 OCSC Meetings

March 5
June 6—Virtual
September 12
December 12—Virtual

OCSC Officers

Chair—Paige Mims
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

OCSC Master List of Members (169 Total)

1. Addison	49. Edgecliff Village	97. Lamesa	145. Snyder
2. Allen	50. Ennis	98. Lancaster	146. Southlake
3. Alvarado	51. Eules	99. Lavon	147. Springtown
4. Andrews	52. Everman	100. Lewisville	148. Stephenville
5. Anna	53. Fairview	101. Lindale	149. Sulphur Springs
6. Archer City	54. Farmers Branch	102. Lindsay	150. Sunnyvale
7. Argyle	55. Fate	103. Little River Academy	151. Sweetwater
8. Arlington	56. Flower Mound	104. Malakoff	152. Temple
9. Azle	57. Forest Hill	105. Mansfield	153. Terrell
10. Bedford	58. Forney	106. McKinney	154. The Colony
11. Bellmead	59. Fort Worth	107. Mesquite	155. Trophy Club
12. Belton	60. Frisco	108. Midland	156. Tyler
13. Benbrook	61. Frost	109. Midlothian	157. University Park
14. Beverly Hills	62. Gainesville	110. Murchison	158. Venus
15. Big Spring	63. Garland	111. Murphy	159. Waco
16. Breckenridge	64. Garrett	112. New Chapel Hill	160. Watauga
17. Bridgeport	65. Glenn Heights	113. North Richland Hills	161. Waxahachie
18. Brownwood	66. Grand Prairie	114. Northlake	162. Westover Hills
19. Buffalo	67. Granger	115. O'Donnell	163. Westworth Village
20. Burkburnett	68. Grapevine	116. Oak Leaf	164. White Settlement
21. Burleson	69. Gunter	117. Oak Point	165. Wichita Falls
22. Caddo Mills	70. Haltom City	118. Odessa	166. Willow Park
23. Cameron	71. Harker Heights	119. Ovilla	167. Wilmer
24. Canton	72. Haslet	120. Palestine	168. Woodway
25. Carrollton	73. Henrietta	121. Pantego	169. Wylie
26. Cedar Hill	74. Hewitt	122. Paris	
27. Celina	75. Highland Park	123. Parker	
28. Centerville	76. Honey Grove	124. Plano	
29. Cleburne	77. Howe	125. Pottsboro	
30. Coahoma	78. Hudson Oaks	126. Prosper	
31. Colleyville	79. Hurst	127. Ranger	
32. Collinsville	80. Hutchins	128. Red Oak	
33. Colorado City	81. Hutto	129. Rhome	
34. Comanche	82. Iowa Park	130. Richardson	
35. Commerce	83. Irving	131. Richland Hills	
36. Coppell	84. Jolly	132. River Oaks	
37. Copperas Cove	85. Josephine	133. Roanoke	
38. Corinth	86. Justin	134. Robinson	
39. Cross Roads	87. Kaufman	135. Rockwall	
40. Crowley	88. Keene	136. Rosser	
41. Dallas	89. Keller	137. Rowlett	
42. Dalworthington Gardens	90. Kemp	138. Royse City	
43. De Soto	91. Kennedale	139. Sachse	
44. DeLeon	92. Kerens	140. Saginaw	
45. Denison	93. Killeen	141. Sansom Park	
46. Duncanville	94. Krum	142. Seagoville	
47. Early	95. Lake Worth	143. Seymour	
48. Eastland	96. Lakeside	144. Sherman	

City of Arlington, c/o Oncor Cities
Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste. 300
MS # 63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
1/9/2024	24-150

Bill To
City of White Settlement

Item	Population	Per Capita	Amount
2024 Membership Assessment	18,084	0.10	1,808.40
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			Total \$1,808.40

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is entered between Tarrant County, Texas ("COUNTY"), and the City of White Settlement ("CITY").

WHEREAS, the COUNTY and CITY desire to launch a **Remote Video Magistration Project** ("PROJECT") on CITY premises to provide Remote Video Magistration Services ("SERVICES") to the citizens of Tarrant County; and

WHEREAS, the CITY requires technical assistance from the COUNTY to implement the PROJECT; and

WHEREAS, the CITY requires the COUNTY'S assistance with securing certain equipment for the PROJECT; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The COUNTY and the CITY have authorized their designated representative to sign this Agreement; and
- e. Both parties acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

- 1.1 COUNTY will provide equipment and services as identified in the "Remote Video Magistration Municipalities City of White Settlement Infrastructure Assessment" ("ASSESSMENT") attached hereto as "Exhibit A."
- 1.2 COUNTY will provide training for CITY personnel pertaining to the use of COUNTY-provided PROJECT equipment prior to PROJECT commencement date.

2. CITY RESPONSIBILITY

- 2.1 CITY will provide equipment as identified in the ASSESSMENT.
- 2.2 CITY will provide ongoing maintenance and support for the CITY-provided equipment.

3. PROCEDURES DURING PROJECT

- 3.1 Parties agree that technical setup for the PROJECT will commence within 30 days of ILA execution, or on any date that both parties agree to in writing.
- 3.2 COUNTY retains the right to inspect and agree to the completed setup prior to providing any support.

4. PROJECT POINT OF CONTACT:

- 4.1 COUNTY: Russell D. Scott, Deputy Chief Information Officer
Information Technology Department
RDScott2@TarrantCounty.com
(817) 212-7468
200 Taylor Street, 4th Floor
Fort Worth, TX 76196-0213
- 4.2 CITY: Lt. Denise Callahan
White Settlement Police Department
dcallahan@wspd.us
(817) 246-7070 x 107
8900 Clifford Street
White Settlement, TX 76108

5. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

6. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

7. JOINT VENTURE AND AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

8. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

9. TERM AND TERMINATION

- 9.1 CITY and COUNTY agree to perform all responsibilities identified in the ASSESSMENT by December 31, 2024. Prior to December 31, 2024, the parties may agree in writing to extend the date for completion of party responsibilities.
- 9.2 The parties agree CITY shall only be allowed to utilize COUNTY-provided equipment while SERVICES are provided. CITY agrees termination of SERVICES shall result in termination of this Agreement. CITY shall provide thirty (30) days' prior written notice to COUNTY of intent to terminate SERVICES. Notwithstanding any other language to the contrary herein, either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. In the event of termination of this Agreement, neither party shall have any further obligations to the other party.
- 9.3 Upon termination of this Agreement, COUNTY shall take possession of all COUNTY-provided equipment and will pay for costs of uninstallation and removal or return delivery of said equipment.

TARRANT COUNTY, TEXAS

CITY OF WHITE SETTLEMENT

Tim O'Hare
County Judge

Jeffrey James
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A

Remote Video Magistration Municipalities

City of White Settlement

Infrastructure Assessment

Agency Name: City of White Settlement, Police Department

Date of Assessment: 12/12/2023

Location Address: 8900 Clifford St.

White Settlement, TX 76108 (817) 246-7070 x-107

Room Surveyed: _____

Required Components

1) City of White Settlement has **Electrical**: (Jeremiah Strickland; Lt. Callahan)

☒ (Yes) Existing solution

➤ Description of existing solution: Existing electrical

Minimal Required Specifications

☒ 120V power for all required devices

Recommendation:

2) City of White Settlement has **Cabling**: (Jeremiah Strickland; Lt. Callahan)

☒ (Yes) Existing solution

➤ Description of existing solution: Existing cabling

Minimal Required Specifications

☒ Minimum LAN cable spec of CAT6

Recommendation:

3) City of White Settlement has **Network:** (Jeremiah Strickland; Lt. Callahan)

☒ (Yes) Existing solution

➤ Description of existing solution: Existing network

Minimal Required Specifications

- ☒ Static IP within Network Configuration
- ☒ Available switch ports for all network devices
- ☒ One PoE switch port if using a PoE powered telephone.
- ☒ Constant bandwidth of 3072Kbps

Recommendation:

Port information has been provided.

4) Tarrant County will provide Video Conferencing system: (Garrett Collins; Jeremiah Strickland)

City of White Settlement (iwerk) will maintain the below Tarrant County provided equipment listed under Recommendations.

☒ (No) Existing solution

Description of existing solution:

Minimal Required Specifications

- ☒ Polycom Software: [RealPresence Desktop Video Conferencing Software](#)
- ☒ TechShare Magistration Portal url: <https://magportal.tarrantcounty.com/Account/Login?ReturnUrl=%2f>
- ☒ Remote video solution
- ☒ Mount for devices if applicable

Recommendation:

Micro-PC, 2 monitors, camera, speakers, Polycom RealPresence Software link, and
TechShare Magistration Portal url.

5) City of White Settlement has **Workstation** for MSO solution: (Jeremiah Strickland; Lt. Callahan; Garrett Collins)

☒ (Yes) Existing solution

➤ Description of existing solution: Existing laptop with camera and built-in speaker, however, they will use the Video Conference system as the workstation for the MSO solution.

Minimal Required Specifications

- ☒ TechShare Magistration Portal url: <https://magportal.tarrantcounty.com/Account/Login?ReturnUrl=%2f>

Recommendation:

Tarrant County will provide the TechShare software link for the MSO solution.

6) City of White Settlement has **Digital signature** capture capabilities: (Jeremiah Strickland; Lt. Callahan; Garrett Collins)

- ☒ (Yes) Existing solution

➤ Description of existing solution: Existing Topaz

Suggested

- ☒ Topaz Signature Pad
- ☒ Topaz software url: <https://topazsystems.com/sdks/sigweb.html>

Recommendation:

Tarrant County will provide the topaz system software link.

7) City of White Settlement has **Telephone** for access to language interpretation: (Jeremiah Strickland; Lt. Callahan)

- ☒ (Yes) Existing solution

➤ Description of existing solution: Existing telephone

Minimal Required Specifications

- ☒ Phone will need to be placed in the inmate area.
- ☒ Phone will need to have speaker capability.

Recommendation:

White Settlement will need to provide Tarrant County with the telephone number for Magistrate Judges to call.

8) City of White Settlement has Network accessible **Printers**: (Jeremiah Strickland; Lt. Callahan)

- ☒ (Yes) Existing solution

➤ Description of existing solution: Network printer exists and can be utilized for Magistration & MSO.

Minimal Required Specifications

- ☒ Network printer

Recommendation:

9) Public Display/Viewing magistration solution: (Chief Cook; Lt. Callahan)

- ☒ (No) Existing solution - *(note)* No existing solution. White Settlement decided to utilize the link for the public to watch magistrations online, instead of placing a monitor in the lobby.

Minimal Required Specifications

- ☒ Monitor, mount, micro-PC with remote access.

Recommendation:

Tarrant County team will need to ensure that the magistration is broadcasted on the website and at the Bond Desk. White Settlement team will need to ensure the public is provided the link and information for accessing the magistrations.



To: City Council
From: Robert Nunley
Date: February 6, 2024

WSISD is performing renovations and additions to its middle school property located at 1000 S. Cherry Lane. Property drainage has been analyzed, as required, confirming drainage detention is needed on the property. A Stormwater Facility Maintenance Agreement (SWMFA) is put in place when a drainage analysis proves detention is needed to provide a guideline on how the detention will be maintained with annual checklists submitted to the city for recording with the state.

This item provides for the approval and authorization of the required SWFMA between the City and WSISD for drainage detention on the property located at 1000 S. Cherry Lane. The agreement shows WSISD will be responsible for detention maintenance and reporting annual checklists to the city, with the city responsible for state reporting.

Staff recommends approval.

Date Received: _____

City Secretary

Time Received: _____

Number: _____

**STORMWATER FACILITY
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between WHITE SETTLEMENT ISD, acting by and through DAVID BITTERS, hereinafter referred to as “Landowner”, and the City of White Settlement, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as an approximately 57.53 acre tract situated in the J. Murray Survey, Abstract Number 1007, City of White Settlement, Tarrant County, Texas, being a portion of Lot 1, Block A, White Settlement I.S.D. Brewer High School Addition, an addition to the City of White Settlement, Texas, by plat recorded in Cabinet A, Slide 9510, County Records, Tarrant County, Texas, hereinafter called the “Property”.

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as BREWER MIDDLE SCHOOL ADDITION AND RENOVATION hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City and the Landowner provides for management of Stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of White Settlement, Texas require that on-site Stormwater Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that on-site Stormwater Management Facilities (“Facility”) as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached Exhibit “A” (“Facility Property”); and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner, its successors and assigns, shall adequately construct and maintain the on-site Stormwater Management Facility (“Facility”) at no expense to the City of White Settlement in accordance with the design specifications for the Facility, attached as Exhibit “B”, and the current standards then in force and effect in the City of White Settlement and with the Operations and Maintenance Plan attached to this Agreement as Exhibit “C”. The Stormwater Facility includes all pipes, channels or other conveyances built to convey Stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists, attached to this Agreement as Exhibit “D”, are to be used to establish what good working condition is acceptable to the City.
2. The Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.

3. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
4. In the event the Landowner, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**
5. The Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.
6. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM**

ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANT AND AGREE AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF WHITE SETTLEMENT, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE FACILITY, INCLUDING, BUT NOT LIMITED TO THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE POND AND ITS BANKS, (2) SLOPE FAILURE OF THE BANKS OF THE POND, OR (3) FAILURE OF THE POND OR ITS BANKS TO OPERATE IN A MANNER CONSISTENT WITH CITY OF WHITE SETTLEMENT CRITERIA TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.

7. Landowner covenants and agrees that no habitable building shall be erected within the drainage easement outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage easement, which do not impede drainage. Landowner covenants and agrees that no habitable building shall be erected on the above property abutting such easement which shall have a finished floor at an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100 year frequency flood.
8. This Agreement shall be recorded among the land records of Tarrant County, Texas, shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

[SIGNATURE PAGE FOLLOWS]

Executed this 20 day of December 2023.

CITY:

City of White Settlement

Date: _____

LANDOWNER:

David Bitters

David Bitters
White Settlement ISD

Date: 12-20-23

Approved as to Form and Legality:

City of White Settlement

Date: _____

ATTEST:

City of White Settlement

Date: _____

EXHIBIT “A”

DESCRIPTION OF A SWFMA AREA

BEING a tract of land situated in the J. Murray Survey, Abstract Number 1007, City of White Settlement, Tarrant County, Texas, being a portion of Lot 1, Block A, White Settlement I.S.D. Brewer High School Addition, an addition to the City of White Settlement, Texas, by plat recorded in Cabinet A, Slide 9510, County Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of said Lot 1 and being in the west right-of-way line of S. Cherry Lane (a variable width right-of-way) and the south right-of-way line of Gibbs Drive (a 60 foot right-of-way);

THENCE S 36°50'28"W, 62.55 feet, over and across said Lot 1, to the **POINT OF BEGINNING**;

THENCE continuing over and across said Lot 1, the following bearings and distances:

S 02°31'05"W, 30.06 feet;

S 70°08'34"W, 27.46 feet;

S 17°15'46"W, 34.49 feet;

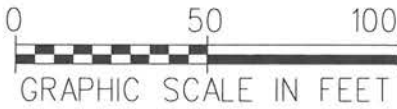
N 89°58'13"W, 75.94 feet;

N 38°18'57"W, 41.98 feet;

THENCE N 74°14'28"E, 144.79 feet, to the **Point of Beginning**, and containing 5,689 square feet or 0.131 acres of land more or less.

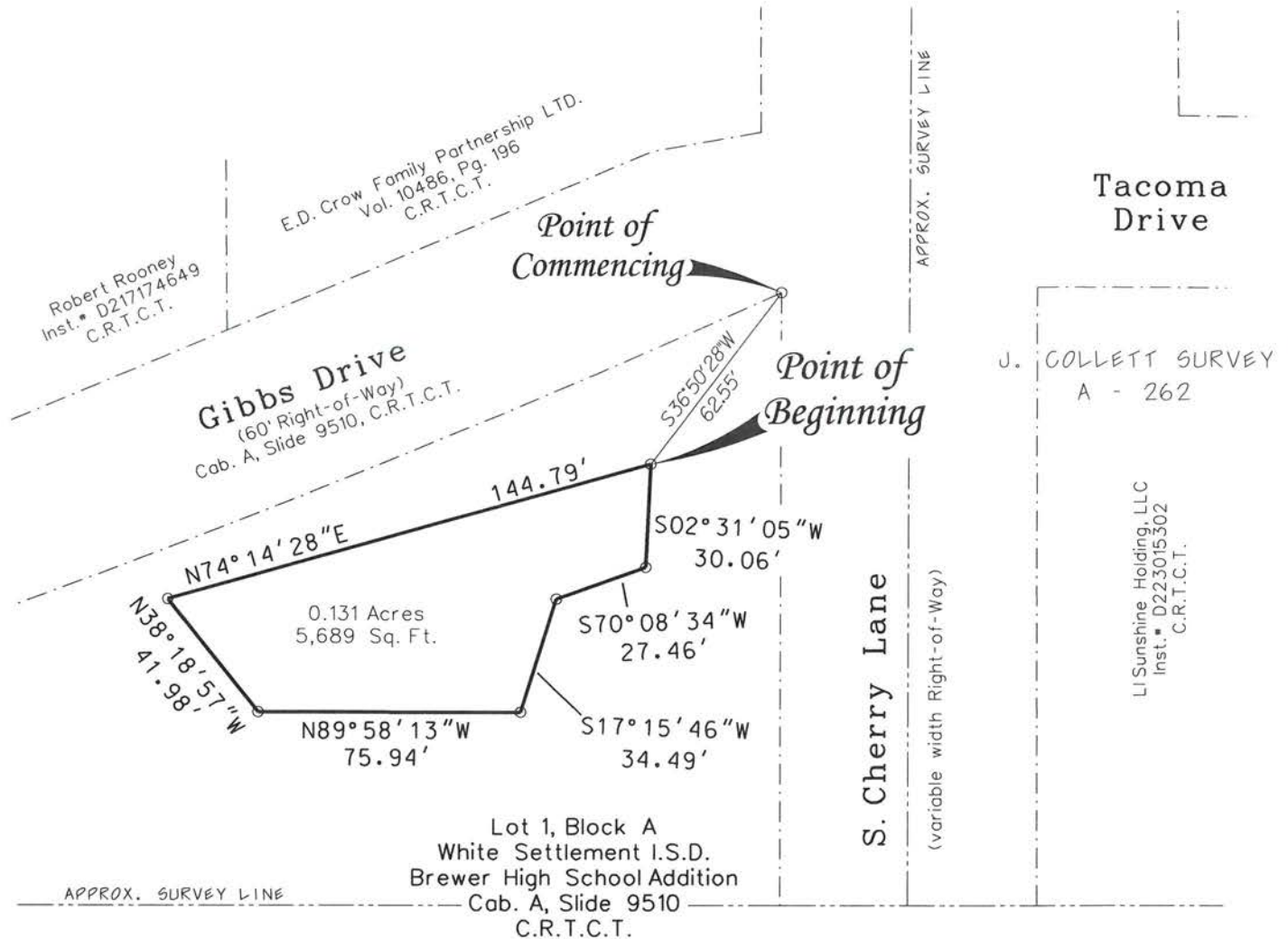
"Integral Parts of this Document"

1. Description
2. Exhibit



"Integral parts of this document"
1. Description
2. Exhibit

J. MURRAY SURVEY
A - 1007



W.C. JOHNSON SURVEY
A - 880



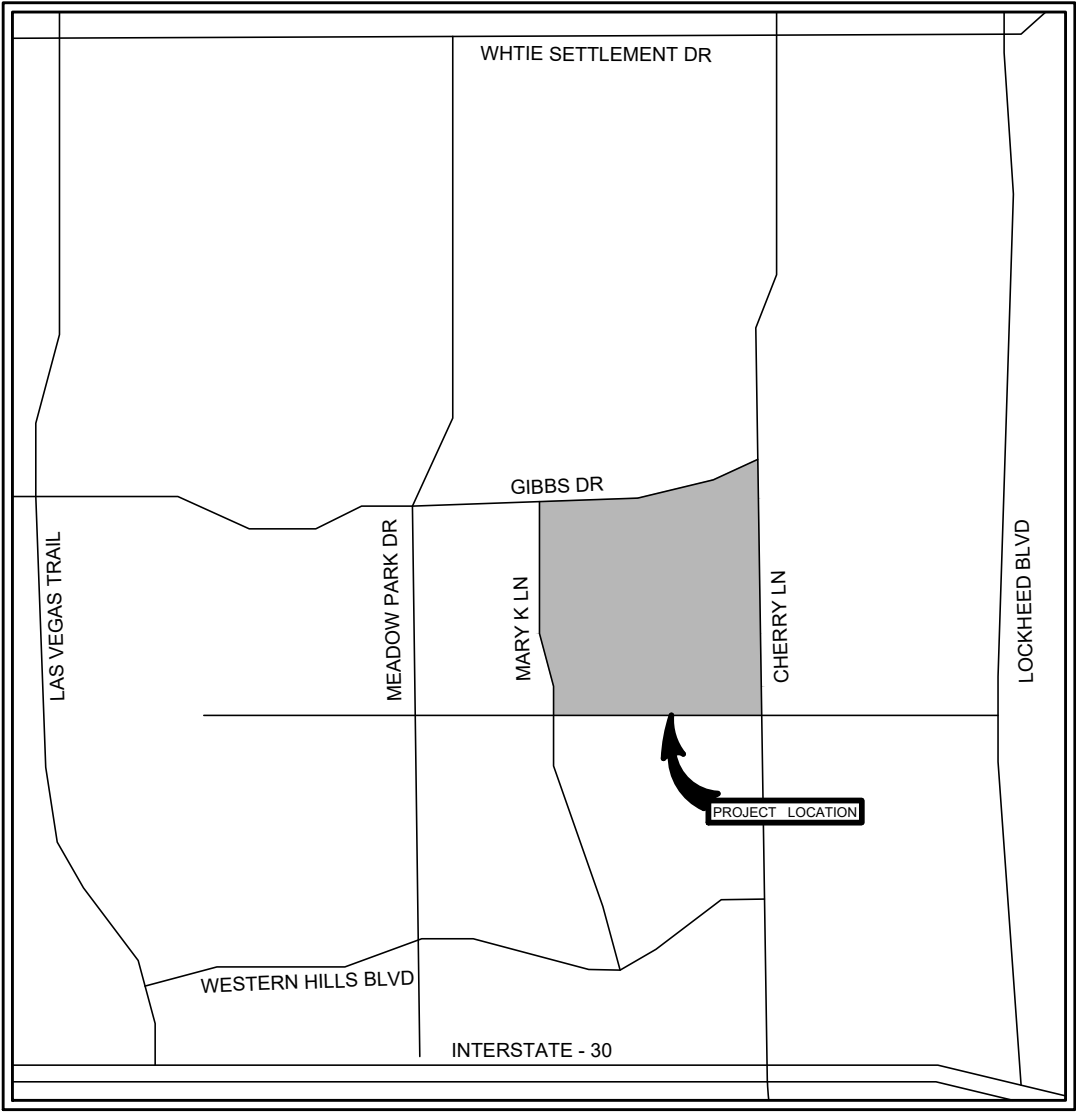
Exhibit of a SWFMA Area

Situated in the J. Murray Survey, Abstract Number 1007, City of
White Settlement, Tarrant County, Texas.



JOB #	VLK22005	DRAWN BY:	TBR	CHECKED BY:	TAB	DATE:	12-19-2023	PAGE #	2 of 2
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EXHIBIT “B”



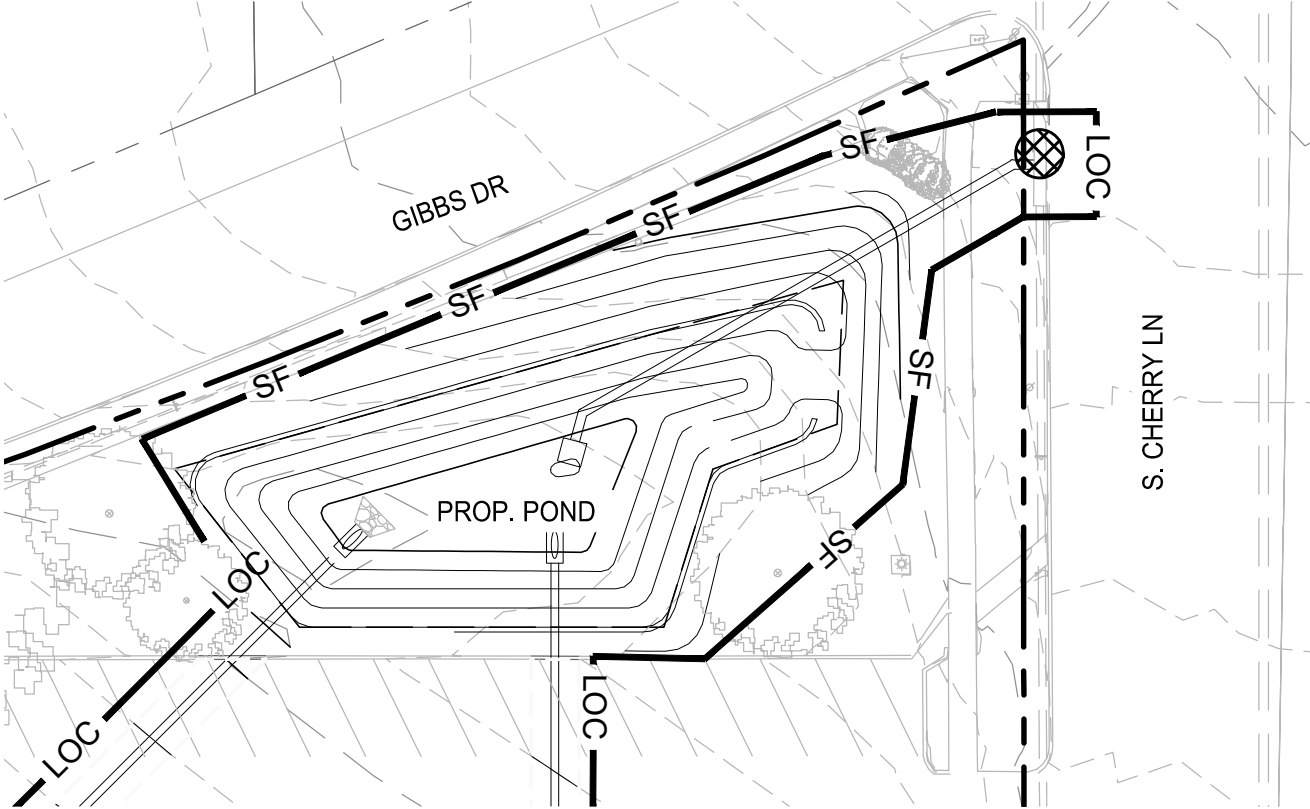
SCALE : N.T.S.



VLK22005
LOCATION MAP

WHITE SETTLEMENT - TEXAS
DECEMBER 2023

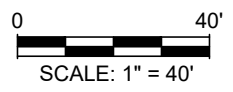




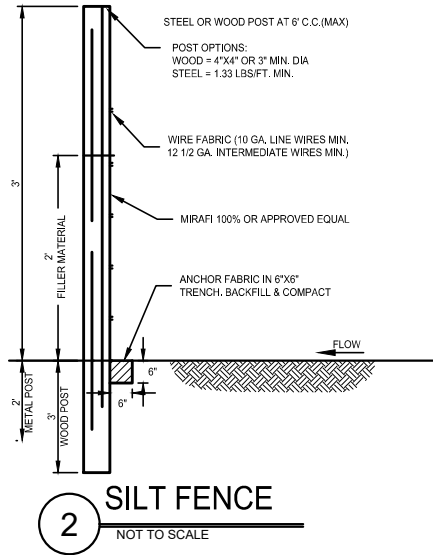
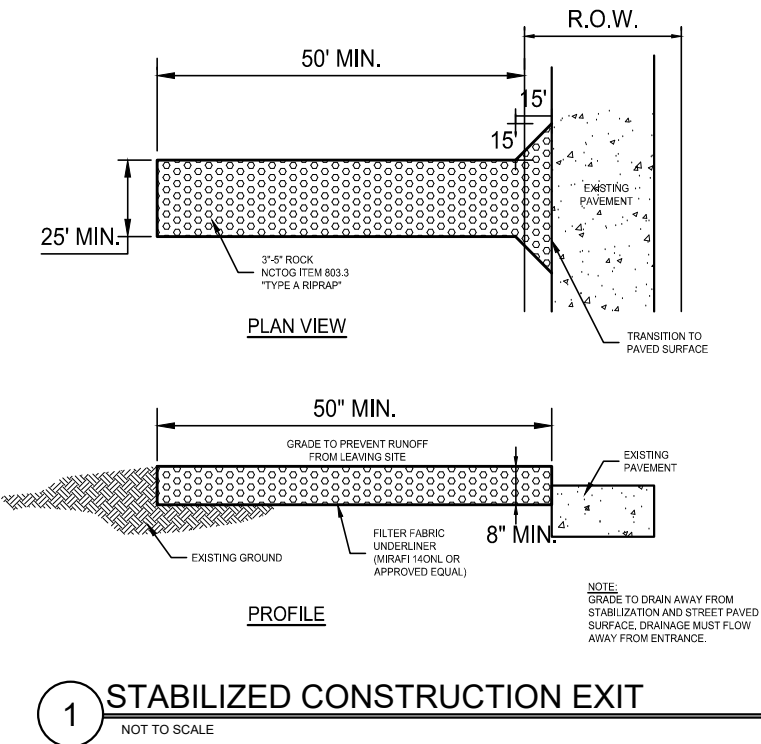
Plot Date/Time: 12/20/2023 10:48 AM



VLK22005
EROSION CONTROL PLAN
WHITE SETTLEMENT - TEXAS
DECEMBER 2023



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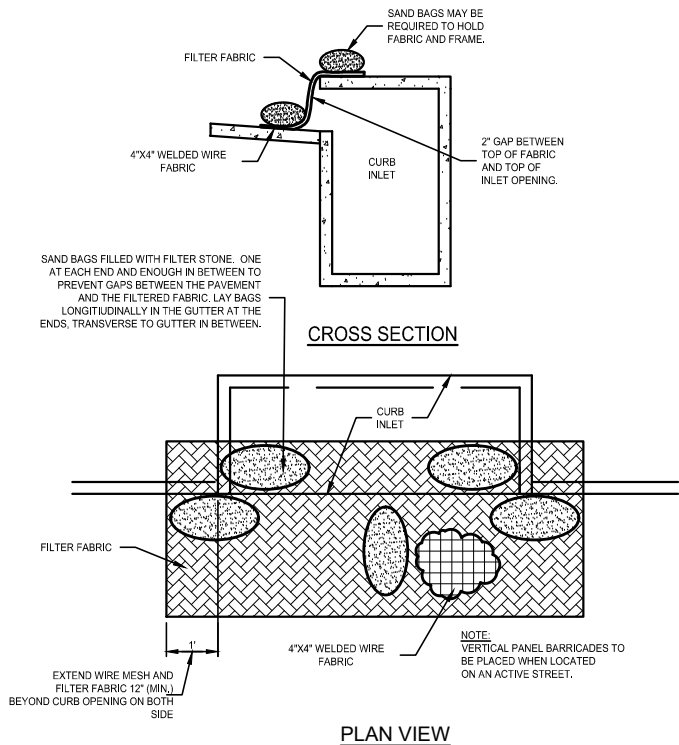


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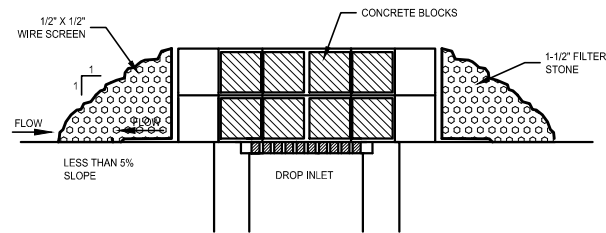


VLK22005
EROSION CONTROL DETAILS
WHITE SETTLEMENT - TEXAS
DECEMBER 2023

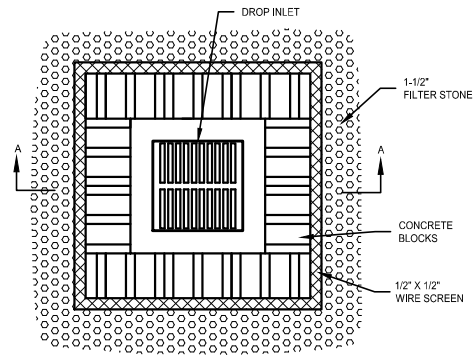
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3 CURB INLET PROTECTION
NOT TO SCALE

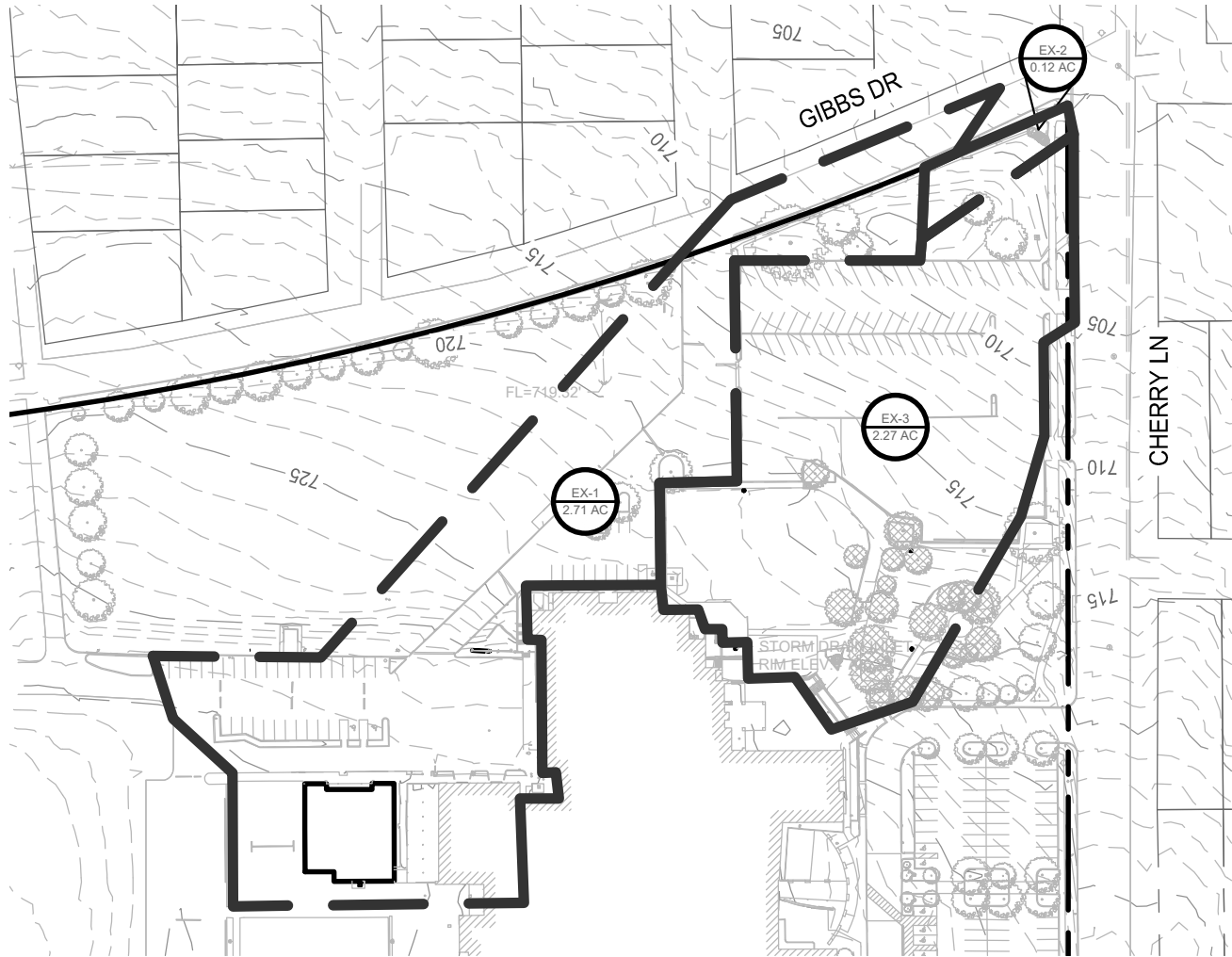


SECTION SECTION A-A



PLAN VIEW

4 DROP INLET PROTECTION
NOT TO SCALE



BREWER MIDDLE SCHOOL - EXISTING CONDITIONS										
AREA NAME	AREA	TC	C*	C*A	I ₁	Q ₁	I ₅	Q ₅	I ₁₀₀	Q ₁₀₀
	(AC)	(MIN)			(IN/HR)	(CFS)	(IN/HR)	(CFS)	(IN/HR)	(CFS)
EX-1	2.71	10	0.76	2.05	3.89	8.0	5.51	11.3	9.76	20.0
EX-2	0.12	10	0.30	0.036	3.89	0.1	5.51	0.2	9.76	0.4
EX-3	2.27	10	0.69	1.575	3.89	6.1	5.51	8.7	9.76	15.4
EX-4	1.04	10	0.88	0.912	3.89	3.5	5.51	5.0	9.76	8.9
EX-5	0.32	10	0.38	0.12	3.89	0.5	5.51	0.7	9.76	1.2

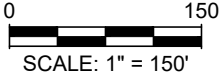
*WEIGHTED C-VALUES

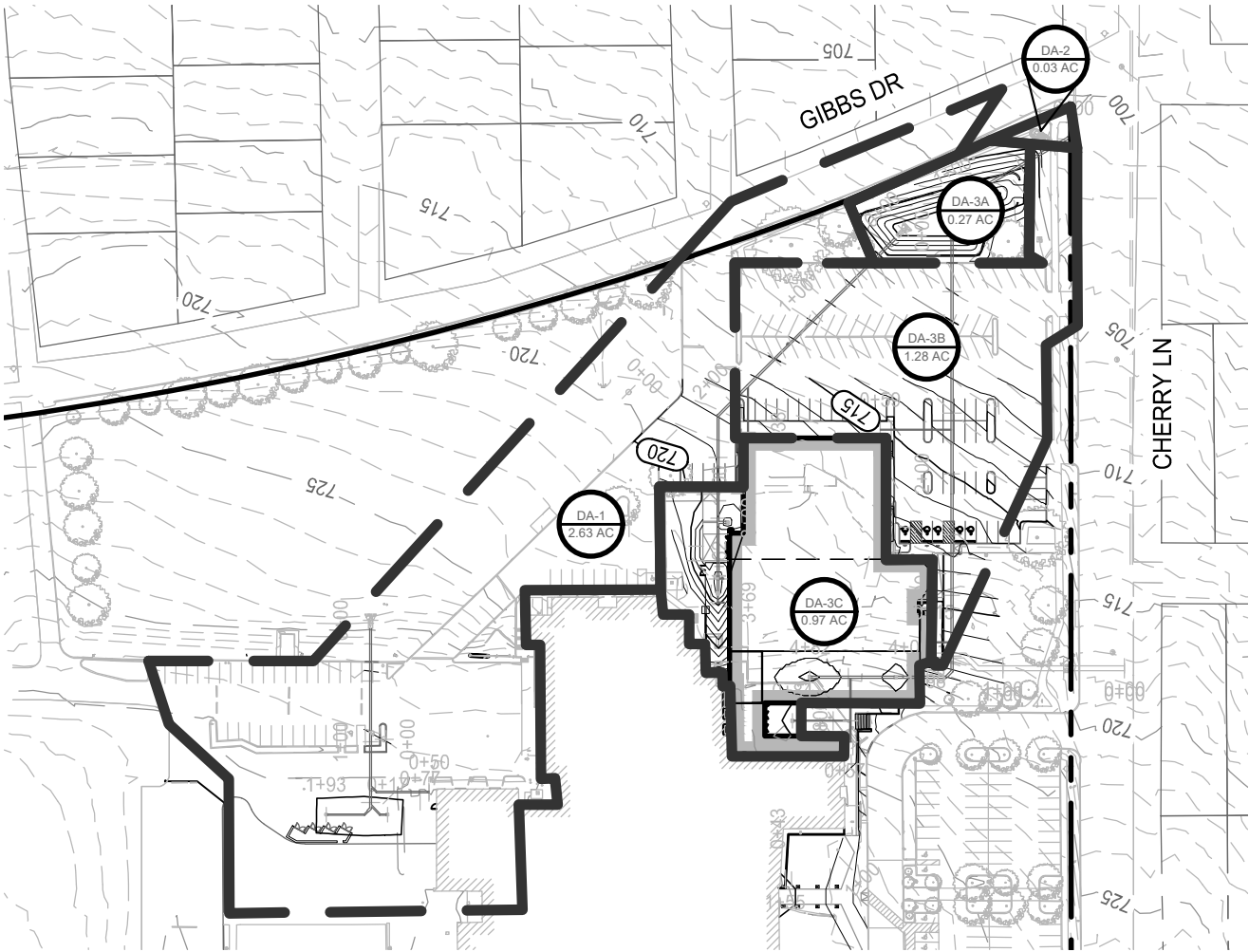
WEIGHTED C VALUE CALCULATIONS				
DA	GRASS AREA (AC)(0.3)	PAVED AREA (AC)(0.9)	BLDG AREA (AC)(1.0)	WEIGHTED 'C'
EX-1	0.67	1.89	0.15	0.76
EX-2	0.12	0	0	0.30
EX-3	0.78	1.49	0	0.69
EX-4	0.06	0.86	0.12	0.88
EX-5	0.28	0.04	0	0.38

Plot Date/Time: 12/20/2023 10:48 AM



VLK22005
EXISTING DRAINAGE AREA MAP
WHITE SETTLEMENT - TEXAS
DECEMBER 2023





BREWER MIDDLE SCHOOL - PROPOSED										
AREA NAME	AREA (AC.)	TC (MIN)	C*	C*A	I ₁ (IN/HR)	Q ₁ (CFS)	I ₅ (IN/HR)	Q ₅ (CFS)	I ₁₀₀ (IN/HR)	Q ₁₀₀ (CFS)
DA-1	2.63	10	0.77	2.026	3.89	7.9	5.51	11.2	9.76	19.8
DA-2	0.03	10	0.30	0.01	3.89	0.0	5.51	0.0	9.76	0.1
DA-3A	0.27	10	0.30	0.08	3.89	0.3	5.51	0.4	9.76	0.8
DA-3B	1.28	10	0.79	1.01	3.89	3.9	5.51	5.6	9.76	9.9
DA-3C	0.97	10	0.88	0.85	3.89	3.3	5.51	4.7	9.76	8.3
DA-4	1.03	10	0.90	0.93	3.89	3.6	5.51	5.1	9.76	9.1
DA-5	0.33	10	0.32	0.105	3.89	0.4	5.51	0.6	9.76	1.0

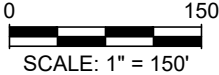
*WEIGHTED C-VALUE

WEIGHTED C VALUE CALCULATIONS				
DA	GRASS AREA (AC)(0.3)	PAVED AREA (AC) (0.9)	BLDG AREA (AC) (1.0)	WEIGHTED 'C'
DA-1	0.59	1.89	0.15	0.77
DA-2	0.12	0	0	0.30
DA-3A	0.27	0	0	0.30
DA-3B	0.05	0.22	0	0.79
DA-3C	0.16	0.04	0.77	0.88
DA-4	0.01	0.92	0.1	0.90
DA-5	0.32	0.01	0	0.32

Plot Date/Time: 12/20/2023 10:48 AM



VLK22005
PROPOSED DRAINAGE AREA MAP
WHITE SETTLEMENT - TEXAS
DECEMBER 2023

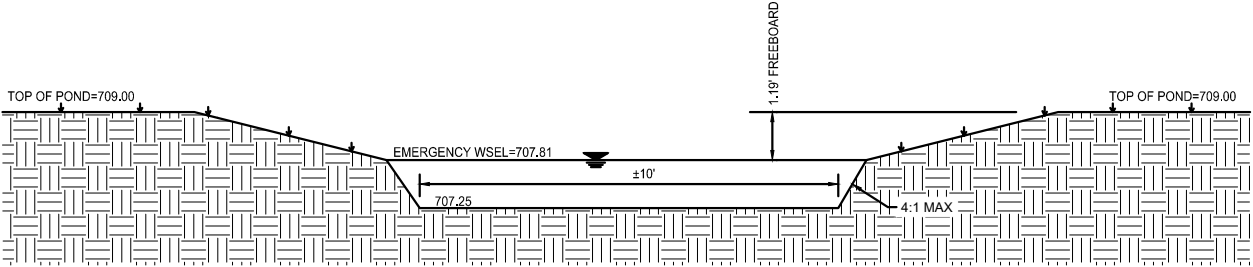


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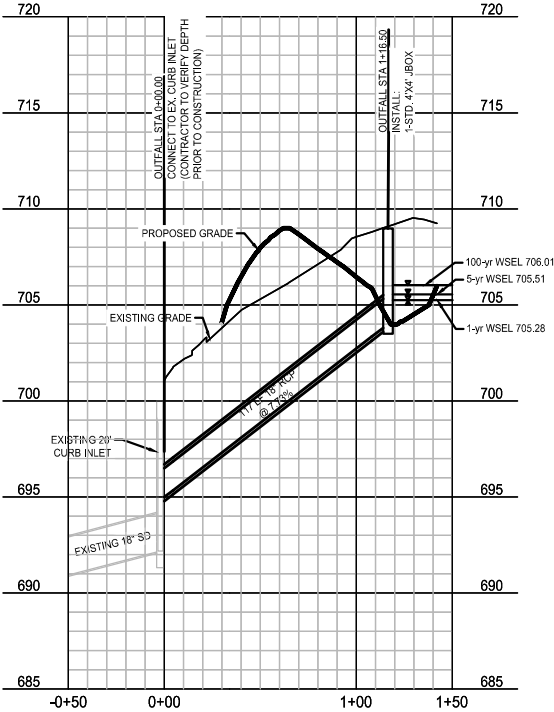
EMERGENCY SPILLWAY ANALYSIS

WEIR TYPE: BROAD
FORMULA: $Q=C*L*H^{3/2}$
WEIR COEFFICIENT: 3.087
LENGTH (L): 10 FT
 $Q_{100\text{ ES}}$: 12.84 CFS
HEAD (H)= $(3.087)(10)(H)^{3/2}=12.84$
0.56 FT



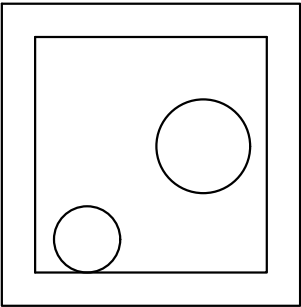
2 EMERGENCY SPILLWAY DETAIL
SCALE: N.T.S.

OUTFALL



WSEL=706.01
WSEL=705.51
WSEL=705.28

ORFICE SUMMARY TABLE			
ORFICE SIZE/TYPE	N-Value	COEFF.	INVERT ELEV (ft)
9in. Round	0.013	0.6	704.0
15in. Round	0.013	0.6	704.85



ORFICE 2
ELEV=704.85
15" DIA.

ORFICE 1
ELEV=704.00
9" DIA.

1 OUTFALL STRUCTURE DETAIL
SCALE: NTS

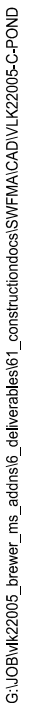
Plot Date/Time: 12/20/2023 10:49 AM



VLK22005
POND OUTFALL PLAN

WHITE SETTLEMENT - TEXAS
DECEMBER 2023

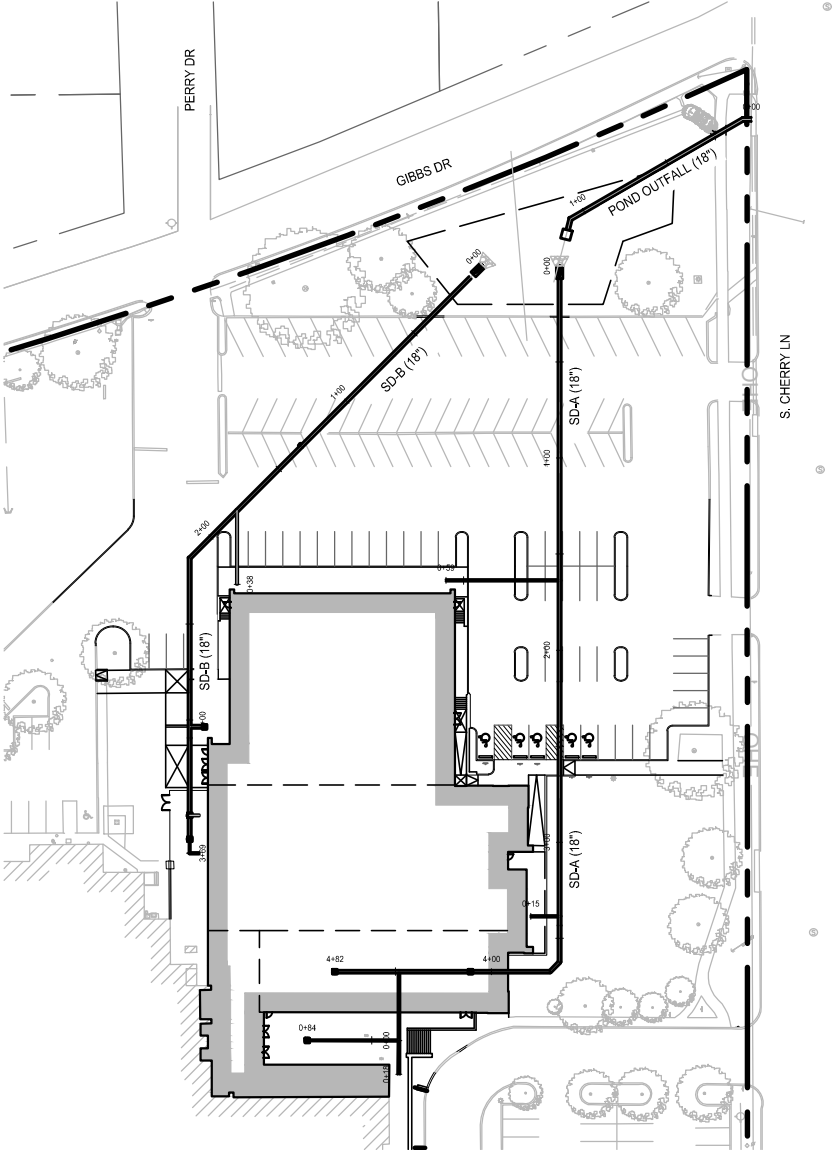
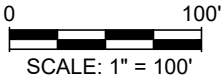
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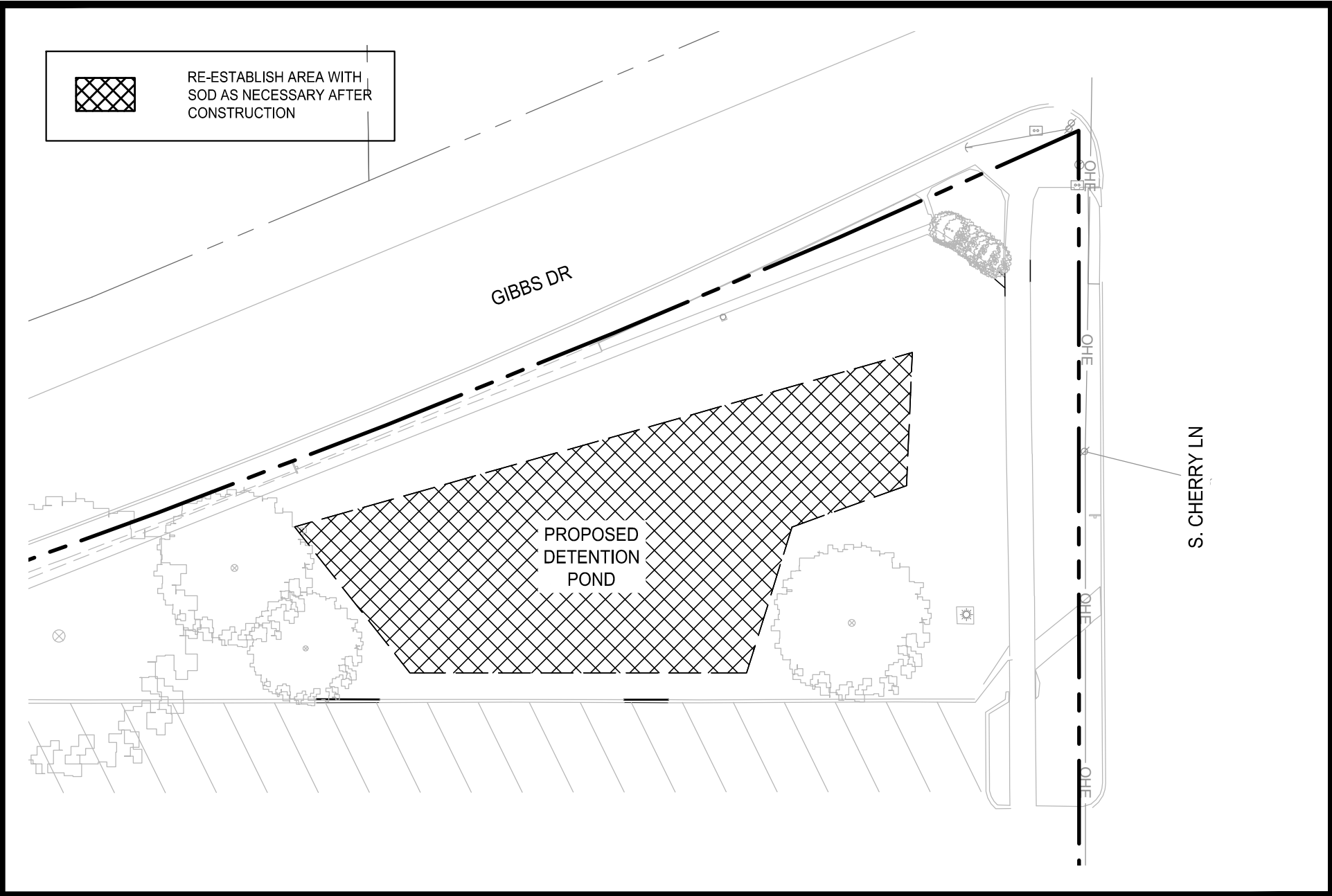


Plot Date/Time: 12/20/2023 11:02 AM



VLK22005
STORM DRAIN PLAN
WHITE SETTLEMENT - TEXAS
DECEMBER 2023





Plot Date/Time: 12/20/2023 10:49 AM



VLK22005
LANDSCAPE PLAN

WHITE SETTLEMENT - TEXAS
DECEMBER 2023



0 30'
SCALE: 1" = 30'

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Exhibit “C”

CITY OF WHITE SETTLEMENT STORMWATER FACILITY OPERATION AND MAINTENANCE PLAN

The only responsibility the City of White Settlement has in the operation and maintenance of this Facility is inspection.

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Periodic silt removal shall occur when standing water conditions occur or the pond's storage volume is reduced by more than 10%. Silt shall be removed and the pond/basin returned to original lines and grades shown on the approved engineering plans. In addition, corrective measures are required any time a basin does not drain completely within 72 hours of cessation of inflow. **NO STANDING WATER IS ALLOWED** in basins designed for dry detention purposes.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the basin. Disposal shall be in accordance with federal, state and local regulations.

Detention facilities shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

To prevent debris from entering and clogging the downstream storm sewer system a wire mesh screen or similar screening device shall be installed over the outlet until final acceptance.

4. PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections. The log should document the condition of the detention system's primary components, mowing, and silt, litter and debris removal dates. Document aeration of the basin bottoms and replanting to prevent the sealing of the basin bottom.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the City upon request.**

INSPECTION CHECKLIST FOR SIMPLE DETENTION BASIN

Facility Name: _____ Facility Agreement Number: _____

Basin/Pond Number: _____ Inspected By: _____ Date: _____

Type of Inspection: Annual _____, Quarterly _____, Monthly _____, Routine _____, or Storm Event _____, (# days since event _____)

Basin Conditions:

1. Is there standing water or wet spots?

Yes___ No___ Comments _____
2. Does sides or bottom show signs of erosion, settling, cracking, etc?

Yes___ No___ Comments _____
3. Does dam or emergency spillway show signs of erosion, settling, cracking, or other problems?

Yes___ No___ Comments _____
4. Is there evidence of animal burrowing in dam?

Yes___ No___ Comments _____
5. Is there evidence of changes in shape or volume of basin?

Yes___ No___ Comments _____
6. Do vegetated areas need mowing?

Yes___ No___ Comments _____
7. Are there trees or woody growth in dam?

Yes___ No___ Comments _____
8. Are there areas that need to be re-vegetated?

Yes___ No___ Comments _____
9. Is there any accumulation of silt, trash, debris or litter in the basin?

Yes___ No___ Comments _____
10. Are there any other basin maintenance activities needed?

Yes___ No___ Comments _____

Structural Components:

1. Are pipes, channels, trash racks, etc. free of obstructions?

Yes___ No___ Comments _____
2. Are pipes, spillway or trash racks in need of repair?

Yes___ No___ Comments _____
3. Is the low flow or trickle channel in need of repair?

Yes___ No___ Comments _____
4. Is the outfall channel in need of repair?

Yes___ No___ Comments _____
5. Are there any other structural maintenance activities needed?

Yes___ No___ Comments _____

Plan for correcting deficiencies:

Signature:

Owner's Representative

Date: _____

Alliance For Children Memorandum of Understanding

We, the undersigned, by and through our supervisory heads, (and through our designated representatives, listed below) do hereby agree to the following policy supporting the creation, development, and implementation of Children's Advocacy Centers in the County of Tarrant, Texas. To wit:

At present the number of child sexual and physical abuse cases in Tarrant County is continuing with alarming frequency, representing not only an immediate danger to each child victim involved, but also a continuing threat to the mental, physical and emotional welfare and safety of Tarrant County.

We recognize that the current systems that deal with these young victims, although comprised of agencies committed to the protection and best interest of every child in Tarrant County, cannot meet many of their needs in isolated practice.

We recognize that the current systems better address needs of these young victims while working in partnership with other agencies committed to the protection and best interest of every child in Tarrant County.

We are a system designed for and oriented to adults, a system that has few provisions or concessions to the specific needs and fragile state of those children who are, through no choice of their own, expected to enter into yet another threatening adult environment.

As participants in this system, we recognize many children within our current system are often "revictimized" by excessive interviews, lack of communication among agencies, incomplete investigations and the unavailability of immediate and long term medical and therapeutic treatment.

Having recognized these issues, we are supportive of the creation, development and implementation of child-oriented facilities, which serve as a cooperative effort among the undersigned agencies, wherein a multidisciplinary approach is utilized in the investigation, prosecution, medical and therapeutic treatment involving child fatality and medical child abuse cases and child victims of sexual and physical abuse.

We do further agree that the stated purpose of each Alliance For Children center is set forth as follows:

1. To develop, achieve, and maintain interagency and inter-professional cooperation and coordination in the case management and handling of child sexual and physical abuse cases, medical child abuse, and child fatality investigations (those specific cases to be enumerated and outlined in agreed interagency protocol);
2. To provide a multidisciplinary team and case management approach, focused first on the suspected child victim's needs, second on the law enforcement, prosecution, and civil proceedings involved, and third on the non-offending

caregivers/family members who are supportive of the child and whose interests are consistent with the best interest of the child;

3. To obtain evidence useful for both criminal prosecution as well as protective action in civil proceedings;
4. To provide case screening and investigative procedures so as to minimize the number of false allegations of sexual and physical abuse reports, with the early detection of such cases leading to the timely exoneration of innocent parties;
5. To provide and coordinate the therapeutic treatment program for child victims and their families/non-offending caregivers;
6. To reduce to an absolute minimum number of interviews of child sexual and physical abuse victims so as to minimize the "revictimization" of the child;
7. To provide extensive and continued training and education of those professionals working within the multidisciplinary team, and for those outside professionals in the community who deal with child victims of sexual and physical abuse;
8. To serve as a continuing resource and community focal point of information, education, and service referral, and for future as well as existing multidisciplinary teams within the State of Texas and nationwide.
9. The development, maintenance, and support of a neutral "child friendly" environment that emphasizes the best interest of children and that provides investigative and rehabilitative services to the child and non-offending caregiver/family members.

While each of the undersigned agencies has specific responsibilities with regard to the investigation, prosecution, medical, and therapeutic treatment of cases of child abuse, we do hereby acknowledge that the multidisciplinary team approach made possible through the institution of Alliance For Children, in the County of Tarrant, Texas, will serve to enhance the individual efforts of each agency. The collaboration among these respective agencies, and public support and awareness, will unify our community in the daily efforts to ensure the protection and preservation of the children of Tarrant County.

All state and federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

This agreement shall become effective upon signature of the parties listed below:

Wayne Carson, CEO (Date)
ACH Child and Family Services

Al Jones, Chief (Date)
Arlington Police Department

Bennett Hall, Chief (Date)
Azle Police Department

Jeff Williams, Chief (Date)
Bedford Police Department

David Babcock, Chief (Date)
Benbrook Police Department

Antonio Segura, Jr., Chief (Date)
Blue Mound Police Department

Billy Cordell, Chief (Date)
Burleson Police Department

Michael Miller, Chief (Date)
Colleyville Police Department

Stan Davis, President (Date)
Cook Children's Medical Center (CCMC)

Kit Long, Chief (Date)
Crowley Police Department

Le'Shai Maston, Chief (Date)
Crowley ISD Police Department

Greg Petty, Chief (Date)
Dalworthington Gardens Police Dept.

George Cannata, CPS Reg. Dir. (Date)
Dept. of Family and Protective Services

LeeAnn Marks, CPI Regional Dir. (Date)
Dept. of Family and Protective Services

Clint Cox, CCI Director (Date)
Dept. of Family and Protective Services

Greg Eakens, SI Regional Dir. (Date)
Dept. of Family and Protective Services

Ramona Black, APS Director (Date)
Dept of Family and Protective Services

Michael Brown, Chief (Date)
Euless Police Department

C.W. Spencer, Chief
Everman Police Department

Eddie Burns, Chief (Date)
Forest Hill Police Department

Neil Noakes, Chief (Date)
Fort Worth Police Department

Daniel Scesney, Chief (Date)
Grand Prairie Police Department

Mike Hamlin, Chief (Date)
Grapevine Police Department

Cody Phillips, Chief (Date)
Haltom City Police Department

Steve Niekamp, Chief (Date)
Hurst Police Department

Lester R. Hayes, Jr. (Date)
Special Agent in Charge
Homeland Security Inv.-Dallas

Dr. Karen Duncan (Date)
President & CEO
JPS Health Network

Brad Fortune, Chief (Date)
Keller Police Department

Mike Holguin, Chief (Date)
Kennedale Police Department

Steven Carpenter (Date)
Lakeside Police Department

J.T. Manoushagian, Chief (Date)
Lake Worth Police Department

Ashley Elgin, CEO (Date)
Lena Pope

Tracy Aaron, Chief (Date)
Mansfield Police Department

Greg Minter, Chief (Date)
Mansfield ISD Police Department

Mike Young, Chief (Date)
North Richland Hills Police Department

Robert Rife, Chief (Date)
Pantego Police Department

Brad Anderson, Chief (Date)
Pelican Bay Police Department

Kimberly Sylvester, Chief (Date)
Richland Hills Police Department

Charles Stewart, Chief (Date)
River Oaks Police Department

Russell Ragsdale, Chief (Date)
Saginaw Police Department

James Burchfield, Chief (Date)
Sansom Park Police Department

James Brandon, Chief (Date)
Southlake Police Department

Phil Sorrells, District Attorney (Date)
Tarrant County District Attorney's Office

Bill Waybourn, Sheriff (Date)
Tarrant County Sheriff's Office

Robert Parker, Chief (Date)
Watauga Police Department

Shannon Martinez, Chief (Date)
Westover Hills Police Department

Kevin Reaves, Chief (Date)
Westworth Village Police Department

Christopher Cook, Chief (Date)
White Settlement Police Department

Catherine Oliverous (Date)
VP of Community Health Improvement
Texas Health Resources

Julie Evans, CEO
Alliance For Children

[Executed effective as of the date signed by the Assistant City Manager below.]
/ [ACCEPTED AND AGREED:]

City:	Vendor:
By: _____	By: _____
Name: William Johnson	Name: Julie Evans
Title: Assistant City Manager	Title: Chief Executive Officer
Date: _____	Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: _____ Name: Robert A. Alldredge Jr. Title: Executive Assistant Chief Approved as to Form and Legality: By: _____ Name: TaylorParis Title: Assistant City Attorney Contract Authorization: M&C: _____	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Loraine Coleman Title: Administrative Services Manager City Secretary: By: _____ Name: Jannette S. Goodall Title: City Secretary
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Alliance For Children Working Protocols

Mission Statement

The mission of Alliance For Children is to protect children of Tarrant County from child abuse through teamed investigations, healing services, and community education.

Operational Guidelines

Case Referral

Texas Department of Family and Protective Services (Child Protection Investigations, Childcare Investigations) and Tarrant County law enforcement agencies (undersigned below) will refer child sexual abuse cases, severe child physical abuse cases, medical child abuse, child witnesses to violent crime, and child fatality investigations to Alliance For Children centers. Adult Protective Services (APS) or law enforcement involved in allegations of sexual assault or violent crime of adults with cognitive delays or significant speech delays may also refer to Alliance For Children. Alliance For Children will provide specialized services, as applicable, for the children and families involved in such investigations.

Multidisciplinary Team Coordination

Alliance For Children provides multidisciplinary team (MDT) coordination to strengthen and sustain the multidisciplinary team with collaboration among partners to ensure timely access to the full array of services for children and families encompassed in the Alliance For Children case criteria. Alliance For Children receives all Tarrant County DFPS intake reports via an electronic database. Upon receiving, Alliance For Children will review intakes to identify and track cases that meet Alliance For Children Protocols and work towards coordinating services to assist and support the investigative agencies involved with investigations, assessment, and intervention on behalf of children and families involved in allegations of child abuse. Case Coordination of services includes linking appropriate investigative parties, scheduling forensic interviews as needed, assisting in appropriate referrals to medical evaluations, family advocacy or clinical services, and facilitating the provision of case review and tracking of investigative dispositions through prosecution. All offense reports received by the Crimes Against Children Unit (CACU) or investigating detective can be provided for identical coordination, support, and collaborative efforts. All reports provided to Alliance For Children shall not be construed to change, reduce, supplant, or expand the authority or jurisdiction of Alliance For Children as it relates to conducting investigations, assessments, and/or interventions. For MDT response outside of traditional center hours or on weekends, our investigative partners may contact the Forensic Interviewer after-hours number to initiate the coordination of the investigation.

All efforts will be made by Alliance For Children staff and investigative agencies to provide translation/interpreting services and any applicable accommodations to non-English speaking and deaf clients as needed.

Care Coordination for Commercially Sexually Exploited Youth (CSEY)

The purpose of care coordination is to provide a thorough MDT response to the unique nature of CSEY cases and the complex needs of Commercially Sexually Exploited Youth. Children are referred for care coordination through cases involving law enforcement or DFPS where a child is identified as an alleged victim of commercial sexual exploitation, makes an outcry of commercial sexual exploitation while receiving CAC-facilitated services or commercial sexual exploitation is suspected based on case dynamics during investigation of another allegation. Alliance For Children provides facilitation of an MDT response and provision of services to CSE youth consistent with protocols for youth of other allegations.

To meet the unique needs of commercially sexually exploited youth, Alliance For Children facilitates the provision of the following additional services:

- 24/7 on-call line for investigative partners (DFPS and Law Enforcement) to coordinate a rapid response to acute situations such as recovery of CSE youth. This line is dedicated to ensuring the immediate needs of youth are met. At the time of rapid response, investigative parties have the option of dispatching a CSEY advocate where appropriate.
- Alliance For Children will facilitate referral to CSEY advocate group for additional services after a Release of Information has been obtained from the child's legal guardian.
- Alliance For Children provides a case review staffing to address the unique needs of CSE youth. This staffing includes CSEY victim advocates with Traffick911, Unbound, and CASA. These additional service providers are able to participate via a linkage agreement with Alliance For Children and the release of information from the child's legal guardian. Tarrant County Juvenile Services (TCJS) also attends case review staffing as needed for the purpose of information sharing.
- A dedicated MDT Coordinator is assigned to coordinate all cases involving CSEY. This coordinator also tracks additional data including the child's current placement, runaway status, and services provided to each youth in care coordination.

Alleged Victim Interviews

A significant purpose of the digitally recorded interview is to reduce the number of times the alleged victim is interviewed, as well as the number of individuals who interview the alleged victim or child witness. Alleged victims or child witnesses are

interviewed by Alliance For Children interviewers. The digital interview is not used as a substitute for the victim testifying at trial.

Department of Family and Protective Services Field Screenings

Department of Family and Protective Services workers will screen alleged victims of child abuse and neglect who do not meet the criteria for a straight forensic interview. This initial audio-recorded screening will be used to explore other abuse or safety issues in the home and is information with which the investigator(s) can determine whether a forensic interview is indicated. Alleged victims meeting any of the criteria for a straight forensic interview will not be screened by DFPS, rather the child's initial interview will be a forensic interview conducted by Alliance For Children staff.

Forensic Interview Process:

Alliance For Children utilizes a semi-structured forensic interview process, using specialized foundational and ongoing cross-training received by the interviewer regarding forensic interviewing and associated topics, including use of forensic interview tools such as anatomical drawings, dolls, and developmental assessment tools, as well as how evidence may be presented in the forensic interview. This process provides investigators with an investigative-based interview that is non-clinical but is conducted to provide the interviewed party with a platform to share information regarding something experienced or witnessed. Best practice is that when children/adults are brought to an Alliance For Children center, their forensic interview is digitally recorded and conducted by specially trained forensic interviewers, providing legally sound, developmentally appropriate, and culturally competent investigative interviews. Forensic interviews by Alliance For Children staff may be conducted in a "blind" or "semi-informed" approach, depending on case circumstances. All forensic interviews will afford an opportunity for investigators and the forensic interviewer to have a collaborative discussion regarding any information clarification prior to the conclusion of the interview, except in the case of unforeseen circumstances.

Only in the most compelling of circumstances will off-site interviews be utilized, a decision reached by the investigative team. When off-site forensic interviews are arranged, identical coordination between forensic interviewers and partner agencies will take place, and arrangements will be made for partners to observe the interviews via Alliance For Children's mobile forensic interviewing equipment, if possible. Some case circumstances may merit consideration of a specific forensic interviewer to conduct the interview; these cases may be staffed with Alliance For Children's Forensic Interviewer Supervisor or Director of Program Services.

Under certain circumstances, the team might determine that a virtual interview is appropriate. In these instances, the child will be interviewed while at home or another location and the interviewer will connect with the child virtually through an online platform to complete the interview. Virtual interviews are only completed when the team believes this is in the best interest of the child and/or in the interest of

public health and safety. Any virtual interviews or remote observations will be conducted on a HIPAA-compliant platform.

Any investigator with an acute, emergency, or priority interview during the day can contact any of the investigative centers and speak with a member of the Multidisciplinary Team Coordination Program (MDT) or Forensic Interview (FI) Team for coordination.

After-hours interviews, provided after traditional center hours or on weekends, are available for acute cases and case-by-case scenarios. Investigators may contact the Forensic Interviewer after-hours number to discuss the case with the forensic interviewer on call.

All efforts will be made by Alliance For Children staff/investigative agencies to provide translating/interpreting services as needed for the forensic interview. Along with the party to be interviewed, only the forensic interviewer and translator/interpreter will be in the interview room. Use of interview tools, including the introduction of evidence in the forensic interview, will be at the discretion of the forensic interviewer based on case circumstances and input from MDT partners.

Criteria for children/adults receiving straight forensic interviews include:

- If a child needs to be screened due to allegations made in a criminal offense report, and DFPS is not involved
- Children 17 and under making an outcry of sexual abuse, including child commercial exploitation/sex trafficking, and internet crimes against children (ICAC), to someone considered to be a professional under Section 261.101 of the Texas Family Code
- The reported victim(s) of an Alleged perpetrator that admits to sexual abuse of a child to a professional; admission to any adult by the alleged perpetrator will be considered
- Child witnesses of sexual abuse
- Child being exposed to or depicted in child pornography
- Victim of severe child physical abuse as determined by the investigating agencies
- All children in home/under care of person arrested for possession/manufacturing of CSAM (child sexual abuse material)
- Surviving children in a deceased child's household or under the supervision of the caregiver involved in a child fatality investigation
- DFPS or law enforcement supervisor requests a straight forensic interview after staffing the case
- Any alleged victim of medical child abuse as well as any children in home or in care of alleged perpetrator of medical child abuse (*not medical neglect*)
- Children who have witnessed severe violent crimes, which may include:
 - a) Severe incidents of Domestic Violence (DV)/Intimate Partner Violence (IPV), to include: strangulation, use of weapons during DV/IPV incidents, incident in which the primary alleged victim requires hospitalization (even Against Medical Advice (AMA)) due to injuries incurred, any

severe case of DV/IPV in which a child has attempted to intervene in the offense.

- b) Suspected homicide investigations
- c) Incidents of gun violence or mass shootings

Interview requests will be strongly preferred for straight forensic interviews for the following:

- Children in the home/care of caregiver of severe physical abuse investigation, to include multi-injury abusive head trauma investigations

Interview requests will be considered for straight forensic interviews for the following:

- Chronic cases of domestic violence/intimate partner violence
- Children/adults with speech communication delays/special needs
- Children/adults with cognitive disabilities
- Allegations which include a suspect in a position of authority (teacher, medical professional, coach, faith leader, etc.)
- Children in DFPS custody who have been recovered after running away
- Children/adults in other situations will be considered for forensic interviews on a case-by-case basis.
- Child identified in high drug trafficking/manufacturing homes

Forensic Interview Request Process:

1. The forensic interview request may be generated by the MDT Coordination Program or requesting agency by submitting a Forensic Interview Request Form.
2. The forensic interview will be coordinated with all partner's schedules, as well as the schedule of the family, to set the forensic interview as soon as possible. The forensic interview will be scheduled at the Alliance For Children center closest to the family's home, with exceptions on a case-by-case basis. Off-site or virtual forensic interviews may be conducted on a case-by-case basis.
3. Best practice requires the presence of all assigned MDT staff (law enforcement or DFPS) in the monitoring room to observe the interview as it takes place. If the detective or DFPS staff assigned to the case is not available, a representative from that agency may attend. If an assigned agency is not available, consultation will be sought with immediate supervisors.
4. Detectives and DFPS investigators will observe the interview through closed-circuit monitoring at the time the interview is taking place. The interviewer may leave the room to discuss additional points of clarification needed by involved MDT staff.
5. Only MDT investigative representatives may observe the forensic interview. New MDT investigative staff may observe for learning opportunities.
6. Certain cases may merit the use of evidence in a forensic interview or the use of a secondary interview, multi-session forensic interview (MSFI), or recant interview.
7. The decision to proceed with a MSFI or secondary interview will be made by the Criminal District Attorney's Office, in consultation with assigned investigators, and

the forensic interviewer. If an additional interview is not recommended, an alternative recommendation may be made by the team.

8. If a secondary interview, multi-session forensic interview (MSFI), or recant interview is approved, all original partners involved in the initial interview will be notified.

Secondary Forensic Interview

In certain cases, clients may need more than one opportunity to tell what has happened to them or what they have witnessed, or additional investigative action may reveal evidence not obtained before the first forensic interview. The purpose of a secondary interview is to gather additional information that may not have been disclosed in the initial forensic interview.

Multi-Session Forensic Interview

A multi-session forensic interview (MSFI) is a forensic interview completed over multiple sessions for children and cases with special considerations. Those may include:

- Children with communication or cognitive disabilities
- Children who have suffered extreme trauma
- Victims of human trafficking
- Preschool-aged children, or
- Children from diverse cultural backgrounds.

Recantation Interview

A recantation interview may be utilized if any MDT member receives information that the client is taking back their statement. Notification will be made to all investigative parties and the case will be staffed. If a recantation interview is approved, arrangements will be made to schedule a recant forensic interview as soon as possible.

Medical Evaluations

The role of the medical professional is to provide medical treatment and diagnosis to the child/adult subject to the allegations and in need of medical evaluation. These specialists also provide medical information, recommendations, and consultations regarding the needs of the child/adult. This includes medical examination, as needed, for concerns regarding physical and sexual abuse, as well as neglect.

Any cases meeting medical protocols of child victims of alleged abuse coordinated by the MDT not originally seen by CARE Team, JPS Health Network, or another medical provider specializing in child abuse will be staffed/reviewed by a medical provider with the CARE Team at Cook Children's Health Care System.

Referral Process to Medical Teams

CARE (Child Abuse Resource and Evaluation) Team with Cook Children's Health Care System

Sexual Abuse

Acute/Emergent: Contact the Child Advocacy Resource and Evaluation (CARE) Team as soon as possible (same day) for any sexual abuse case with a non-pregnant child age 16 or under alleging contact in the past 120 hours. The detective, DFPS worker, or Alliance For Children staff will contact the CARE Team examiner through the office or Dispatch to determine whether the Emergency Room or CARE Team is to evaluate the child to best meet the child's and case needs. A non-pregnant child who is 17 years of age alleging sexual contact by a family member can be referred to CARE Team on a case-by-case basis but requires prior approval by the Sexual Assault Nurse Examiner (SANE) or medical provider.

CARE examiner on-call should be contacted directly to discuss each case and arrange an appropriate appointment. Do not go directly to the hospital until the examiner is contacted to avoid patient and family inconveniences.

Scheduled: For any non-pregnant child 16 or under alleging sexual contact greater than 120 hours or if there is risk of partial disclosure or recantation call CARE Team to schedule an appointment through the CARE Team office. Contact the examiner on call if questions of management arise, or via the digital request form.

A non-pregnant child who is 17 years of age alleging sexual contact by a family member can be referred to CARE Team on a case-by-case basis but requires prior approval by the Sexual Assault Nurse Examiner or medical provider.

CARE Team will see a non-pregnant child, age 16 years of age or under, alleging:

- Skin-to-skin contact, to include contact of genitals or anus of the victim by hand, mouth, or genitals, or contact with the alleged perpetrator genitals or anus by mouth or genitals; contact with the alleged perpetrator genitals by hand if occurrence within past 120 hours
- Any ejaculation on victim's body within 120 hours
- Mouth to breast or buttock within 120 hours
- Insertion of object/item into genitals or anus
- Auxiliary investigative information that merits case consultations (i.e., pornography of victim found, witness of sexual abuse, prepubescent child testing positive for sexual transmitted infection, etc.)

Physical Abuse/Neglect: For incidents of physical abuse that occur during working hours, the referring agency will contact the CARE Team. The medical provider will determine if the child should be seen at CARE Team or the emergency department. After 4:30 pm Monday through Friday and on weekends, these patients should continue to go through the emergency department.

A. Injuries that should be referred for evaluation/consultation:

1. Age 0-6 months: Any mark or injury, including skin abrasions, scratches, bruising or subconjunctival hemorrhage or torn frenulum.
2. Age 6 months and older:
 - a) Bruises, lacerations, or burns to protected, fleshy, or flexor surfaces - for example: inner thighs, abdomen, neck, face, ear, genitalia, bruises to trunk, ears, neck angle of jaw, cheek, or eyelid.
 - b) Bruises, lacerations, or burns showing an object pattern – *for example: belt loop, cigarette burn, curling iron.*
 - c) Oral injuries, especially lacerations under the tongue or to the roof of the mouth
 - d) Fractures, especially metaphyseal fractures, rib fractures, spiral fractures of the humerus, scapula fractures, or any fracture in a non-mobile child
 - e) Head trauma
3. Age 0-12: Exposed to illicit drugs. (*Concern for illicit drug exposure must be approved by medical provider or have court order*)

B. Concerns regarding neglect: Call to request a case review.

C. At risk: Siblings (age 2 and under) of children requiring hospitalization for maltreatment require a referral/consultation to the clinic. Evaluations of older siblings by non-medical personnel will be reported back to the CARE Team.

D. Concerns regarding medical child abuse.

E. For any other concerns, please call for assistance.

F. In an emergency, call 911.

JPS Health Network

JPS Health Network will provide Medical Forensic Examinations by a SANE (Sexual Assault Nurse Examiner) for children who cannot be seen at the CARE Team at Cook Children's as referred by the investigative agencies. Children 13 years of age or older, or any adolescent who has secondary sexual characteristics including those who are pregnant, who are an alleged victim of child sexual abuse may be seen.

Acute/Emergent: When allegations of last incident occurred within 120 hours to avoid unnecessary patient wait times contact the JPS ER Charge Nurse to be connected to the in-house Forensic Nursing Team. After hours an on-call Forensic Nurse will be dispatched to the emergency room.

Non-Acute/Scheduled: Any incident of child sexual abuse greater than 120 hours can be scheduled via the SANE digital request form, or by calling or emailing the Forensic Nursing Department.

Texas Health Resources

Alliance For Children does not refer children to Texas Health Resources (THR) for medical evaluations and exams. In situations where an adolescent presents to THR acutely and receives a Medical Forensic Examination by a SANE (Sexual Assault Nurse Examiner), Texas Health Resources (THR) will provide information sharing and collaboration with Alliance For Children's multidisciplinary team. When a patient served by THR is listed on case review agenda, a THR representative will attend case review meeting and share applicable information or send any relevant updates.

Case Review Team Meetings

The multidisciplinary team (MDT) case review is a designated time for case tracking and review of investigative action, disposition, and service provision for children and families who meet the case review criteria. This serves to provide a platform for confidential and effective information sharing and informed decision-making. This also serves as an opportunity for MDT partners to provide input regarding services provided to families, MDT communication, and case decision-making. Alliance For Children will track final dispositions through case conclusion by information provided through verbal report or system-generated information from partner agencies.

Case review team meetings are facilitated by Alliance For Children's Team Relations Supervisor, Director of Training and Team Relations, or other designated Alliance For Children staff. Meetings occur every other Tuesday morning for the Arlington and Fort Worth jurisdictions and every other Thursday for the Northeast and Northwest jurisdictions at the location designated by Alliance For Children. Monthly case review meetings are held for cases involving Juvenile Diversion, child commercial sexual exploitation/human trafficking (CST staffing), child fatality cases and cases involving child witnesses of violent crimes (Violent Crimes staffing).

In situations involving child abuse investigations of families of partner agency staff, Alliance For Children staff, or high profile/media cases, confidentiality will be maintained, and these sensitive cases may not be staffed in the regularly scheduled MDT case review meetings. In appropriate situations, emergency or sensitive case review meetings may be called outside of regular meeting schedules. Meeting attendees will include frontline investigators, immediate supervisors, and others deemed appropriate by the team.

Alliance For Children may utilize a virtual online platform as an alternative to in-person case review team meetings when deemed appropriate or necessary. Any virtual meetings will be conducted with fidelity to security and confidentiality on a HIPAA-compliant platform.

Alliance For Children staff will develop case review agendas based on case staffing criteria listed below. MDT case review agendas are shared electronically with team members prior to case review. MDT team members may request the addition of cases to the case review agenda by emailing staffing@allianceforchildren.org or communicating with Team Relations Supervisor or Director of Training and Team Relations. Meeting notes, case information, and aggregate information as garnered by Alliance For Children staff, can be shared with partner agencies upon request. Investigative members and service providers are responsible for follow-up on any recommendations addressed at case review staffing.

Representatives regularly attending and participating in case review include Department of Family and Protective Services (DFPS), law enforcement, medical, Tarrant County Criminal District Attorney's Office, Tarrant County Juvenile Services, and Our Community Our Kids. Alliance For Children staff participating in case review includes individuals from the Clinical Program, Family Advocate Program, Forensic Interview Program and Multidisciplinary Team Coordination Program.

Additional representatives are included in Juvenile Diversion and child sex trafficking case review. For Juvenile Diversion case review, additional representatives regularly attending and participating include Lena Pope staff and Tarrant County Juvenile Services. For child sex trafficking (CST) case review, additional representatives regularly attending and participating include CST advocate service providers, Tarrant County Juvenile Services, and CASA.

All representatives involved in a case listed on the case review agenda will attend case review staffing and share pertinent information to optimize informed decision-making, case planning, and coordinated service delivery for victims and their families. If the professionals assigned the case cannot physically/virtually attend the meeting, they make every effort to send case updates through a supervisor or colleague or directly to staffing@allianceforchildren.org so case notes can be shared.

Alliance For Children is charged with tracking case actions/dispositions, to include services provided to children and families, MDT involvement and outcomes, child protection outcomes, charges filed, and case disposition in criminal court. Multiple Alliance For Children staff will seek this information both during and after case review meetings. Aggregate data management is conducted by Alliance For Children's Outcomes Specialists.

Case Review Criteria

Criteria for cases to be staffed at bi-monthly, special staffings, or monthly case review team meetings:

General

1. Any case in which the victim comes to an Alliance For Children center for investigative services and makes an outcry of abuse or neglect.

2. All cases in which the child comes to an Alliance For Children center and is removed from the home and placed in the custody of the Texas Department of Family and Protective Services.
3. All cases in which the child comes to Alliance For Children for investigative services and makes an outcry as a witness to a violent crime.
4. Partner agencies may request investigations outside of the stated criteria, as needed, for case review.

Sexual Abuse

1. All children who have made an outcry.
2. Cases in which there is a witness of sexual abuse.
3. Digital/photographic evidence indicating sexual abuse of an identified child.
4. A confession of child sexual abuse by perpetrator
5. Sexual transmitted infections diagnostic of sexual contact: gonorrhea, chlamydia, syphilis (not transmitted via birth), and HIV.
6. Pregnancies of children under 14 years of age

Physical Abuse

1. All cases in which the victim is hospitalized.
2. All cases in which the child has sustained a severe injury.
3. All cases in which the victim is 6 years or younger and the child has fractures or non-accidental injuries.
4. All cases in which the child victim is not mobile and unexplained injuries have occurred.

Child Fatality

All child fatality cases will be staffed.

Case Tracking

Alliance For Children is charged with tracking case actions/dispositions, that include essential demographics, services provided to children and families, MDT involvement and outcomes, child protection outcomes, charges filed, and case disposition in criminal court. Multiple Alliance For Children staff will seek this information both during and after case review meetings. Aggregate data management is conducted by Alliance For Children's Outcomes Specialists and is available to partner agencies upon request. The tracking of this information and data allows for monitoring and sharing of case progress throughout the MDT response and quality improvements in coordinated service delivery.

Referral to Alliance For Children Client Services Programs

MDT members or other Children's Advocacy Centers (CACs) may refer clients who may need additional support or services to the Alliance For Children Family Advocate Program or Clinical Program for needs assessment, resource and referral, support services, case management, or therapeutic services. The specially trained Family Advocate and Clinical Program staff are oriented to healing and support services for families and are available throughout the life of the case or if a presenting need arises from the child/family.

Family Advocate Program

All cases identified in the Operational Guidelines (Case Referral section) qualify for advocacy services. Family Advocates are highly trained in victim advocacy and participate in all MDT responses including case review and other case-related staffings by sharing new and/or clarifying information to the MDT. Family Advocates provide support during the Forensic Interview process by providing support to the non-offending caregiver with the possible outcomes of the interview.

Family Advocate Process:

Alliance For Children's Family Advocate Program provides support services to caregivers impacted by allegations involving allegations of child abuse or violent crime, which may include a needs assessment, resource and referrals, support services, or case management, all oriented towards healing and support. Family Advocacy is available through initial contact, follow-up and ongoing services, as applicable, and after case closure as a family may have no more presenting needs. Additional services can be offered to the family throughout the life of the case or upon presenting need arises from the child/caregiver.

Referral to Alliance For Children's Family Advocate Program is made through the online Family Advocate Referral Form. Services offered:

1. Crisis intervention
2. Education regarding dynamics of child abuse, trauma, and caregiver response
3. Provision of education around the coordinated, multidisciplinary response
4. Information regarding crime victim rights
5. Needs assessment for social service needs of both children and caregivers.
and assistance in procuring concrete services (*housing, protective orders, domestic violence intervention, food, crime, crime victims' compensation, transportation, public assistance, etc.*)
6. Long-term case management services, if appropriate
7. Development of a client service plan, if appropriate
8. Facilitation of needed services from other social service agencies
9. Referral or information provided regarding mental health services as needed by the family
10. Referral to in-house seasonal programs
11. Court education/accompaniment
12. Support and advocacy services
13. Information regarding trauma-informed services

Clinical Program

Referrals to Alliance For Children's Clinical Program may be made by our Family Advocate or Forensic Interview programs as well as any partner agency.

Families being referred may include:

1. Families with children ages 3 and up
2. Have confirmed cases of abuse
3. Are not actively using alcohol or drugs
4. Are not actively suicidal and are not in need of a higher level of care

Cases of abuse include but are not limited to:

1. Sexual, physical, emotional, witness to domestic violence, and witness to homicide
2. If a family has a child who has sustained trauma due to community violence, such as a school shooting, may also be referred.

Services offered may include:

1. Assessment of clinical needs of both children and caregivers, using nationally validated standardized assessment tools
2. Development of a client treatment plan
3. Referral to Alliance For Children's group counseling services for sexually abused children and protective caregivers
4. Referral to individual counseling services as appropriate for victims of various types of trauma
5. Use of Evidenced Based Practice through:
Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Parent-Child Interaction Therapy (PCIT), Parent-Child Care (PC-CARE), Eye Movement Desensitization and Reprocessing (EMDR), and Child and Family Traumatic Stress Intervention (CFTSI)
6. Referral to more intensive psychosocial assessment, if indicated

Any mental health provider at Alliance For Children will maintain clear boundaries between investigative services, including the forensic interview, and any mental health treatment provided to children and their families. Clinical therapists, clinical supervisors, or the Director of Clinical Services will serve as a resource to members of the MDT regarding issues relevant to child trauma and evidence-based treatment. They will share only relevant information, which includes the child's and caregiver's engagement and completion of services, with the MDT while protecting their client's rights to confidentiality in accordance with applicable state and federal laws.

General Provisions

1. Each agency works with and assists the others and Alliance For Children to ensure that the best interest and protection of children is served.

2. Alliance For Children maintains a child-focused, safe, neutral space for children served to best facilitate investigative intervention and service provision. This includes protocols that will keep children and families separate from alleged offenders who come to any center. This includes diligent efforts to keep children and families separate from alleged offenders as well as monitoring potential youth with problematic sexual behaviors in common areas.
3. All personnel and agencies involved in Alliance For Children's multidisciplinary team agree to embrace a culture of diversity, equity, and inclusion in interactions with one another, clients served, and the greater community.
4. Alliance For Children staff and the immediate supervisor to each new partner agency staff assigned to an Alliance For Children center jointly provide orientation of the Children's Advocacy Center model to the new employee. New MDT members are expected to attend Alliance For Children's training on core concepts of the MDT collaboration.
5. All agencies/organizations participating with Alliance For Children agree to support the training and development of their staff in skills regarding dynamics of child abuse, interviewing, assessment, and investigations to appropriately respond to cases of child abuse. All agencies' staff may attend training sponsored by Alliance For Children, who provides financial support for professionals on the MDT to attend specialized training when possible.
6. All efforts are made for forensic interviews to be electronically recorded and the electronic recording is provided to the involved investigative agency representatives for inclusion in their case file and/or storage. Ownership of the recorded interviews is determined in accordance with Texas Family Code, Section 264.408(d). Alliance For Children is not the owner of forensic interview recordings. As Alliance For Children does not possess recorded statements of clients forensically interviewed, any requests for those recordings via subpoenas are redirected to the agency that has ownership of the recordings. Alliance For Children maintains documentation of a brief synopsis of details gathered during the forensic interview in the agency's internet-based data collection system. At no time does Alliance For Children allow clients access to view the recorded forensic interview; these requests are to be made to the assigned investigative agency or prosecutors.
7. The appropriate law enforcement agency investigates and gathers information necessary to determine whether or not a crime has been committed and presents information to the proper authorities for criminal prosecution.
8. The Texas Department of Family and Protective Services protects children, the elderly, and people with disabilities from abuse, neglect, and exploitation. DFPS is responsible for conducting a civil investigation and taking appropriate action to assess safety and protect children from further harm.

9. All abuse and neglect reports provided by DFPS to the CAC are the property of DFPS and not the CAC. Because these intake reports are legally the property of DFPS and the CAC receives only a copy of the intake report that DFPS sends to the appropriate law enforcement agency, the CAC will follow its own organizational Records Retention Policy as it relates to client and case file information when determining how and when intake reports will be retained or destroyed. The CAC's multidisciplinary partner agencies, including but not limited to DFPS, law enforcement, and prosecution agencies, shall have access to the CAC's Records Retention Policy to ensure they are informed of the CAC's practice as it relates to the retention and destruction of intake reports.
10. Our Community Our Kids (OCOK), a division of ACH Child and Family Services, has assumed case management responsibilities from Child Protective Services for all children in substitute care, including paid foster care and kinship care.
11. Tarrant County Juvenile Services provide necessary staff training, identification of potential human trafficking victims, and resource connection to appropriate service providers. Once a trafficking victim or potential victim is identified, it is the role of Tarrant County Juvenile Services to connect that individual with the appropriate professionals and service providers that will meet the immediate and long-term needs of the identified victim. In addition, TCJS partners with Alliance For Children's MDT team in coordination and provision of investigative and healing services for victims of child abuse who are in custody of TCJS.
12. Lena Pope engages in monthly MDT staffing for juvenile offenders exhibiting Problematic Sexual Behaviors (PSB) to determine youth's eligibility to participate in the Project SAFeR Diversion Program. Lena Pope also provides PSB services for clients with problematic sexual behaviors who are not appropriate for juvenile diversion. Through Project SAFeR, Lena Pope provides assessment, education, and treatment planning, utilizing a comprehensive family-centered approach to serve both children engaging in PSB and their parents/guardians.
13. The Assistant District Attorneys from the Tarrant County Criminal District Attorney's Office are responsible for assessing the legal aspects of the criminal or civil case in accordance with their prosecutorial role.
14. Cook Children's Health Care System is responsible for providing the medical direction for Alliance For Children with JPS Health Network providing auxiliary medical treatment for children meeting their treatment criteria.
15. All efforts are made by each agency to share case information and coordinate each step of the investigation/assessment process in order to minimize the number of interviews of children.

16. Alliance For Children may enter Linkage Agreements with organizations that provide specialized services or services in partnership with Alliance For Children.
 - a. Alliance For Children has a linkage agreement with CASA. For Recovered or Identified victims, A specialized High-Risk Victim (HRV) CASA of Tarrant County (CASATC) advocate can be assigned only to children who are involved with an open Child Protective Service (CPS) legal case. CASA volunteers work to build a relationship with the children, review DFPS case files, review any available records, and gather information from caregivers, social workers, educators, medical personnel, attorneys, therapists, judges, DFPS staff, OCOK staff, family members and anyone who might be able to provide relevant information about the children. The volunteers, along with CASA supervisory staff, make recommendations to the court that might help them make the best decisions regarding the best permanent home for the children.
 - b. Alliance For Children has a linkage agreement with Traffick911 and Unbound. The role of Traffick911 and Unbound is to provide advocates for victims throughout the process of crisis response, crisis intervention, crisis management, and long-term care management. Advocates are responsible for personal contact and rapport with the victim from initial contact. Advocates manage the coordination of services from the victim's side, ensuring that the victim is well-heard and well-served by other CST service providers.
17. All agencies/organizations participating in an Alliance For Children center will share . pertinent case information with the appropriate agency as requested.
18. When scheduling clients to come to an Alliance For Children center, the agency partners will notify the center staff of the appointment. All MDT partners will notify Alliance For Children staff when an alleged perpetrator is at an Alliance For Children center for safety measures to be implemented. When alleged perpetrators visit an Alliance For Children center for the purpose of completing an investigation, Alliance For Children staff and partner agencies will make efforts to keep alleged offenders and any alleged victims separate.
19. All community volunteers/interns must meet the criteria set by Alliance For Children in order to qualify as Alliance For Children volunteers/interns.
20. Aggregate data gathered by Alliance For Children is available to partner agencies upon request.
21. It is expressly understood that each agency works within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule, or regulation, the statute, rule, or regulation shall prevail.

22. Any concerns regarding cases handled by partner agencies will be addressed between those agencies. If not resolved, a meeting involving the designated agency representatives and the Chief Executive Officer of Alliance For Children may take place for mediation.
23. All state and federal confidentiality laws will be followed in connection with this agreement. All personnel and agencies involved with the operations of Alliance For Children agree to maintain confidentiality of all records and information gathered on all cases in accordance with applicable laws, including Texas Family Code, Chapter 264.
24. Alliance For Children's working protocols must be reviewed, revised, as needed and re executed, at a minimum, every three years, upon significant changes to current practice, or upon a change of authorized partner agency signatories.
25. Alliance For Children's Memorandum of Understanding shall be reviewed and shall be modified as determined by the Chief Executive Officer and interagency partners by the execution of a modified agreement, and the appropriate agencies will be notified. This Agreement may be modified:
 - a. to conform to existing or new statutes, rules, regulations, or departmental policies that may conflict with any provisions of this Agreement;
 - b. to better meet the needs of children and families in the provision of child abuse-related services;
 - c. to improve the procedures set forth in this Agreement;
 - d. to add or delete agencies as parties to the Agreement;
 - e. for such other purposes as the parties may agree.
26. This agreement can be terminated by any party without cause by giving written notice to the other parties.
27. All state and federal confidentiality laws will be followed in connection with this Agreement.

Signatories of this Agreement will include the following agencies:

ACH Child and Family Services
Alliance For Children
Arlington Police Department
Azle Police Department
Bedford Police Department
Benbrook Police Department
Blue Mound Police Department
Burleson Police Department
Colleyville Police Department
Cook Children's Health Care System

Crowley Police Department
Crowley ISD Police Department
Dalworthington Gardens Police Department
Eules Police Department
Everman Police Department
Forest Hill Police Department
Fort Worth Police Department
Grand Prairie Police Department
Grapevine Police Department
Haltom City Police Department
Homeland Security Investigations-Dallas
Hurst Police Department
JPS Health Network
Keller Police Department
Kennedale Police Department
Lake Worth Police Department
Lakeside Police Department
Lena Pope
Mansfield Police Department
Mansfield ISD Police Department
North Richland Hills Police Department
Pantego Police Department
Pelican Bay Police Department
Richland Hills Police Department
River Oaks Police Department
Saginaw Police Department
Sansom Park Police Department
Southlake Police Department
Tarrant County Criminal District Attorney's Office
Tarrant County Juvenile Services
Tarrant County Sheriff's Office
Texas Department of Family and Protective Services
Texas Health Resources
Watauga Police Department
Westworth Village Police Department
White Settlement Police Department

Any other agency/organization that will house personnel at an Alliance For Children center or plans to follow the procedures set by this Agreement.

Each participating entity in Alliance For Children's multidisciplinary team (MDT) agrees to minimize re-victimization of children and protective family members as they go through investigation, assessment, intervention, and prosecution processes. The team agrees to maintain a cooperative approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact-finding and strong, collaborative case development.

While each of the undersigned agencies has specific responsibilities with regard to the investigation, prosecution, medical and therapeutic treatment of cases of child sexual and physical abuse, medical child abuse, and child fatality investigations, we do hereby acknowledge that the multidisciplinary team (MDT) approach through the institution of Alliance For Children, in the County of Tarrant, Texas will serve to enhance the individual efforts of each agency and will unify our community, through these respective agencies, and through public support and awareness, in the daily work to ensure the protection and preservation of the children of Tarrant County.

This agreement shall become effective upon signature of the parties listed below:

Wayne Carson, CEO (Date)
ACH Child and Family Services

Al Jones, Chief (Date)
Arlington Police Department

Bennett Hall, Chief (Date)
Azle Police Department

Jeff Williams, Chief (Date)
Bedford Police Department

David Babcock, Chief (Date)
Benbrook Police Department

Antonio Segura, Jr., Chief (Date)
Blue Mound Police Department

Billy Cordell, Chief (Date)
Burleson Police Department

Michael Miller, Chief (Date)
Colleyville Police Department

Stan Davis, President (Date)
Cook Children's Medical Center (CCMC)

Kit Long, Chief (Date)
Crowley Police Department

Le'Shai Maston, Chief (Date)
Crowley ISD Police Department

Greg Petty, Chief (Date)
Dalworthington Gardens Police Dept.

George Cannata, CPS Reg. Dir. (Date)
Dept. of Family and Protective Services

LeeAnn Marks, CPI Regional Dir. (Date)
Dept. of Family and Protective Services

Clint Cox, CCI Director (Date)
Dept. of Family and Protective Services

Greg Eakens, SI Regional Dir. (Date)
Dept. of Family and Protective Services

Ramona Black, APS Director (Date)
Dept of Family and Protective Services

Michael Brown, Chief (Date)
Eules Police Department

C.W. Spencer, Chief
Everman Police Department

Eddie Burns, Chief (Date)
Forest Hill Police Department

Neil Noakes, Chief (Date)
Fort Worth Police Department

Daniel Scesney, Chief (Date)
Grand Prairie Police Department

Mike Hamlin, Chief (Date)
Grapevine Police Department

Cody Phillips, Chief (Date)
Haltom City Police Department

Steve Niekamp, Chief (Date)
Hurst Police Department

Lester R. Hayes, Jr. (Date)
Special Agent in Charge
Homeland Security Inv.-Dallas

Dr. Karen Duncan (Date)
President & CEO
JPS Health Network

Brad Fortune, Chief (Date)
Keller Police Department

Mike Holguin, Chief (Date)
Kennedale Police Department

Steven Carpenter (Date)
Lakeside Police Department

J.T. Manoushagian, Chief (Date)
Lake Worth Police Department

Ashley Elgin, CEO (Date)
Lena Pope

Tracy Aaron, Chief (Date)
Mansfield Police Department

Greg Minter, Chief (Date)
Mansfield ISD Police Department

Mike Young, Chief (Date)
North Richland Hills Police Department

Robert Rife, Chief (Date)
Pantego Police Department

Brad Anderson, Chief (Date)
Pelican Bay Police Department

Kimberly Sylvester, Chief (Date)
Richland Hills Police Department

Charles Stewart, Chief (Date)
River Oaks Police Department

Russell Ragsdale, Chief (Date)
Saginaw Police Department

James Burchfield, Chief (Date)
Sansom Park Police Department

James Brandon, Chief (Date)
Southlake Police Department

Phil Sorrells, District Attorney (Date)
Tarrant County District Attorney's Office

Bill Waybourn, Sheriff (Date)
Tarrant County Sheriff's Office

Robert Parker, Chief (Date)
Watauga Police Department

Shannon Martinez, Chief (Date)
Westover Hills Police Department

Kevin Reaves, Chief (Date)
Westworth Village Police Department

Christopher Cook, Chief (Date)
White Settlement Police Department

Catherine Oliverous (Date)
VP of Community Health Improvement
Texas Health Resources

Julie Evans, CEO
Alliance For Children

[Executed effective as of the date signed by the Assistant City Manager below.]
/ [ACCEPTED AND AGREED:]

City: By: _____ Name: William Johnson Title: Assistant City Manager Date: _____	Vendor: By: _____ Name: Julie Evans Title: Chief Executive Officer Date: _____
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CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: _____ Name: Robert A. Alldredge Jr. Title: Executive Assistant Chief Approved as to Form and Legality: By: _____ Name: TaylorParis Title: Assistant City Attorney Contract Authorization: M&C: _____	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Loraine Coleman Title: Administrative Services Manager City Secretary: By: _____ Name: Jannette S. Goodall Title: City Secretary
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DREW LARKIN LAW, PLLC

7250 W. VICKERY BLVD.
FORT WORTH, TEXAS 76116
(210) 478-6234

January 31, 2024

Via email: aarnold@wstx.us

Hon. Faron Young and City Council
City of White Settlement
214 Meadow Park Drive
White Settlement, TX 76108

Re: Engagement Letter—City of White Settlement, Texas

Dear Mayor Young and City Council:

The purpose of this letter is to set forth the legal services to be performed by my firm for this engagement and the basis upon which the firm will be paid for those services. This letter confirms that Drew Larkin Law, PLLC (“Firm”) will represent the City of White Settlement (“City”) with respect to economic development, zoning and land use matters, and any other matters as requested by City staff and agreed to by the Firm (the “Work”). The Firm’s acceptance of this representation (the “Representation”) becomes effective upon my receipt of an executed copy of this engagement letter.

Terms of Engagement

This letter sets out the terms of the Firm’s engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Terms of Engagement. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached Terms of Engagement.

It is understood and agreed that the Firm’s engagement is limited to the Representation, and the Firm’s acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Work

I will be the attorney in charge of the Representation, and I will be performing the Work. You or any other person at the City may call, write, or e-mail me whenever you have any questions about the Representation.

Legal Fees and Other Charges

The Firm will charge for all time spent by myself in the Representation in increments of a quarter of an hour. The Firm will charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; factual investigation, if needed; legal research; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although the Firm will make every effort to manage fees and costs by working efficiently.

My time is billed at the rate of \$200 per hour. The Firm will endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due within 30 days of receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar the Firm from representing you in the Work. Based on the information available, I am not aware of any potential disqualification. If a conflict is discovered, the Firm will immediately contact you.

Cloud-Based Software

The Firm intends to use cloud-based electronic data storage and/or document preparation systems to store client confidential information and/or prepare legal documents pertaining to this Work. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, in using such cloud-based software, the Firm will undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of client confidential information.

Document Retention

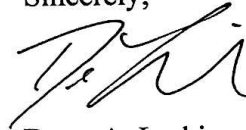
The Firm may choose to keep records pertaining to the Work in partially or exclusively electronic format, and the Firm will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of the Work, your file, in the form in which it was maintained, will be made available for transfer to you. As a general rule, the Firm will keep client files for five years. If your file has not previously been returned to you before the end of the retention period, the Firm will offer the file to you at that time. Original documents or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached Terms of Engagement constitute the entire terms of the engagement of the Firm in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and the Firm. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or the Firm.

Please carefully review this document, which includes this letter and the attached Terms of Engagement. If there are any questions about these terms of, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, I would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Drew A. Larkin

CITY OF WHITE SETTLEMENT, TEXAS

Faron Young, Mayor

Date: _____

Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Work, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Drew Larkin Law, PLLC agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Work, as specifically defined in our engagement letter. After completion of the Representation in the Work, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities regarding the Work. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Work.

It is our understanding and your agreement that the person or entity that we represent is the one identified in our engagement letter.

Who Will Provide the Legal Services

As our engagement letter confirms, Drew Larkin Law, PLLC will represent you in the Work. Drew Larkin Law, PLLC is a Texas professional limited liability company.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, the Firm will use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

Periodically, the firm may be asked to provide a representative client list to prospective clients. Unless you advise us to the contrary, we may disclose to third parties the fact that the firm represents you. The firm is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Drew Larkin Law, PLLC has made no promises or guarantees to you about the outcome of the Representation of the Work, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying the Firm in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Work.

There are several types of conduct or circumstances that could result in the Firm withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Drew Larkin Law, PLLC to terminate the Representation. In that event, you will take all steps necessary to release Drew Larkin Law, PLLC of any further obligations in the Representation or the Work, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Work. The right of Drew Larkin Law, PLLC to

withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Work. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available in our office and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.



January 26, 2024

Re: Professional Service Agreement (PSA) with James DeOtte Engineering, Inc. for the Clyde Street Water Line Project in the amount of \$115,150.00.

James DeOtte Engineering Inc. In performance as the City's Engineer has submitted a PSA for the design, bid, and construction services for the Clyde Street Water line as listed in our Capital Improvement Plan.

Clyde Street water line was identified as a line with a high likelihood of failure and a medium risk score in a short-term Capital water and wastewater capital plan prioritization as performed by Freeze and Nicholes Engineering in 2018.

The project will replace 1500 linear feet of old cast iron pipe with 6-inch PVC along with new service lines to each meter. This is a water line-only project, so pavement repair for the area opened to install the line will be included in the plans.

Staff recommends approval of the PSA for \$115,150.00 to be funded by the Water and Sewer Capital Bond fund.

Larry Hoover, CPM
Director of Public Works

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of White Settlement, Texas hereinafter called "Owner" and James DeOtte Engineering, Inc., hereinafter called "JDEI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF JDEI:** In accordance with the terms of this Agreement: Owner agrees to employ JDEI; JDEI agrees to perform professional services in connection with the Project; Owner agrees to pay to JDEI compensation. The Project is described as follows: Clyde Street Waterline Improvements.
- II. **SCOPE OF SERVICES:** JDEI shall render professional services in connection with Project as set forth in the Proposal Letter which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay JDEI for all professional services rendered under this Agreement. JDEI shall perform professional services as outlined in the "Scope of Work" for a lump sum fee of \$115,150.00.

If JDEI's services are delayed or suspended by Owner, or if JDEI's services are extended for more than 60 days through no fault of JDEI, JDEI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by JDEI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS:** The Terms and Conditions as set forth and are attached to and made a part of this Agreement shall govern the relationship between the Owner and JDEI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and JDEI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and JDEI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and JDEI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

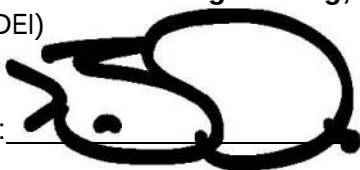
IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of February, 2024.

City of White Settlement, Texas
(Owner)

By: _____

Jeff James, City Manager
Print Name and Title

James DeOtte Engineering, Inc.
(JDEI)

By:  _____

Brian Darby, Vice President
Print Name and Title



James
DeOtte
Engineering
Inc.

Civil Engineering

Land Surveying

Construction Management

Hydrologic and Hydraulic Modeling

January 9, 2024

Mr. Jeff James
City Manager
City of White Settlement
White Settlement, TX 76108

Ref: Proposal for Professional Civil Engineering Services
Clyde Street Waterline Improvements

Dear Mr. James:

James DeOtte Engineering, Inc. (JDEI) is pleased to submit for your consideration this proposal for professional civil engineering services for the referenced project. We believe the following scope of services will meet your needs for this assignment.

PROJECT UNDERSTANDING

The project includes the replacement of approximately 1,500 LF of water line replacement along Clyde Street from Silver Creek Road to the north dead end,

SCOPE OF WORK

1. Design Services

- 1.1 Construction plans and specifications will be prepared for the proposed improvements.
- 1.2 QTO and OPCC – A estimate of construction quantities (quantity take-off or QTO) and develop an Opinion of Probable Construction Cost (OPCC) of the proposed improvements.
- 1.3 A Concept Design will be prepared to define the construction limits and intent in an exhibit format.
- 1.4 A Preliminary Design will be prepared that addresses the City's Concept Design Review comments and provide the aforementioned plans, specifications, QTO, & OPCC.
- 1.5 A Final Design will be prepared that addresses the City's Concept Design Review comments to make an Advertisement Bid Package.

2. Bid Phase Services

- 2.1 Advertisement – Prepare an advertisement to bidders and coordinate for the advertisement to be published in the local newspaper.

- 2.2 Plan Distribution – Distribute bidding documents to contractors and plan rooms. A plan holders list will be maintained, and addenda will be issued, if necessary.
- 2.3 Bid Tabulation – Prepare tabulation of all bidders and assist City with award of construction contract.

3. Construction Phase Services

- 3.1 Final contract – Assist the Owner in the preparation of final executed and conformed copies of the construction contract.
- 3.2 Pre-construction conference – Attend a pre-construction conference with city staff and contractor.
- 3.3 Site Visits – Perform periodic site visits to review construction progress and general conformance to design.
- 3.4 Final Walk Through – Attend final walk through with city staff and provide recommendation.

JDEI anticipates the fees listed above for the various elements of the project to be a not to exceed amount of **\$115,150.00**. All costs, associated with the identified scope of work, will be lump sum for the scope provided and will be billed as a percentage of completed work as determined by JDEI.

This scope of work assumes any services not specifically listed as part of this contract will be treated as an additional service. The owner will be notified before any additional services are performed.

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by the City of White Settlement, Texas ("CLIENT") for JDE, Inc. (sometimes referred to as "Engineer") to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

JDE, Inc.'s Labor Costs shall be the amount of salaries paid to JDE, Inc.'s employees for work performed on CLIENT'S Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments premiums, and benefits. Labor Costs are included in and not in addition to the lump sum fee.

3. DIRECT EXPENSES

JDE, Inc.'s Direct Expenses shall be those costs incurred on or directly for CLIENT's Project, including but not limited to necessary transportation costs including mileage at JDE, Inc.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these Direct Expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JDE, Inc. Direct Expenses are included in and not in addition to the lump sum fee.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved in advance by CLIENT, an additional amount shall be added to the cost of these services for JDE, Inc.'s administrative costs, at rates to be mutually agreed to by the parties.

5. COST ESTIMATES

Any cost estimates provided by JDE, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures JDE, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS

JDE, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. JDE, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

This Agreement may be terminated in whole or in part in writing by either party, with or without cause upon fifteen (15) days prior written notice.

If either party terminates this Agreement, JDE, Inc. will immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of notice of termination, JDE, Inc. will submit a statement showing the services performed up to the date of termination and the amount due and owing for same. CLIENT's liability shall be limited to such amount. Copies of all plans, field surveys, and other data related to the project shall become the property of CLIENT upon termination of the Agreement.

Should CLIENT subsequently contract with a new engineer for continuation of services on the project, JDE, Inc. will cooperate in providing information. JDE, Inc. will be compensated for such extra services and expenses as provided for by mutual agreement of CLIENT and JDE, Inc.

8. LEGAL EXPENSES

In the event legal action is brought by CLIENT or JDE, Inc. against the other to enforce or interpret any of the terms or obligations of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to the prevailing party's actual damages, reasonable attorneys' fees and court costs.

9. PAYMENT TO JDE, INC.

Monthly invoices will be issued by JDE, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

10. ADDITIONAL SERVICES

Services in addition to those specified in Scope of Services will be provided by JDE, Inc. if previously authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated between the parties.

11. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

12. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

13. INDEMNITY

JDE, Inc. agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, officials, and employees, in both their individual and official capacities, from and against any and all claims, losses, damages, causes of action, suits, fines, penalties, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for any injury to or death of any person, or for damage to any property, arising out of, in connection with, or resulting from the performance of this Agreement. This provision of the Agreement shall survive the termination of this Agreement.

14. GOVERNING LAW & JURISDICTION

This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby irrevocably

and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

15. REVISIONS TO SCOPE OF WORK

After a definite Scope of Services has been approved by CLIENT, if a decision is subsequently made by CLIENT which, for its proper execution, involves extra services and expenses for changes in, or additions to, the drawings, specifications, or other documents, or if JDE, Inc. is put to labor or expense by delays imposed on it from causes not within its control, such as by the re-advertisement for bids or by the delinquency or insolvency of contractors, JDE, Inc. will be compensated for such extra services and expenses as provided for by mutual agreement of CLIENT and JDE, Inc. Such mutual agreement will be amended to and incorporated into this Agreement.

16. OWNERSHIP OF DOCUMENTS

All drawings, specifications, and other documents or instruments prepared or assembled by Engineer under this Agreement shall become the sole property of CLIENT and shall be delivered to CLIENT without restriction on future use. Engineer shall retain in its files all original drawings, specifications, documents or instruments and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings and other documents by CLIENT or other consultants subsequent to the completion of the Agreement. CLIENT shall require that any such change be sealed, dated, and signed by Engineer making said change and shall be appropriately marked to reflect what was changed or modified.

17. INDEPENDENT CONTRACTOR

JDE, Inc. shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of CLIENT and JDE, Inc. shall have the exclusive right to control services performed hereunder by JDE, Inc., and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between CLIENT and JDE, Inc., its officers, agents, employees and sub-consultants; and the doctrine of respondent superior has no application as between CLIENT and JDE, Inc.

18. SUCCESSORS AND ASSIGNS

CLIENT and JDE, Inc. each bind themselves, their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement; except as above, neither party will assign, sublet, or transfer its interest in this Agreement without prior written consent of the other party.

19. SEVERABILITY

In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. THIRD-PARTY BENEFICIARIES

This Agreement shall inure to the benefit of and may only be enforced by the parties to this Agreement and their permitted successors and assigns. Except as may be specifically stated and identified in this Agreement, there are no third-party beneficiaries of this Agreement.

21. INSURANCE

A. Engineer shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Engineer shall not commence work under this Agreement until Engineer has obtained all the insurance required under this Agreement and such insurance has been approved by CLIENT, nor shall Engineer allow any subcontractor to commence work under this Agreement until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Agreement shall be written on an "occurrence" basis through companies duly approved to transact that class of insurance in the State of Texas. The insurance requirements shall remain in effect throughout the term of this Agreement.

- (1) Workers' Compensation and Employers' Liability Insurance, as required by law; not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
- (2) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Agreement, fully insuring Engineer's liability for injury to or death of employees of CLIENT and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
- (3) Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with bodily injury and property damage limits of \$1,000,000 per occurrence.
- (4) Professional Liability Insurance, coverage in an amount of at least \$1,000,000 per claim and aggregate covering the services provided under this Agreement, including contractual liability. This insurance shall be maintained throughout the Agreement and for one year after completion of construction of the project.

B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

- (1) CLIENT shall be named as an additional insured as to all applicable coverage(s) except Workers' Compensation and Professional Liability.
- (2) Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CLIENT by certified mail to:

City of White Settlement
Attn: City Manager
214 Meadow Park Drive
White Settlement, TX 76108

With a copy to:

City of White Settlement
Attn: Director of Public Works
214 Meadow Park Drive
White Settlement, TX 76108

- (3) The term "CLIENT" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CLIENT and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CLIENT.
- (4) The policy phrase "other insurance" shall not apply to CLIENT where CLIENT is an additional insured on the policy.
- (5) All provisions of the Agreement concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Engineer agrees to the following:

- (1) Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies.
- (2) Companies issuing the insurance policies and Engineer shall have no recourse against CLIENT for payment of any premiums or assessments for any deductible, as all such premiums are the sole responsibility and risk of Engineer.
- (3) Approval, disapproval, or failure to act by CLIENT regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the Agreement documents or contract documents for the Project. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.

- (4) No special payments shall be made for any insurance that Engineer and subcontractors, if any, are required to carry; all are included in the Agreement price and the Agreement unit prices.

22. NOTICE

All notices, communications, and reports required or permitted to be delivered under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, to the respective parties by depositing the same in the United States Postal Service at the address shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses. Notices mailed in accordance with this paragraph shall be deemed delivered after three (3) calendar days of the date mailed. Notices personally delivered shall be deemed delivered on the day received.

If to Owner:

City of White Settlement
Attn: City Manager
214 Meadow Park Drive
White Settlement, TX 76108

If to JDE, inc.:

James DeOtte Engineering, Inc.
Attn: Brian Darby, P.E., Vice President
2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120

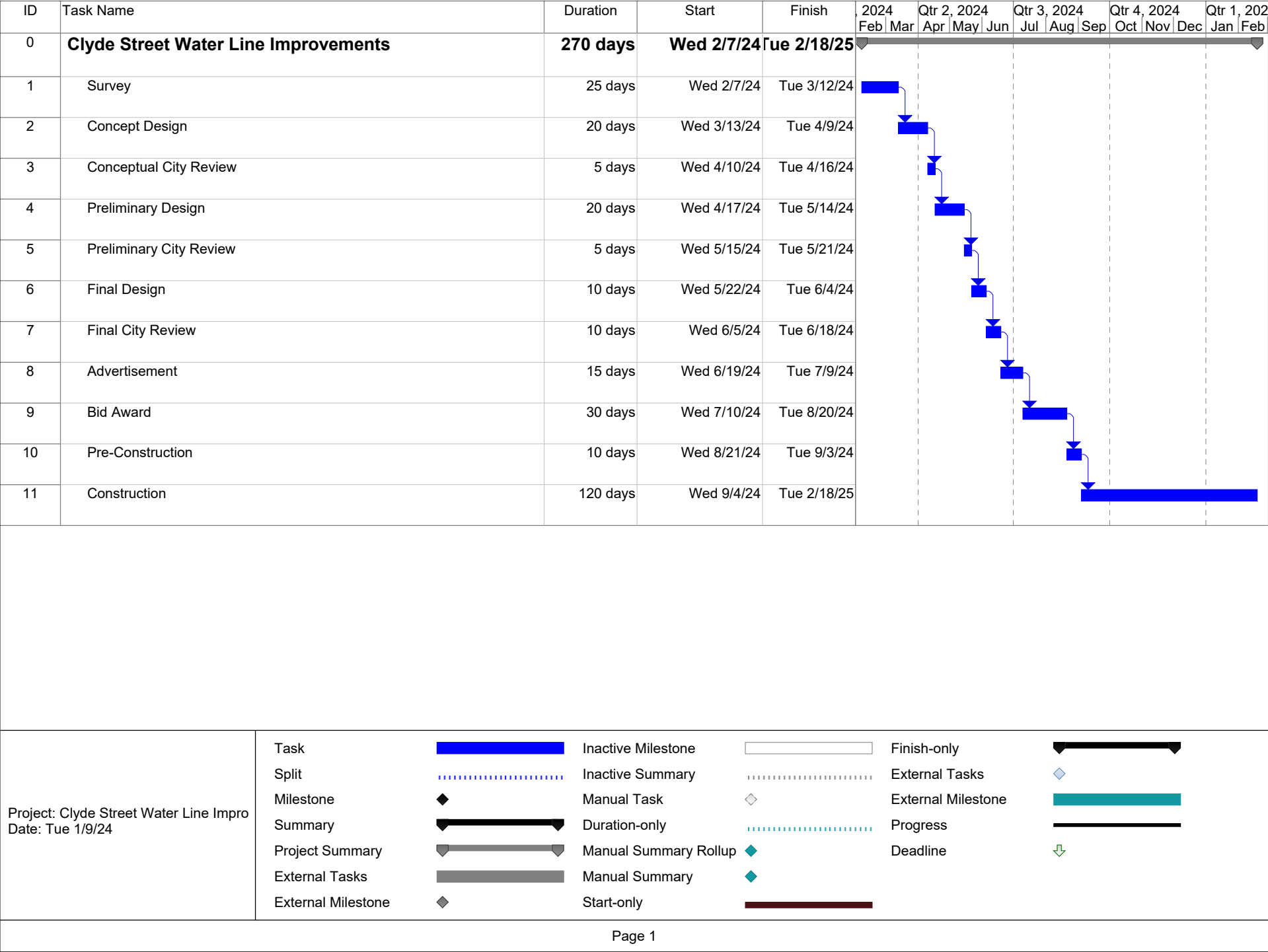
With copy to:

City of White Settlement
Attn: Director of Public Works
214 Meadow Park Drive
White Settlement, TX 76108

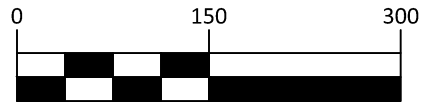
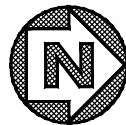
City of White Settlement
Capital Improvement Projects
Conceptual Opinion of Probable Construction Cost



No.	Location	Description	Unit	Quantity	Estimated Construction Price	Estimated Engineering And Survey	Estimated Total Cost
Clyde / Lariat / Ingram Water Line Replacement							
1	From Silver Creek to N Deadend	8" Water	LF	1,500	\$ 360,000.00	\$ 72,000.00	\$ 432,000.00
3	Clyde Street	Asphalt Pvmnt	SY	1,667	\$ 200,000.00	\$ 40,000.00	\$ 240,000.00
4	From Silver Creek to N Deadend	Conc Curb & Gutter	LF	175	\$ 15,750.00	\$ 3,150.00	\$ 18,900.00
Subtotal					\$ 575,750.00	\$ 115,150.00	\$ 690,900.00



Page 1



GRAPHIC SCALE IN FEET

CLYDE WATER EXHIBIT



James
DeOtte
Engineering
Inc.

2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120

TBPE Firm Reg. No. 8917
TBLS Firm Reg. No. 101014-00



To: City Council

From: Richard Tharp, Community Services Director

Date: February 6, 2024

Staff brings this item before the Council to discuss and consider approving the BuyBoard proposal from Sports Fields Solutions in the amount of \$54,955.00 to renovate three infields at Central Park. The fields to be worked on will be Yellow and Green Baseball and the Aqua Softball fields. The timeline for completion should take two weeks. This is a budgeted routine maintenance item to improve and grade the infield areas of the sports field for better play. The last field improvement project at Central Park was conducted in 2021 on different fields.



SPORTS FIELD

SOLUTIONS

PARTNER WITH THE EXPERTS

SERVICE PROPOSAL

JANUARY 12, 2023 (R03)



Service Proposal

CUSTOMER: Michael Hopping **SALES REP:** Mark Olson
PHONE: (817) 205-8655 **PHONE:** (385) 265-1180
EMAIL: mhopping@wstx.us **EMAIL:** molson@sportsfieldsolutions.com

PROJECT TOTAL**\$54,955**

To be purchased through BuyBoard Contract 641-21 | Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing

AQUA FIELD: SOFTBALL INFIELD**\$16,120**

- Layout field and coordinate with client preserve existing irrigation.
- Harvest sod to mitigate infield lips.
- Spoils to be disposed of by Sports Field Solutions..
- Provide and place Pro Play Classic Infield Mix.
 - Till and laser grade clay surface to ensure positive drainage.
 - Roll affected area to ensure proper compaction.
- Provide place Diamond Pro Red Infield Conditioner.
- Provide and install the following hardware:
 - 4 set of base anchors and plugs.
 - 1 home plate.
- Provide and install Sports Hybrid Bermuda Turfgrass.
- Clean up per scope of work.

YELLOW FIELD: BASEBALL (JUNIOR) INFIELD**\$16,895**

- Layout field and coordinate with client preserve existing irrigation.
- Harvest sod to mitigate infield lips.
- Spoils to be disposed of by Sports Field Solutions..
- Provide and place Pro Play Classic Infield Mix.
 - Till and laser grade clay surface to ensure positive drainage.
 - Roll affected area to ensure proper compaction.
- Provide place Diamond Pro Red Infield Conditioner.
- Provide and install the following hardware:
 - 3 set of base anchors and plugs.
 - 1 home plate.
- Provide and install Sports Hybrid Bermuda Turfgrass.
- Clean up per scope of work.



Service Proposal

GREEN FIELD: BASEBALL INFIELD

\$21,940

- Layout field and coordinate with client preserve existing irrigation.
- Harvest sod to mitigate infield lips.
- Spoils to be disposed of by Sports Field Solutions..
- Provide and place Pro Play Classic Infield Mix.
 - Till and laser grade clay surface to ensure positive drainage.
 - Roll affected area to ensure proper compaction.
- Provide place Diamond Pro Red Infield Conditioner.
- Provide and install the following hardware:
 - 4 set of base anchors and plugs.
 - 1 home plate.
- Provide and install Sports Hybrid Bermuda Turfgrass.
- Clean up per scope of work.

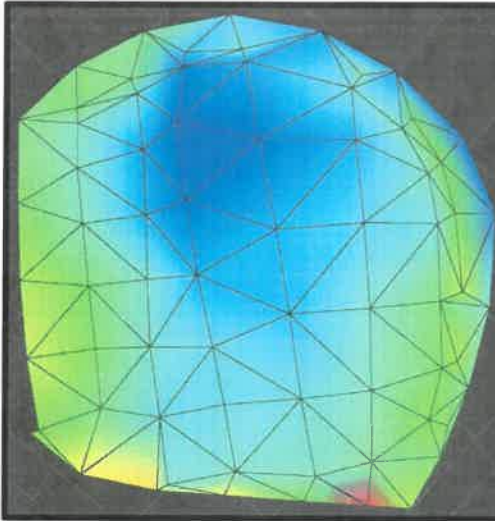
Proposed Scope and Overhead Imagery



See Existing Grades on the Next Page



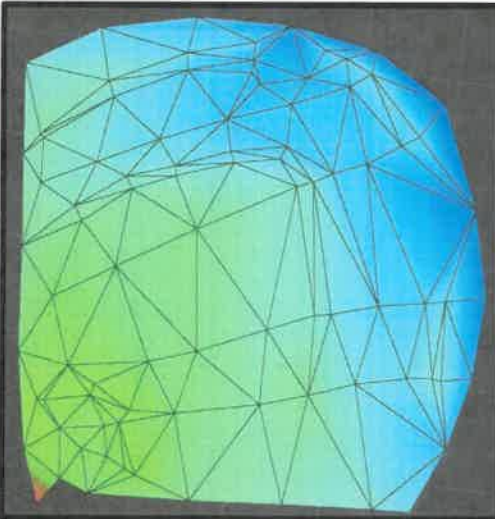
Service Proposal



AQUA FIELD - SOFTBALL IF

Elevated lips at clay to turfgrass transition, impede drainage leading to oversaturation.

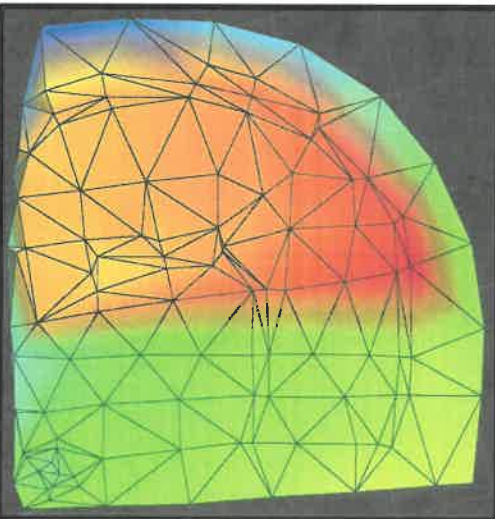
Lip Removal and grading strongly recommended.



YELLOW FIELD - BASEBALL IF(JUNIOR)

Elevated lips at clay to turfgrass transition, impede drainage leading to oversaturation.

Lip Removal and grading strongly recommended. Edgework also needed.



GREEN FIELD - BASEBALL IF

Migration of infield clay has occurred toward the 2nd and 3rd base. Water sits on infield due to high spots.

Lip Removal and grading strongly recommended. Edgework also needed.



Service Proposal

Exclusions

- Any item of work not specifically listed above.
- Any building permits or site inspection fees.
- Sales and/or use tax.
- Payment and performance bonds. Add 2.5% of contract value



To: City Council
From: Amy Arnold
City Secretary / Chief Governance Officer
Date: February 6, 2024

Board appointments are made in February annually except for EDC and Parade Committee appointments. The following members have expressed interest in continuing to serve and ask to be considered for reappointment. Staff have not received any applications for appointment to open seats on these boards.