



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
March 18, 2025
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts, or information for Council, to the City Secretary prior to commencement of the Council meeting. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

VI. ANNOUNCEMENTS

VII. CITY MANAGERS REPORT

1. **Library Advisory Board Quarterly Report**
2. **Historic Review Board Quarterly Report**
3. **Parks and Recreation Advisory Board Quarterly Report**
4. **Planning and Zoning Commission Quarterly Report**
5. **Annual Racial Profiling Report**

VIII. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. **City Council Regular Meeting Minutes - March 4, 2025**
2. **CONSIDER REQUEST TO CLOSE DEPOT STREET FOR THE COMMUNITY POTLUCK ON FRIDAY, MARCH 21, 2025 FROM 5PM-9PM.**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 19 WITH BAIRD/WILLIAMS CONSTRUCTION FOR THE ELGIN POLICE DEPARTMENT PROJECT BID PACKAGE #2, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
5. **Continue Agreement for Management of Community Services Department and Public Information Officer (PIO) Services**

IX. NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PROPOSALS FOR ENGINEERING SERVICES FOR SURVEY AND ENVIRONMENTAL REVIEW OF THE WASTEWATER PLANT II PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR PASS THROUGH WASTEWATER SERVICE AT THE POTH TRACT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES FOR THE RECRUITMENT OF FINANCE DIRECTOR, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)**
4. **Receive Update, and Provide Direction to the Emergency Medical Services (EMS) Subcommittee**

X. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

1. **Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**
2. **In accordance with Texas Government Code, Chapter 551, the Council will convene into executive session, pursuant to Section 551.072, Tex. Gov't Code (Real Property): Discuss and consider the purchase of certain real property for the City of Elgin.**
3. **Section 551.074, Texas Government Code, (Personnel Matters) to discuss executive recruitments**

XI. RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session

XII. ADJOURNMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3223. Please provide forty-eight hours notice when feasible.

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, March 14, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Peyton Standifer". The signature is written in a cursive, flowing style.

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Library Advisory Board Quarterly Report

DEPARTMENT: Library

PROPOSED ACTION: No action is necessary.

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Review attached report.

ATTACHMENTS:

1. LAB Quarterly Report - March 2025

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Library Advisory Board to City Council – March 2025

Reporting Period December 1st, 2024 – February 28th, 2025

The Elgin Library Advisory Board members are as follows: Chair Angelica Huerta, Vice-Chair Nicole Rooch, Secretary Barbara Leeper, Denise Halter, Julissa Kyle, Jessica Johnson and Yenifer Ibarra.

Quarter Review:

- Makerspace – Implement fee structure for makerspace products / materials
- Long Range Plan – Began process updating plan by developing a survey for community input and conducted planning meetings with LAB members, staff and FOEL board members

EPL hosted 170 programs during the past quarter with over 2,300 people in attendance. 22,988 pieces of material were circulated, which was a 7% increase from this same time last year. The library welcomed 6,170 visitors and 182 new library card holders.

The Holiday by the Tracks was a huge success in December. The library had well over 400 in attendance. The library offered crafts for all ages, pictures with Santa and the Grinch, games for families, food and more. Everyone enjoyed the Holiday Cookie Swap and Gingerbread House Decorating party. Recovery Matters began in December and now there is a healthy number of individuals who are learning through recovery together.

Script to Screen is one of EPL's newest book clubs that began in January. Participants had the opportunity to read the book and enjoy the corresponding movie and to have an engaging conversation afterwards. The vision boards with Body & Shine was a great way to kick off this year. Participants created goals, engaged with others to share ideas, and enjoyed a tasty meal from Firewild. Conversational Spanish has been a huge hit with our patrons. Patrons now have an opportunity to learn introductory Spanish.

Healing from Codependency is a mental health program that began in February. This program is a support group that brings self-awareness, introspection, and a commitment to personal growth. EPL partnered with Chemn Café to bring the new BIPOC Book Club. This book club will explore authors of various cultures. Chocolates and Chakras was another success in February. Participants enjoyed a variety of delicious chocolates along with guided chakra meditation with Body & Shine Wellness.

Looking Ahead:

- Makerspace – Finalizing operational details and preparing for grand opening
- Long Range Plan – Launch survey
- Appoint Board Positions

EPL's staff and volunteers are gearing up for Spring activities. EPL will be celebrating Dr Seuss' birthday in March. The library will provide outdoor activities such as inflatables for the kids, indoor crafts, food, Friends of the Elgin Library will give away books, vendors from the community will be set up offering their products and photo ops with the one and only Cat in the Hat.

Pi Day will be kicked off by our new Cooking Club. The Cooking Club is a way for people to connect over shared food and recipes. Teen Financial Literacy will be offered over Spring Break. Our very own board

member, Julie Kyle, will teach and provide resources on finances for young adults that are entering the big world. The classes will be on how to find jobs, creating resumes, job interviews, creating schedules and much more.

The month of April will be a busy month for the library. EPL is partnering with Bastrop County Cares and the Texas Workforce Commission to host a job fair for the Elgin community. Attendees will have the opportunity to connect with several area businesses and receive resources that will contribute to their career success. Dia de los Ninos will be a great time to celebrate Mexican traditions at the library. EPL will offer activities for all the family, face painting and yummy treats.

Bastrop County Animal Shelter will be paying the library a visit in May. The library will host Reading with Kittens and Puppies in hopes to provide homes for these lovable animals and promote literacy.

It is the goal of the library to continuously seek new ways to engage with, provide and meet the needs of the Elgin community.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Historic Review Board Quarterly Report

DEPARTMENT: Community Services

PROPOSED ACTION: No action is necessary.

BACKGROUND:

The Historic Review Board meets every 4th Wednesday of the month at 7:30AM.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Review the report

ATTACHMENTS:

1. HRB Council Quarterly Report 2025-1

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

March 7, 2025

To: City Council
From: Kristina Alvarez, Historic Preservation Officer
Re: Historic Review Board Quarterly Report

HRB reviews an alteration visible from the public right of way in the historic district.
Board members: Jake Carter, Becky Davis, Caleb Dawson, Joan Godfrey, Sheldon Johnson, Regina McIlvian, Bennett Smith, Jessica Jaimes and Nicolas Lealos

HRB meets monthly, typically on the 4th Wednesday of the month at 7:30am in the City Council chamber. The area within the red dotted line in the attached map shows the historic district. The board reviewed and approved the following applications in the first quarter of 2025.

Applications Reviewed Internally

None

Applications for Review

2 Depot Square, Suite C Cactus Realty Group
30 North Main Street, Elgin Chamber of Commerce & Visitors Center and SHE,
Women in Business
109 B Central Avenue, Lightnin' Bar
209 Central Avenue, Elgin Snow Cones, Tropical Sno

Map Legend

Downtown Elgin Zoning overlay - yellow and blue
Historic District - red dotted Line



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Parks and Recreation Advisory Board Quarterly Report

DEPARTMENT: Recreation

PROPOSED ACTION: No action is necessary

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Review the report.

ATTACHMENTS:

1. Parks Advisory Board Report to City Council January 2025

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

The Parks Advisory Board includes Neil Beyer, Charles Brown, Crystie Shibley, Melanie Martin, and Megan Alexander McCullough. There are two vacancies on the Parks Advisory Board.

Board members are appointed to assist with the prioritization of parks and recreation improvements and repairs through the Parks, Recreation and Open Space Master Plan, review procedures, guidelines and fees to make recommendations, gather community input for programming and physical improvements and provide feedback for parkland fees or adoption.

The City of Elgin, TX Parks & Recreation Department is a regional and state award winning department, supported by the work of staff, the board, volunteers and community organizations.

1.) Summary of Board Activities for the Past 4 Month.

Recruiting new Parks Advisory Board.

Focused on the Parks, Recreation and Open Space Master Plan update as this document is 4 years old and many projects have been completed. The Parks Advisory Board is taking time to review and assess current park facilities and has created a timeline for reviewing the plan and making recommendations for updates and changes.

2.) Summary of Proposed Activities for the Next 4 Months

The Parks Advisory Board needs two new members, potentially a 3rd new member as an existing member is no longer responding to communications and has not attended a meeting since being appointed.

The Board will continue to work on the Parks, Recreation and Open Space Master Plan and create a plan for collecting public input in 2025 to assess any necessary changes to the plan.

The Parks Advisory Board is currently working on a Public Art Plan for the Parks System that will guide the acquisition of additional art in the parks over the coming years. They have also started to gather a list of completed projects and updates to projects in the Parks, Recreation and Open Space Master Plan to update City Council later in the year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No action is necessary.

BACKGROUND:

This report summarizes PZC activity from November 2024 to January 2025.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

None.

ATTACHMENTS:

1. PZC Quarterly Report Nov 24 - Jan 25

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- {X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: March 7, 2025

SUMMARY OF ACTIVITIES FROM NOVEMBER 2024 – JANUARY 2025 MEETINGS

November 2024

No meeting this month.

December 2024

- A. Trinity Ranch Phase 2, Section 4 Final Plat (Project #202400078) – Consisted of 224 lots on 34.860 acres of land – PZC approved.
- B. Elm Creek Northwest Phase 3 Final Plat (Project #202300114) – Consisted of 183 lots on 79.046 acres of land – PZC approved.

David Lanford and Jason Tatum resigned from the PZC because they will be moving out of town and will therefore be ineligible to serve.

January 2025

- A. Replat of Lot 1 Brown McDade Subdivision (Project #202400016) – Consisted of dividing lot 1 into two lots and absorbing lots 2 & 3 into lot 1B – PZC approved.
- B. Subdivision Variance Travis County Parcel No. 932689 (Project #202400089) Variance from Sec. 36-175 to allow a flag lot in Elgin Rolling Meadows – PZC approved.
- C. Bastrop County Parcel #84627 (Project #202400092) – A zoning change request from “I”-General Industrial District to “C-2” General Commercial District for a parcel in the Elgin Business Park I on the corner of Swenson Blvd. and Dildy Dr. – PZC recommended approval.
- D. Bastrop County Parcel #15336 & 87879 (Project #202400093) – A zoning change request from “C-3” Highway Commercial District to “I” General Industrial District on portions of lots in the Corlin Subdivision at 618 N SH 95 – PZC recommended approval.
- E. Final Plat Lund Farm Subdivision Section 1 Phase 1 (Project #202400039) – Consisted of 222 lots on 48.419 acres of land. – PZC approved.
- F. Review, discuss and provide input on a proposed annexation and PDD rezoning of Cardwell Estates BCAD parcel #s 99528 & 39675 – Reviewed proposed PDD for residential development on approximately 28.89 acres of land. No PZC action taken.
- G. Review, discuss and provide input on a proposed Concept Plan and Development Agreement for Lund Farms BCAD parcel #s 15702 & 15102 – Changes consisted of an increase of 80 lots and a school lot – No PZC action taken.

PROPOSED ACTIVITIES FROM FEBRUARY 2024 – APRIL 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as subdivision of property, zoning changes, specific use permits, hearing and deciding on variances to the subdivision code and reviewing amendments to the zoning and subdivision ordinances.

RECOMMENDED COUNCIL ACTION

None.



Elgin Police Department

Memorandum

Date: February 15, 2025

To: Isaac Turner, *City Manager*

From: Chris Noble, *Chief of Police*

Re: 2024 EPD Racial Profiling Report, Executive Summary

Mr. Turner,

Attached to this memo is Elgin PD's 2024 annual Racial Profiling Report. The report was prepared by Dr. Alejandro del Carmen of **DEL CARMEN Consulting, LLC®**, a nationally recognized expert in the field of biased based policing and the collection & analysis of police data. The annual report is generated from data gathered during motor-vehicle related contacts conducted from January 1, 2024, through December 31, 2024. The annual report is required by State law to be submitted to Elgin's governing body by March 1, 2025.

Page two of the report is Dr. del Carmen's letter of introduction to the Elgin City Council describing the process of why the annual report must be made and how the report is structured. Additionally, Dr. del Carmen states his conclusion that all legal requirements have been met by the Elgin Police Department regarding motor vehicle-related contacts. Dr. del Carmen goes on to say, "I am pleased to report that all these requirements have been met by the Elgin Police Department..." Further, on page 26 in Dr. del Carmen's *Summary of Findings* he states his audit demonstrates EPD is engaging in search practices that are consistent with national trends in law enforcement.

Even though all Elgin PD officers have received the required racial profiling training, and no complaints of racial profiling have been made I am, nonetheless, committed to ensuring EPD officers exceed the minimum educational standard through extensive supplemental training. In fact, every EPD employee will participate in training seminars covering *Implicit Bias* in 2025.

Lastly, EPD administrative personnel are fully capable of generating this annual report. However, beyond the minimum required data for the report, I choose to submit data for monthly audits and deep-dive analysis of random officers traffic stop data. Our data is subjected to the intense scrutiny of a recognized expert to clearly demonstrate my commitment to this community and transparency of the organization.

RACIAL PROFILING REPORT

2024

Elgin

Police Department



DEL CARMEN
Consulting, LLC.

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 23, 2025

Elgin City Council
310 N. Main St.
Elgin, TX 78621

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Elgin 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. I am pleased to report that all of these requirements have been met by the Elgin Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Elgin 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 Elgin 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.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully 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 is included. The findings in this report support the Elgin Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

Table of Contents

INTRODUCTION	
Letter to Council Members	2
Table of Contents	3
RESPONDING TO THE LAW	
Public Education on Filing Compliments and Complaints	4
Racial Profiling Course Number 3256	5
Reports on Compliments and Racial Profiling Complaints	11
Tier 2 Data (Includes tables)	13
ANALYSIS AND INTERPRETATION OF DATA	
Tier 2 Motor Vehicle-Related Contact Analysis	23
Comparative Analysis	24
Summary of Findings	26
Checklist	27
LEGISLATIVE AND ADMINISTRATIVE ADDENDUM	
TCOLE Guidelines	29
The Texas Law on Racial Profiling	34
Modifications to the Original Law	41
Racial and Ethnic Designations	49
The Sandra Bland Act	50
Elgin Police Department Racial Profiling Policy	51

Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Elgin 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 Elgin 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 Elgin 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 Elgin 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 Elgin Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Elgin has been included in this report.

It is important to recognize that the Chief of the Elgin 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 Elgin 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:



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 1/1/24-12/31/24 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 Elgin 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 1/1/24-12/31/24.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 8,641

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	4,985
US Highway	3,252
State Highway	335
County Road	51
Private Property	18

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	122
No	8,519

RACE OR ETHNICITY

Alaska Native/American Indian	32
Asian/Pacific Islander	170
Black	1,352
White	4,331
Hispanic/Latino	2,756

GENDER

Female Total: 2,883

Alaska Native/American Indian	5
Asian/Pacific Islander	43
Black	477
White	1,502
Hispanic/Latino	856

Male Total: 5,758

Alaska Native/American Indian	27
Asian/Pacific Islander	127
Black	875
White	2,829
Hispanic/Latino	1,900

REASON FOR STOP?

Violation of Law Total: 159

Alaska Native/American Indian	2
Asian/Pacific Islander	1
Black	22
White	58
Hispanic/Latino	76

Pre-existing Knowledge Total: 42

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	17
Hispanic/Latino	18

Moving Traffic Violation Total: 4,008

Alaska Native/American Indian	19
Asian/Pacific Islander	112
Black	623
White	1,878
Hispanic/Latino	1,376

TIER 2 DATA

Vehicle Traffic Violation Total: 4,432

Alaska Native/American Indian	11
Asian/Pacific Islander	57
Black	700
White	2,378
Hispanic/Latino	1,286

Contraband (in plain view) Total: 13

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	1
White	6
Hispanic/Latino	5

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	1	31
Asian/Pacific Islander	2	168
Black	166	1,186
White	236	4,095
Hispanic/Latino	165	2,591
TOTAL	570	8,071

Probable Cause Total: 281

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	102
White	110
Hispanic/Latino	67

Inventory Total: 130

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	33
White	53
Hispanic/Latino	44

REASON FOR SEARCH?

Consent Total: 73

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	39
Hispanic/Latino	27

Incident to Arrest Total: 73

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	23
White	28
Hispanic/Latino	22

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	0
Asian/Pacific Islander	2	0
Black	87	79
White	121	115
Hispanic/Latino	81	84
TOTAL	292	278

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	1	0
Asian/Pacific Islander	1	1
Black	14	73
White	35	86
Hispanic/Latino	15	66
TOTAL	66	226

DESCRIPTION OF CONTRABAND

Drugs Total: 220

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	74
White	94
Hispanic/Latino	49

Currency Total: 1

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

Weapons Total: 22

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	6
White	10
Hispanic/Latino	6

Alcohol Total: 67

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	31
Hispanic/Latino	28

TIER 2 DATA

Stolen Property Total: 5

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

Other Total: 27

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	10
White	10
Hispanic/Latino	6

RESULT OF THE STOP

Verbal Warning Total: 1,049

Alaska Native/American Indian	10
Asian/Pacific Islander	31
Black	177
White	355
Hispanic/Latino	476

Written Warning Total: 4,966

Alaska Native/American Indian	16
Asian/Pacific Islander	98
Black	772
White	2,780
Hispanic/Latino	1,300

Citation Total: 2,232

Alaska Native/American Indian	5
Asian/Pacific Islander	40
Black	296
White	1,035
Hispanic/Latino	856

Written Warning and Arrest Total: 268

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	75
White	118
Hispanic/Latino	73

Citation and Arrest Total: 38

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	9
White	20
Hispanic/Latino	9

Arrest Total: 88

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	23
White	23
Hispanic/Latino	42

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 134

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	23
White	57
Hispanic/Latino	52

Violation of Traffic Law Total: 123

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	41
White	53
Hispanic/Latino	29

Violation of City Ordinance Total: 1

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

Outstanding Warrant Total: 136

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	42
White	51
Hispanic/Latino	43

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

	YES	NO
Alaska Native/American Indian	0	32
Asian/Pacific Islander	0	170
Black	1	1,351
White	0	4,331
Hispanic/Latino	6	2,750
TOTAL	7	8,634

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	32	5	10	16	0%	0%	1%	0%
Asian/ Pacific Islander	170	40	31	98	2%	2%	3%	2%
Black	1,352	305	177	772	16%	13%	17%	16%
White	4,331	1,055	355	2,780	50%	46%	34%	56%
Hispanic/ Latino	2,756	865	476	1,300	32%	38%	45%	26%
TOTAL	8,641	2,270	1,049	4,966	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

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

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	1%
Asian/Pacific Islander	2%	4%
Black	16%	7%
White	50%	65%
Hispanic/Latino	32%	23%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	1	0	1
Asian/Pacific Islander	2	0	1
Black	166	7	107
White	236	39	161
Hispanic/Latino	165	27	124
TOTAL	570	73	394

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	01/31/24	City Street	Vehicle Traffic Violation
2	06/29/24	City Street	Vehicle Traffic Violation
3	09/12/24	City Street	Moving Traffic Violation
4	10/24/24	State Highway	Moving Traffic Violation
5	11/08/24	US Highway	Moving Traffic Violation
6	11/08/24	State Highway	Vehicle Traffic Violation
7	12/25/24	City Street	Moving 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	1	1	0	1	0%	0%	0%	0%
Asian/ Pacific Islander	2	2	0	1	0%	1%	0%	0%
Black	166	87	79	107	29%	30%	28%	27%
White	236	121	115	161	41%	41%	41%	41%
Hispanic/ Latino	165	81	84	124	29%	28%	30%	31%
TOTAL	570	292	278	394	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 1/1/24-12/31/24.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	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	14%
White	0	0%
Hispanic/Latino	6	86%
TOTAL	7	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	1	0	0	0	1%	0%	0%	0%
Asian/ Pacific Islander	1	0	0	0	1%	0%	0%	0%
Black	23	41	1	42	17%	33%	100%	31%
White	57	53	0	51	43%	43%	0%	38%
Hispanic/ Latino	52	29	0	43	39%	24%	0%	32%
TOTAL	134	123	1	136	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	1	1	100%	0%	0%
Asian/ Pacific Islander	2	2	100%	0%	1%
Black	166	87	52%	29%	30%
White	236	121	51%	41%	41%
Hispanic/Latino	165	81	49%	29%	28%

Analysis and Interpretation of Data

As previously noted, 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 version of the 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 main 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 referenced earlier, 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.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Elgin Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, 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 2024 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 Elgin Police Department agreed with our recommendation to rely in part, 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 Elgin Police Department in 2024 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, major 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 Elgin 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 Austin-Marble Falls CSA.

Tier 2 (2024) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

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 seven instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of “households” in the Austin-Marble Falls CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in the Austin-Marble Falls CSA that claimed in the last census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in the Austin-Marble Falls CSA that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Asians and American Indians. This was followed by Blacks. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Asians and American Indians. The lowest contraband hit rate was among Hispanics.

Summary of Findings

As previously noted, 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 Elgin 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 Elgin 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 Elgin Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 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 Elgin 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 accepted or tolerated.

Checklist

The following requirements were met by the Elgin 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 Elgin 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, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

Legislative & Administrative



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

**ELGIN
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

4/2.07.04 Bias-based Profiling

DEFINITIONS

Bias-based Profiling

The selection of an individual(s) based solely on a trait common to a group for enforcement action. This includes but is not limited to race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group.

Racial Profiling

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, CCP Art. 3.05.

Race Or Ethnicity

A person of a particular descent, including White, Black, Hispanic or Latino, Asian or Pacific Islander, or Alaska Native or American Indian descent, Texas House Bill 3051 (2017-2018).

LAW

Articles 2.131 through 2.138 and Article 3.05 of the Texas Code of Criminal Procedures defines racial profiling and provides the bulk of applicable law regarding racial profiling regulations and monitoring requirements. Other applicable law regarding racial profiling may be found in Section 96.641 of the Education Code, Sections 1701.253 and 1701.402 of the Occupations Code, and Section 543.202 of the Transportation Code.

POLICY

Bias-based profiling in motor vehicle contacts, field contacts, and asset seizure and forfeiture is prohibited. The race, ethnicity, gender, sexual orientation, religion, economic status, age or cultural group of an individual shall not be the sole factor in:

1. Determining the existence of probable cause to take into custody or arrest an individual, or
2. In constituting a reasonable and articulable suspicion that an offense has been or is being committed so as to justify the detention of an individual or the investigatory stop of a motor vehicle.

This policy is established to comply with the requirements of Texas CCP Articles 2.131 – 2.138 (effective 9/1/01). The Department will strive to maintain capabilities of video/audio recording that meet the standards for an exemption to the reporting requirements in accordance with CCP Art. 2.135.

COMPLIMENTS

If citizens want to give feedback in the form of a compliment with respect to each ticket, citation, or warning issued by an officer they may do so by calling us (512-285-5757), by mailing your compliment to 202 Depot St., Elgin, Texas 78621, or e-mailing us at chiefofpolice@pd.ci.elgin.tx.us. Complimenting an Elgin Police department employee may also be done by going to <http://www.elgintx.com/241/Police-Department>, completing and submitting the form.

Verbal commendations may also be given to any department supervisor.

COMPLAINTS

Citizens who wish to file a complaint alleging an act of bias-based profiling will utilize the current complaint process as defined in Section 4/1.02.05 of the Department Manual. Officers who are the subject of a complaint will be provided a copy of any audio and/or video records pertaining to the occurrence on which the complaint is based, if a video and/or audio record was made. Other materials related to the complaint will be provided in accordance with Department policy.

Citizens may also contact the Elgin Police Department if it is believed that the conduct of an employee was inappropriate. This can be done by phone (512-285-5757), by mailing the complaint to 202-Depot St., Elgin, Texas 78621, or e-mailing it to chiefofpolice@pd.ci.elgin.tx.us. The complaint process is slightly more involved to comply with state law regarding complaints on police personnel. The complaint form may be downloaded at <http://www.elgintx.com/241/Police-Department>.

PUBLIC EDUCATION

The Office of the Chief of Police, will establish a program to provide citizens with information regarding the process for filing complaints against officers that they suspect of engaging in profiling practices. This program should include written materials explaining the process in English and Spanish.

CORRECTIVE ACTIONS

Officers who are found to be prohibiting in practices that may indicate bias-based profiling practices will be investigated in accordance within the Department Policy Manual, 4/1.02.05.

DATA COLLECTION

The Department will capture and report all data required under CCP Art. 2.132 pertaining to all Motor vehicle tickets, citation, or warning is issued and to arrests made as a result of those stops. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual; whether the officer used physical force that resulted in bodily injury, as that term is defined in Section 1.07, Penal Code (“means physical pain, illness, or any impairment of physical condition), during the stop;

- a. The location of the stop; and
- b. The reason for the stop.

OFFICER RESPONSIBILITIES

Officers will engage in motor vehicle stops in a manner consistent with state law and Departmental policy. It ultimately is the officer’s responsibility to insure the collection and internal reporting of all required data. Communications system overload or failure does not preclude the responsibility of data collection under the law.

Motor Vehicle Stops

1. Officers will continue to conduct motor vehicle stops in accordance with Department procedures and will maximize officer safety over data-collection concerns. All information will be transmitted in a manner that minimizes radio congestion.
2. Officers will initially provide Communications with the location of the stop, license plate number, or if not available, vehicle description. (The order of this information is not mandated by this policy.)
3. If the officer conducts a vehicular or individual search, the officer will advise Communications that such a search is being made, whether the search is by consent or involuntary.
4. Officers will advise if an arrest is made as a result of the search and will make a written report in accordance with Department procedures, stating the offense charged, the probable cause for the search, (i.e. odor, plain view, furtive movements), and whether contraband was seized.

COMMUNICATIONS RESPONSIBILITIES

The Communications Unit will maintain a system of procedures to collect all data as described in *Officer Responsibilities* section above, and it will provide the necessary equipment and training to its personnel to effectively complete this process. The Communications Supervisor will coordinate with the Patrol Division Commander to establish or amend any procedures necessary to simplify data-collection methods without compromising officer safety and data-collection integrity.

The Department will ensure all Department personnel receive the TCOLE training concerning bias-based profiling mandated by Section 1701.253, Occupation Code, as well as the Department's policy regarding racial profiling in general, as well as its information collection and reporting requirements.

PATROL DIVISION RESPONSIBILITIES

The Patrol Division Commander will insure all sworn personnel comply with the provisions of this policy and state law. These responsibilities include developing and incorporating procedures for training and conducting motor vehicle stops that support the data-collection requirements of this policy, as well as procedures that support an in-car video/audio tape recording system that complies with CCP Art. 2.135. Patrol Division supervisors will be responsible for monitoring officers assigned to them to identify potential profiling practices and provide interdictory guidance, or disciplinary referral as required. Each patrol officer's immediate supervisor will randomly review the video for at least one of his/her motor vehicle stops on a monthly basis to confirm video usage and compliance with profiling law. Each patrol officer's supervisor shall 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 (SEARCH ANALYSIS), which complies with CCP Art. 2.133.

OFFICE OF THE CHIEF RESPONSIBILITIES

The Office of the Chief will be responsible for oversight of the reporting process. The office of the Chief of Police is responsible for auditing reports to ensure that the race and ethnicity of the person operating the motor vehicle is being reported. This office will conduct an annual administrative review of data collected, to include community and personnel input, in order to amend Department policies and procedures as necessary to insure compliance with bias-based profiling legislation and policy. The Department may identify other training needs based on administrative reviews of data. The office of the chief will coordinate to offer additional training related to bias-based profiling as required. This office is required to publish not later than March 1 of each year an annual report that contains information compiled during the previous year; The Office of the Chief is required to submit an annual report of the information collected to:

- i. The Texas Commission on Law Enforcement; and
- ii. The City Council in accordance with CCP Art. 2.134 (c)

4/2.07.05 Mobile Video Recording Equipment

DEFINITIONS

CCP

Texas Code of Criminal Procedures

MVR

Elements of the Mobile Video Recording Equipment. Wherever the operation of the MVR is referenced such operation includes both the audio and video capabilities of this equipment (wireless body microphone & vehicular equipment).

Racial Profiling

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, CCP Art. 3.05.

POLICY

This policy establishes procedures concerning the operation of Mobile Video Recording Equipment (MVR) within the Department, responsibilities of personnel, and the storage of the recordings. This policy is established to comply with the requirements of Texas CCP Articles 2.131 – 2.138.

Mobile video/audio equipment has proven valuable in the prosecution of motor vehicle violations and related offenses; in evaluation of officer performance; and in training. It is the policy of this Department to utilize mobile video and audio recording equipment in such a manner as to enhance the effective and efficient delivery of police services, to serve as an asset to prosecution of criminal cases, and comply with state and/or federal law. In order to ensure the most efficient and effective use of MVR equipment, officers shall follow the procedures set forth in this procedure.

OBJECTIVES

The Elgin Police Department has adopted the use of in-car video and audio recording systems in order to accomplish several objectives. These objectives include, but are not limited to:

1. The enhancement of officer safety,
2. The enhancement of officer reporting, evidence collection and court testimony through audio and video documentation of events, actions, conditions and statements made during arrests and critical incidents,

3. The enhanced ability to review probable cause for arrest, arrest procedures, officer and suspect interaction, and evidence for investigative purposes;
4. The protection from false claims of impropriety,
5. As a tool for officer evaluation and training, and
6. To support the requirements of the Department's racial profiling policy.

GENERAL REQUIREMENTS

Officer Responsibilities

MVR equipment shall automatically activate when the emergency warning devices of the vehicle are in operation and/or when the officers' body microphone is activated.

1. In general, officers shall:
 - A. Not erase or in any manner alter video recordings except as prescribed in Department procedures.
 - B. Only use video recording equipment issued and approved by the Department.
 - C. Safeguard all completed video recordings.
 - D. Use the MVR system for all vehicle stops as required by Texas CCP Articles 2.131 - 2.138 and Department policy regarding racial profiling as well as for all other contacts with citizens while on duty as a patrol officer that result in a call for service or an offense report. Use of the MVR system and BWVR are required when an officer makes a stop for all alleged violation of the law or ordinance.

Patrol Command Or Designee

1. Responsible for coordinating MVR system specification for purchase, installation and repair as required.
2. When a complaint alleging an incident of racial profiling is made against an officer, and that incident is recorded on a video recording, provide copies of the appropriate recorded sequence to an officer involved upon written request as required under Texas CCP 2.132(f).
3. Provide copies of the related video recording sequence to the Internal Affairs function on written request for investigatory purposes in accordance with department procedures.

CARE AND MAINTENANCE OF MVR SYSTEM

Officer

1. MVR equipment installed in vehicles is the responsibility of the officer assigned to the vehicle. Officers will become familiar with the MVR system operation and maintain it in accordance with the manufacturer's recommendations.
2. Prior to each shift, officers shall determine whether the MVR equipment is working satisfactorily and shall bring any problems noted at this or other times to the attention of their immediate supervisor as soon as possible.
3. MVR system defects will be reported to the Assistant Chief of Police. The request must accurately describe the MVR system fault.
4. Officers should check for the availability of a car equipped with an operational MVR system and use that car for the remainder of their shift, or until their assigned vehicle's MVR system is repaired.
5. The MVR audio and video recording equipment shall not be deactivated until enforcement actions are completed.
6. The MVR may be manually deactivated during non-enforcement activities such as when protecting accident scenes from other motor vehicles, during parade or funeral escorts, etc.
7. Officers are encouraged to inform their supervisors of any video recording sequences that may be of value for training.
8. If an officer fails to activate, or deactivates any part of the MVR equipment when required during any enforcement action, the officer shall report the reasons for their non-compliance with this policy to their supervisor.

Patrol Supervisor

1. Patrol supervisors shall ensure officers using MVR equipment adhere to established procedures, guidelines and policies. When a supervisor receives a report from an officer that the available recording system was not activated or was deactivated during a required enforcement situation, the supervisor will determine whether to require a written memorandum of the officer detailing the circumstances.
2. Patrol supervisors shall conduct monthly inspections of the MVR equipment to evaluate its operational capability, and will ensure the officer completes a service request if a system fault is identified. Supervisors will notify the patrol commander or designee as soon as practical to request MVR service.

3. At their discretion, supervisors may request MVR recordings from the officer. Nothing contained in this section shall be construed as prohibiting a supervisor from addressing with an officer apparent policy violation, procedural deficiencies with regard to arrest, investigation, interpersonal communications or other officer safety issues that are discovered during review of an MVR recording.

4/2.07.06 BODY WORN RECORDING EQUIPMENT

DEFINITIONS

BWVR Body Worn Video/Audio Recording Equipment

AXON FLEX Name of Camera System issued by the Department

RACIAL PROFILING

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, CCP Art. 3.05.

EVIDENCE.COM Digital Media storage solution employed by the Department

POLICY

This policy establishes procedures concerning the operation of Body Worn Video Recording Equipment (BWVR) within the Department, responsibilities of personnel, and the storage of the recordings. This policy is established to comply with the requirements of Texas Senate Bill No. 158

Body worn video/audio equipment has proven valuable in the prosecution of moto vehicle violations and related offenses; in evaluation of officer performance; and in training. It is the policy of this Department to utilize body worn video and audio recording equipment in such a manner as to enhance the effective and efficient delivery of police services, to serve as an asset to prosecution of criminal cases, and comply with state and/or federal law. In order to ensure the most efficient and effective use of equipment, officers shall follow the procedures set forth in this policy.

OBJECTIVES

The Elgin Police Department has adopted the use of body worn video and audio recording systems in order to accomplish several objectives. These objectives include, but are not limited to:

1. The enhancement of officer safety,

2. The enhancement of officer reporting, evidence collection and court testimony through audio and video documentation of events, actions, conditions and statements made during arrests and critical incidents,
3. The enhanced ability to review probable cause for arrest, arrest procedures, officer and Suspect interaction, and evidence for investigative purposes;
4. The protection from false claims of impropriety,
5. As a tool for officer evaluation and training, and
6. To support the requirements of the Department's racial profiling policy.

GENERAL REQUIREMENTS

Officer Responsibilities

1. In general, officers shall:

- A. Not erase or in any manner alter video recordings except as prescribed in Department procedures.
- B. Elgin Police Officers and Animal Control Officers only use video recording equipment issued and approved by the Department. Elgin Police Department Reserve officers may use their personal recording devices but all aspect of this policy apply to those devices as well.
- C. Safeguard all completed video recordings.
- D. Use the BWVR system on all vehicle stops as required by Texas CCP Articles 2.131 - 2.138; Senate Bill No. 158; and Department policy regarding racial profiling as well as for all other contacts with citizens while on duty as a patrol officer that result in a call for service or an offense report.
- E. Be properly trained in the use of the BWVR prior to wearing the equipment.
- F. Wear the BWVR on the officer's strong (weapon) side mounted to the department issued head band or other department approved apparel. The BWVR is worn so that it results in the best quality video/audio as seen from the officer's perspective. Primarily this will be at or above the strong side ear mounted to the headband or other approved apparel. Officers should strive to have an alternate mounting location available while on duty in case the primary mounting location becomes impractical or unavailable.

- G. Power on the BWVR system at the beginning of the shift and leave it on throughout the officer's shift. This allows the BWVR system to remain in the ready mode and reduces the time the system requires to buffer during the power up sequence before any recording can occur.
- H. Utilize the BWVR to record all investigative contacts (i.e. motor vehicle and consensual encounters, calls for service, on-view events, etc) during the officer's duty time.
- I. Place the BWVR in Event Mode (record mode) as soon as possible during a contact, investigation, or any incident where the officer is acting under the color of law or any other time where the officer may need to invoke his/her authority as a law enforcement officer. This includes, but is not limited to: motor vehicle stops, pursuits, vehicle searches, response to resistance or aggression situations, statements made by suspects, victims, and witnesses, when advising persons of Miranda rights, interrogations, or other legitimate law enforcement contacts.
- J. Once the BWVR is placed in Event Mode, officers continue to record throughout the entire event to its completion. Officers stop recording during an event only on the order of a supervisor.
- K. Secondary officers arriving on any scene place their BWVR in Event Mode as soon as possible on arriving to assist another officer and continue to record throughout the entire event to its completion. Secondary officers stop recording during an event only on the order of a supervisor or when relieved from that event to respond to a different event.
- L. Officers may consider requests from victims to stop recordings if the information is extremely sensitive and could place the victim in a compromised position. However, all such requests to stop a recording can only be granted with the approval of a supervisor.
- M. During a shift an officer may review recordings or portions of recordings to verify information for the accuracy of a report. This may be done utilizing a smart phone or a department computer.
- N. When a report is generated from an event that has been recorded, officers will articulate in the narrative portion of the report that a video/audio of the event exists and has been uploaded to evidence.com.
- O. Officers immediately report to a supervisor the loss or damage of any part of the BWVR equipment.

Patrol Command Or Designee

1. Responsible for coordinating BWVR system specification for purchase, installation and repair as required.
2. When a complaint alleging an incident of impropriety or racial profiling is made against an officer, and that incident is recorded on a video recording, provide copies of the appropriate recorded sequence to an officer involved upon written request as required under Texas CCP 2.132(f) or other legal requirement or departmental policy.
3. Provide copies of the related video recording sequence to the Internal Affairs function on written request for investigatory purposes in accordance with department procedures.

CARE AND MAINTENANCE OF BWVR SYSTEM

Officer

1. Officers begin their shift with a fully charged AXON FLEX camera. Officers inspect and test the equipment to ensure that it is operating properly. Officers notify a supervisor immediately of any problems with the equipment so the malfunction can be properly documented.
2. When not in use the BWVR remains stored in the charging cradle at the Elgin Police Department.
3. BWVR equipment will be plugged into the charging cradle at the end of the shift in order to download any data and charge the device.
4. Appropriately mark and identify each video event with a event/case number, title with specific offense, and any other identifying category as necessary to later retrieve video for evidentiary or departmental use.

Supervisor

1. Insure that all officers are properly trained in the use and care of the BWVR.
2. Insure that all BWVR equipment is being properly stored and maintained.
3. At least on a monthly basis, randomly review BWVR recordings to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with Departmental policy and procedures. A list of all reviewed recordings is submitted to the Chief of Police by the 10th of each month.
4. Notify Command Staff of any malfunctioning equipment and arrange for immediate repair or replacement.

Command Staff

1. Ensures that all files are securely stored in accordance with state record retention laws and no longer than useful for purposes of training or for use in an investigation or prosecution. In any capital punishment prosecutions, recordings are kept until the offender is no longer under the control of a criminal justice agency.
2. Suspend or limit the access privileges of any officer under investigation for wrong-doing or any officer involved in an officer involved shooting or other serious use of force.

PROHIBITED ACTIONS

1. The BWVR shall not be used to record personal activity.
2. Outside of a call for service or a crime in progress, BWVR equipment is not activated in places where a reasonable expectation of privacy exists, such as a dressing room or restroom. BWVR equipment is also not generally used when officers are on breaks or otherwise engaged in personal activities while on duty.
3. The BWVR shall not be intentionally activated to record conversations with other department or city employees without their knowledge during routine non-enforcement related activities without the permission of the Chief of Police.
4. All images and sounds recorded by the BWVR are the exclusive property of the Elgin Police Department. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner any BWVR recording without the written permission of the Chief of Police. Accessing, copying, or releasing files without the express written consent of the Chief of Police for non-law enforcement purposes is strictly prohibited and will result in disciplinary action up to and including dismissal.

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

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

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



Copyright: This report may not be altered or reproduced outside the agreed terms, in any manner whatsoever without the written permission of the author.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - March 4, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council held a regular meeting on March 4, 2025.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of the minutes as they are presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - March 4, 2025

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



ELGIN CITY CITY COUNCIL MINUTES
March 4, 2025
6:30 PM

CALL TO ORDER

Mayor McShan called the meeting to order at 6:30PM.

ROLL CALL

Mayor McShan called roll call. Council Member Dennis was absent. Mayor Pro Tem Brashar motioned to excuse Council Member Dennis. Council Member Love seconded the motion. All voted in favor. The motion carried.

Present:

Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member Ward 1
Arthur Gibson III, Council Member Ward 1
YaLecia Love, Council Member Ward 2
Chuck Swain, Council Member Ward 2
Matthew Callahan, Council Member Ward 3
Al Rodriguez, Council Member Ward 3
Forest L. Dennis, Council Member Ward 4
Sue Brashar, Mayor Pro Tern Ward 4

Absent:

Forest L. Dennis, Council Member Ward 4

Staff:

Isaac Turner, Interim City Manager
Peyton Standifer, City Secretary
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Stacey Osbourne, Acting Community Services Director
Beau Perry, Development Services Director/ City Engineer
Mark Schroeder, City Attorney
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Elizabeth Marzec, Recreation Program Manager
Esmeralda Rangel, Assistant City Secretary
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Bryan Heinrich, Police Officer

INVOCATION

Council Member Rodriguez provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor McShan led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States and the Pledge of Allegiance to the Texas Flag.

PUBLIC COMMENT

Tiffany St. Pierre, 18737 Golden Eagle Way, stated that she was running for City Council, and she was there to speak about the fire in Eagle's Landing. Ms. St. Pierre stated that the firefighters arrived to non-operable fire hydrants because the water was turned off.

Grace Perez, Program Coordinator for the Recreation Center, stated she was personally inviting the City Council to the free Spring Break activities the Elgin Rec Center is hosting.

Jay Howard, Texas Disposal Systems, stated that Texas Disposal Systems was interested in the City's contract for waste disposal and invited Council to see the facilities leading up to the RFP.

PRESENTATION

1. PROCLAMATION DESIGNATING APRIL AS FAIR HOUSING MONTH (GRANT WORKS/SANDERS)

Mayor McShan read the proclamation. Alison Land, Grantworks, received the proclamation from Mayor McShan.

CITY MANAGERS REPORT

1. Board of Adjustments Quarterly Report

Mr. Turner informed Council the report was attached to their packet, and staff can answer any questions they have. Council had no questions.

2. Building Standards Commission Quarterly Report

Mr. Turner informed Council the report was attached to their packet, and staff can answer any questions they have. Council had no questions.

3. Strategic Planning Session Schedule

Peyton Standifer, City Secretary, spoke to Council about coordinating a Strategic Planning Session. Council discussed the possible dates, and decided on March 29, 2025 with Council Member Swain to confirm with the City Secretary his availability.

4. Introduction of Stacey Ford Osborne, Acting Director of Community Affairs Department.

Mr. Turner introduced Stacey Osbourne who is the Acting Director for Community Services. Ms. Osbourne gave Council a brief overview of her qualifications. Council thanked her for joining us.

CONSENT AGENDA

1. Parks & Rec Advisory Board Member Appointment

This appointment was approved on the consent agenda.

2. City Council Regular Meeting Minutes - February 18, 2025

These minutes were approved on the consent agenda.

3. City Council Special Meeting Minutes - February 24, 2025

These minutes were approved on the consent agenda.

4. DISCUSS, CONSIDER, AND ADOPT A RESOLUTION TO DESIGNATE AUTHORIZED SIGNATORIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) PROGRAM FOR GLO STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)

This resolution was approved on the consent agenda.

5. A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN ADOPTING AND REAFFIRMING CIVIL RIGHTS PROCEDURES AND POLICIES PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 24-065-100-E832. (GRANT WORKS/SANDERS)

This resolution was approved on the consent agenda.

6. RESOLUTION AMENDING AN ADMINISTRATIVE SERVICES CONTRACT WITH GRANTWORKS, INC., RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832. (GRANT WORKS/PERRY)

This resolution was approved on the consent agenda.

7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PAY APPLICATION NO. 37 WITH CSA CONSTRUCTION FOR THE WASTEWATER TREATMENT PLANT EXPANSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ/PERRY)

This resolution was approved on the consent agenda.

8. RESOLUTION AMENDING RESOLUTION 2024-01-09-10 TO REFLECT THE CORRECT DATE OF SELECTION AND CONTRACT EFFECTIVE DATE FOR TRC ENGINEERS, RELATED TO CDBG MIT-MOD CONTRACT 24-065-100-E832 (GRANT WORKS/PERRY)

This resolution was approved on the consent agenda.

9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

This resolution was approved on the consent agenda.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LETTER OF ENGAGEMENT WITH DEL CARMEN CONSULTING LLC., TO PROVIDE ANALYSIS OF RACIAL PROFILING DATA AND OTHER SERVICES AS REQUIRED TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE SAID LETTER OF ENGAGEMENT. (NOBLE)

This resolution was approved on the consent agenda.

Council Member Rodriguez motioned to approve all 10 items on the consent agenda.

Council Member Gibson seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. Appointment of Two Representative on the Charter Review Committee

Mayor McShan read the item title. Council Member Love motioned to approve the

appointment. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

2. Charge to Charter Review Committee (Schroeder)

Mark Schroeder, City Attorney, explained that the resolution charged the Charter Review Committee with a full review, both legal and policy review, of the Charter. The exhibit attached to the resolution contains the Council's requests to the committee to review certain items as well as the recommendations from the attorney. The committee will bring a full report back to council of their official recommendations for voters to consider. Council Member Casnovsky requested a timeline to be added to the resolution. Mr. Schroeder explained that the resolution could be approved with that addition. Council Member Casnovsky motioned to approve the resolution with the addition of a deadline that would allow for the Charter amendments to be placed on the November 2025 ballot. Council Member Love seconded the motion. All voted in favor. The motion carried.

3. AUTHORIZING THE ACQUISITION OF CERTAIN PROPERTY INTERESTS BY AGREEMENT OR EMINENT DOMAIN (PERRY)

Mayor McShan read the title of the item. Beau Perry, Planning and Development Director and City Engineer, explained that this was a resolution to authorize the City to utilize eminent domain for the extension of City sewer infrastructure. Mr. Perry answered questions from Council. Two offers have been made to the owners of the tracts of land based on the original appraisal and the City's appraisal. This is for a temporary easement and a permanent easement as an extension of the Elm Creek sewer project to allow for service to that area. The City will not own the property, but this will allow the City to use the space for this specific purpose. Mayor Pro Tem Brashar motioned that the City Council of the City of Elgin, Texas, authorize the use of the power of eminent domain to acquire the properties, as particularly described in the resolution under consideration, for the construction and operation of the Project described therein, specifically wastewater facilities, under and across those properties in Bastrop County, Texas. Mayor Pro Tem Brashar's motion included approval of the proposed resolution and intended that the record vote on this matter apply to all units of property to be condemned. Council Member Swain seconded the motion. Council Members Gibson, Casnovsky, Swain, Callahan, Rodriguez, Mayor Pro Tem Brashar and Mayor McShan voted in favor. Council Member Love voted not in favor because of her feelings about eminent domain. The motion carried.

ANNOUNCEMENTS

1. Elgin Parks and Recreation Spring Break 2025

Elizabeth Marzec, Recreation Program Manager, provided the announcements to Council about the Parks and Recreation department's Spring Break activities. Council Member Rodriguez invited everyone to attend the Wildcat Showcase on March 13, 2025.

EXECUTIVE SESSION

The City Council adjourned the meeting into Executive Session at 7:00 P.M.

1. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

RECONVENE

Mayor McShan reconvened the meeting into open session at 7:42 P.M. Mayor McShan read the item title for Executive Session. No action was taken. Mayor McShan thanked Mr. Turner for his work. Mr. Turner thanked staff for their work in releasing the agenda a day ahead of schedule.

Mayor McShan announced that the City of Elgin would be hosting the Region 10 TML Quarterly Meeting on March 27, 2025.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:42 P.M.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE DEPOT STREET FOR THE COMMUNITY POTLUCK ON FRIDAY, MARCH 21, 2025 FROM 5PM-9PM.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve the street closure for the Community Potluck.

BACKGROUND:

The Community Potluck is a free community event hosted by the Parks & Recreation Department on Friday, March 21, 2025, from 6pm-8pm. This event will celebrate the end of Spring Break by bringing together members of the community to enjoy music, lawn games, food, and more. This event will take place in Veterans Memorial Park and on Depot Street in front of the Police Department.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of street closure.

ATTACHMENTS:

1. Community Potluck 2025

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- {X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



FREE SPRING BREAK EVENT

A TASTE OF ELGIN COMMUNITY POTLUCK

Friday, March 21st | 6PM - 8PM | All Ages
Veterans Memorial Park | BYO-dish to share!



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 1 FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve the pay request

BACKGROUND:

This is a routine payment application for the 2024 street resurfacing project. Staff recommends payment.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget {} N/A

RECOMMENDATION:

Approve the resolution as it is presented

ATTACHMENTS:

1. ResstreetPayapp No 1
2. 20250311134145467

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. 2025-03-18-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE INTERIM CITY
MANAGER TO EXECUTE PAY REQUEST No. 1 FOR
THE FY2023-2024 ANNUAL STREET RESURFACING
PROGRAM; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the City of Elgin has primary responsibility for maintaining safe and effective transportation systems throughout the City, which includes the maintenance and upgrade of all city-owned streets and;

WHEREAS, City staff and the City Engineer have submitted a recommendation to award a contract to Larry Young Paving, of College Station, Texas for improvements to city streets prioritized on need, current conditions, and anticipated future use and/or traffic; and,

WHEREAS, the City staff is now recommending the first pay request of several for approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Mayor or Interim City Manager is hereby authorized to execute Pay Request No. 1 with Larry Young Paving, Inc of College Station, Texas to resurface streets in accordance with the *2024 Street Improvements* plan from WGA, a recommendation letter of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the Interim City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18th day of March, 2025

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

MONTHLY ESTIMATE NO.1	
P.O. NO.:	
JOB NO.:	ORIGINAL CONTRACT: \$398,886.40
JOB Description:	CURRENT CONTRACT: \$464,911.40
CONTRACTOR: Larry Young Paving, Inc.	
COVERING PERIOD: February 15th -February 28th	

COVERING PERIOD: February 15th -February 28th

CURRENT CONTRACT: \$464,911.40

Page 105 of 234

MONTHLY ESTIMATE NO.1

P.O. NO.:

ORIGINAL CONTRACT: \$398,886.40

JOB NO.:

CURRENT CONTRACT: \$464,911.40

JOB DESCRIPTION: Huntsville Streets 2023

CONTRACTOR: Larry Young Paving, Inc.

COVERING PERIOD: July 1st-July 31st

CHANGE ORDER NO.	DATE APPROVED	TOTAL AMOUNT	AMOUNT COMPLETED
CO#1	3/4/2025	\$50,775.00	

RETAINAGE % FOR PROJECT:	10%
RELEASE RETAINAGE (YES/NO):	NO

	PREVIOUS TOTAL	THIS PERIOD	TOTAL TO DATE
Amount of Work Completed (240):	-\$93,250.00	\$93,250.00	\$0.00
Material On Hand (240):	\$0.00	\$0.00	\$0.00
Purchase Order Amount (240):	-\$93,250.00	\$93,250.00	\$0.00
tax %8.25			
Amount Retained (240):	-\$9,325.00		
Released Retainage (240):		\$0.00	\$0.00
Payments (240): (PO - Retainage + Released Retainage)	-\$83,925.00	\$93,250.00	\$0.00

AMOUNT DUE THIS PAYMENT:	\$83,925.00
--------------------------	-------------

NOTE:

Engineer : Beau Perry

Verified By:

Larry Young Paving: Matthew Young

Prepared By:



City Purchasing

Verified By:

Date:

March 11, 2025



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PAY REQUEST No. 19 WITH BAIRD/WILLIAMS CONSTRUCTION FOR THE ELGIN POLICE DEPARTMENT PROJECT BID PACKAGE #2, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Authorize the Interim City Manager To execute pay request no. 19 with Baird/Williams construction for the Elgin Police Department Project Bid Package #2.

BACKGROUND:

This is a routine payment of the original contract price listed in the agreement. The City of Elgin will be holding a retainage amount on this project also listed in the agreement.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {x} included {} not included in the current-year budget {} N/A

RECOMMENDATION:

Approval of the resolution as it is presented.

ATTACHMENTS:

1. RESOLUTION Pay app 19 Elgin PD
2. CoElgin - Police Station - BP2 - Pay Application #19_FGMA Signed

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. 2025-03-18-XX

**A RESOLUTION OF THE CITY OF ELGIN,
TEXAS, AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE PAY REQUEST No. 19 FOR THE ELGIN
POLICE DEPARTMENT PROJECT, AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin is finalizing close out items on the Elgin Police Department Project at 204 Depot Street and;

WHEREAS, City staff recommend approval of this payment application and a routine matter of business.

WHEREAS, The Interim City Manager is authorized to execute such payments as described in the original agreement with Baird Williams Construction;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute Pay Request #19 in the amount of the proposal attached and identified as Exhibit A. "Pay Application #19 Bid Package 2"

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18th day of March 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

FGMARCHITECTS

March 4, 2025

City of Elgin
City Manager
310 North Main Street
P.O. Box 591
Elgin, Texas 78621

**Subject: Payment Application #19 – Bid Package #2
City of Elgin - New Police Station**

Dear City Manager,

Our office has reviewed the above-referenced payment application, submitted by Baird/Williams Construction. To the best of our knowledge, the Work has progressed as indicated and we recommend payment for the invoiced amount of \$267,507.40

Please feel free to contact me if you need any further information.

Sincerely,



Jaime Palomo, AIA | Vice President, Managing Director
jaimepalomo@fgmarchitects.com

cc: Bob Galloway, AIA – FGM Architects
Beau Perry, PE – City of Elgin
Derek Marshall – Baird/Williams Construction

Enclosure(s): Payment Application #19 – Bid Package #2

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 10

TO OWNER: The City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

PROJECT: New Police Station - BP2
(Bid Package 2)

APPLICATION NO: Nineteen (19)
APPLICATION DATE: January 30, 2025

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

FROM CONTRACTOR: Baird/Williams Construction, Ltd
P.O. Box 917
Temple, Texas 76503

ARCHITECT: FGM Architects, Inc.
3711 South Mopac, BLDG 2, Suite 150
Austin, Texas 78746

PERIOD FROM: January 1, 2025
PERIOD TO: January 31, 2025

PROJECT NO: 602

CONTRACT FOR: General Construction

CONTRACT DATE: March 31, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

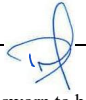
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$4,349,760.00
2. Net change by Change Orders	\$	\$550,121.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$4,899,881.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$4,846,781.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	0.00
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$4,846,781.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$4,579,273.60
8. CURRENT PAYMENT DUE	\$	\$267,507.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$53,100.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$544,286.00	\$0.00
Total approved this Month	\$5,835.00	\$0.00
TOTALS	\$550,121.00	\$0.00
NET CHANGES by Change Order	\$550,121.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BAIRD/WILLIAMS CONSTRUCTION, LTD

By: 

Date: January 30, 2025

State of Texas

County of Bell

Subscribed and sworn to before me this 30th day of January, 2025.

Notary Public:



Architect's & Owner Representative's CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect and/or Owner Representative certifies to the Owner that to the best of the Architect's and/or Owner Representative's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED REVIEWED. \$ \$267,507.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: FGM ARCHITECTS, INC.

By:/Date:

03/04/2025

OWNER: THE CITY OF ELGIN, TEXAS

By:/Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
100	Fences & Gates								
101	Fences & Gates - Material / Labor	\$45,419.00	\$45,419.00	\$0.00		\$45,419.00	100%	\$0.00	\$0.00
102	Gate Operators	\$19,690.00	\$19,690.00	\$0.00		\$19,690.00	100%	\$0.00	\$0.00
200	Revegetation	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
300	Site Furnishings	\$3,900.00	\$3,900.00	\$0.00		\$3,900.00	100%	\$0.00	\$0.00
400	Interior Concrete	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$0.00
500	Concrete Finishing								
501	Polished Concrete	\$9,338.00	\$9,338.00	\$0.00		\$9,338.00	100%	\$0.00	\$0.00
502	Sealed Concrete	\$1,157.00	\$1,157.00	\$0.00		\$1,157.00	100%	\$0.00	\$0.00
503	RAM Board Floor Covering	\$2,463.00	\$2,463.00	\$0.00		\$2,463.00	100%	\$0.00	\$0.00
600	Masonry								
601	Administration	\$20,830.00	\$20,830.00	\$0.00		\$20,830.00	100%	\$0.00	\$0.00
602	Masonry - Material	\$48,397.00	\$48,397.00	\$0.00		\$48,397.00	100%	\$0.00	\$0.00
603	Masonry - Labor	\$85,762.00	\$85,762.00	\$0.00		\$85,762.00	100%	\$0.00	\$0.00
700	Metal Fabrications	\$10,350.00	\$10,350.00	\$0.00		\$10,350.00	100%	\$0.00	\$0.00
800	Metal Stairs & Railings								
801	Staircase A	\$20,652.00	\$20,652.00	\$0.00		\$20,652.00	100%	\$0.00	\$0.00
802	Staircase B	\$17,348.00	\$17,348.00	\$0.00		\$17,348.00	100%	\$0.00	\$0.00
900	Rough Carpentry	\$49,265.00	\$49,265.00	\$0.00		\$49,265.00	100%	\$0.00	\$0.00
1000	Architectural Cabinets								
1001	Public Restroom	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$0.00
1002	Interview Room	\$2,320.00	\$2,320.00	\$0.00		\$2,320.00	100%	\$0.00	\$0.00
1003	Reporting 114	\$11,388.00	\$11,388.00	\$0.00		\$11,388.00	100%	\$0.00	\$0.00
1004	Animal Control	\$4,015.00	\$4,015.00	\$0.00		\$4,015.00	100%	\$0.00	\$0.00
1005	Patrol Equipment 117	\$23,600.00	\$23,600.00	\$0.00		\$23,600.00	100%	\$0.00	\$0.00
1006	Wellness Room 118	\$3,133.00	\$3,133.00	\$0.00		\$3,133.00	100%	\$0.00	\$0.00
1007	Reception 120	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$0.00
1008	Kitchenette 124	\$4,270.00	\$4,270.00	\$0.00		\$4,270.00	100%	\$0.00	\$0.00
1009	Mens Restroom 126	\$1,585.00	\$1,585.00	\$0.00		\$1,585.00	100%	\$0.00	\$0.00
1010	Womens Restroom 127	\$2,155.00	\$2,155.00	\$0.00		\$2,155.00	100%	\$0.00	\$0.00
1011	Hall 131	\$1,500.00	\$1,500.00	\$0.00		\$1,500.00	100%	\$0.00	\$0.00
1012	Processing 132	\$443.00	\$443.00	\$0.00		\$443.00	100%	\$0.00	\$0.00
1013	Bag & Tag 140	\$7,735.00	\$7,735.00	\$0.00		\$7,735.00	100%	\$0.00	\$0.00
1014	Evidence 141	\$3,850.00	\$3,850.00	\$0.00		\$3,850.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	%(F + B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1015	Evidence Tech 141	\$3,900.00	\$3,900.00	\$0.00		\$3,900.00	100%	\$0.00	\$0.00
1016	Administration Suite 147	\$6,850.00	\$6,850.00	\$0.00		\$6,850.00	100%	\$0.00	\$0.00
1017	Training Room 203	\$4,668.00	\$4,668.00	\$0.00		\$4,668.00	100%	\$0.00	\$0.00
1018	Unisex Restroom 204	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$0.00
1019	Unisex Restroom 205	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$0.00
1020	Unisex Restroom 206	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100%	\$0.00	\$0.00
1021	Cabinet Locks	\$480.00	\$480.00	\$0.00		\$480.00	100%	\$0.00	\$0.00
1022	Window Sills	\$6,050.00	\$6,050.00	\$0.00		\$6,050.00	100%	\$0.00	\$0.00
1023	Installation	\$21,880.00	\$21,880.00	\$0.00		\$21,880.00	100%	\$0.00	\$0.00
1100	Plastic Paneling	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$0.00
1200	Thermal & Moisture Protection								
1201	Administration	\$10,906.00	\$10,906.00	\$0.00		\$10,906.00	100%	\$0.00	\$0.00
1202	Air Barrier - Material	\$21,559.00	\$21,559.00	\$0.00		\$21,559.00	100%	\$0.00	\$0.00
1203	Air Barrier - Labor	\$17,950.00	\$17,950.00	\$0.00		\$17,950.00	100%	\$0.00	\$0.00
1204	Flashing - Material	\$11,980.00	\$11,980.00	\$0.00		\$11,980.00	100%	\$0.00	\$0.00
1205	Flashing - Labor	\$2,613.00	\$2,613.00	\$0.00		\$2,613.00	100%	\$0.00	\$0.00
1206	Rigid Insulation - Material	\$20,362.00	\$20,362.00	\$0.00		\$20,362.00	100%	\$0.00	\$0.00
1207	Rigid Insulation - Labor	\$14,140.00	\$14,140.00	\$0.00		\$14,140.00	100%	\$0.00	\$0.00
1208	Joint Sealants - Material	\$4,005.00	\$4,005.00	\$0.00		\$4,005.00	100%	\$0.00	\$0.00
1209	Joint Sealants - Labor	\$6,479.00	\$6,479.00	\$0.00		\$6,479.00	100%	\$0.00	\$0.00
1210	Elevator Pit Waterproofing - Material	\$4,757.00	\$4,757.00	\$0.00		\$4,757.00	100%	\$0.00	\$0.00
1211	Elevator Pit Waterproofing - Labor	\$3,326.00	\$3,326.00	\$0.00		\$3,326.00	100%	\$0.00	\$0.00
1300	EIFS								
1301	Scaffolding - Setup	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100%	\$0.00	\$0.00
1302	Gold Coat	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	100%	\$0.00	\$0.00
1303	Foam	\$14,500.00	\$14,500.00	\$0.00		\$14,500.00	100%	\$0.00	\$0.00
1304	Mesh & Basecoat	\$12,000.00	\$12,000.00	\$0.00		\$12,000.00	100%	\$0.00	\$0.00
1305	Finish Coat	\$18,000.00	\$18,000.00	\$0.00		\$18,000.00	100%	\$0.00	\$0.00
1306	Scaffolding - Take Down	\$6,800.00	\$6,800.00	\$0.00		\$6,800.00	100%	\$0.00	\$0.00
1307	EIFS Cleaning	\$1,380.00	\$1,380.00	\$0.00		\$1,380.00	100%	\$0.00	\$0.00
1400	Roofing & Metal Panels								
1401	TPO Roof - Labor	\$60,569.00	\$60,569.00	\$0.00		\$60,569.00	100%	\$0.00	\$0.00
1402	TPO Roof - Material	\$116,894.00	\$116,894.00	\$0.00		\$116,894.00	100%	\$0.00	\$0.00
1403	Sheet Metal Trim - Labor	\$12,833.00	\$12,833.00	\$0.00		\$12,833.00	100%	\$0.00	\$0.00
1404	Sheet Metal Trim - Material	\$19,894.00	\$19,894.00	\$0.00		\$19,894.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
1405	Standing Seam - Labor	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$0.00
1406	Standing Seam - Material	\$750.00	\$750.00	\$0.00		\$750.00	100%	\$0.00	\$0.00
1500	Doors, Frames, & Hardware								
1501	HM Doors & Frames - Material	\$22,666.00	\$22,666.00	\$0.00		\$22,666.00	100%	\$0.00	\$0.00
1502	Wood Doors - Material	\$15,233.00	\$15,233.00	\$0.00		\$15,233.00	100%	\$0.00	\$0.00
1503	Door Hardware - Material	\$80,948.00	\$80,948.00	\$0.00		\$80,948.00	100%	\$0.00	\$0.00
1504	Installation	\$9,040.00	\$9,040.00	\$0.00		\$9,040.00	100%	\$0.00	\$0.00
1600	Access Doors & Frames	\$4,750.00	\$4,750.00	\$0.00		\$4,750.00	100%	\$0.00	\$0.00
1700	Aluminum-Framed Openings								
1701	Aluminum Frames - Material	\$45,200.00	\$45,200.00	\$0.00		\$45,200.00	100%	\$0.00	\$0.00
1702	Aluminum Frames - Labor	\$22,930.00	\$22,930.00	\$0.00		\$22,930.00	100%	\$0.00	\$0.00
1703	Glass - Material	\$25,570.00	\$25,570.00	\$0.00		\$25,570.00	100%	\$0.00	\$0.00
1704	Glass - Labor	\$13,760.00	\$13,760.00	\$0.00		\$13,760.00	100%	\$0.00	\$0.00
1705	BR Frames & Glass - Material	\$30,930.00	\$30,930.00	\$0.00		\$30,930.00	100%	\$0.00	\$0.00
1706	BR Frames & Glass - Labor	\$9,060.00	\$9,060.00	\$0.00		\$9,060.00	100%	\$0.00	\$0.00
1800	Gyp. Board Assemblies & Ceilings								
1801	Cold-Formed Metal Framing	\$52,000.00	\$52,000.00	\$0.00		\$52,000.00	100%	\$0.00	\$0.00
1802	Gypsum Board Assemblies	\$253,331.00	\$253,331.00	\$0.00		\$253,331.00	100%	\$0.00	\$0.00
1803	Bulletproof Panels	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$0.00
1804	Gypsum Sheathing	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$0.00
1805	FRP	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$0.00
1806	Acoustical Ceilings	\$51,000.00	\$51,000.00	\$0.00		\$51,000.00	100%	\$0.00	\$0.00
1807	Acoustical Wall Panels	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
1900	Ceramic Tiling								
1901	Tiling - Material	\$18,150.00	\$18,150.00	\$0.00		\$18,150.00	100%	\$0.00	\$0.00
1902	Tiling - Labor	\$13,245.00	\$13,245.00	\$0.00		\$13,245.00	100%	\$0.00	\$0.00
2000	Flooring & Accessories								
2001	Carpeting	\$26,885.00	\$26,885.00	\$0.00		\$26,885.00	100%	\$0.00	\$0.00
2002	Vinyl Tile	\$3,430.00	\$3,430.00	\$0.00		\$3,430.00	100%	\$0.00	\$0.00
2003	Rubber Tile	\$3,775.00	\$3,775.00	\$0.00		\$3,775.00	100%	\$0.00	\$0.00
2004	Stair Nosings	\$1,000.00	\$1,000.00	\$0.00		\$1,000.00	100%	\$0.00	\$0.00
2005	Rubber Base	\$4,490.00	\$4,490.00	\$0.00		\$4,490.00	100%	\$0.00	\$0.00
2006	Transitions	\$1,300.00	\$1,300.00	\$0.00		\$1,300.00	100%	\$0.00	\$0.00
2007	Adhesives	\$1,470.00	\$1,470.00	\$0.00		\$1,470.00	100%	\$0.00	\$0.00
2100	Floor Preparation	\$5,500.00	\$5,500.00	\$0.00		\$5,500.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 5 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
2200	Epoxy Resinous Flooring								
2201	Epoxy Floor Coating	\$12,975.00	\$12,975.00	\$0.00		\$12,975.00	100%	\$0.00	\$0.00
2202	Epoxy Cove Base	\$7,865.00	\$7,865.00	\$0.00		\$7,865.00	100%	\$0.00	\$0.00
2300	Wall Coverings	\$25,000.00	\$25,000.00	\$0.00		\$25,000.00	100%	\$0.00	\$0.00
2400	Painting								
2401	Dryfall Exposed Structure - Labor	\$500.00	\$500.00	\$0.00		\$500.00	100%	\$0.00	\$0.00
2402	Dryfall Exposed Structure - Material	\$200.00	\$200.00	\$0.00		\$200.00	100%	\$0.00	\$0.00
2403	Tape, Float, & Texture - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$0.00
2404	Tape, Float, & Texture - Material	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100%	\$0.00	\$0.00
2405	Prime & Paint Gypsum - Labor	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$0.00
2406	Prime & Paint Gypsum - Material	\$9,000.00	\$9,000.00	\$0.00		\$9,000.00	100%	\$0.00	\$0.00
2407	CMU Block Fill & Paint - Labor	\$8,100.00	\$8,100.00	\$0.00		\$8,100.00	100%	\$0.00	\$0.00
2408	CMU Block Fill & Paint - Material	\$4,300.00	\$4,300.00	\$0.00		\$4,300.00	100%	\$0.00	\$0.00
2409	Paint Interior Metals - Labor	\$9,700.00	\$9,700.00	\$0.00		\$9,700.00	100%	\$0.00	\$0.00
2410	Paint Interior Metals - Material	\$2,400.00	\$2,400.00	\$0.00		\$2,400.00	100%	\$0.00	\$0.00
2411	Paint Exterior Metals - Labor	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100%	\$0.00	\$0.00
2412	Paint Exterior Metals - Material	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$0.00
2413	Wood Doors Finishing - Labor	\$10,500.00	\$10,500.00	\$0.00		\$10,500.00	100%	\$0.00	\$0.00
2414	Wood Doors Finishing - Material	\$2,700.00	\$2,700.00	\$0.00		\$2,700.00	100%	\$0.00	\$0.00
2500	Specialties								
2501	Toilet Partitions - Material	\$8,519.00	\$8,519.00	\$0.00		\$8,519.00	100%	\$0.00	\$0.00
2502	Toilet Partitions - Labor	\$3,129.00	\$3,129.00	\$0.00		\$3,129.00	100%	\$0.00	\$0.00
2503	Wall & Door Protection - Materials	\$2,111.00	\$2,111.00	\$0.00		\$2,111.00	100%	\$0.00	\$0.00
2504	Wall & Door Protection - Labor	\$1,373.00	\$1,373.00	\$0.00		\$1,373.00	100%	\$0.00	\$0.00
2505	Toilet Accessories - Material	\$13,950.00	\$13,950.00	\$0.00		\$13,950.00	100%	\$0.00	\$0.00
2506	Toilet Accessories - Labor	\$3,933.00	\$3,933.00	\$0.00		\$3,933.00	100%	\$0.00	\$0.00
2507	Fire Protection Specialties - Material	\$3,436.00	\$3,436.00	\$0.00		\$3,436.00	100%	\$0.00	\$0.00
2508	Fire Protection Specialties - Labor	\$1,254.00	\$1,254.00	\$0.00		\$1,254.00	100%	\$0.00	\$0.00
2600	Building Signage	\$19,625.00	\$19,625.00	\$0.00		\$19,625.00	100%	\$0.00	\$0.00
2700	Metal Lockers	\$26,604.00	\$26,604.00	\$0.00		\$26,604.00	100%	\$0.00	\$0.00
2800	Equipment	\$79,507.00	\$79,507.00	\$0.00		\$79,507.00	100%	\$0.00	\$0.00
2900	Window Treatments	\$7,125.00	\$7,125.00	\$0.00		\$7,125.00	100%	\$0.00	\$0.00
3000	Countertops								
3001	Stainless Steel Countertops	\$29,754.00	\$29,754.00	\$0.00		\$29,754.00	100%	\$0.00	\$0.00
3002	Quartz Countertops	\$13,496.00	\$13,496.00	\$0.00		\$13,496.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 6 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	% (F + B)	BALANCE TO FINISH	RETAINAGE 5.00%
		Totals	PREVIOUS APPLICATION	THIS PERIOD					
3100	Elevator								
3101	Deposit - 50%	\$47,117.00	\$47,117.00	\$0.00		\$47,117.00	100%	\$0.00	\$0.00
3102	Brackets & Rails	\$5,369.00	\$5,369.00	\$0.00		\$5,369.00	100%	\$0.00	\$0.00
3103	Machine	\$6,693.00	\$6,693.00	\$0.00		\$6,693.00	100%	\$0.00	\$0.00
3104	Car, CET, & Buffers	\$3,346.00	\$3,346.00	\$0.00		\$3,346.00	100%	\$0.00	\$0.00
3105	Motor Generator & Starter	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$0.00
3106	Controller & Selector	\$4,707.00	\$4,707.00	\$0.00		\$4,707.00	100%	\$0.00	\$0.00
3107	Control Accessories	\$2,023.00	\$2,023.00	\$0.00		\$2,023.00	100%	\$0.00	\$0.00
3108	Door, Frame, & Sills	\$2,685.00	\$2,685.00	\$0.00		\$2,685.00	100%	\$0.00	\$0.00
3109	Cab & Cab Doors	\$1,324.00	\$1,324.00	\$0.00		\$1,324.00	100%	\$0.00	\$0.00
3110	Door Opener	\$1,323.00	\$1,323.00	\$0.00		\$1,323.00	100%	\$0.00	\$0.00
3111	Installation	\$16,962.00	\$16,962.00	\$0.00		\$16,962.00	100%	\$0.00	\$0.00
3200	Fire Suppression System								
3201	Engineering / Submittals	\$7,238.00	\$7,238.00	\$0.00		\$7,238.00	100%	\$0.00	\$0.00
3202	Sprinkler System - Material	\$44,358.00	\$44,358.00	\$0.00		\$44,358.00	100%	\$0.00	\$0.00
3203	Sprinkler System - Labor	\$16,237.00	\$16,237.00	\$0.00		\$16,237.00	100%	\$0.00	\$0.00
3300	Plumbing								
3301	Rough-In - Labor	\$48,019.00	\$48,019.00	\$0.00		\$48,019.00	100%	\$0.00	\$0.00
3302	Rough-In - Material	\$32,358.00	\$32,358.00	\$0.00		\$32,358.00	100%	\$0.00	\$0.00
3303	Condensate - Labor	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
3304	Condensate - Material	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$0.00
3305	Gas Piping - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$0.00
3306	Gas Piping - Labor	\$6,703.00	\$6,703.00	\$0.00		\$6,703.00	100%	\$0.00	\$0.00
3307	Insulation	\$27,500.00	\$27,500.00	\$0.00		\$27,500.00	100%	\$0.00	\$0.00
3308	Top Out - Labor	\$36,433.00	\$36,433.00	\$0.00		\$36,433.00	100%	\$0.00	\$0.00
3309	Top Out - Material	\$54,144.00	\$54,144.00	\$0.00		\$54,144.00	100%	\$0.00	\$0.00
3310	Set Out - Labor	\$23,169.00	\$23,169.00	\$0.00		\$23,169.00	100%	\$0.00	\$0.00
3311	Set Out - Material	\$53,944.00	\$53,944.00	\$0.00		\$53,944.00	100%	\$0.00	\$0.00
3400	HVAC								
3401	Mobilization	\$5,210.00	\$5,210.00	\$0.00		\$5,210.00	100%	\$0.00	\$0.00
3402	Administration	\$14,581.00	\$14,581.00	\$0.00		\$14,581.00	100%	\$0.00	\$0.00
3403	RTUs - Equipment	\$100,437.00	\$100,437.00	\$0.00		\$100,437.00	100%	\$0.00	\$0.00
3404	RTUs - Material	\$306.00	\$306.00	\$0.00		\$306.00	100%	\$0.00	\$0.00
3405	RTUs - Labor	\$3,549.00	\$3,549.00	\$0.00		\$3,549.00	100%	\$0.00	\$0.00
3406	MAUs - Equipment	\$87,949.00	\$87,949.00	\$0.00		\$87,949.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 7 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3407	MAUs - Material	\$44.00	\$44.00	\$0.00		\$44.00	100%	\$0.00	\$0.00
3408	MAUs - Labor	\$797.00	\$797.00	\$0.00		\$797.00	100%	\$0.00	\$0.00
3409	Unit Heaters - Equipment	\$522.00	\$522.00	\$0.00		\$522.00	100%	\$0.00	\$0.00
3410	Unit Heaters - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$0.00
3411	Unit Heaters - Labor	\$181.00	\$181.00	\$0.00		\$181.00	100%	\$0.00	\$0.00
3412	Dehumidifier - Equipment	\$515.00	\$515.00	\$0.00		\$515.00	100%	\$0.00	\$0.00
3413	Dehumidifier - Labor	\$145.00	\$145.00	\$0.00		\$145.00	100%	\$0.00	\$0.00
3414	Air Devices - Equipment	\$10,282.00	\$10,282.00	\$0.00		\$10,282.00	100%	\$0.00	\$0.00
3415	Sheetmetal - Material	\$48,353.00	\$48,353.00	\$0.00		\$48,353.00	100%	\$0.00	\$0.00
3416	Ductwork Install - Material	\$2,635.00	\$2,635.00	\$0.00		\$2,635.00	100%	\$0.00	\$0.00
3417	Ductwork Install - Labor	\$25,866.00	\$25,866.00	\$0.00		\$25,866.00	100%	\$0.00	\$0.00
3418	Ductless Splits - Equipment	\$15,388.00	\$15,388.00	\$0.00		\$15,388.00	100%	\$0.00	\$0.00
3419	Ductless Splits - Material	\$52.00	\$52.00	\$0.00		\$52.00	100%	\$0.00	\$0.00
3420	Ductless Splits - Labor	\$254.00	\$254.00	\$0.00		\$254.00	100%	\$0.00	\$0.00
3421	Trim-Out - Material	\$1,095.00	\$1,095.00	\$0.00		\$1,095.00	100%	\$0.00	\$0.00
3422	Trim-Out - Labor	\$6,739.00	\$6,739.00	\$0.00		\$6,739.00	100%	\$0.00	\$0.00
3423	Piping - Material	\$7,015.00	\$7,015.00	\$0.00		\$7,015.00	100%	\$0.00	\$0.00
3424	Piping - Labor	\$5,958.00	\$5,958.00	\$0.00		\$5,958.00	100%	\$0.00	\$0.00
3425	Start-Up - Material	\$1,995.00	\$1,995.00	\$0.00		\$1,995.00	100%	\$0.00	\$0.00
3426	Start-Up - Labor	\$3,364.00	\$3,364.00	\$0.00		\$3,364.00	100%	\$0.00	\$0.00
3427	Testing & Balancing	\$3,927.00	\$3,927.00	\$0.00		\$3,927.00	100%	\$0.00	\$0.00
3428	HVAC Insulation	\$10,301.00	\$10,301.00	\$0.00		\$10,301.00	100%	\$0.00	\$0.00
3429	DDC Controls	\$58,590.00	\$58,590.00	\$0.00		\$58,590.00	100%	\$0.00	\$0.00
3500	Electrical								
3501	Mobilization	\$23,700.00	\$23,700.00	\$0.00		\$23,700.00	100%	\$0.00	\$0.00
3502	Light Fixtures - Equipment	\$101,500.00	\$101,500.00	\$0.00		\$101,500.00	100%	\$0.00	\$0.00
3503	Light Fixtures - Labor	\$28,500.00	\$28,500.00	\$0.00		\$28,500.00	100%	\$0.00	\$0.00
3504	Light Fixtures - Material	\$14,500.00	\$14,500.00	\$0.00		\$14,500.00	100%	\$0.00	\$0.00
3505	Gear	\$103,500.00	\$103,500.00	\$0.00		\$103,500.00	100%	\$0.00	\$0.00
3506	Dist. Equipment - Labor	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	\$0.00
3507	Dist. Equipment - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
3508	Devices - Equipment	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
3509	Devices - Labor	\$40,000.00	\$40,000.00	\$0.00		\$40,000.00	100%	\$0.00	\$0.00
3510	Devices - Material	\$32,000.00	\$32,000.00	\$0.00		\$32,000.00	100%	\$0.00	\$0.00
3511	Transfer Switch	\$13,500.00	\$13,500.00	\$0.00		\$13,500.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 8 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3512	Generator - Equipment	\$159,000.00	\$159,000.00	\$0.00		\$159,000.00	100%	\$0.00	\$0.00
3513	Generator - Material	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$0.00
3514	Generator - Labor	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100%	\$0.00	\$0.00
3515	Branch Circuits - Labor	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$0.00
3516	Branch Circuits - Material	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$0.00
3517	HVAC Connections - Labor	\$7,000.00	\$7,000.00	\$0.00		\$7,000.00	100%	\$0.00	\$0.00
3518	HVAC Connections - Material	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$0.00
3519	Feeders - Labor	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100%	\$0.00	\$0.00
3520	Feeders - Material	\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	100%	\$0.00	\$0.00
3521	Site - Labor	\$20,000.00	\$20,000.00	\$0.00		\$20,000.00	100%	\$0.00	\$0.00
3522	Site - Material	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100%	\$0.00	\$0.00
3523	Site Lighting - Labor	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100%	\$0.00	\$0.00
3524	Site Lighting - Material	\$2,500.00	\$2,500.00	\$0.00		\$2,500.00	100%	\$0.00	\$0.00
3600	Fire Alarm System								
3601	Submittals / Engineering	\$4,426.00	\$4,426.00	\$0.00		\$4,426.00	100%	\$0.00	\$0.00
3602	Fire Alarm - Labor	\$10,212.00	\$10,212.00	\$0.00		\$10,212.00	100%	\$0.00	\$0.00
3603	Fire Alarm - Material	\$32,081.00	\$32,081.00	\$0.00		\$32,081.00	100%	\$0.00	\$0.00
3700	General Requirements	\$132,238.00	\$132,238.00	\$0.00		\$132,238.00	100%	\$0.00	\$0.00
	SCHEDULED ALLOWANCES								
3800	No. 1 - Contractor's Contingency	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3801	CP #01 - Soap Dispenser Change	(\$812.00)	(\$812.00)	\$0.00		(\$812.00)	100%	\$0.00	\$0.00
3802	CP #02 - Remove AWI Certification	(\$10,673.00)	(\$10,673.00)	\$0.00		(\$10,673.00)	100%	\$0.00	\$0.00
3803	CP #03 - Alum. Frames to Dark Bronze	\$2,730.00	\$2,730.00	\$0.00		\$2,730.00	100%	\$0.00	\$0.00
3804	CP #04 - Transformer KV _a Credit	(\$17,855.00)	(\$17,855.00)	\$0.00		(\$17,855.00)	100%	\$0.00	\$0.00
3805	CP #05 - Ballistic Door Assemblies	\$9,975.00	\$9,975.00	\$0.00		\$9,975.00	100%	\$0.00	\$0.00
3806	CP #07 - PR #01	\$600.00	\$600.00	\$0.00		\$600.00	100%	\$0.00	\$0.00
3807	CP #08 - RFI #18	\$9,475.00	\$9,475.00	\$0.00		\$9,475.00	100%	\$0.00	\$0.00
3808	CP #09 - Signage Credit	(\$6,870.00)	(\$6,870.00)	\$0.00		(\$6,870.00)	100%	\$0.00	\$0.00
3809	CP #10 - Bid Alternate #4	\$22,000.00	\$22,000.00	\$0.00		\$22,000.00	100%	\$0.00	\$0.00
3810	CP #11 - Door 132A ADA Change	\$3,165.00	\$3,165.00	\$0.00		\$3,165.00	100%	\$0.00	\$0.00
3811	CP #12 - RFI #27	\$1,597.00	\$1,597.00	\$0.00		\$1,597.00	100%	\$0.00	\$0.00
3812	CP #14 - PR #04	\$2,340.00	\$2,340.00	\$0.00		\$2,340.00	100%	\$0.00	\$0.00
3813	CP #15 - PR #03	\$150,000.00	\$150,000.00	\$0.00		\$150,000.00	100%	\$0.00	\$0.00
3814	CP #16 - Unallocated Funds to Cont.	(\$150,000.00)	(\$150,000.00)	\$0.00		(\$150,000.00)	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 9 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

ITEM NO.	A DESCRIPTION OF WORK	B SCHEDULED VALUES Totals	C WORK COMPLETED		E Materials Presently Stored	F TOTAL COMP & STORED TO DATE	G % (F ÷ B)	H BALANCE TO FINISH	I RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
3815	CP #17 - ASI #12	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3816	CP #18 - ASI #17	\$7,191.00	\$7,191.00	\$0.00		\$7,191.00	100%	\$0.00	\$0.00
3817	CP #19 - Walls to Deck Transfer Ducts	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3818	CP #20 - PR #003	\$11,440.00	\$11,440.00	\$0.00		\$11,440.00	100%	\$0.00	\$0.00
3819	CP #21 - Replace WM & Lid	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3820	CP #22 - PR #06 & RM 115 Flooring	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3821	CP #23 - PR #11	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3822	CP #24 - PR #09	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3823	CP #25 - PR #08 & PR #10	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3824	CP #26 - PR #03 (Planter Drainage)	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3825	CP #27 - PR #13	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
3826	CP #28 - Avenue C	\$15,697.00	\$15,697.00	\$0.00		\$15,697.00	100%	\$0.00	\$0.00
3900	*Quoted General Conditions	\$315,697.00	\$315,697.00	\$0.00		\$315,697.00	100%	\$0.00	\$0.00
4000	*Construction Fee	\$155,178.00	\$155,178.00	\$0.00		\$155,178.00	100%	\$0.00	\$0.00
	CHANGE ORDERS								
4100	Change Order #01								
4101	Communications	\$62,220.00	\$62,220.00	\$0.00		\$62,220.00	100%	\$0.00	\$0.00
4102	Audio/Visual Systems - Pre-Wire Only	\$8,460.00	\$8,460.00	\$0.00		\$8,460.00	100%	\$0.00	\$0.00
4103	Electronic Safety & Security	\$183,277.00	\$160,012.00	\$23,265.00		\$183,277.00	100%	\$0.00	\$0.00
4104	Rough-In for Special Systems	\$12,500.00	\$12,500.00	\$0.00		\$12,500.00	100%	\$0.00	\$0.00
4105	General Requirements	\$13,323.00	\$13,323.00	\$0.00		\$13,323.00	100%	\$0.00	\$0.00
4106	*Quoted General Conditions	\$27,978.00	\$27,978.00	\$0.00		\$27,978.00	100%	\$0.00	\$0.00
4107	*Construction Fee	\$11,191.00	\$7,963.00	\$3,228.00		\$11,191.00	100%	\$0.00	\$0.00
4200	Change Order #02								
4201	Earthwork	\$28,162.00	\$28,162.00	\$0.00		\$28,162.00	100%	\$0.00	\$0.00
4202	Pavement Markings	\$4,281.00	\$4,281.00	\$0.00		\$4,281.00	100%	\$0.00	\$0.00
4203	Landscaping	\$6,279.00	\$6,279.00	\$0.00		\$6,279.00	100%	\$0.00	\$0.00
4204	Sleeves	\$558.00	\$558.00	\$0.00		\$558.00	100%	\$0.00	\$0.00
4205	Site Utilities	\$5,802.00	\$5,802.00	\$0.00		\$5,802.00	100%	\$0.00	\$0.00
4206	Dispose Utility Spoils	\$930.00	\$930.00	\$0.00		\$930.00	100%	\$0.00	\$0.00
4207	Concrete	\$64,615.00	\$64,615.00	\$0.00		\$64,615.00	100%	\$0.00	\$0.00
4208	Monument Sign Relocation	\$2,007.00	\$2,007.00	\$0.00		\$2,007.00	100%	\$0.00	\$0.00
4209	Flagpole	\$1,791.00	\$1,791.00	\$0.00		\$1,791.00	100%	\$0.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 10 OF 10

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Nineteen (19)
APPLICATION DATE: 01/30/25
PERIOD FROM: 01/01/25
PERIOD TO: 01/31/25

	A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES Totals	WORK COMPLETED		Materials Presently Stored	TOTAL COMP & STORED TO DATE	%(F ÷ B)	BALANCE TO FINISH	RETAINAGE 5.00%
			PREVIOUS APPLICATION	THIS PERIOD					
4210	*Quoted General Conditions	\$11,442.00	\$11,442.00	\$0.00		\$11,442.00	100%	\$0.00	\$0.00
4211	*Construction Fee	\$4,576.00	\$4,576.00	\$0.00		\$4,576.00	100%	\$0.00	\$0.00
4300	Change Order #03								
4301	Earthwork / Asphalt Paving	\$36,377.00	\$36,377.00	\$0.00		\$36,377.00	100%	\$0.00	\$0.00
4302	Concrete	\$3,475.00	\$3,475.00	\$0.00		\$3,475.00	100%	\$0.00	\$0.00
4303	*Quoted General Conditions	\$5,555.00	\$5,555.00	\$0.00		\$5,555.00	100%	\$0.00	\$0.00
4304	*Construction Fee	\$2,222.00	\$2,222.00	\$0.00		\$2,222.00	100%	\$0.00	\$0.00
4400	Change Order #04								
4401	HVAC	\$38,055.00	\$0.00	\$0.00		\$0.00		\$38,055.00	\$0.00
4402	Electrical	\$3,405.00	\$0.00	\$0.00		\$0.00		\$3,405.00	\$0.00
4403	*Quoted General Conditions	\$4,146.00	\$0.00	\$0.00		\$0.00		\$4,146.00	\$0.00
4404	*Construction Fee	\$1,659.00	\$0.00	\$0.00		\$0.00		\$1,659.00	\$0.00
4500	Change Order #05								
4501	Fencing	\$3,100.00	\$0.00	\$0.00		\$0.00		\$3,100.00	\$0.00
4502	Electrical	\$2,001.00	\$0.00	\$0.00		\$0.00		\$2,001.00	\$0.00
4503	*Quoted General Conditions	\$510.00	\$0.00	\$0.00		\$0.00		\$510.00	\$0.00
4504	*Construction Fee	\$224.00	\$0.00	\$0.00		\$0.00		\$224.00	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
	GRAND TOTALS	\$4,899,881.00	\$4,820,288.00	\$26,493.00	\$0.00	\$4,846,781.00	99%	\$53,100.00	\$0.00



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Continue Agreement for Management of Community Services Department and Public Information Officer (PIO) Services

DEPARTMENT: Executive

PROPOSED ACTION: Approve the contract extension to continue until the Director of Community Services is hired, approximately four to six months, with the possibility of a two-week overlap period once the new hire is onboard.

BACKGROUND:

On February 10, 2025, then Community Services Director Amy Miller and Interim City Manager Isaac Turner met with Stacey Osborne to discuss the City of Elgin's need for Interim Community Services management and PIO support. Both Ms. Miller and your Interim City manager and Ms. Miller were of the conclusion that Ms. Osborne's skills and experience would be an asset to Elgin. The Interim City Manager executed a contract with Stacey Osborne on February 25, 2025.

1. SCOPE OF WORK

The Contractor shall provide strategic communications services as outlined below:

- Serve as interim Community Services Director and Public Information Officer for the City, overseeing the operations of the Main Street, Library Services, and Recreation & Pool departments.
- Manage external communications with the media and public.
- Provide support to the Police Department for major incidents as needed.
- Write press releases.
- Determine content from Council meetings to be shared as a NewsFlash, socials, and press release.
- Develop and plan content for City social media platform.
- Work with the City's Media Specialist to develop a series of videos featuring Mayor McShan and Staff.
- Serve as editor and content provider, as needed, for DOWNTOWN 78621.
- Publish news and information for the public on the City's website and social media platforms as needed.
- Produce and edit the monthly newsletter.
- Manage crisis communications as needed.
- Provide guidance for staff and Council presentations as needed.

- Write talking points for the Mayor, City Manager, and other staff and Council members as needed.
- Provide communications advice to the Mayor and Council members as needed.
- Provide advice and guidance in the areas of economic and community development, budgeting, tourism marketing, and other areas of expertise as needed.
- In addition, Ms. Osborne will perform the following specialized strategic communications services to help lay a firm communications foundation for the incoming City Manager:
- Develop internal systems to streamline communications between departments.
- Formalize the process for obtaining and sharing information with the public.
- Create a functional, efficient, and effective communications department for the city of Elgin.
- Develop a job description for a permanent PIO/Community Services Director and assist with the hiring for that position.

Additionally:

- Contractor shall be available on-site at the City of Elgin two (2) days per week for the first three weeks and one (1) day per week thereafter.
- Contractor shall be accessible via phone, texts, video conference and email as needed including afterhours and weekends.
- Contractor shall provide monthly progress reports detailing work performed.
- Contractor will make reasonable efforts to be on-site at the City of Elgin as needed for meetings, special events, and other city activities.
- Ms. Osborne will represent the City of Elgin to the local, regional, and national media as needed.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget {} N/A

Contract payment is \$10,000 per month.

RECOMMENDATION:

Approve the contract extension to continue until the Director of Community Services is hired, approximately four to six months, with the possibility of a two-week overlap period once the new hire is onboard.

ATTACHMENTS:

1. StaceyFordOsborne2025
2. Stacey Ford Osborne_Redacted

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

STACEY FORD OSBORNE

New Braunfels, TX

Aligning your vision, amplifying your voice



Big-picture, systems thinker with experience developing, executing and guiding communications and public relations strategies for Fortune 500 Corporations, government agencies, and nonprofit organizations. Expertise is ensuring that ALL stakeholders are fully **engaged** with the organization's mission, **aligned** with its vision, and **focused** on the value provided.

VALUE ADDED

- ➔ **ENTERPRISE COMMUNICATIONS:** Engaged and aligned key stakeholders at the executive and enterprise levels of the [Boeing Supply Chain Operations Council](#) with messaging for critical elements of the Boeing Supply Chain, working collaboratively across the company's Commercial, Defense, and Global Services units.
- ➔ **STRATEGIC INITIATIVES:** Strengthened messaging, brand awareness, and stakeholder engagement among multiple audiences for [Texas Health Benefits Pool \(TXHB\)](#), developing a strong, effective communications department to help the organization realize its long-term goals and ensure alignment with its mission and vision.
- ➔ **PUBLIC AND GOVERNMENT AFFAIRS:** Protected the brand and reputation of the [City of Taylor](#), its leaders, and elected officials, ensuring stakeholder alignment and engagement during natural disasters, major economic development announcements, and regular public information flow.
- ➔ **ADVOCACY:** Provided a voice for the mostly rural cities, counties, and economic development organizations between Houston and Dallas with the foundation and creation of the [Central East Texas Alliance](#).
- ➔ **ECONOMIC DEVELOPMENT:** Negotiated a winning incentive package for a \$1B industrial economic development project for the [City of La Porte](#), ensuring increased revenue and opportunity for residents and business owners.

AREAS OF EXPERTISE

- | | | |
|----------------------------------|------------------------|--------------------------|
| * Brand Development | * Economic Development | * Process Improvement |
| * Crisis Communications | * Government Relations | * Public Affairs |
| * Cross-Functional Collaboration | * Media Relations | * Stakeholder Engagement |
| * Enterprise Communications | * Messaging Alignment | * Strategic Initiatives |

EXPERIENCE

The Boeing Company, Supply Chain Operations Council

2023 - 2025

Business Integration Specialist (Technical Communications)

Aligned and engaged key stakeholders at the executive and enterprise levels across the enterprise with message regarding critical elements of the Boeing Supply Chain, working collaboratively across the company's Commercial, Defense, and Global Services units.

- Led the team tasked with identifying, monitoring, and mitigating supply chain risk, locally and internationally, in the areas of Foreign Ownership, Control, or Interest (FOCI) and Beneficial Ownership.
- Conducted a thorough gap analysis of the company's preparedness and developed a working plan for managing and mitigating ongoing FOCI risk.
- Working with the Supply Chain Readiness team, contributed to the development of an enterprise-wide guidance for Supply Chain Risk Management (SCRM).
- Worked with SME's across all business units to produce timely and articulate executive briefings on topics of interest for the Boeing supply chain.

Independent Consultancy

2013 - Present

Communications Strategist/Consultant

Amplified the vision, mission, and voice of mission-driven clients in the public and private sectors.

Key Engagements

- Strengthened messaging, brand awareness, and stakeholder engagement among multiple audiences for **Texas Health Benefits Pool**, developing a strong communications department with a defined mission aligned with the organization's long-term vision.
- Protected the brand and reputation of the **City of Taylor**, its leaders, and elected officials, serving as contracted Communications Director, Public Information Officer, and Department Head. Ensured stakeholder alignment and engagement during natural disasters, major economic development announcements, and regular public information flow. Ensured that elected officials were briefed and prepared for public appearances and announcements.
- Served as a contracted Social Media Coordinator for the **Texas City Management Association (TCMA)**. Maintained a consistent download rate in the top 25% of podcasts as the host and producer of Perspectives on City Management; increased social media following by more than 300%.
- Provided a voice for the mostly rural cities, counties, and economic development organizations between Houston and Dallas with the foundation and creation of the **Central East Texas Alliance**. Developed, facilitated, and hosted monthly networking events and quarterly informational seminars. Created membership and sponsorship programs to help further the organization's mission.

International Youth Foundation, US Operations, Baltimore, MD/South TX 2017 - 2019

US Program Manager

- Helped young people succeed as Program Manager for the IYF LEAPS program, overseeing partnerships with key stakeholders and managing a local program coordinator.
- Facilitated regional discussions, working groups, and events targeted towards students and future leaders in key South Texas counties.
- Ensured that key deliverables were met by grant recipients and partners.

City of La Porte, La Porte, TX

2009 - 2012

Economic Development Director

- Negotiated a winning incentive package for a \$1B industrial economic development project for the City, ensuring increased revenue and opportunity for the City's residents and business owners.
- Established a marketing and social media presence for the City, representing the City on the Board of Directors for the Houston Bay Area CVB
- Strengthened relations with local business owners, serving as the City's Business Ombudsman.

ADDITIONAL EXPERIENCE

UTEP Professional and Continuing Education; EPCC Adult Literacy Department

Instructed adult learners; wrote the Technology portion of a textbook for adult learners.

El Paso Convention & Visitors Bureau

Enhanced the reputation for the City of El Paso with visitors, journalists, and local stakeholders.

Stanton Street Design

Produced websites, working collaboratively with creative, technical, and executive departments.

NPR Affiliate KTEP

Increased membership for the station; promoted the station in the community.

Laster Group Advertising Agency

Managed the print, broadcast, public relations, and reputation of up to 20 clients at a time.

El Paso NPR Affiliate KTEP and PBS Affiliate KCOS

Hosted the weekly radio program "State of the Arts" and live on-air fundraising events for both stations.

EDUCATION

Master of Business Administration (MBA)

Texas Lutheran University, Seguin, TX

Master of Arts (MA), Interdisciplinary Studies

University of Texas at El Paso, El Paso, TX

Bachelor of Arts (BA), International Relations

Brigham Young University, Provo, UT



STACEY FORD OSBORNE

New Braunfels, TX

Aligning your vision, amplifying your voice

Big-picture, systems thinker with experience developing, executing and guiding communications and public relations strategies for Fortune 500 Corporations, government agencies, and nonprofit organizations. Expertise is ensuring that ALL stakeholders are fully **engaged** with the organization's mission, **aligned** with its vision, and **focused** on the value provided.

LinkedIn: [staceyfosborne](#)

AREAS OF EXPERTISE

- BRAND DEVELOPMENT
- COLLABORATION
- CRISIS COMMUNICATIONS
- ENTERPRISE COMMUNICATIONS
- EXECUTIVE COMMUNICATIONS
- GOVERNMENT RELATIONS
- MEDIA RELATIONS
- MESSAGING ALIGNMENT
- PUBLIC AFFAIRS
- PROCESS IMPROVEMENT
- STAKEHOLDER ENGAGEMENT
- STRATEGIC INITIATIVES

EDUCATION

**Master of Business
Administration
(MBA)**

Texas Lutheran University

Master of Arts (MA)

Interdisciplinary Studies
University of Texas at El Paso

Bachelor of Arts (BA)

International Relations
Brigham Young University

VALUE ADDED

ENTERPRISE COMMUNICATIONS

STRATEGIC INITIATIVES

PUBLIC AND GOVERNMENT AFFAIRS

ADVOCACY

ECONOMIC DEVELOPMENT

INDUSTRY EXPERIENCE

AEROSPACE

NGO
NONPROFIT

GOVERNMENT
AGENCIES

BROADCAST MEDIA

ADVERTISING
WEB DESIGN

SEEKING

Challenging executive leadership position in Corporate Communications, Business Strategy, Public Information, or Government Relations • Remote • Up to 50% travel



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE PROPOSALS FOR ENGINEERING SERVICES FOR SURVEY AND ENVIRONMENTAL REVIEW OF THE WASTEWATER PLANT II PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve

BACKGROUND:

These two services are necessary for the development of any site intended for a wastewater plant. Staff is recommending the quick actions of WGA engineers as each part of the process will need to be completed before construction may begin on the waste water plant.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of the resolution as it is presented.

ATTACHMENTS:

1. RESOLUTION WWTP ENVIRO and SURVEY 2025-02-18-XX
2. Elgin 3 MGD WWTP Environmental Services Proposal Letter - signed
3. Elgin WWTP No. 2 Surveying Services

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. 2025-03-18-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE
PROPOSALS FOR ENGINEERING SERVICES FOR
SURVEY AND ENVIRONMENTAL REVIEW OF THE
WASTEWATER PLANT II PROJECT, AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin has certain interest and service requirements set forth in the certificates of convenience and necessity of a wastewater service area set forth by the public utility commission; and

WHEREAS, in the interest of providing service to this area and maintaining an enterprise fund for the City of Elgin staff and the city engineer present this proposal to council; and

WHEREAS, the proposal for engineering services that include environmental review and property surveying necessary for the construction of the wastewater plant; and

WHEREAS, this proposal is presented now to the council for consideration and approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute a proposal for engineering services in the amount of the proposal attached and identified as Exhibit A and Exhibit B. "Proposal for Environmental services and Proposal for Surveying"

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18th day of March 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



March 6th, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
P.O. Box 591
Elgin, Texas 78621

**RE: Elgin Wastewater Treatment Plant No. 2
Environmental Services Proposal**

Dear Mr. Gonzalez:

Ward, Getz, and Associates, LLC (WGA) has prepared this proposal for environmental services for the design of the proposed Wastewater Treatment Plant No. 2 located near Albert Voelker Road.

PROJECT DESCRIPTION

The proposed project will consist of the design of a Wastewater Treatment Plant (WWTP) No. 2 near Albert Voelker Road. The project shall include the following components (defined as project limits):

- a. Environmental services and assessment on the potential WWTP locations.

ENVIRONMENTAL SCOPE OF WORK

Environmental Site Assessment (ESA)

The ESA for Phase 1, performed in accordance with ASTM E1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-21), will include:

1. Physical Setting Review
2. Historical Records Review
3. Regulatory Records Review
4. Site Reconnaissance
5. Interviews (as available)
6. Vapor Encroachment Screen (VES) in accordance with ASTM E2600-15
7. Preparation of a Written Report



Natural Resources Desktop Assessment (Office Work Only)

WGA will review desktop resources and prepare a draft environmental constraints map using Geographic Information System (GIS) software along with an Environmental Constraints Analysis (ECA) memorandum, which will summarize the natural resources desktop review as it pertains to water resources and federally protected species habitat and biological resources. No field based survey is included in the scope of this task.

Waters of the U.S. Delineation

Conduct field investigations and prepare a Waters of the U.S. (WOTUS) (including wetlands) determination and delineation report for the project area in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and 2010 Atlantic and Gulf Coastal Plain Regional Supplement. A determination will be made regarding the presence of potential WOTUS, as defined by using prescribed USACE guidance, that may be subject to Clean Water Act Section 404 jurisdiction.

Archeological Survey and Report (Office Work Only)

A comprehensive review of records that pertain to the proposed project area or Area of Potential Effect (APE) that will result in the production of a report, summarizing the resources consulted, the findings of the review, and recommendations regarding any additional field investigations that may be warranted prior to the inception of the development activities.

ASSUMPTIONS

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in request(s) from WGA for additional compensation:

1. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
2. Should the schedule be changed or put on “hold” by the City, all costs incurred by WGA up to notification of change of schedule or “hold” status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or “hold” status will be billed to the City once the Project has resumed in addition to the cost of services included in this proposal.
3. The City will provide a backhoe and operator for backhoe trenching aspect of the fieldwork, if required. Estimate no more than two to four days of backhoe trenching.
4. This proposal covers a prescribed level of effort through the comprehensive review of records and THC consultation. If after consultation, the THC requires additional work in the form of additional survey, archeological monitoring, archeological testing, and/or data recovery, WGA will prepare a separate SOW and cost estimate for additional services and submit to the City.



EXCLUSIONS

The following items are specifically excluded from the scope of work:

1. Any design services not listed above, including but not limited to design of landscape or irrigation, street reconstruction, sidewalks or accessibility, electrical or lighting.
2. Environmental or cultural services (other than listed above).
3. Preparation of permits, applications, etc. (not mentioned above or in the cost table).
4. Costs for permitting or application fees or review fees by regulatory authorities, other than mentioned above or included in the cost table.
5. Appraisal and acquisition services for required easements.
6. Platting or Rezoning of any properties.
7. Tree Preservation plans and Tree Mitigation plans.

COMPENSATION FOR SERVICES

WGA will provide the professional engineering services as outlined herein for a total lump sum fee as follows:

Phase 1 Environmental Site Assessment:	\$6,945.00
Natural Resources Services (Desktop):	\$2,850.00
Waters of the U.S. Delineation	\$7,950.00
Archeological Background Study (Desktop):	\$6,850.00
Total:	\$24,595.00

The total fee of the entire project is for a lump sum cost of \$24,595.00.

This agreement is subject to the terms and conditions per the Master Service Agreement signed by both parties dated February 6, 2024.

Signing the Task Order shall be authorization by the Client to proceed with the work. If additional services are required and authorized by the Client, they will be provided a change order to the services described in this proposal.

The proposal shall be valid for sixty days and may be extended with our approval. Thank you for the opportunity to work with you on this project. If there are any questions, please feel free to contact me at (512) 569 – 1709.



TASK ORDER No. 11
Task Order Effective Date: March 6, 2025
pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT
dated February 6, 2024 between Client and WGA (“Agreement”)

Pursuant and subject to the above-referenced Agreement, WGA will perform the Work described below.

Name of the Project:	City of Elgin 3 MGD Wastewater Treatment Plant No. 2 - Environmental Services	
Location of the Project Site:	City of Elgin	
Work and Deliverables:	Per Scope of Services	
Materials to be procured:	NA	
Commencement Date:	March 4, 2025	
Contract Time:	Per Scope of Services	
The Work will be performed for the following price (“Contract Price”): [check all that apply]	☐	Per Attached Proposal
	☐	Other (describe):
Client’s Representative	Michael Gonzalez	
WGA’s Representative:	Beau Perry	
Invoicing Instructions:	Per MSA and defined Scope of Services	
Acceptance Criteria:	NA	
Any other clarifications, information, or requirements applicable to such Work:	Per Scope of Services	

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

Client:
City of Elgin

WGA:
Ward, Getz & Associates, LLC

By: _____

By:  _____

Printed Name: Issac Turner

Printed Name: Beau Perry

Title: Interim City Manager

Title: Regional Practice Leader



March 6th, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
P.O. Box 591
Elgin, Texas 78621

**RE: Elgin Wastewater Treatment Plant No. 2
Metes and Bounds Survey Services Proposal**

Dear Mr. Gonzalez:

Ward, Getz, and Associates, LLC (WGA) has prepared this proposal for metes and bounds survey services for the design of the proposed Wastewater Treatment Plant No. 2 located near Albert Voelker Road.

PROJECT DESCRIPTION – METES AND BOUNDS SURVEY

The proposed project stage will consist of a Metes and Bounds Survey for transactional sale of subject property and submittal of Short Form Plat of property into the City of Elgin. The project shall include the following components (defined as project limits):

1. Travis County Central Appraisal District Property ID #227351, 18706 Littig Rd., Elgin, Texas 78653

ENGINEERING SCOPE OF WORK (SOW)

WGA will perform the following Scope of Work:

A. Metes and Bounds Survey

1. Set horizontal primary control points.
 - a. Horizontal data for primary control shall be based on Static RTK observations using the Leica Smartnet Network or approved equal.
 - b. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203).
2. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare and perform right-of-entry (ROE) coordination for site access from property owners to secure access for locating property corners within the survey limits and to set proposed right of way (ROW) corners. The City will send the right-of-entry access forms to the various property owners and acquire signatures.



3. Surveyor will perform necessary research to acquire ROW maps, current adjoining property deeds and subdivision plats for properties affected by the project limits.
 - a. Field boundary reconnaissance will be performed to locate found subject property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.
 - d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.
4. Provide survey field notes for:
 - a. Platting services to include:
 - (i) Creation of a property master CAD .dwg file for subject property.
 - (ii) Deliverables to include point file of boundary points in CSV file format, AutoCAD Civil3D .dwg file containing property master and field located boundary corners.
 - b. Title services to include:
 - (i) Title research for various tracts to establish property boundaries.
 - (ii) Title research is to be performed before mobilizing the field crews for boundary survey.
 - (iii) Confirm and include all easements on the subject property.
5. Prepare and provide Short Form Plat per the City of Elgin Short Form Plat Application Packet (attached).

ASSUMPTIONS

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in request(s) from WGA for additional compensation:

1. Where necessary, the City will be responsible for arranging property access (and acquiring executed right-of-entries) prior to commencement of the field survey and/or environmental investigations for properties not located within City right-of-way. WGA will not perform any field investigation on properties where access has not been granted.
2. Subsurface Utility Engineering if provided will not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or "One-Call Notification Centers" before excavation.
3. Should the schedule be changed or put on "hold" by the City, all costs incurred by WGA up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that WGA may incur as a result of the change of schedule or "hold" status will be



billed to the City once the Project has resumed in addition to the cost of services included in this proposal.

EXCLUSIONS

The following items are specifically excluded from the scope of work:

1. Any design services not listed above, including but not limited to design of landscape or irrigation, street reconstruction, sidewalks or accessibility, electrical or lighting.
2. Environmental or cultural services.
3. Post-construction topographical or GIS system updates.
4. Construction staking or field staking for other purposes.
5. Attendance at or preparation for condemnation hearings, easement or plat documents, landowner contact or easement negotiations, other than mentioned above.
6. Preparation of permits, applications, etc. (not mentioned above or in the cost table).
7. Costs for permitting or application fees or review fees by regulatory authorities, other than mentioned above or included in the cost table.
8. Appraisal and acquisition services for required easements.
9. Geotechnical investigation.
10. Rezoning of any properties.
11. Tree Preservation plans and Tree Mitigation plans.

COMPENSATION FOR SERVICES

WGA will provide the professional engineering services as outlined herein for a total lump sum fee as follows:

Boundary Survey:	\$8,175.00
Tree Survey:	\$4,900.00
Short Form:	\$6,905.00
Total:	\$19,980.00

The total fee of the entire project is for a lump sum cost of \$19,980.00.

This agreement is subject to the terms and conditions per the Master Service Agreement signed by both parties dated February 6, 2024.



Signing the Task Order shall be authorization by the Client to proceed with the work. If additional services are required and authorized by the Client, they will be provided a change order to the services described in this proposal.

The proposal shall be valid for sixty days and may be extended with our approval. Thank you for the opportunity to work with you on this project. If there are any questions, please feel free to contact me at (512) 569 – 1709.



TASK ORDER No. 12
Task Order Effective Date: March 6, 2025
pursuant to MASTER PROFESSIONAL SERVICES AGREEMENT
dated February 6, 2024 between Client and WGA (“Agreement”)

Pursuant and subject to the above-referenced Agreement, WGA will perform the Work described below.

Name of the Project:	City of Elgin 3 MGD Wastewater Treatment Plant No. 2 - Metes and Bounds Survey Services	
Location of the Project Site:	City of Elgin	
Work and Deliverables:	Per Scope of Services	
Materials to be procured:	NA	
Commencement Date:	March 6, 2025	
Contract Time:	Per Scope of Services	
The Work will be performed for the following price (“Contract Price”): [check all that apply]	☐	Per Attached Proposal
	☐	Other (describe):
Client’s Representative	Michael Gonzalez	
WGA’s Representative:	Beau Perry	
Invoicing Instructions:	Per MSA and defined Scope of Services	
Acceptance Criteria:	NA	
Any other clarifications, information, or requirements applicable to such Work:	Per Scope of Services	

IN WITNESS WHEREOF, each Party has caused this Task Order to be executed by its duly authorized representative as of the Task Order Effective Date, and by so executing has agreed to be bound by this Task Order.

Client:
City of Elgin

WGA:
Ward, Getz & Associates, LLC

By: _____

By: _____

Printed Name: Issac Turner

Printed Name: Beau Perry

Title: Interim City Manager

Title: Regional Practice Leader



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR PASS THROUGH WASTEWATER SERVICE AT THE POTH TRACT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the amendment to the agreement for pass through wastewater service at the Poth Tract

BACKGROUND:

The Poth Tract is located within the wastewater certificate of convenience and necessity held by the City; but because the City does not have existing wastewater lines in the area to which the Poth Tract could readily connect, the Parties have entered into that certain Agreement for Pass-Through Wastewater Service [Poth Tract] dated effective July 27, 2022, as modified by that certain Memorandum of Understanding Establishing Methodology for Estimating Pass-Through Wastewater Service to Poth Tract Prior to Installation of Wastewater Flow Meter dated effective October 16, 2024 (collectively, the "*Pass-Through Agreement*"), pursuant to which the District authorized the City to connect the wastewater collection system constructed by the Developer to serve the Poth Tract to the District's wastewater collection system to allow the City to provide up to 250 LUEs of retail domestic wastewater service to the Poth Tract using the District's wastewater system on a pass-through basis. Additionally, The City will operate and maintain the Poth Meter as originally contemplated in Section 2.1 of the Pass-Through Agreement; however, any Meter Software Fee applicable to the Poth Meter will be split equally by the City and the District. The City, as the owner of the of the Poth Meter, will enter into any required license/subscription agreement(s) with the manufacturer of the metering equipment and will pay all applicable Meter Software Fees prior to delinquency. The District will then reimburse the City for 50% of the Meter Software Fees paid by the City within 30 days after receipt of an invoice for same from the City. The City will include with each invoice to the District for the District's share of a Meter Software Fee backup for the amount of the Meter Software Fee paid and evidence of payment in full by the City. The City will also designate Crossroads Utility Services LLC, the District's general manager and utility operator, and Jones-Heroy & Associates, Inc., the District's engineer, or their respective successors, as applicable, as "authorized users" under any software license / subscription for the Poth Meter.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Approve the resolution as presented

ATTACHMENTS:

1. First Amendment to Agreement for Pass-Through Wastewater Service [Poth Tract] 4904-0172-7012.1
2. RESOLUTION Poth Tract flow meter 2025-03-18-XX

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

**FIRST AMENDMENT TO AGREEMENT FOR
PASS-THROUGH WASTEWATER SERVICE**

[POTH TRACT]

This **FIRST AMENDMENT TO AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [POTH TRACT]** (this “Amendment”) is entered into by **TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the “District”), **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (the “Developer”), and the **CITY OF ELGIN, TEXAS**, a home rule municipality located in Bastrop and Travis Counties, Texas (the “City”). The District, the Developer, and the City are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties”.

WHEREAS, the District purchases and receives wholesale wastewater service from the City under the terms and provisions of that certain Wastewater Agreement dated effective April 25, 2011 (the “Wholesale Agreement”);

WHEREAS, the Developer is developing ±36.921 acres of property adjacent to the District (the “Poth Tract”) into a mix of single-family residential and/or commercial uses;

WHEREAS, the Poth Tract is located within the wastewater certificate of convenience and necessity held by the City; but because the City does not have existing wastewater lines in the area to which the Poth Tract could readily connect, the Parties have entered into that certain Agreement for Pass-Through Wastewater Service [Poth Tract] dated effective July 27, 2022, as modified by that certain Memorandum of Understanding Establishing Methodology for Estimating Pass-Through Wastewater Service to Poth Tract Prior to Installation of Wastewater Flow Meter dated effective October 16, 2024 (collectively, the “Pass-Through Agreement”), pursuant to which the District authorized the City to connect the wastewater collection system constructed by the Developer to serve the Poth Tract to the District’s wastewater collection system to allow the City to provide up to 250 LUEs of retail domestic wastewater service to the Poth Tract using the District’s wastewater system on a pass-through basis;

WHEREAS, in accordance with the Pass-Through Agreement, the monthly amount of wastewater service provided by the City to the Poth Tract through the District’s wastewater system is required to be measured by a meter installed at the Wastewater Point of Connection identified in the Pass-Through Agreement (the “Poth Meter”), and such amount will then be deducted from the total amount of wastewater service billed to the District by the City under the Wholesale Agreement each month;

WHEREAS, the metering equipment approved by the Parties as the Poth Meter in accordance with the Pass-Through Agreement is manufactured by SmartCover Systems and requires a software license / subscription fee in order to access the wastewater flow data registered by the Poth Meter (the “Meter Software Fee”);

WHEREAS, because the District desires access to the wastewater flow data registered by the Poth Meter on a daily basis, the City and the District have agreed to split the Meter Software Fee equally; and

WHEREAS, the Parties desire to amend the Pass-Through Agreement to memorialize such agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Amendment, the Parties agree as follows:

Section 1. The City will operate and maintain the Poth Meter as originally contemplated in Section 2.I of the Pass-Through Agreement; however, any Meter Software Fee applicable to the Poth Meter will be split equally by the City and the District. The City, as the owner of the of the Poth Meter, will enter into any required license/subscription agreement(s) with the manufacturer of the metering equipment and will pay all applicable Meter Software Fees prior to delinquency. The District will then reimburse the City for 50% of the Meter Software Fees paid by the City within 30 days after receipt of an invoice for same from the City. The City will include with each invoice to the District for the District's share of a Meter Software Fee backup for the amount of the Meter Software Fee paid and evidence of payment in full by the City. The City will also designate Crossroads Utility Services LLC, the District's general manager and utility operator, and Jones-Heroy & Associates, Inc., the District's engineer, or their respective successors, as applicable, as "authorized users" under any software license / subscription for the Poth Meter.

Section 2. Except as provided in this Amendment, the Pass-Through Agreement will remain in full force and effect.

Section 3. This Amendment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. A digital signature, a facsimile or other electronic copy of an original signature, and/or a counterpart transmitted electronically (*e.g.*, by fax, email, text, or similar means), will be deemed to be, and will have the same force and effect as, an original signature for all purposes.

Section 4. Capitalized terms used but not defined in this Amendment have the meanings given in the Pass-Through Agreement

* * *

(Signature pages follow.)

**FIRST AMENDMENT TO AGREEMENT FOR
PASS-THROUGH WASTEWATER SERVICE**

[POTH TRACT]

DISTRICT:

**TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 14**

Harold Baughman, President
Board of Directors

Date: _____

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO AGREEMENT FOR
PASS-THROUGH WASTEWATER SERVICE
[POTH TRACT]

DEVELOPER:

**LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.,** a Texas
limited partnership

By: U.S. Home, LLC, a Delaware limited
liability company, its General Partner

By: _____

Name: _____

Title: _____

Date: _____

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO AGREEMENT FOR
PASS-THROUGH WASTEWATER SERVICE
[POTH TRACT]

CITY:

CITY OF ELGIN, TEXAS

Isaac Turner, Interim City Manager

Date: _____

RESOLUTION NO. 2025-03-18-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT FOR PASS THROUGH WASTEWATER SERVICE AT THE POTH TRACT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has certain interest and service requirements set forth in the certificates of convenience and necessity of a wastewater service area set forth by the public utility commission; and

WHEREAS, in the interest of providing service to this area and maintaining an enterprise fund for the City of Elgin staff and the City Engineer present this amendment to the agreement for pass through wastewater service; and

WHEREAS, this agreement has been reviewed and agreed on by both parties and recommended by city staff; and

WHEREAS, this amendment to the agreement is presented now to the council for consideration and approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute a proposal for engineering services in the amount of the proposal attached and identified as Exhibit A “First Amendment for pass through wastewater service – Poth Tract”

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18th day of March 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES FOR THE RECRUITMENT OF FINANCE DIRECTOR, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)

DEPARTMENT: Human Resources

PROPOSED ACTION: Approval by City Council to make a change to the search firm for Finance Director and authorizing Interim City Manager to execute agreement with SGR.

BACKGROUND:

It is beneficial to the City to partner with one search firm for the recruitment of both positions, City Manager and Finance Director. City Council selected SGR to conduct the City Manager search, and staff is now recommending the same search firm be used for the Finance Director. This position has been vacant for several months, with the talent pool thinning out, applicants are scarce, and internal efforts have been exhausted. SGR has been successful in filling executive-level positions.

SGR has been successful in filling executive level positions, and offers full service for just under \$30,000. This includes a 12-month guarantee with ad placements, and other expenses.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {X} not included in the current-year budget {} N/A

RECOMMENDATION:

Approval by City Council to make a change to the search firm for Finance Director and authorizing Interim City Manager to execute agreement with SGR.

ATTACHMENTS:

1. SGR
2. ITEM 9.3 Resolution for SGR to be search firm for Finance Director

{ } Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{ } This is a routine procedural item and no presentation is planned for the meeting.

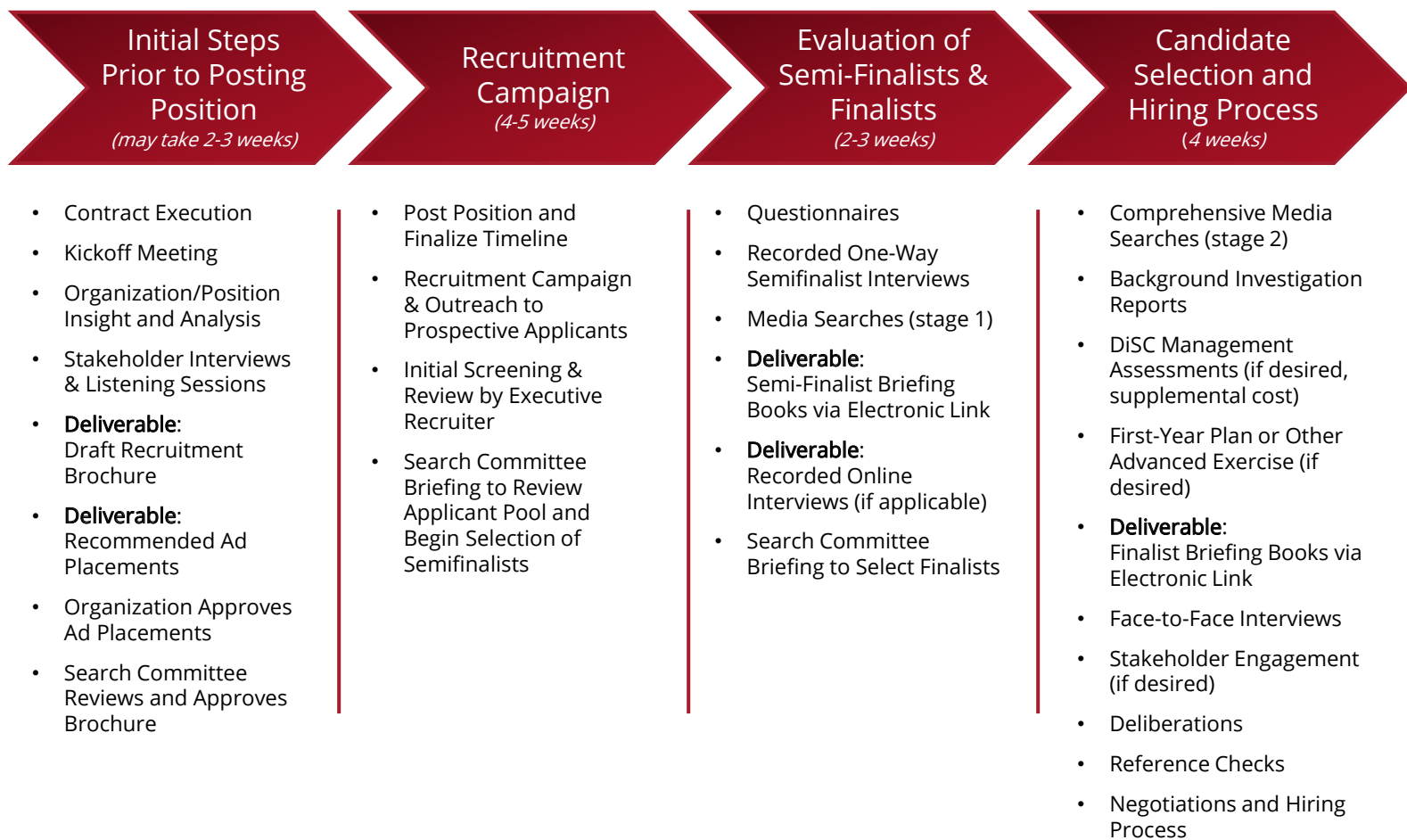
Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

FULL SERVICE RECRUITMENT

Effective January 2025

Our Full-Service Executive Recruitment is a Multi-Step Process in which SGR Partners with Your Organization and Facilitates Your Executive Search from Start to Finish.

FULL-SERVICE RECRUITMENT TYPICALLY TAKES ~12 WEEKS AFTER INITIAL STEPS AND MAY INCLUDE:



FEE ESTIMATE

Full-service recruitment costs typically range from \$26,200 - \$29,400, depending on the position being recruited, ad placements, and other expenses. Detailed proposal available upon request.

CONTACT US

Recruitment@GovernmentResource.com

Main Office: 817-337-8581 | www.GovernmentResource.com

RESOLUTION NO. 2025-03-18-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES FOR THE RECRUITMENT OF FINANCE DIRECTOR, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin is currently searching for a Finance Director and the position has been vacant for some months; and

WHEREAS, Strategic Government Resources has contracted with the City of Elgin to conduct the search for a City Manager; and

WHEREAS, staff is recommending the City of Elgin partner with one search firm for both the City Manager search and the Finance Director search.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The Interim City Manager or Mayor is hereby authorized to execute an agreement with Strategic Government Resources for the recruitment of a Finance Director.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 18th day of March 2025.

ATTEST:

THERESA Y. MCHSAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Receive Update, and Provide Direction to the Emergency Medical Services (EMS) Subcommittee

DEPARTMENT: Executive

PROPOSED ACTION: Discussion and provide direction to the EMS Subcommittee

BACKGROUND:

The EMS subcommittee was formed on June 18, 2024, to research options for EMS services to meet Elgin's unique needs. Specifically, including services for Elgin's residents who reside in Travis County, as well as individuals in Elgin's Extra Territorial Jurisdiction (ETJ).

Committee members have been monitoring the formation and progress of Bastrop Emergency Services District (ESD) #3, with Elgin representatives attending the first two Commission meetings as well as communicating with ESD #3 commission members, especially Commissioner Kieth Simpson.

The EMS Subcommittee met on Friday, March 7th, 2025.

1) Since the current EMS service contract through Bastrop County expires May 31, 2025, and Elgin is not currently a member of ESD #3, it is recommended that a short-term agreement be negotiated and executed between the City of Elgin and Acadian Ambulance Services in close coordination with ESD #3.

For the longer term, the Elgin City Council must determine which course of action to pursue between the following options:

2) Pursue a ballot item for November 2025 for Elgin to join ESD #3 or

3) Explore services and costs of an agreement between Elgin and Acadian Ambulance Services, in close coordination with ESD #3.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

Discussion and provide direction to the EMS Subcommittee

ATTACHMENTS:

1. Bastrop County Emergency Services District No. 3 Meeting Agendas 3.10.2025 & 2.13.2025
2. Letter of Intent - Acadian Ambulance Services in Elgin
3. Letter of Intent
4. Bastrop County Sole Provider and Lease Agreement Eff 060122_signed RT

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3

AGENDA

March 10, 2025

Notice is hereby given pursuant to Texas Government Code, Chapter 551, that the Bastrop County Emergency Services District No. 3 will meet in special session, open to the public, at **9:00 A.M.**, on **Monday, March 10, 2025**, in **Bastrop Water Control and Improvement District office, 112 Corporate Dr., Bastrop, TX 78602**, at which time the following subjects will be discussed, considered, passed, or adopted:

1. Call Meeting to Order. (Commissioner Green)
2. Pledges of Allegiance;
3. Public Comment. Note: No discussion will be had between the speakers(s) and District commissioners. The District retains the right to correct factual inaccuracies made by speakers; (Commissioner Green)
4. Public Comment on Agenda Items. Individuals may address the Board on items listed on the posted agenda. Members of the public may address the Board for a maximum of three minutes each. Time may not be transferred among speakers. Individuals may address the Board once per agenda item. Members of the public will speak on agenda items after comments for agenda items are called for by the presiding officer, but before Board discussion and consideration of the item.
5. Discuss and consider preparing the District's initial budget;
6. Discuss and consider acceptance of transfer of funds from Bastrop County for initial insurance cost necessary to begin operations. (Commissioner Johnson);
7. Discuss and consider engagement of VFIS for general liability and other necessary insurance coverage. (Commissioner Johnson);
8. Discuss and consider action on submitting new customer engagement/information form with Optimum computer Solutions, Inc. (Commissioner Johnson);
9. Adjournment

The District's Board of Commissioners may convene in closed or executive session at any time during the meeting for certain purposes under the Texas Open Meetings Act, Chapter 551, including but not limited to, receiving legal advice from the District's attorney (Sec. 551.071); discussing real property matters (Sec. 551.072); discussing gifts and donations (Sec. 551.073); discussing security personnel or devices (Sec. 551.076); and discussing information technology security practices (Sec. 551.089). If the Board of Commissioners desires to discuss any item on this agenda in executive session, the presiding officer will announce that the Board will meet in executive session, will note the time, and will identify the item to be discussed and the provision of the Open Meetings Act which authorizes the executive session.

FILED

MAR 05 2025 2:16 pm

**Krista Bartsch
Bastrop County Clerk**

FILED

FEB 05 2025

BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3

Krista Bartsch
Bastrop County Clerk

WORKSHOP AGENDA

February 13, 2025

4:36 PM

Notice is hereby given pursuant to Texas Government Code Chapter 551 that Bastrop County Emergency Services District No. 3 will hold a workshop session, open to the public, at 1:00 P.M., on **Thursday, February 13, 2025**, at Bastrop Water Control and Improvement District office, located at 112 Corporate Dr., Bastrop, TX 78602, for the following purposes:

1. Call Meeting to Order.
2. Invocation;
3. Pledges of Allegiance;
4. Public Comment. Individuals may address the Board on items not listed on a posted agenda. Individuals may address the Board for a maximum of three minutes each. Members of the public may collectively address the Board for a total of thirty minutes on items not on the current agenda. Time may not be transferred among speakers.
5. Public Comment on Agenda Items. Individuals may address the Board on items listed on the posted agenda. Members of the public may address the Board for a maximum of three minutes each. Time may not be transferred among speakers. Individuals may address the Board once per agenda item. Members of the public will speak on agenda items after comments for agenda items are called for by the presiding officer, but before Board discussion and consideration of the item.
6. Presentation by Acadian of proposals and options for the District's emergency services system and enhancement of same;
7. Discussion with Acadian regarding the District's emergency services system and enhancement of same;
8. Discuss and consider preparing the District's initial budget; and
9. Adjournment.

The District's Board of Commissioners may convene in closed or executive session at any time during the meeting for certain purposes under the Texas Open Meetings Act, Chapter 551, including but not limited to, receiving legal advice from the District's attorney (Sec. 551.071); discussing real property matters (Sec. 551.072); discussing gifts and donations (Sec. 551.073); discussing security personnel or devices (Sec. 551.076); and discussing information technology security practices (Sec. 551.089). If the Board of Commissioners desires to discuss any item on this agenda in executive session, the presiding officer will announce that the Board will meet in executive session, will note the time, and will identify the item to be discussed and the provision of the Open Meetings Act which authorizes the executive session.

CERTIFICATE OF POSTING

I, Keith Simpson, hereby state that I posted the foregoing Workshop Agenda of Bastrop County Emergency Services District No. 3 at a place convenient to the public at the Bastrop County Courthouse, on the 5 day of February 2025, at 1:00 PM., which time was not less than 72 hours prior to the scheduled time of the meeting.


Keith Simpson, Secretary



City of Elgin Office of the City Manager

 **COPY**

City Hall • 310 North Main Street • P.O. Box 591
Elgin, Texas 78621

August 26, 2024

Ron Quaranto
Regional Vice President
Acadian Ambulance Service of Texas, LLC
130 E. Kaliste Saloom Road
Lafayette, Louisiana 70508

Re: Letter of Intent – Acadian Ambulance Service in Elgin

Dear Mr. Quaranto,

This correspondence is provided as initial documentation of our on-going dialogue relative to the possible continuation and/or upgrade of emergency medical services (“EMS”) provided by Acadian Ambulance Service of Texas, LLC within the city limits of Elgin. Based on our most recent discussions, we believe that we now concur on an acceptable framework for a short-term agreement relative to the provision of such services; in the event that the City determines such services are needed.

This Letter of Intent is being provided to formally clarify for the record the general terms of said EMS Agreement that would be provided by Acadian Ambulance Service (“Acadian”) to the City of Elgin (“City”).

Acadian Ambulance Service and the City expressly acknowledge that this Letter of Intent is non-binding and merely an expression of interest by the parties in consummating the transaction described herein.

Based on our most recent interactions, following is a listing of the pertinent elements that would be included in an EMS Agreement and/or any other appropriate legal document to formalize the business relationship between Acadian and the City:

Scope of Services

Within thirty (30) days of the execution of a formal agreement, Acadian will provide one (1) ALS (Advanced Life Support) ground ambulance 24 hours per day, 7 days a week or one (1) ALS ground unit 24 hours per day, 7 days a week and (½) ALS ground ambulance twelve hours per day, 5 days per week as mutually agreed upon to provide the Services for and on behalf of the City within the city limits of the City. ALS ambulance means any publicly or privately owned vehicle equipped and used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose (but not including funeral coaches used exclusively as such). The ambulance(s) shall provide space for a driver and attendant(s) and a minimum of two (2) litter patients so positioned that at least one (1)

Phone (512) 281-5724 Fax (512) 285-3016
www.elgintx.us

patient can be given intensive life support during transit. The vehicle(s) must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Texas Department of State Health Services.

Billing

For transports, Acadian shall be entitled to bill the patient, patient guarantor, or any third-party payor such as Medicare, Medicaid or any other third-party payor source. Acadian acknowledges that it is responsible for billing and collecting for transport services rendered. All fees for services rendered shall remain the property of Acadian. Acadian warrants that it shall not refuse to respond to a request for emergency transport services on the grounds of the patient's inability to pay for such services.

Consideration and terms of payment

As consideration for providing the availability of ambulance Services herein set forth, and during each year of this agreement, City shall pay to Acadian the following subsidy selected below:

____ One (1) ALS Unit (24hr/7 days per week): \$1,048,065 annually (\$87,338.75 per month);

____ One (1) ALS Unit (24 hr/7 days per week) and one ALS unit twelve (12 hr 5 days per week): \$1,578,649 annually (\$131,554.08 per month).

The subsidy amount shall be due and payable on or before the 1st day of each month during the term or any renewal term of this Agreement, with the first installment due on or before thirty (30) days of the execution of a formal agreement. In the event that payment of any installment due hereunder is not paid by the 10th day of the following month in which the same is due, City shall pay to Acadian a penalty of an additional two (2%) percent thereof.

The amount due Acadian by City is solely for the availability of EMS hereunder and shall not be reduced as a result of any other revenues received by Acadian due to or as part of its operations in City - It being specifically understood that any person receiving Services hereunder shall be responsible for payment of such Services (less benefit collection on their behalf).

Term

The term of this Agreement shall become effective within thirty (30) days of the execution of a formal agreement and remain in effect until either party notifies the other party in writing with a thirty (30) day advance notice that any such Agreement is terminated and of no further effect. The City agrees and covenants that during the time in which subsequent negotiations are active, that it will not engage with any other potential party related to the Services to be provided hereunder.

COPY

Understandings

This Letter accurately states the understanding between the parties executed this day and supersedes all prior discussions and agreements of the parties related to the provision of Services.

Pending the full execution and formal approval of this Letter, the City and Acadian are now positioned to move forward on the provision of emergency medical services should circumstances arise that would necessitate an immediate response.

Thank you for your interest in and support of the City of Elgin. Please let me know if you have any questions or if I can be of further assistance.

Sincerely,

Thomas L. Mattis
City Manager

COPY

AGREE AND ACCEPT:


Ron Quarante
Regional Vice President
Acadian Ambulance Service of Texas, LLC

Date: 8-27-2024

COPY

Letter of Intent

This Letter of Intent ("the Letter or Agreement") is made and entered into as of this ____ day of _____, 2024 ("the Execution Date") by and between Acadian Ambulance Service of Texas, LLC ("Acadian") and the City of Elgin, Texas ("City").

WHEREAS, the City has the need for an Advanced Life Support ("ALS") ground ambulance to provide emergency and non-emergency medical transportation services ("Services") within the city limits of the City; and

WHEREAS, Acadian is capable of providing the Services within the limits of the City; and

NOW THEREFORE, this Letter is meant to establish the basic terms for the Services. The terms in this Letter are not intended to be all-inclusive and it is expected that terms may be added, removed, or amended in a definitive "agreement for emergency and non-emergency ground ambulance service."

1. Scope of Services.

Beginning on September 1, 2024, Acadian will provide one (1) ALS ground ambulance 24 hrs, 7 days a week or one (1) ALS ground unit 24 hrs, 7 days a week and (½) ALS ground ambulance twelve hours per day, 5 days per week as mutually agreed upon to provide the Services for and on behalf of the City within the city limits of the City. ALS ambulance means any publicly or privately owned vehicle equipped and used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose (but not including funeral coaches used exclusively as such). The ambulance(s) shall provide space for a driver and attendant(s) and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle(s) must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Texas Department of State Health Services.

2. Billing.

For transports, Acadian shall be entitled to bill the patient, patient guarantor, or any third-party payor such as Medicare, Medicaid or any other third-party payor source. Acadian acknowledges that it is responsible for billing and collecting for transport services rendered. All fees for services rendered shall remain the property of Acadian. Acadian warrants that it shall not refuse to respond to a request for emergency transport services on the grounds of the patient's inability to pay for such services.

3. Consideration and terms of payment.

As consideration for providing the availability of ambulance Services herein set forth, and during each year of this agreement, City shall pay to Acadian the following subsidy:

One (1) ALS Unit (24 hr/7 days per week): \$1,048,065 annually (\$87,338.75 per month);

One (1) ALS Unit (24 hr/7 days per week) and one ALS unit twelve (12 hr / 5 days per week):

\$1,578,649 annually (\$131,554.08 per month).

The subsidy amount shall be due and payable on or before the 1st day of each month during the term or any renewal term of this Agreement, with the first installment due on or before September 1, 2024. In the event that payment of any installment due hereunder is not paid by the 10th day of the following month in which the same is due, City shall pay to Acadian a penalty of an additional two (2%) percent thereof. The amount due Acadian by City is solely for the availability of ambulance Service hereunder and shall not be reduced

as a result of any other revenues received by Acadian due to or as part of its operations in City - It being specifically understood that any person receiving Services hereunder shall be responsible for payment of such Services (less benefit collection on their behalf).

4. Term.

The term of this Agreement shall become effective on September 1, 2024 at 06:00 am and remain in effect until either party notifies the other party in writing with a thirty (30) day advance notice that this Agreement is terminated and of no further effect.

This Letter creates a binding agreement between the City and Acadian for provision of the Services as set forth herein. The parties hereto agree to enter into a mutually agreeable agreement for emergency and non-emergency ground ambulance service should Acadian be the successful bidder under the RFP. The City agrees and covenants that during the time in which subsequent negotiations are active, that it will not engage with any other potential party related to the Services to be provided hereunder.

5. Understandings.

This Letter accurately states the understanding between the parties executed this day and supersedes all prior discussions and agreements of the parties related to the provision of Services.

City:

The City of Elgin, Texas

By: _____

Name: _____

Title: _____

Date: _____

Acadian:

Acadian Ambulance Service of Texas, LLC.

By: _____

Name: _____

Title: _____

Date: _____

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

This Agreement is made and entered into between Bastrop County, Texas, a political subdivision of the State of Texas, hereinafter called "County" and Acadian Ambulance Service of Texas, LLC, a corporation organized and in good standing in the State of Louisiana with authorization to do business in the State of Texas, hereinafter called "Acadian."

RECITALS

WHEREAS, the County desires to contract for emergency medical services for Bastrop County including areas of the city of Elgin, Texas that are in Travis County (the "service area," "Service Area" or "emergency operating area"); and

WHEREAS, Acadian, a licensed Emergency Medical Services Provider under the provisions of the Texas Emergency Medical Services Act desires to provide emergency medical services to the County for the service area, including areas of the city of Elgin, Texas that are in Travis County; and

WHEREAS, after careful consideration and evaluation of proposals, the County contracted with Acadian to provide emergency medical services to the service area under the terms and conditions of a provisional agreement dated May 27, 2014 and a four year agreement dated May 25, 2015; and

WHEREAS, in May, 2019, Acadian and the County entered into an extension of their Agreement in a two year contract, ending on May 31, 2021; and

WHEREAS, in May, 2021, Acadian and the County entered into a one (1) year extension of their Agreement, ending on May 31, 2022; and

WHEREAS, Acadian has demonstrated, during the term of these Agreements, the necessary experience, training, equipment, and qualifications to perform the services contemplated hereunder and has agreed to continue providing said services; and

WHEREAS, Acadian and County understand and agree that the County is not responsible for compensating Acadian for the services provided, but that Acadian will be the exclusive provider within the Service Area and Acadian has the right to seek and retain payment for such services from the patient and third party payers and through enforcement of subrogation rights, if any. Acadian agrees to follow CMS rules and guidelines in the billing of indigent patients and those demonstrating financial hardship.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE I - PURPOSE

1.01 The purpose of this Agreement is to secure emergency medical service coverage for sick and injured persons in the service area.

1.02 In the performance of services by Acadian to the County under the terms of this Agreement, it is mutually understood and agreed that Acadian, its employees and health care professionals are, and at all times shall be, independent contractors. The County shall neither have nor exercise any control or direction over the judgment of Acadian, its employees and health care professionals, nor over the

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

methods or manner by which they perform services under this Agreement. Nothing herein shall be construed as giving that degree of control or direction on the part of the County that creates an employer employee or joint venture relationship between the County and its employees and health care professionals. It is expressly agreed that neither Acadian nor its employees and health care professionals will for any purpose be deemed to be an ostensible or apparent agent or servant of the County with respect to the provision of services hereunder. Acadian and its employees and health care professionals shall perform services free of any direction or control by the County but in a manner consistent with currently approved methods and practices in the medical profession and in compliance with all applicable standards.

- 1.03 This Agreement does not create an employment relationship, partnership, or joint venture between Acadian, its subcontractors, agents, or employees and the County. Neither Acadian nor its subcontractors, agents, nor employees shall be deemed employees of the County for any purpose whatsoever, nor neither shall they be eligible to participate in any benefit program provided by the County.

ARTICLE II - CONTRACT DOCUMENTS

- 2.01 This Agreement includes the following documents: this master Agreement document, and ten (10) Exhibits - A through J, inclusive, collectively "the Contract Documents". The Exhibits should be reviewed annually throughout the term of the Agreement and may be revised, updated or eliminated upon written agreement of both parties.
- 2.02 In the event of a conflict between the terms of this Agreement and the Exhibits, the provisions of this Agreement will control.

ARTICLE III – TERM & TERMINATION

- 3.01 **Term.** This Agreement is effective for a three (3) year period commencing on June 1, 2022, and ending on May 31, 2025, unless earlier terminated. Before the conclusion of this term, the County shall notify Acadian at least six (6) months in advance of its decision to extend, renegotiate, or terminate this Agreement.
- 3.02 **Immediate Termination.** The County may terminate this agreement immediately upon notice to Acadian in the event of: (a) Acadian's violation of any applicable Federal, State or local law, rule, or regulation, including but not limited to, Chapter 773 of the Texas Health and Safety Code, Chapter 157 of Title 25 of the Texas Administrative Code ("TAC") and any applicable Federal, State or local special or general laws, or administrative regulations governing the operation of EMS; (b) the revocation or suspension of any of Acadian's licenses, accreditations or certifications; (c) Acadian's failure to maintain the Professional and General Liability Insurance coverage specified in **Exhibit H** or a material change in the original terms of such insurance, or of any extension or renewal thereof; (d) the expiration of and failure to renew the required performance bond; or (e) the County's determination that there has been a system failure that would place the health, safety or welfare of any patient in jeopardy if this Agreement is not terminated.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- 3.03 **Termination due to Material Breach.** Either party, at any time by written notice to the other, may declare this Agreement in default and terminate this Agreement. Each party shall have thirty (30) days after receipt of written notice to cure any default unless such right to cure is waived or cure is deemed impossible. The non-breaching party shall be the sole judge of whether the default has been satisfactorily cured. The events giving rise to termination under this section include but are not limited to:
- (a) failure by a party in the performance of any of its obligations hereunder;
 - (b) a proceeding in bankruptcy or under any law for relief of debts involving Acadian as a debtor; or
 - (c) the filing of any state or federal tax lien against any of Acadian's assets that are necessary for Acadian's compliance with this Agreement.
- d. County's allowance of another provider to operate in the Service Area.
- 3.04 **Termination Without Cause.** Either Party may terminate this Agreement at any time, with or without cause, upon one hundred twenty (120) days written notice to the other Party.
- 3.05 **"Lame Duck" Obligations.** Should this Agreement be terminated pursuant to paragraph 3.03 or 3.04, above, Acadian agrees to continue to provide all services required in and under this Agreement until a new provider assumes the service responsibilities. Under these circumstances, Acadian will serve as a lame duck provider for a period of one hundred and twenty (120) days following termination of this Agreement. During such period, Acadian will continue all operations and support services at the same level of effort and performance that were in effect prior to the termination including without limitation all obligations related to the qualifications of key personnel. Acadian will make no changes in the methods of operation described in **Exhibit F** which could reasonably be considered to be aimed at cutting services and operating costs to maximize profits without prior written approval by the County. During such period, the County will not unreasonably withhold its approval of a request by Acadian to begin an orderly transition process that includes making reasonable plans to relocate staff, scale down certain inventory items, or the like as long as such transition activity does not impair Acadian's performance during the 120-day period.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

ARTICLE IV - SERVICES

- 4.01 **Scope of Services.** Acadian will provide continuous emergency medical dispatch, emergency medical services ("EMS" herein, defined below) and hospital transportation for sick and injured persons located in the service area 24 hours per day, seven days per week during the term of this Agreement. "EMS" means services used to respond to acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the patient's health in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part, and does not include hospital to hospital ambulance service. Services to be provided are as written herein and more specifically identified in **Exhibits C and F**. The County will provide Acadian with space for crew quarters and supply cache in County facilities as described and in accordance with **Exhibit B**.
- 4.02 **Charges to Users.** It is understood that this Agreement does not provide "free" or "no cost" services to EMS users in the service area. Acadian is not prohibited from charging and collecting reasonable user fees for EMS in accordance with the schedule set forth in Exhibit A. All master charges for EMS shall be uniform for all users. No rate discrimination shall be made between the users. Acadian shall not discriminate in any way based on real or perceived conditions of national origin, race, color, creed, religion, sex, sexual orientation, age, physical disability, mental disability, or economic status. Acadian will make every reasonable effort to identify and accept providers of private insurance for EMS users.
- 4.03 **Force Majeure.** The performance requirements placed upon Acadian shall be excused in the event and during an event of Force Majeure. For purposes of this Agreement, an Event of Force Majeure is defined as an event such that performance of the services of this Agreement by Acadian is rendered unsafe or prevented by the following: acts of God; acts of war, riot, natural or manmade disaster, sabotage; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted. During an Event of Force Majeure that results in the unavailability of adequate fuel, labor, power, or materials, terms of this Agreement requiring such items shall be excused as necessary.

ARTICLE V - PERFORMANCE REQUIREMENTS

- 5.01 **Provider Licensure.** Acadian shall secure and maintain a valid and current license as an MICU-level EMS provider from the Texas Department of State Health Services (TDSHS). Acadian shall provide that all vehicles used for EMS shall meet vehicle specifications and equipment requirements all as more specifically described by TDSHS for MICU vehicles in 25 TAC Chapter 157 as may be amended from time-to-time.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

5.02 Performance Requirements and Standards. Unless specifically addressed in this Main Agreement document, all performance requirements and standards for ambulances and staffing, radio systems and dispatch, response times, medical direction, locations of equipment and facilities, reporting, charges to users, quality performance, and all other services and duties are set out in the Exhibits.

5.03 Minimum Number of MICU ambulances. So long as there are no changes to the Service Area, the County is not in Breach of this Agreement, Acadian shall keep a minimum of four (4) transport capable MICU ambulances assigned to and stationed in the County at all times, 24 hours a day, and two (2) additional units 12 hours a day during peak busy times, with exact hours to be determined by Acadian.

ARTICLE VI - PERFORMANCE SECURITY REQUIREMENTS

6.01 In accordance with the terms of this Agreement, Acadian will provide the County's Purchasing Agent with a performance bond in the amount of \$250,000.00. Upon expiration of and renewal of the bond, Acadian will provide the County's Purchasing Agent with a copy of the renewal bond. A current copy of the bond shall be attached as **Exhibit I**.

ARTICLE VII - INSURANCE

7.01 During the term of this Agreement, Acadian shall maintain and provide, at its expense, the following types and amounts of insurance. A current certificate of insurance shall be attached as **Exhibit H**.

7.02 TYPE	Amount
Workers' Compensation	Statutory limits with \$1,000,000 minimum
Commercial Automobile Liability	\$2,000,000 combined single limit
Comprehensive General Liability	\$2,000,000 each occurrence \$2,000,000 aggregate
Professional Medical Liability	\$2,000,000 each occurrence \$5,000,000 aggregate

7.03 Acadian agrees that, with respect to the above insurance, the County shall be provided notice, in writing, of cancellation or material change. The workers' compensation coverage shall provide a waiver of subrogation in favor of the County. The general liability coverage shall, to the extent of Acadian's contractual and indemnity obligations, specifically name Bastrop County, Texas as an additional insured. The general liability policy must include broad form damage coverage and contracted liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Acadian's professional medical liability coverage shall cover claims based on acts or omissions that occurred during the term of this Agreement for any health care providers rendering patient care services under this Agreement. Unless said coverage is on an "occurrence basis", such professional liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

any applicable statute of limitations has expired. Prior to the commencement of the term of this Agreement, Acadian shall furnish the County certificates of insurance evidencing the coverage described above. Each certificate shall provide that no policy may be cancelled or materially altered unless at least thirty (30) days prior written notice of such cancellation or material alteration is provided to the County. The Parties agree that the coverage limits may be achieved through a combination of primary and excess coverages.

ARTICLE VIII - NOTICES

8.01 Any notices to be given hereunder by either Party to the other shall be effected in writing either by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested. Notice sent by facsimile is also authorized if the transmittal is secure and provides confirmation of delivery. Mailed notices shall be addressed to the parties at the addresses appearing in the following paragraph, until and unless such Party changes the specified address by written notice to the other.

8.02 Notice shall be given to each of the Parties at the following addresses:

To the County:	County Judge, 804 Pecan, Bastrop, Texas 78602
With copy to:	County Auditor, 804 Pecan, Bastrop, Texas 78602
To Acadian:	Acadian Regional Vice President, 4100 Ed Bluestein, Ste. 100, Austin, TX 78721
With a copy to:	Acadian Executive Vice President/CFO, P O Box 98000, Lafayette, LA 70509-8000

ARTICLE IX - CONFIDENTIAL INFORMATION

9.01 In addition to protected health information ("PHI"), as defined by 45 CFR § 164.504, or individually identifiable health information, as defined by 42 U.S.C. § 1320d, during the course of performance of this Agreement, each Party may from time to time receive confidential information about the other including, but not limited to, information about the Party's customers, patients, practices, procedures, strategies, organization, financial, and other related information. Neither Party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement without the prior express written permission of the supplying parties or unless such disclosure is required by law. If a Party is served with a subpoena or other legal process concerning confidential information of the other Party, the served Party shall immediately (not more than 48 hours after receipt) notify the supplying Party and shall cooperate with any lawful effort to contest the legal validity of such process the supplying Party wishes to pursue.

9.02 In recognition of Acadian's status as a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), the Parties will enter a separate Business Associate Agreement contained in **Exhibit E** governing the use and/or disclosure of PHI.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

ARTICLE X - GENERAL PROVISIONS

10.01 **Corporate Practice of Medicine.** Nothing contained herein is intended to (a) constitute the use of a medical license for the practice of medicine by anyone other than a licensed physician; (b) aid the County or any corporation to practice medicine when in fact such corporation is not licensed to practice medicine; or (c) constitute or result in any other act or create any other arrangements in violation of the Texas Medical Practice Act currently codified in the Texas Occupations Code.

10.02 **Retention of and Access to Records and Reports.** Acadian agrees, to the extent same are not protected by a legal or statutory privilege without exception for production to the requesting entity, to provide the County, federal, state, and local governmental authorities having jurisdiction, upon request, access to all books, records and other papers (including, but not limited to, medical and financial records) and information relating to this Agreement and to those services rendered by Acadian pursuant to this Agreement, and to maintain such books, records, papers and information for the longer of six (6) years after termination of this Agreement or the period required by applicable state law. All requested information shall be supplied within fourteen (14) business days of the receipt of the request, where practicable. Reporting requirements are more specifically set out in **Exhibit G**, and response areas are shown on the Maps in **Exhibit D**.

10.03 **General Representations, Warranties and Covenants.**

Acadian represents and warrants that:

- (a) To the best of Acadian's knowledge, all information, data or reports provided to the County shall be complete and materially accurate as of the date shown on the information, data, or report. If significant change to said information, data or reports is made or found, Acadian shall provide an update in a written notice to the County as soon as the change is known.
- (b) Supporting financial statements (if any) provided or to be provided to the County are, shall be, and shall remain complete, accurate, and fairly reflective of the financial condition of Acadian on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to the County, there has been no material change, adverse or otherwise, in the financial condition of Acadian.
- (c) No litigation or proceedings are presently pending or threatened against Acadian relating to this Agreement.
- (d) Acadian has legal authority to enter into this Agreement and to accept payments hereunder and has taken all necessary measures to authorize such execution of this Agreement and acceptance of payments pursuant to the terms and conditions hereof.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- (e) Acadian (i) is not currently excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Acadian being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Acadian shall immediately notify the County of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give the County the right to terminate this Agreement immediately for cause.
- (f) Acadian shall perform its services under this Agreement in accordance with industry standards and all Texas Health and Safety Code requirements.
- (g) To the best of its knowledge, all goods and services reflected in its billings to third parties will have been furnished to the patient.
- (h) Acadian shall perform all of its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable law including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601, *et. seq.*, as amended, any applicable state consumer protection laws, and HIPAA.

10.04 Non-Discrimination.

- (a) The parties to this Agreement mutually agree to make no distinction among persons employed pursuant to, covered by or served under this Agreement on the basis of race, color, sex, religion, age, national origin, or disability. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, religion, age, national origin, or disability include, but are not limited to the following: denying any service or benefit or availability of a facility; providing any service or benefit which is different, or is provided in a different manner, or at a different time from that provided to others under this Agreement; subjecting anyone to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit.
- (b) In the event of non-compliance by Acadian (or Acadian's employees or agents) with local, state, or federal equal employment opportunity and affirmative action rules, regulations and laws, this Agreement may be canceled, terminated, or suspended by the County in whole or in part.

10.05 Certification and Regulatory Compliance; Right to Audit.

- (a) Acadian shall comply, and upon request, Acadian shall submit evidence of such compliance, with all State and federal certifications, regulations, or licensure requirements pertaining to the services provided hereunder, including, but not limited to, applicable rules, policies, and procedures. Acadian agrees to give immediate notice to the County in the case of suspension or revocation, or initiation of any proceeding that could result in suspension or revocation, of licensure or of any circumstance that would cause Acadian to be noncompliant

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

with any such statutes, rules, regulations, standards, or directives. Further, Acadian shall provide all services in accordance with applicable Medicaid and Medicare requirements.

- (b) Acadian acknowledges that the County holds the FCC license and that any shared transmitter used under this Agreement and pursuant to Section 90,179 of the FCC's rules shall be subject to the County's control.
- (c) During the term of this Agreement and for six (6) years thereafter the County, through its authorized representative, may audit Acadian's records pertaining to services provided pursuant to this Agreement or Acadian's compliance with any term of this Agreement and may perform any customary audit function related to the services provided by Acadian pursuant to this Agreement. Such records may include but are not limited to documents pertaining to Acadian's collection efforts, promptness of recording and remitting payments, administrative account functions, compliance with Medicare and Medicaid program requirements, insurance billings, financial data, or compliance with this Agreement or applicable law. Reasonable notice of no less than five (5) business days will be provided by the County prior to commencement of an audit.

10.06 Covenant Against Contingent Fees.

Acadian warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by Acadian for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.07 Assignments.

This Agreement is not assignable by either Party without the prior written consent of the other. Any assignment without such written consent shall be void and have no effect.

10.08 Waiver of Performance.

- (a) No waiver by either Party of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- (b) No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.
- (c) No representative or agent of either Party may waive the effect of the provisions of this Section.

10.09 Captions.

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

10.10 Texas Law to Apply/Venue.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, without giving effect to its choice of law provisions, and all obligations of the Parties are performable and venue shall lie in Bastrop County, Texas.

10.11 Legal Construction.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.12 Stark Law, Anti-Kickback Statute, and Texas Prohibition Against the Solicitation of Patients.

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including but not limited to the federal Stark law, the federal anti-kickback statute, and the Texas prohibition against the solicitation of patients. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Stark law, anti-kickback statute, or the Texas prohibition against the solicitation of patients.

10.13 Energy Company Boycotts (Texas SB13)

If Acadian is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Acadian verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If Acadian does not make that verification, Acadian must so indicate in its response and state why the certification is not required.

10.14 Firearm Entities and Trade Associations Discrimination (Texas SB13)

If Acadian is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Acadian verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If Acadian does not make

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

that verification, Acadian must so indicate in its response and state why the certification is not required.

10.15 Confidentiality.

Acadian agrees to adequately instruct its employees and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical information (See Article IX).

10.16 Amendment.

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the parties hereof. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA (the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 18 I, and implementing regulations issued pursuant thereto - collectively "HIPAA" herein) and other applicable laws relating to the security or confidentiality of Protected Health Information. Upon either Party's request, the parties agree to promptly enter into negotiations with each other concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws. Failure to enter into negotiations may be considered a material breach of this Agreement, invoking the right to terminate this Agreement for default.

10.17 Gender.

Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

10.18 Hold Harmless.

Acadian agrees to indemnify and hold harmless the County, its officials, officers, agents and/or employees from and against any and all liability and costs (including attorney fees) incurred in connection with any claims or demands for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or caused by the intentional or negligent acts or failure to act of Acadian, its officers, agents and/or employees.

10.19 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

10.20 Entire Agreement.

This Agreement constitutes the final and entire agreement between the parties hereto and contains all terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing dated subsequent to the date hereto and duly executed by the parties.

10.21 Representation and Construction.

By executing this Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Agreement. This Agreement shall not be construed against or in favor of any Party due to the fact that such Party may or may not have authored said Agreement or any provision contained herein.

EXECUTED IN DUPLICATE ORIGINALS THE DATE FIRST WRITTEN ABOVE

For the County:

DocuSigned by:

Paul Pape

FA93665F642E421...

The Honorable Paul Pape
County Judge
Bastrop County, Texas

For Acadian Ambulance Service of Texas, LLC:

DocuSigned by:

[Signature]

3C04D651AD95487...

Regional Vice President of Operations
Central Texas Division
Acadian Ambulance Service of Texas, LLC

Attest:

DocuSigned by:

Krista Bartsch

E9DE30B55A68481...

Krista Bartsch
Bastrop County Clerk

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit A: Fee Schedule

A. Rates and Adjustments

1. Acadian shall use the attached Fee Schedule for products and services charged to users. The charges may be adjusted annually by Acadian, however, an adjustment of greater than ten (10) percent in any year must be provided to the County. A copy of the current Fee Schedule will be provided to the County, along with an explanation of any increases.
2. In the event the Centers for Medicare and Medicaid Services or other payers increase their reimbursement rates for ambulance services, Acadian may accept these increases in payment without prior approval from the County, so long as the base rate used in billings by the Acadian stays within the fees provided to the County.
3. If an adjustment in itemized fees requires County approval, Acadian shall submit the request, along with justifying documentation, to the Bastrop County Purchasing Agent. The Bastrop County Purchasing Agent will review the request and offer a recommendation to the Bastrop County Commissioners Court for final determination.

ULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Texas 2022 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 2,059.00	January 1, 2022
ALS1 Emergency	1,509.00	January 1, 2022
ALS1 Non-Emergency	1,464.00	January 1, 2022
BLS Emergency	1,509.00	January 1, 2022
BLS Non-Emergency	992.00	January 1, 2022
Specialty Care Base	3,155.00	January 1, 2022
Ambulance Response, treatment without transport	329.00	January 1, 2022
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 31.76 per mile	January 1, 2022
51 - 100 miles	31.76	January 1, 2022
101 and over	31.76	January 1, 2022
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 1,625.00	January 1, 2022
Each Continuous Additional Hour	325.00 per hour	January 1, 2022
<i>*base is only charged once if standby is continuous : base is charged again if standby is closed out after 24 hrs and recalled next day</i>		
<u>Prescheduled</u>		
First Three Hours	\$ 813.00	January 1, 2022
Each Additional 1/2 Hour	104.00	January 1, 2022
Standby Non-Profit Organization	\$ 82.20 per hour	January 1, 2022
<u>EMT Contract Rates</u>		
Customary Basic	\$ 65.00	January 1, 2022
Customary Paramedic	93.00	January 1, 2022
Not for Profit Basic	40.33	January 1, 2022
Not for Profit Paramedic	57.40	January 1, 2022
<u>Ancillaries</u>		
Airvo device	\$ 1,418.00	January 1, 2022
Airway Mgmt-Disposable Supplies	104.00	January 1, 2022
Bariatric Stretcher	421.00	January 1, 2022
BiPAP	1,418.00	January 1, 2022
Burn Sheet	75.00	January 1, 2022
Capnometer	147.00	January 1, 2022
C-Collar	104.00	January 1, 2022
CPAP devise with Manometer	383.00	January 1, 2022
Disaster Bag	478.00	January 1, 2022
Disposable BVM	192.00	January 1, 2022
Disposable Splint	33.00	January 1, 2022
Disposable Supplies/Environ. Protection	126.00	January 1, 2022
EKG Monitor	237.00	January 1, 2022

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Texas
2022 Rates

<u>Description</u>	<u>Amount</u>	<u>Effective Dates</u>
EKG Monitor-Disposable Supplies	33.00	January 1, 2022
EKG Monitor Pace Pads	294.00	January 1, 2022
EKG 12 Lead	237.00	January 1, 2022
Endotracheal Intubation	126.00	January 1, 2022
Extra Ambulance Attendant	348.00	January 1, 2022
Extra Unit Assistance Fee	348.00	January 1, 2022
EZ-IO Intraosseous Infusion - disposable needle	578.00	January 1, 2022
Glucose	33.00	January 1, 2022
IV Set Up/Disposables	126.00	January 1, 2022
IVAC Pump	237.00	January 1, 2022
King-LTD	91.00	January 1, 2022
Out of Service Area	237.00	January 1, 2022
Oxygen Mask/Set Up	232.00	January 1, 2022
O.B. Kit	147.00	January 1, 2022
Poison Antidote Kit	118.00	January 1, 2022
Pulse Oximeter	147.00	January 1, 2022
SAM Pelvic Sling II	104.00	January 1, 2022
Sterile Water	47.00	January 1, 2022
Suction Equipment	33.00	January 1, 2022
Throplex Chest Drainage System	350.00	January 1, 2022
Ventilator	1,418.00	January 1, 2022
Visidex Strip / Regeant Strip	33.00	January 1, 2022

Medication

Adenocard 12 mg	\$ 104.00	January 1, 2022
Amidate 2mg/ ml 20cc vial	65.00	January 1, 2022
Amiodarone	70.00	January 1, 2022
Aspirin	10.00	January 1, 2022
Atropine Sulfate	70.00	January 1, 2022
Benadryl	70.00	January 1, 2022
Calcium Chloride	70.00	January 1, 2022
Calcium Glocont, 10%	46.00	January 1, 2022
Cardene 20mg (Nicardipine)	363.00	January 1, 2022
D5W 1,000 CC	104.00	January 1, 2022
Dextrose	79.00	January 1, 2022
Diltiazem	72.00	January 1, 2022
Dobutamine	34.00	January 1, 2022
Dopamine	104.00	January 1, 2022
Epinephrine	70.00	January 1, 2022
Epinephrine 30mg	104.00	January 1, 2022
Famotidine	10.00	January 1, 2022
Fentanyl	72.00	January 1, 2022
Glucagon	350.00	January 1, 2022
Heparin	10.00	January 1, 2022
Ipratropium Bromide	70.00	January 1, 2022
Ketamine Hcl, 10mg/ ml 20 ml vial	104.00	January 1, 2022
Labetalol	104.00	January 1, 2022
Lasix	10.00	January 1, 2022
Levetiracetam	10.00	January 1, 2022

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Texas	
	2022 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
Lidocaine	70.00	January 1, 2022
Lidocaine, 20%	79.00	January 1, 2022
Magnesium Sulfate	70.00	January 1, 2022
Mannitol, 20%	20.00	January 1, 2022
Metoprolol	70.00	January 1, 2022
Morphine Sulfate	15.00	January 1, 2022
Narcan, 2mg	164.00	January 1, 2022
Nitro Tab	10.00	January 1, 2022
Nitroglycerin Injection	104.00	January 1, 2022
Nitrol Ointment	70.00	January 1, 2022
Nitropress	70.00	January 1, 2022
Norepinephrine	74.00	January 1, 2022
Normal Saline 1,000 cc	104.00	January 1, 2022
Ondansetron	72.00	January 1, 2022
Oxymetazoline	74.00	January 1, 2022
Pitocin	10.00	January 1, 2022
Potassium Chloride	20.00	January 1, 2022
Propofol, 1g	60.00	January 1, 2022
Albuterol (Nebulizer always used)	70.00	January 1, 2022
Ringers Lactate 1,000 cc	126.00	January 1, 2022
Sodium Bicarbs, 8.4%	79.00	January 1, 2022
Sodium Bicarbs, 4.2%	46.00	January 1, 2022
Solu-Cortef	124.00	January 1, 2022
Solu-Medrol 1 gram	104.00	January 1, 2022
Succinylcholine 20 mg	10.00	January 1, 2022
Tranexamic Acid	110.00	January 1, 2022
Vecuronium	74.00	January 1, 2022
Versed, 5mg/ ml 1 ml vial	53.00	January 1, 2022
Zemuron 10 mg/ ml 10ml vial	104.00	January 1, 2022

Exhibit B: Lease Agreements

Lease Agreement

THE STATE OF TEXAS COUNTY OF BASTROP

THIS LEASE AGREEMENT ("Agreement") is made and entered into by and between Acadian Ambulance Service of Texas, LLC (LESSEE) and the County of Bastrop, Texas, a political subdivision of the State of Texas, the (LESSOR), effective June 1, 2022 (the "Commencement Date"). There will be no fees or charges due from Lessee for this Agreement.

In consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Terms of Agreement Provision

- a. Commencement Date: June 1, 2022
- b. Termination Date: May 31, 2025

2. Premises

Bastrop County Cedar Creek Annex
5785 FM 535
Cedar Creek, TX 78612

3. Provision of Services

- a. LESSEE shall keep Premises secure at all times.
- b. LESSEE shall reside in specified area of the Premises per LESSOR.
- c. LESSEE shall be prohibited from unauthorized entry into other areas of the Premises.
- d. LESSEE shall provide their own janitorial services (maintain reasonable custodial services).
- e. LESSEE shall repair any damage to the Premises caused by LESSEE.
- f. LESSEE shall not use the Premises for any purpose other than that of ambulance services.
- g. LESSEE shall not sublease any portion of the Premises without LESSOR'S prior written consent
- h. LESSOR agrees to provide utilities, phone, water and insurance to and for the specified area in the Premises.

4. Termination Clause

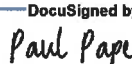
- a. Termination for default: For any default under this Agreement, County may terminate this Agreement upon 30 days written notice to Acadian setting forth in detail the nature of the default. Such termination may be avoided if the cause of the default is successfully cured to the standards set forth in this agreement within 30 (thirty) days of Acadian's receipt of notice. Providing however, that, if the default constitutes a threat to the health, safety, or welfare of the citizens of Bastrop County, termination of this Agreement is effective immediately upon written notice being given to Acadian.
- b. Termination Without Cause: Either party may terminate this Agreement at any time, with or without cause, upon 30 (thirty) days written notice to the other party.

IN TESTIMONY WHEREOF, the parties of this Lease Agreement have hereunto set their hands in duplicate this 25th day of April, 2022.

"LESSEE"

By: 
Regional Vice President
Acadian Ambulance Services of Texas, LLC

"LESSOR"

DocuSigned by:
By: 
FA99665F642E421...
Paul Pape
Bastrop County Judge

Witness

DocuSigned by:
By: 
E9DE3DB55A88491...
Krista Bartsch
Bastrop County Clerk

Date: _____

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit C: Communications

- A. Acadian will provide complete EMS dispatch services for the County and communications with First Responders and other emergency services from the Mike Fisher Building, 1501 Business Park Dr. Bastrop, Texas. A communications plan has been approved by the Wireless Division of the Bastrop County Office of Information Technology. Acadian will use the existing talk-groups in the Bastrop County Radio Template Medical Zone. Acadian may also use the facilities at the Fisher Building to perform emergency and non-emergency dispatch services for other Acadian units within Travis, Williamson, and Bell counties during the term of this Agreement.
- B. The County will provide 9-1-1 calls to the Acadian call takers and dispatchers co-located in the Mike Fisher Building from its Primary Safety Answering Point (PSAP) located there.
- C. The County's 800 MHz trunked radio system will be used for radio-communications.
- D. VHF repeaters will be used for paging First Responders.
- E. The County will provide mobile and hand-held radios for communications as listed in **Attachment 1** to this Exhibit.
- F. The County will waive radio subscriber fees for all radio units provided to Acadian.
- G. The County may inspect, audit, maintain or replace any equipment loaned to Acadian, at its discretion and at any time.
- H. The County will provide periodic software and programming updates to loaned equipment, and Acadian radios, as necessary.
- I. Acadian will utilize industry standard radio communications, paging and alerting at all times.
- J. Bastrop County will record all medical radio traffic and emergency and non-emergency telephone calls and other communications at the Mike Fisher Building.
- K. Acadian will be responsible for installation, repair and any replacement of the loaned equipment and will provide additional units as needed.

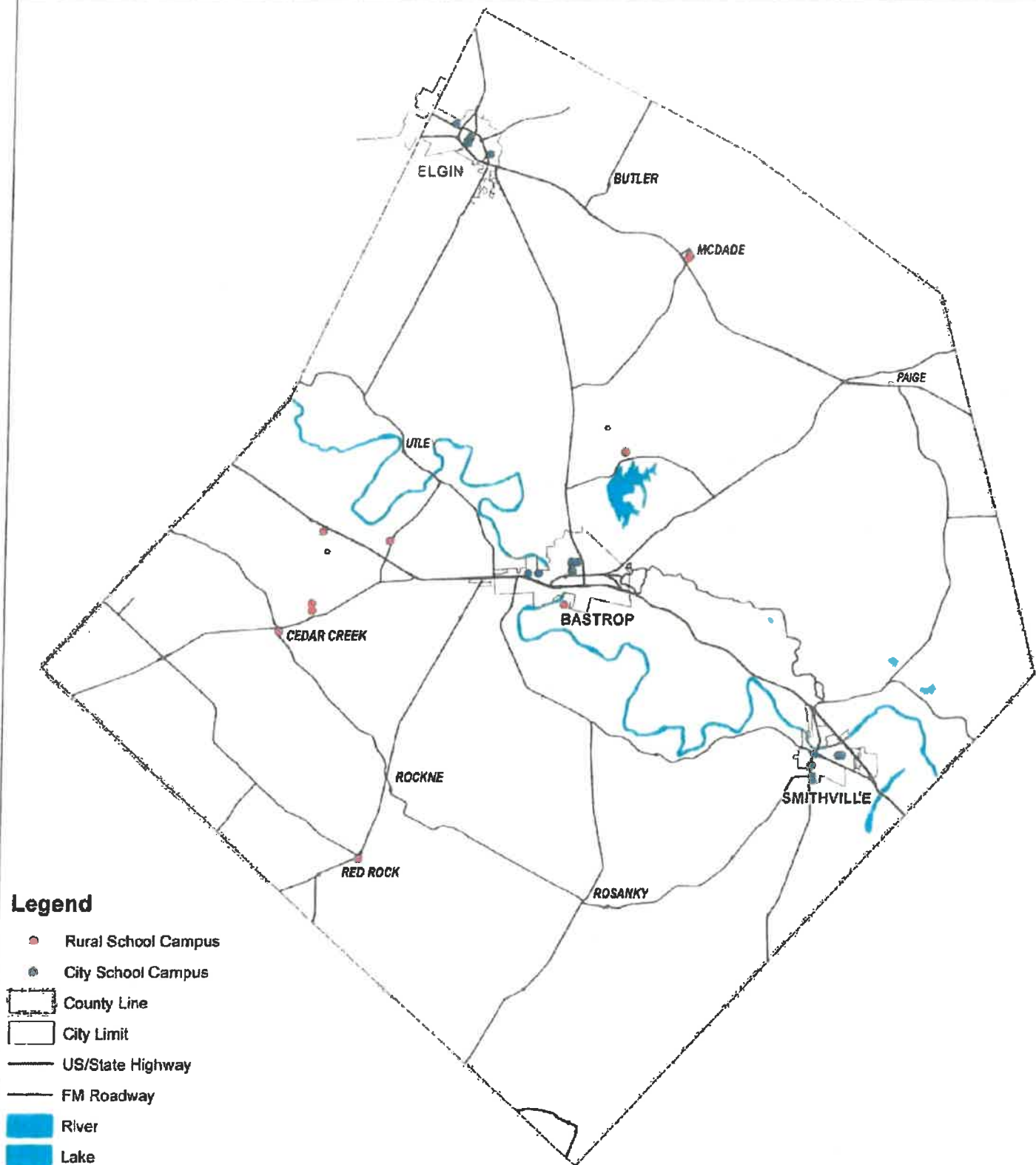
**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- L. All radio repairs will be provided by a Motorola Authorized contractor, or as otherwise specified by County.
- M. Technical specifications including make and model for additional units to assure compatibility with County's radio system will be provided by the-Bastrop County Information Technology Department.
- N. Acadian will perform, at least quarterly, a self-inventory of all loaned equipment and report to County. Report shall include for each radio: identification, County asset tag number, serial number, physical location (vehicle identification, facility name, etc.), and operational status.
- O. Acadian will immediately notify the County if any loaned equipment is out of service, or suspected lost or stolen. Lost or stolen equipment will be replaced with equivalent equipment or purchased at the discretion of County. Value of lost or stolen equipment will be determined by County.
- P. Acadian will return, replace or pay for any lost or stolen loaned equipment at the end of contracted service with Bastrop County. Value of lost, stolen or damaged radios will be determined by County. Specific transition milestones will be agreed upon by Bastrop County and Acadian.
- Q. Acadian acknowledges that the County holds the FCC license and that any shared transmitter used under this Agreement and pursuant to Section 90,179 of the FCC's rules shall be subject to the County's control.
- R. Acadian shall allow County officials to visit and inspect Acadian dispatch centers and review dispatch operations upon request.
- S. It is the objective of the parties, during the full term of this Agreement, to have Acadian perform all emergency ambulance service call taking and call dispatch services from the County's Mike Fisher Building.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit D: Maps

BASTROP COUNTY, TEXAS



Legend

- Rural School Campus
- City School Campus
- County Line
- City Limit
- US/State Highway
- FM Roadway
- River
- Lake



**BASTROP
COUNTY
TEXAS**

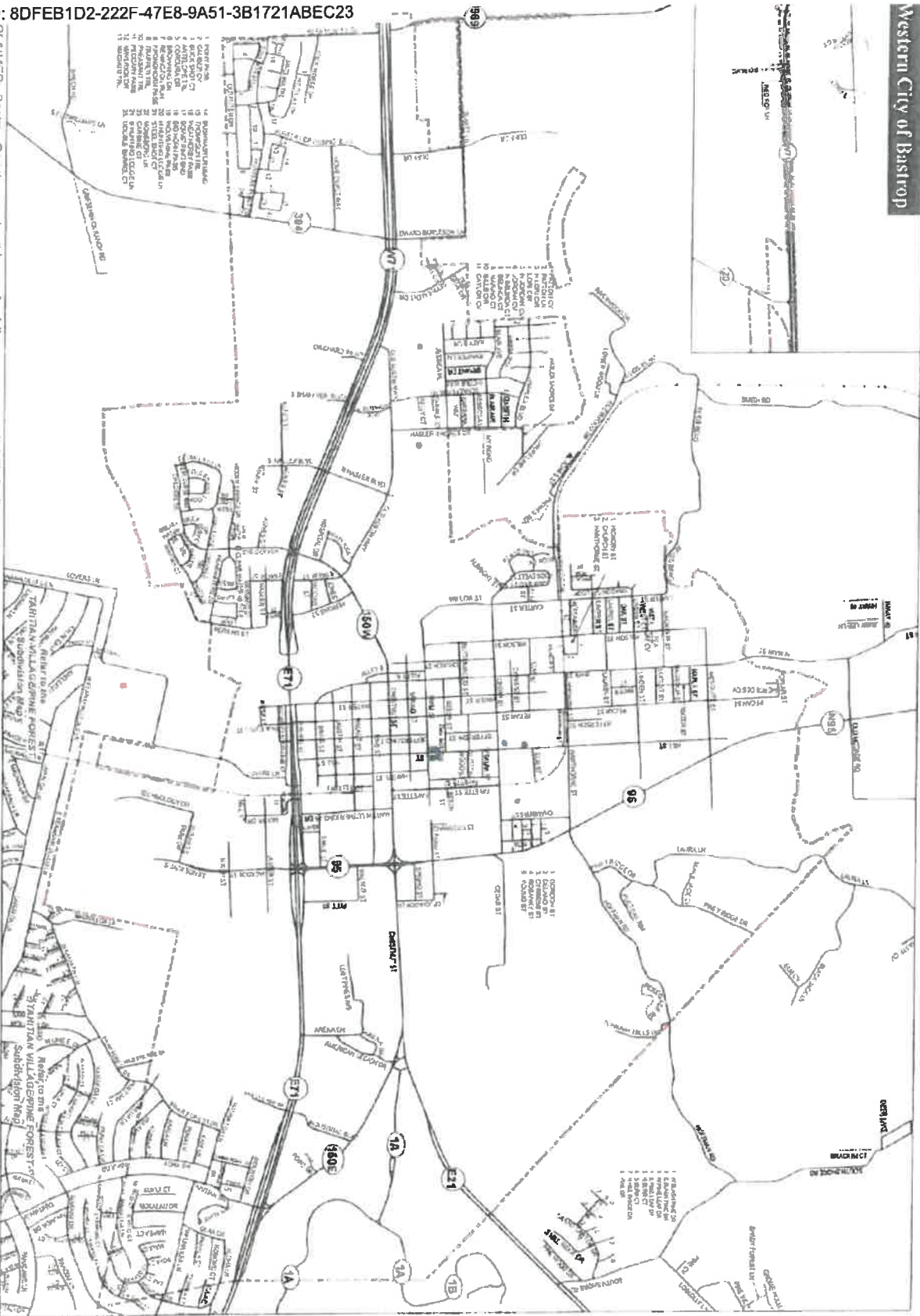
Map Produced: 9/28/2018



0 5
Miles

Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records that are constantly undergoing change. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

CLAIMER: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.



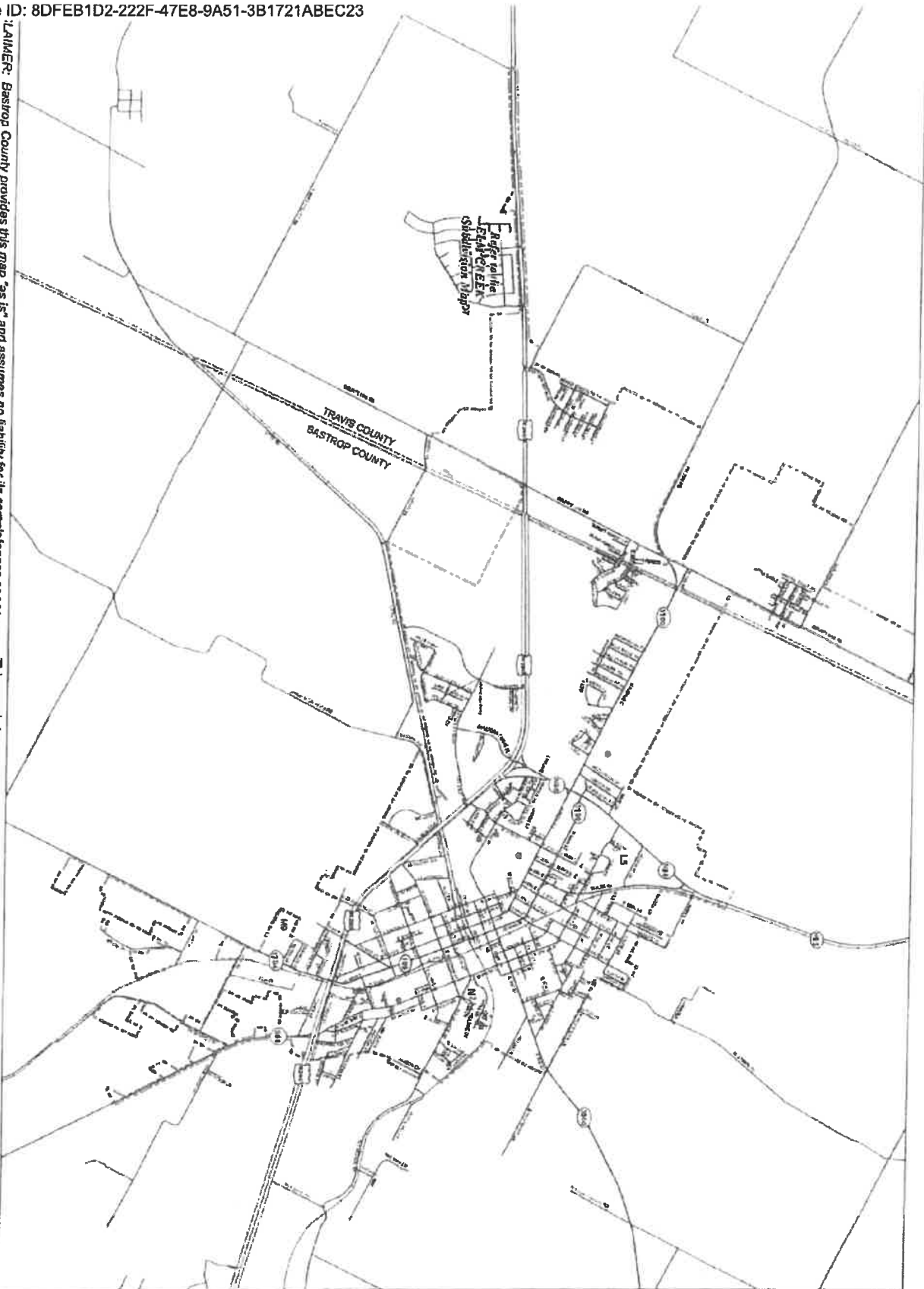
CITY OF BASTROP

Map Produced 9/29/2016

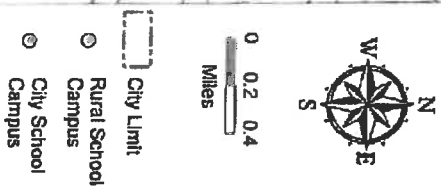
- City Limit
- Rural School Campus
- City School Campus



DISCLAIMER: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.

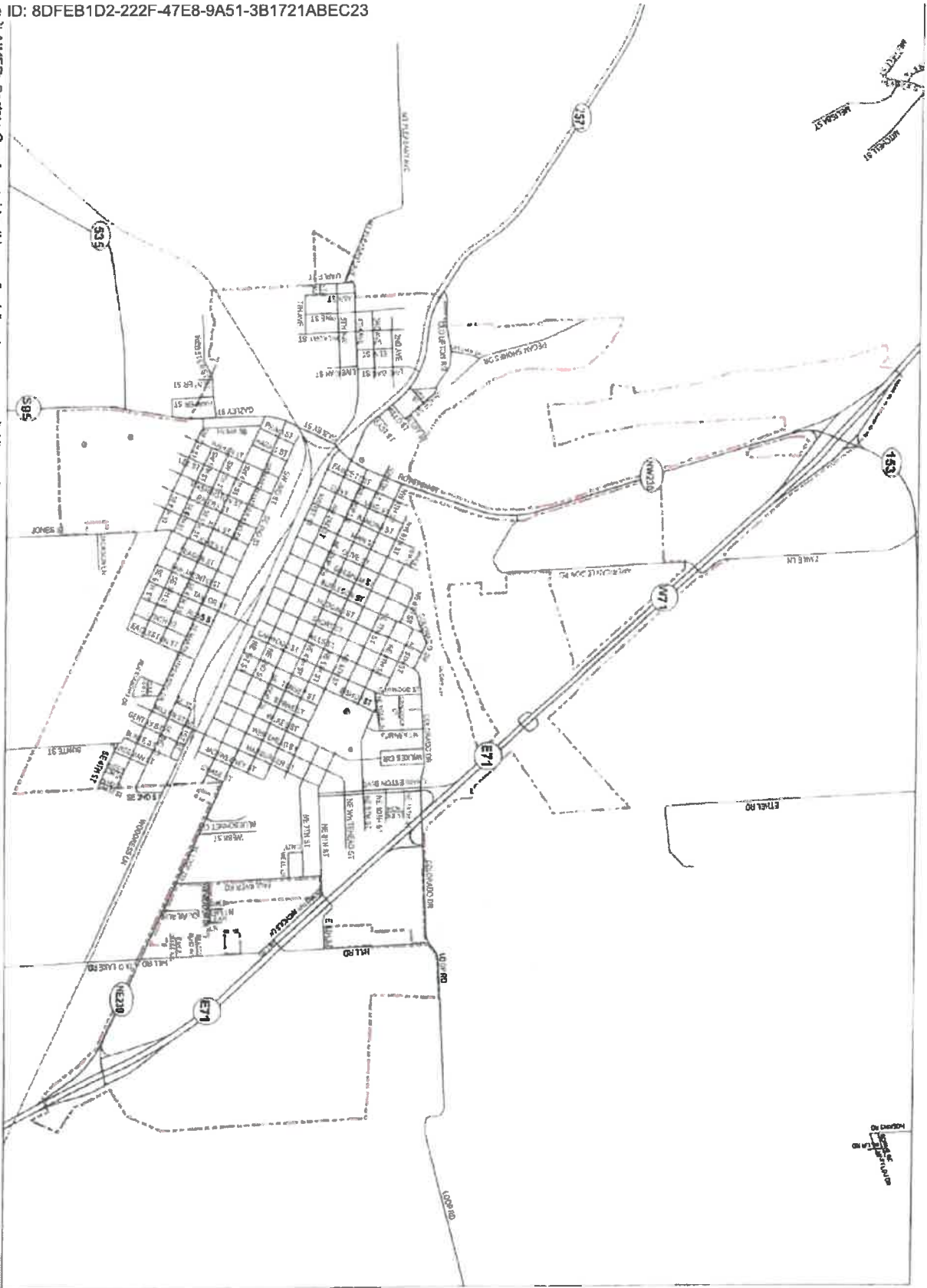


CITY OF ELGIN



Map Produced: 9/28/2016

DISCLAIMER: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. This map is intended as a general representation only and is in no way to be used as survey grade information.



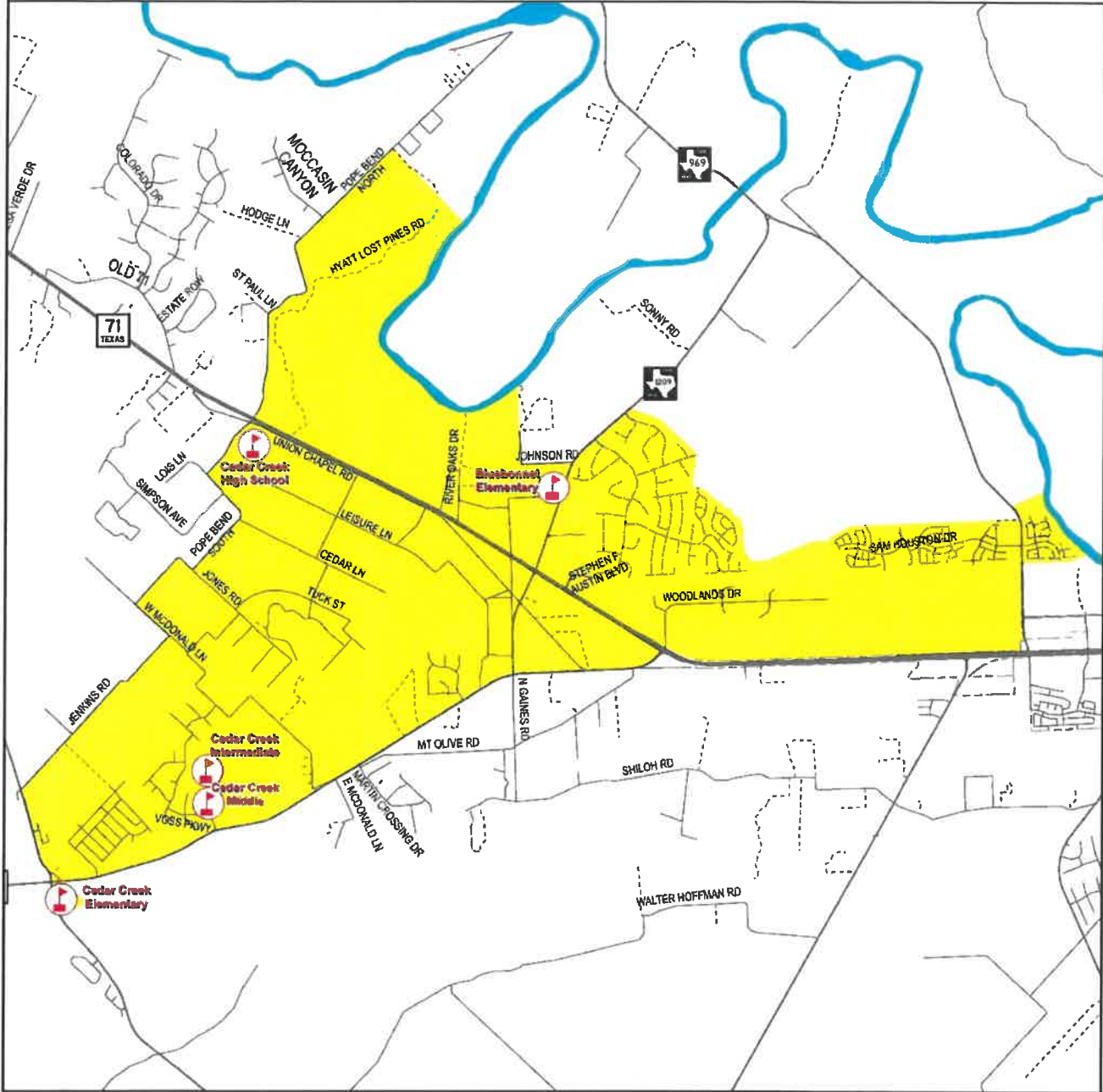
Map Producer: 9/28/2013

- City Limit
- Rural School Campus
- City School Campus

0 0.2 0.4
Miles

CITY OF SMITHVILLE

WESTERN BASTROP COUNTY EXURBAN AREA



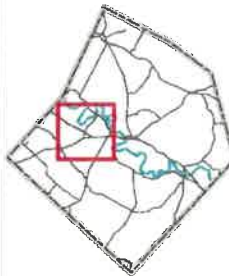


0 1
Miles

Map Produced: 1/12/2022

Legend

-  Western Bastrop County Exurban*
*Area includes locations with an address along perimeter roads.
-  Rural School Campus
-  US/State Highway
-  FM Roadway
-  Local Roadway
-  Private Road
-  Other Roadway
-  River



BASTROP COUNTY TEXAS

Disclaimer: Bastrop County provides this map "as is" and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records that are constantly undergoing change. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

**Exhibit E: Business Associate Agreement
and Mass Casualty Report Protocol**



Business Associate Agreement

The undersigned **ACADIAN AMBULANCE SERVICE, INC.** ("Covered Entity"), and Bastrop County, Texas ("Business Associate") enter into this Business Associate Agreement ("Agreement") as of 06/01/2021 ("Effective Date").

WHEREAS, Covered Entity is a health care provider that has contracted with Business Associate to **provide Vendor Services Provided** as further described on Exhibit A attached hereto and incorporated herein as reference on behalf of Covered Entity ("Covered Services"), as described in that agreement for those services (the "Contract"); and

WHEREAS, in the course of providing Covered Services to or on behalf of Covered Entity, Business Associate will use, disclose, maintain, transmit or receive individually identifiable health information maintained by Covered Entity that is protected as confidential ("PHI") under the Privacy and Security Standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 and set forth at 45 C.F.R. Parts 160 and 164, and its implementing regulations as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), which was enacted as part of the of the American Recovery and Reinvestment Act of 2009 (ARRA) (the foregoing are collectively referred to as "HIPAA"); and

WHEREAS, for good and lawful consideration as set forth in the Contract, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, and the laws of the State of Louisiana.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate and Covered Entity hereby agree as follows **Section 1. Definitions**

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in HIPAA.

Section 2. Permissible Purposes

Except as otherwise limited by this Agreement or as Required by Law, Business Associate is permitted and/or required to use and disclose the PHI it obtains in the process of furnishing the Covered Services, ("Permitted Uses and Disclosures"), provided that such use or disclosure would not violate HIPAA if done by Covered Entity, the terms of this Agreement, or minimum necessary standards, as follows:

- A. Permitted Uses. Except as otherwise limited in this Agreement or as required by Law, Business Associate may use PHI received by it in its capacity as a business associate to the Covered Entity, to perform legal services for Covered Entity.
- B. Reporting Violations. Business Associate may disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1). 1

- C. Permitted Disclosures. Except as otherwise limited in this Agreement or Required by Law, Business Associate may disclose PHI received by the Business Associate in its capacity as a business associate to the Covered Entity as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are required by law, or Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that (1) the PHI will be held confidentially as provided pursuant to this Agreement and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party; and (2) Business Associate will be notified by the third party of any instances of which it is aware in which the confidentiality of the information has been breached immediately after discovery, but no later than the time frame required by Business Associate to notify Covered Entity.
- D. De-Identification. Business Associate is authorized to de-identify PHI in accordance with 45 CFR 164.514(a)-(c) only as necessary to provide the Covered Services and/or in accordance with court orders or qualified protective orders. The manner in which the Business Associate will de-identify the information and the permitted uses and disclosures by the Business Associate of the de-identified information shall be consistent with the Covered Entity's policies and procedures that have been provided to Business Associate, court orders or qualified protective orders.

Section 3. Prohibited Use and Disclosures

A. Violation of HIPAA. Business Associate is prohibited from any use or disclosure of the PHI other than Permitted Uses and Disclosures. Business Associate is specifically prohibited from any use or disclosure of PHI that would violate HIPAA if done by the Covered Entity. B. In addition to, and not in limitation of the foregoing:

- i. Marketing. Business Associate shall not receive anything of value in exchange for communication about a product or service that encourages the recipients of the communication to purchase or use the product or service when such communication is prohibited by HIPAA, or this Agreement.
- i. Restrictions. Business Associate shall comply with any obligations and restrictions on the use, disclosure or request for PHI as requested in writing by Covered Entity.
- ii. Sales of Health Information. Business Associate may not receive anything of value in exchange for the use or disclosure of PHI prohibited by 45 CFR 502(a)(5)(ii), except as permitted by 45 CFR Part 164 (§ 164.508(a)(4)) and as authorized by Covered Entity.

Section 4. Obligations of Business Associates

In addition to the foregoing, Business Associate shall, with regard to the PHI, comply with the following provisions:

- A. Compliance with HIPAA. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to the Covered Entity in the performance of such obligations.
- B. Appropriate Safeguards. Business Associate shall implement such appropriate and commercially reasonable administrative, technical, and physical safeguards to protect the privacy of PHI that Business Associate creates, receives, accesses, maintains or transmits on behalf of Covered Entity. Business Associate shall implement appropriate and commercially reasonable administrative, physical and technical safeguards consistent with the requirements of 45 C.F.R. § 164.308, § 164.310 and § 164.312 to protect the confidentiality, integrity and availability of the electronic PHI. Business Associate shall comply with the

policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to 45 C.F.R. §164.316 and the HITECH Act, 42 U.S.C. §17931.

- C. Business Associate's Agents, Subcontractors. In accordance with 45 CFR 164.504(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agents, including subcontractors, that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree to the same restrictions, requirements and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities without written consent of Covered Entity.
- D. Minimum Necessary. Business Associate shall request, access, use and disclose only the minimum amount of PHI determined to be necessary to accomplish the Covered Services.
- E. Remain Knowledgeable. Business Associate shall remain knowledgeable of the requirements applicable to Business Associates under HIPAA, and provide appropriate education and training to employees, officers, directors, agents, and contractors to ensure their knowledge of and compliance with those provisions.
- F. Disclosing PHI to Members of Business Associate's Workforce. Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement and applicable law.
- G. Access to PHI. In order to meet the requirements under 45 CFR § 164.524 and 42 USC §17935(e), to the extent Business Associate possesses a Designated Record Set, Business Associate shall, within ten (10) days of a written request, allow Covered Entity to access PHI in that Designated Record Set or, if directed by Covered Entity, provide such access to an individual. If an Individual requests access directly from Business Associate, Business Associate will notify Covered Entity within ten (10) days of the request to allow Covered Entity to coordinate the response. If the requested PHI is in electronic format and part of a Designated Record Set, upon request of the individual, the copy will be provided in the form and electronic format requested by the individual, if it is readily producible in such form or format; or, if not, in a readable hard copy form or such other form and format as agreed to by the Covered Entity and the Individual. If the individual chooses, it will be directed to an entity or person designated by the individual, provided that said request is in writing, signed by the individual, and clearly identifies the designated person and where to send the copy of PHI. Charges made by Business Associate for such access shall be limited to the amount provided in HIPAA.
- H. Amendments of PHI. In order to meet the requirements under 45 CFR § 164.526, to the extent Business Associate possesses an applicable Designated Record Set, Business Associate shall amend, pursuant to a request by Covered Entity, PHI maintained and created or received by Business Associate on behalf of Covered Entity within ten (10) days of a written request by Covered Entity for such amendment. If an Individual requests amendment directly from Business Associate, Business Associate will notify Covered Entity within ten (10) days of the request to allow Covered Entity to respond to the request.
- I. Accounting Rights. Business Associate and its agents or subcontractors shall; (a) maintain a record of all Business Associate's disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six years after the date of such disclosure ("Accountable Disclosures"); and (b) for disclosures of PHI from electronic health records for treatment, payment and healthcare operations after January 1, 2009, maintain data on all such disclosures of PHI from said electronic health record for three years. In the event of a request for an accounting of disclosures pursuant to HIPAA (45 CFR §164.528 and 42 USC §17935(c)) or as otherwise required by law, at the option of Covered Entity, Business Associate will either provide the requested accounting as required therein or make that data available to Covered Entity promptly, but no

later than within ten (10) days of such request. At a minimum, such record should include (1) the date of the disclosure, (2) the name and, if known, the address of the recipient of the PHI, (3) the name of the patient who is the subject of the PHI, (4) a brief description of the PHI 3 disclosed, and (5) the purpose of the disclosure.

- J. Governmental Access to Records. Business Associate agrees to make its internal practices, books, and records relating to any use or disclosure of the PHI received created, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary of the United States Department of Health and Humans Services, for purposes of determining compliance with HIPAA.
- Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity of Business Associate's receipt of such request, so that Covered Entity can assist in compliance with that request. Notwithstanding the foregoing, Covered Entity reserves and retains, to the maximum extent permitted by applicable law, any and all attorney-client or other privileges in which Covered Entity has an interest with respect to Business Associate's performance of its obligations under this Agreement. To the maximum extent permitted by applicable law, Business Associate hereby reserves and retains any and all applicable work product or other privileges or rights in which Business Associate has an interest with respect to its performance under this Agreement. Nothing in this paragraph shall be construed to require Business Associate to disclose or produce to the Secretary Communications or information subject to the attorney-client privilege between Business Associate and Covered Entity.
- K. Duties of Business Associate Involving a Breach or Improper Access, Use or Disclosure of PHI. Breach Notification for Unsecured Protected Health Information regulations implement provisions of the HITECH Act (Section § 13402). The notice obligations are effective for breaches occurring on or after September 23, 2009.
- i. Discovery of Breaches. As defined in Section § 13402(c) of the HITECH Act, a Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known to any person, other than the person committing the breach who is an employee, officer, or other agent of the Business Associate.
 - ii. Notification. Business Associate shall notify Covered Entity's Privacy Officer immediately, but no later than five (5) business days after Discovery of any access, use or disclosure of PHI not permitted by this Agreement, any successful Security Incident involving electronic PHI and any Breach of Unsecured PHI of which Business Associate becomes. Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal laws and regulations. For purposes of this Section, Successful Security Incident means a Security Incident that entails an Unauthorized Use or Disclosure of electronic PHI or that materially interferes with the operations of an Information System used with respect to PHI subject to this Contract. Subcontractor will report of Security Incidents determined not to entail an Unauthorized Use or Disclosure of PHI or not materially interfere with the operations of an Information System used with respect to PHI subject to this Contract ("Attempted, Unsuccessful Security Incidents") in the manner and time as Covered Entity may request.
 - iii. Risk Assessment and Investigation. Business Associate will assist Covered Entity to conduct an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine the probability that the PHI has been compromised. Based on the outcome of the risk assessment, Covered Entity will determine the need for breach notification.
 - iv. Written Report. Business Associate shall report to Covered Entity in writing any access, use or disclosure of PHI not permitted by this Agreement or the Contract, any Successful Security Incident involving electronic PHI and any Breach of Unsecured PHI of which it becomes aware of within ten

(10) business days of discovery. Written notice shall contain, to the extent possible: (1) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the breach; (2) a brief description of what happened, including the date of the breach and the date of discovery of the breach;

(3) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (4) the unauthorized person who used the PHI or to whom the disclosure was made; (5) whether the PHI was actually acquired or viewed; and (6) the extent to which the risk to the PHI has been mitigated.

- v. Notification to Patient. Business Associate agrees that it is the sole responsibility of the Covered Entity to notify its patients of any breach of PHI. At no time is the Business Associate to contact or speak directly to any of Covered Entity's patients/individuals who are the subject of any Breach. Any such inquiries should be directed to the Covered Entity's Privacy Officer. Business Associates shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI.
- vi. Cooperation with Law Enforcement. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of PHI under this Agreement. Notwithstanding the foregoing, Covered Entity reserves and retains, to the maximum extent permitted by applicable law, any and all attorney-client or other privileges in which Covered Entity has an interest with respect to Business Associate's performance of its obligations under this Agreement. To the maximum extent permitted by applicable law, Business Associate hereby reserves and retains any and all applicable work product or other privileges or rights in which Business Associate has an interest with respect to its performance under this Agreement. Nothing in this paragraph shall be construed to require Business Associate to disclose or produce communications or information subject to the attorney-client privilege between Business Associate and Covered Entity.
- vii. Notification to Media. For a Breach of Unsecured PHI involving more than 500 individuals, Business Associate agrees that it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. § 164.406. At no time is the Business Associate to contact or speak directly to the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- viii. Damages. Business Associate shall pay, or shall reimburse and hold Covered Entity harmless from, any and all costs and expenses resulting from a Breach of PHI caused by Business Associate, including but not limited to the costs of notification and any steps necessary to mitigate.

Section 5. Obligations of the Covered Entity

With regard to the use and/or disclosure of PHI by Business Associate, the Covered Entity hereby agrees to the following provisions:

- A. Covered Entity shall notify Business Associate of any changes in, or revocation of the permission by an Individual to use or disclose his or her PHI, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.
- B. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522 to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

- C. Covered Entity shall notify Business Associate of any limitation or restriction to use or disclosure of PHI as required by its Notice of Privacy Practices under 45 CFR § 164.520, as may be amended or changed by Covered Entity.
- D. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA if done by Covered Entity, except to the extent that Business Associate may use or disclose PHI for data aggregation or management and administration and legal responsibilities of Business Associate.

Section 6. Term

The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI created, received or maintained by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or shall terminate on the date Covered Entity terminates for cause as authorized in Section 7.

Section 7. Termination

Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement, Covered Entity shall either:

- A. Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI; and
- B. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- C. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

Section 8. Obligations of Business Associate Upon Termination

Upon termination of this Agreement for any reason, Business Associate with respect to PHI received from Covered Entity, or maintained or received by Business Associate on behalf of Covered Entity, shall:

- A. to the extent feasible, destroy or return to Covered Entity the remaining PHI that the Business Associate still maintains in any form;
- B. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, and destroy or return to Covered Entity the such PHI when it is no longer needed by Business Associate for such purposes;
- C. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, and subject to the same conditions set out at Sections 2 and 4 which applied prior to termination;
- D. upon request of Covered Entity, transmit the PHI to another business associate of the Covered Entity at termination; and
- E. obtain or ensure the destruction of PHI received, or maintained by subcontractors.

Section 9. General Provisions

Survival. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance of the Contract and this Agreement.

- A. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA and any other applicable law.Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.
- C. Conflicting Provisions. In the event that any requirements or provisions of this Agreement should be in conflict with any requirements or provisions of the terms of the engagement for services, the requirements or provisions of this Agreement shall control.
- A. Ownership of PHI. The PHI to which Business Associate has access under the Contract or this Agreement shall be and remain the property of Covered Entity.
- B. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate.
- C. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon or create in, nor shall anything herein confer upon or create in, any person other than the parties and their successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.
- I. Choice of Law. This Agreement shall be governed by the laws of the State of Louisiana.
- J. Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or enforceable in any respect, the validity, legality, and unenforceability of the remaining provisions contained in this Agreement shall not be in any way affected or impaired.
- K. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney fees and costs incurred therein in addition to any other right of recovery.
- L. Entire Agreement. With regard to the subject matter herein, this Agreement supersedes prior or contemporaneous discussions, agreements, understandings, and representatives between Covered Entity and Business Associate.
- M. Independent Contractor. Nothing in this Agreement is intended, nor shall it be interpreted or construed, to create an agency relationship between the parties under 45 CFR 160.402.
- N. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to the appropriate Party as follows:

COVERED ENTITY:

Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509-8000
Attention: Privacy Officer

BUSINESS ASSOCIATE:

Bastrop County, Texas
804 Pecan Street
Bastrop, TX 78602
Attention: County Judge

Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein provided.

Next Page for Signatures

COVERED ENTITY:

Acadian Ambulance Service, Inc.

By:

Natalie Fasnacht

Name:

Natalie Fasnacht

Title:

Compliance Manager

Date:

5/22/2021 | 2:48 PM CDT

Enterprise

BUSINESS ASSOCIATE:

Bastrop County, Texas

By:

Paul Pape

Name:

Paul Pape

Title:

County Judge

Date:

5/17/2021 | 8:41 AM PDT

Exhibit A – Vendor Provided Services

Ambulance service for the county

AASI

Mass Casualty Response

Article Details

Portal: Acadian Ambulance Service, Inc.
State: Louisiana, Mississippi, Texas
Region: New Orleans, St. Tammany
Approved By: Charles P. Burnell, MD
Article Managed By: Mark Fryou, NREMT-P

The EMS Command

- The designation of the EMS Command will be considered the first Paramedic to arrive on-scene. The authority of the EMS Command is for overall control of medical operations at the MCI scene. He/she will coordinate operations with the fire chief, ranking law enforcement, and rescue personnel on-scene. Specific responsibilities will include:
- Quick assessment of the situation via "Hot Lap" to confirm the level of the initiated response is adequate to manage the situation.
- Report to EMDC;
 - What do you have?
 - What are you doing?
 - What do you need?
- Designate and assign Safety, Triage and Transportation Officers. The EMS Command may fill these positions until additional personnel are available.
- Assign tasks as manpower and other resources arrive.
- Designate staging and collecting stations.
- Responsible for all communications between scene and the Communication Center.
- Coordinate requests for manpower, supplies, and transportation with Transportation Officer and Triage Officer.
- Maintain the safety of EMS personnel.
- Coordinate Air Med efforts, including a possible "fly over" to fully assess the scene (possibly coordinated with law enforcement).
- Tag "removals" from the scene for the benefit of the police.

- Equipment needed:
 - Portable VHF radio and/or cellular telephone
 - Clipboard with paper
 - Triage tags
 - Hat/Vest for identification as the EMS Command

Triage Officer and team

- Simple Triage and Rapid Treatment (START)—See START Protocol in the CORE section of this manual.
- Once all victims have been triaged, then rescuers place all victims into triage categories. After all victims have been triaged, they are then moved into a field collecting station by priority order for further stabilization and to await transportation to the hospital.
- As the patients are carried into the collecting station, they are re-triaged and placed into rows of the same category patients: reds, yellows, and greens. The black category patients are not brought into the collecting station, but are brought into a make-shift morgue at the disaster scene. The make-shift morgue should be out of sight of the live patients within the collecting station. The patients are constantly re-triaged and conditions up-dated within the individual rows of the collecting station.
- When transportation is begun, reds are transported two at a time until all reds have been moved to the hospital. Then the yellow patients are moved to the hospital. Finally, the greens are moved.
- Coordinating the movement of victims to the collecting station in order of priority.
- Task and job assignments within the collecting station(s).
- Continuously triage victims in the collecting station; reassigning priorities as necessary.
- Supervise medical care of victims awaiting transportation.
- Assigning transportation priorities.
- Equipment needed:
 - Portable VHF radio and/or cellular telephone
 - Clipboard with paper
 - Triage tags
 - Hat/vest for identification.

Responsibilities of additional units and personnel upon arrival

- Report immediately to the designated EMS Command for assignment.
- Once assigned, carry out tasks quickly and without questions.
- Do not unload your unit---Transportation Officer will handle this.

Transportation Officer

The Transportation Officer designated by the EMS Command. The Transportation Officer is authorized to take charge of all ambulances and equipment on-scene and in the staging area. He/she reports directly to the EMS Command. Specific responsibilities include:

- Command of transport vehicles involved with the MCI.
- Direct unloading of equipment from units and distribution at MCI scene and collecting station.
- Coordinate with the Triage Officer to move victims from the scene in order of priority.
- Coordinate with receiving hospitals by radio to ensure that victim distribution is as even as practically possible.
- Equipment needed:
 - VHF and cellular radio
 - Clipboard with manila envelope attached
 - Triage tags
 - Hat/vest for identification

Hospital Coordinator

The Hospital Coordinator, designated by the Communication Center Supervisor, where practical, should be an EMD in the Communication Center. The Hospital Coordinator is assigned to conduct radio communications between the receiving hospitals and the scene. Specific responsibilities include:

- Advise the Transportation Officer of hospital's ability to handle additional injuries.
- Relay ETA of incoming units, and number and severity of injuries to hospitals.
- Coordinate needed supplies transfer from hospital to the scene.
- Coordinate with Acadian Ambulance operations for manpower to assist at hospital.
- Notify the hospital upon termination of MCI.

Safety Officer

The Safety Officer is designated upon arrival by the EMS Command. He/she is charged with the responsibility of securing and maintaining the safety of EMS personnel at the MCI scene. The responsibilities of the Safety Officer may be incorporated into those of the Transportation Officer if the incident is more confined and relatively small. Specific responsibilities include:

- Ensure that EMS personnel are not operating in an environment that is dangerous due to hazardous materials, fire or explosion hazards, electrical hazards, etc.

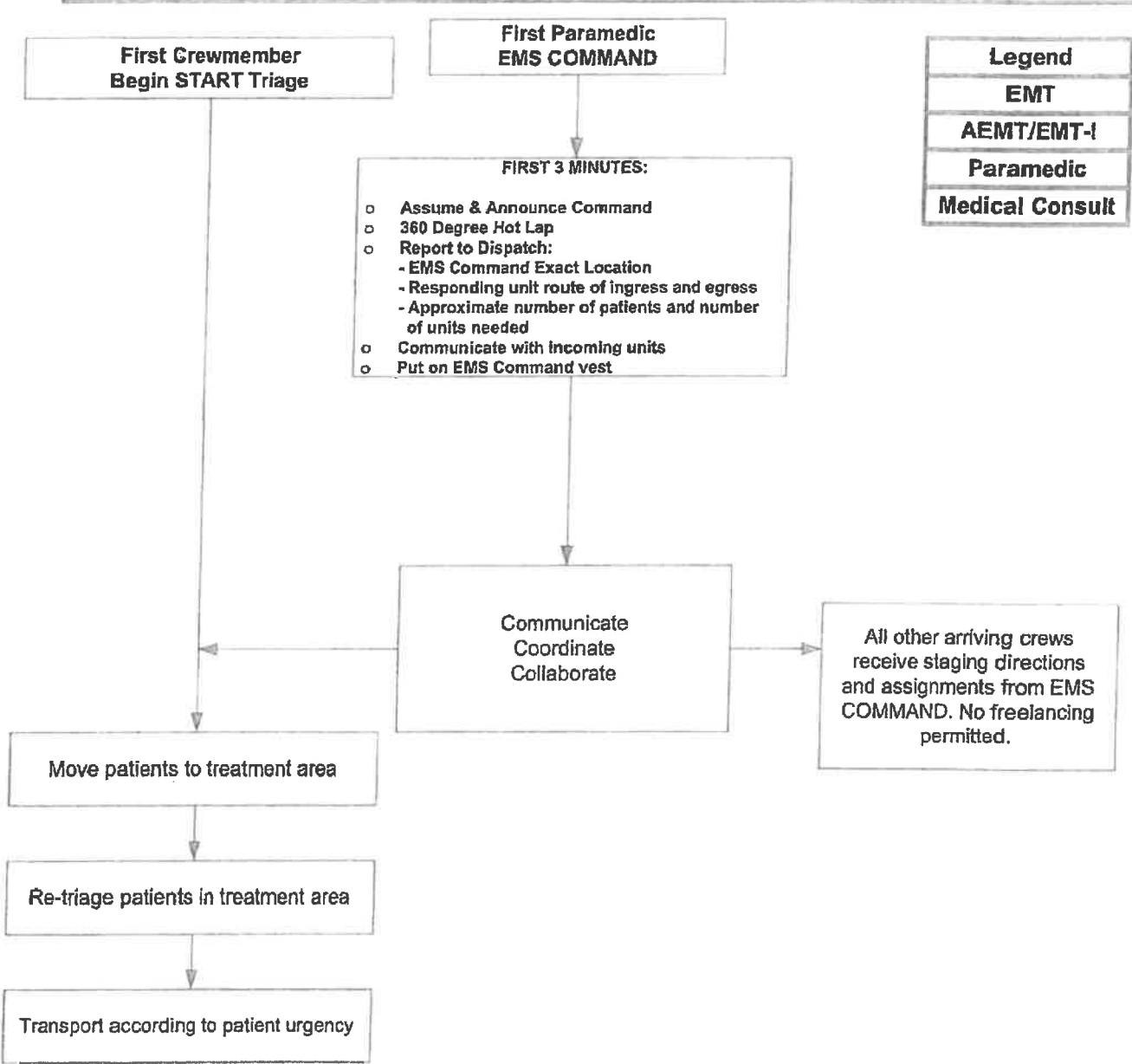
- Ensure that appropriate patient carrying and handling techniques are used at all times.
- Ensure that appropriate personal protective equipment (PPE) is utilized if deemed necessary.
- Work with Transportation Officer to ensure safe parking of ambulances.
- Ensure that all EMS personnel are following universal blood borne pathogen precautions at all times.
- Ensure that all units and equipment released from the incident have been properly cleaned and disinfected.
- Act as liaison for Acadian Ambulance Safety Department.
- Equipment needed:
 - Portable VHF Radio and/or Cellular telephone
 - Clipboard with safety check-off sheets
 - Hat/vest for identification

Termination of the Mass Casualty Incident

As the resources required to manage the mass casualty incident place a severe burden on the operations of Acadian Ambulance, the event will not be considered complete until all termination procedures are conducted. Termination procedures generally include:

- Notify hospitals of termination of MCI
- Collect equipment and resupply units and designate assignment of personnel
- The Critical Incident Stress Management (CISM) team assumes coordination of debriefing of affected personnel.
- Complete required documentation of patient records.
- Complete incident critiques.

MCI Response



Pearls:

- EMS COMMAND tips: Put on "EMS Command" vest; remain visible and stationary; avoid task-level work; keep crews staged until assigned; prohibit freelancing; ensure all operations are performed safely; monitor work progress; and redirect activities as needed.
- Coordinate with receiving hospitals by radio to ensure that victim distribution is as even as practically possible.
- See **START TRIAGE Protocol** and **MASS CASUALTY RESPONSE Policy**.
- Follow safety and hazardous material precautions.
- Arriving crews will NOT initiate triage or treatment without contact with EMS COMMAND.
- Patient movement should be in "corridors" toward a treatment area in a safe zone.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit F: Emergency Medical Operations

A. Emergency Operating Area

Acadian will provide 24 hours a day, 7 days a week emergency ambulance service to the entire County, known as the Emergency Operations Area or Service Area. Except in cases of Force Majeure or as specifically allowed for herein, Acadian will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

For purposes of measuring response interval performance, there are five (5) response Zones within the County – individually the cities of Bastrop, Elgin, Smithville, the Western Exurban Area, and the Unincorporated areas of the County not included in the Western Exurban Area. The response Zones for Cities of Bastrop, Elgin or Smithville are the current corporate limits, and as they may change in the future. Response times for the City of Elgin include areas located within Travis County. The response Zones are illustrated in **Exhibit D**.

B. Response Intervals

Response Intervals (response times) are calculated from data generated by dispatch operations and field operations. Acadian shall be responsible for classifying and reporting all EMS calls using Priority Dispatch Protocols and Emergency Medical Dispatch. The County may be involved in development and oversight of Priority Dispatch Protocols. Acadian must dispatch emergency medical equipment and personnel to each Priority 1 (including all Delta and Echo level calls), Priority 2, Priority 3, and Priority 5 call. Under this Agreement, Response Intervals will be tracked and monitored for Priority 1 and Priority 2 calls only. However, in determining compliance all dispatched **emergency** calls (Priority 1, 2, 3, 5 or 32) will be tracked to calculate call volume as it relates to exemptions for High Demand (for definitions **See Exhibit J**). Non-emergency transfers (also called inter-facility transfers) will not be used in the determination of High Demand. The County will not limit Acadian's flexibility in the methods of deployment and providing service as long as the following response interval requirements are achieved. Acadian will notify the County on a monthly basis if there are changes in the deployment plan as explained in **Exhibit G**. Ambulance response intervals must be compliant with these requirements.

For each of the following five (5) Zones, Acadian shall place a transport capable MICU ambulance or a Paramedic at the scene of all requests for emergency medical services within the designated Response Interval listed below **a minimum of ninety percent (90%)** of the time. This rate will be measured monthly from information reported to the County by Acadian as explained in **Exhibit G**.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

1. **Life Threatening Emergency Response Intervals (Priority 1)**
 - a. City limits of Bastrop
Acadian must arrive at the scene in Year 1 in under 10 minutes, Year 2 in under 9 minutes, and Year 3 in under 8.00 minutes.
 - b. City limits of Elgin
Acadian must arrive at the scene in Year 1 in under 10 minutes, Year 2 in under 9 minutes, and Year 3 in under 8.00 minutes.
 - c. City limits of Smithville
Acadian must arrive at the scene in Year 1 in under 10 minutes, Year 2 in under 9 minutes, and Year 3 in under 8.00 minutes.
 - d. Western Bastrop Exurban area (see map)
Acadian must arrive at the scene in Year 1 in under 15 minutes, Year 2 in under 13.5 minutes, and Year 3 in under 12.5 minutes.
 - e. All other Un-incorporated areas of Bastrop County Acadian must arrive at the scene in Year 1 in under 20 minutes, Year 2 in under 18.5 minutes, and Year 3 in under 17.5 minutes
2. **Non-Life Threatening Emergency Response Intervals (Priority 2) in each year of this Agreement:**
 - a. City limits of Bastrop
Acadian must arrive at the scene in under 15 minutes
 - b. City limits of Elgin
Acadian must arrive at the scene in under 15 minutes
 - c. City limits of Smithville
Acadian must arrive at the scene in under 15 minutes
 - d. Western Bastrop Exurban area (see map)
Acadian must arrive at the scene in under 20 minutes
 - e. All other Un-incorporated areas of Bastrop County Acadian must arrive at the scene in under 25 minutes.
3. **Calculation of Response Interval Times**

For each classification of requests for service, the Response Interval time is the elapsed time (measured to the second) from the moment the call is "in queue" to the time of "arrival on scene". A call for service is "in queue" (ready to be dispatched) once the following conditions have been met:

 - a. The Acadian call-taker has gathered a geo-verified address or manually verified address and entered it into the emergency call taking screen
 - b. The Acadian call-taker has received a chief complaint from the caller and has chosen the best chief complaint description from the emergency call taking screen that matches the information the caller has provided.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

When these conditions have been met, the call is automatically advanced by CAD to the dispatcher and the call is ready to be assigned to an available unit for response.

The time "arrival on scene" is achieved when the following occurs (no other Acadian personnel or First Responders will constitute "arrival on scene" by Acadian): a fully equipped transport capable MICU ambulance arrives at the location of the patient or request for service and an ambulance crew notifies the dispatch center that it is fully stopped at the location where the ambulance crew will exit to approach the patient.

4. Upgraded and Downgraded Requests

For emergency requests that are upgraded upon request of an on-scene First Responder or in compliance with Priority Dispatch Protocols while an Acadian ambulance is en-route, the Response Interval time shall be calculated from the moment of the upgrade request, and the higher priority standard shall be used. For emergency requests that are downgraded upon request of an on-scene First Responder or in compliance with Priority Dispatch Protocols, the Response Interval time shall be calculated as the lower priority requirement.

5. Response Time Exemptions

Instances may occur when Acadian does not meet the stated performance specifications. However, a chronic failure to comply with the response interval requirements in this Agreement constitutes default of this Agreement. Acadian shall maintain mechanisms for reserve production capacity to increase service should a temporary system overload persist.

From time to time, unusual factors beyond Acadian's reasonable control may affect the achievement of specified response time standards. Each of the following factors apply to Response Interval times within each Zone. Exemption factors are limited to those noted below. No other causes of late response time shall serve to justify exemption from response time requirements.

Each month, Acadian and the County (or a designee appointed by the County Judge) shall review each occurrence of Acadian's failure to meet prescribed Response Interval times for each Zone. This review team shall attempt to reach consensus whether a violating call qualifies to be exempt. Each approved exemption will be by one of the following six (6) reasons for exemption. If the team cannot reach a consensus, the County Judge will make a final determination.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- a. Severe Weather Requests occurring during a period of unusually severe inclement weather conditions when such response time compliance was either impossible or achievable only at a great risk to EMS personnel and the public, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased by Acadian and such steps were not taken.
- b. Mass Casualty In the event of Mass Casualty Incident, defined in **Exhibit J** but more specifically when two or more ambulances are needed, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene; Acadian shall attempt to initiate mutual aid agreements with all counties bordering Bastrop County, and shall provide a copy of each such agreements to the County. Acadians Mass Casualty protocol is included in **Exhibit E**.
- c. Wrong Information Situations where the Acadian Communications Center received false or inaccurate information or was unable to obtain adequate information from the caller to respond.
- d. Declared Disaster Requests during the response period of a declared disaster within Bastrop County as determined by the County Judge, during which Acadian rendered assistance. During such periods, Acadian shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.
- e. High Demand Requests during times of unusually heavy call demand, defined as those times when, considering all Emergency Calls (Priority 1, 2, 3, or 5), the number of emergency response requests within a Zone in a **one-half (1/2) hour** period exceeded; in Year 1 one (1) dispatch, and in Years 2 & 3 two (2) calls dispatches; or, in all years of this Agreement the number of emergency response ~~requests~~ dispatches in all Zones (County-wide) within a **one (1) hour** period exceeded six (6) calls.
- f. Train In the event the ambulance response was delayed by a train blocking the roadway and there was no reasonable alternative route.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

C. Operational Excellence

Acadian shall provide and manage the delivery of emergency medical services by meeting or exceeding the requirements of this agreement. This is a performance-based Agreement, not a level-of-effort contract; the terms mentioned in this Agreement should be considered baseline expectations. Acadian is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

1. Staffing

Acadian is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of the Agreement. These practices shall serve as minimal expectations:

- a. Maintain personnel certifications and ambulance provider's license(s).
- b. Ensure courteous, professional, and safe conduct of all personnel.
- c. Ensure fair and reasonable shift schedules and employment practices.
- d. Provide or purchase all in-service training of ambulance personnel.
- e. Ensure clinical performance consistent with DSHS and Medical Director Standards and implement reasonable changes accordingly.

2. Equipment

Acadian is responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of the Agreement in addition to these minimum requirements:

- a. Achieve and maintain ambulance vehicles, specifications as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care Vehicle" as published by the General Service administration, DOT Federal Specification KKK1822, in effect at time of manufacture, requirements as set forth by the Texas Department of State Health Services, and must have affixed thereto the appropriate certification(s).
- b. Equip each ambulance with all required personnel, equipment and supplies for "MICU" operations as required by the Texas Department of State Health Services and as further specified by Acadian's Medical Director.
- c. Ensure all motor vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical condition at all times, in compliance with any applicable State or Federal standards for ambulances.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- d. Ensure ambulances and transport vehicles are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures.
- e. Provide ambulance vehicles, equipment and records for inspection by representatives of the County at any time.
- f. Ensure no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired.
- g. Furnish all fuel, lubricants, repairs, and necessary supplies.
- h. Deploy types, kinds, makes and models of ambulances, other vehicles and equipment at its discretion; however County may require notification and approval for deployment of ambulances, other vehicles and equipment not in service at the outset of this agreement.
- i. Acadian, at its' sole expense, shall have in operation a Global Positioning System/Automatic Vehicle Location system on all ambulances, and integrated dispatch technologies to facilitate response and radio and communication intra-operability with the Bastrop County safety community.

3. Community Relations

Acadian is responsible for ensuring high-performance service through employing good business practices, community partnerships and customer service to fulfill the terms of the Agreement. The following are baseline expectations:

- a. Engage the public with information concerning EMS and relevant health topics focused to improve community health outcomes.
- b. Maintain and pay for internet presence, telephone listings and advertising.
- c. Maintain and support good working relationships with community based organizations.
- d. Notify the County in a timely manner of all activities, issues, and policy/procedure modifications (internal and external) that may reasonably be expected to affect (positively or negatively) the County.
- e. Ensure disaster readiness including strict compliance with the National Incident Management System (NIMS).
- f. Participate in planning, exercises, and roles as assigned in Bastrop County's Emergency Management Plan or other emergency management plans of cities and school districts within Bastrop County.
- g. Provide a supervisor to staff County EOC during EOC activations as requested.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- h. Refer all media and public information requests regarding Bastrop County operations to the County.

D. Cooperation with Public Safety Agencies

Acadian will maintain good working relationships with area law enforcement agencies, fire departments, medical First Responders, medical air transport providers and other emergency services organizations. Enter into mutually beneficial support agreements with other emergency medical providers as needed.

1. Standby Services

Acadian shall provide medical standby services as requested for public safety agencies in Bastrop County.

2. Patients in Custody of County or City

Acadian shall supply three (3) ambulance transports per month to patients in custody of the County or City at no expense to the County or City. Acadian will also provide five (5) ambulance responses with no transport services per month to patients in the County or City custody at no expense. If more patients in custody per month are transported or responded to, Acadian shall discount each transport or response for services rendered. Acadian agrees to this provision to the extent that there is no violation of any laws or statutes concerning responses and/or transportation of patients in custody of the County or City.

3. Teamwork

Acadian will demonstrate its leadership position as a high performance community healthcare provider with efforts that include:

- a. Staffing Acadian will dedicate an operations supervisor to Bastrop County. Responsibilities will include establishing and maintaining relationships with Bastrop County emergency response agencies, local hospitals, elected officials; this supervisor will be the go-to person for any needs and questions about day-to-day operations.
- b. First Responder Training Bastrop County First Responders will be invited to participate in all Acadian education sessions. Acadian will offer an annual first-responder training course and one refresher course each year to First Responder agencies. Training will be provided through the National EMS Academy, or equivalent organization, which offers a wide array of classroom and online courses. Training opportunities shall include certification training, refresher training, and continuing medical education and skills courses. Continuing medical education courses will be offered to partner agencies without charge. Additionally, Acadian will offer training on automated external defibrillators and supply a unit at no cost to the first- responder departments that request one.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- c. Medical Direction Acadian will extend medical direction from its Texas medical director to Bastrop County First Responder agencies.
- d. Clinical Experience Acadian will provide clinical experience to First Responders through ride-alongs on its ambulances on request, at no charge, provided however, that First Responders must adhere to Acadian's policies and procedures regarding such ride-alongs.
- e. Fleet Maintenance Assistance Acadian will extend the expertise of its fleet maintenance program to First Responder agencies. The Acadian maintenance technicians will help set up schedules for routine maintenance and provide professional advice as needed.
- f. Exchange of Medical Supplies Acadian will replace disposable medical supplies used by First Responder partners on scenes to which Acadian responds. If restocking cannot be done on scene, Acadian will deliver the supplies to the department's station as quickly as possible.
- g. Provision of PPE Kits Acadian will prepare and provide blood borne pathogen Personal Protection Kits to all departments that request them.
- h. National Pricing Acadian will offer purchasing assistance and savings through its bulk purchasing agreements to the County and first-responder partners.
- i. Facilities Acadian's stations will be open to First Responder organizations for training, meetings and other events.
- j. Immunizations Acadian will provide annual tuberculosis screenings and influenza vaccines at no charge to Bastrop County First Responder agencies that request them. Acadian will provide other screenings and immunizations as necessary and available for nominal fees.

E. Clinical Operations

- 1. **EMS Medical Director**
 - a. The EMS Medical Director should provide medical oversight to insure that Acadian operates within the mainstream of the local healthcare system.
 - b. At a minimum the EMS Medical Director should have appropriate training, certification and licensure; expertise in EMS systems; and expertise in the specific type of operation. The Medical Director should be a fully qualified member of Acadian's operational EMS team.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- c. The qualified EMS Medical Director and his or her designees should insure that a local standard of care is established and met. Such standards should coincide with all State of Texas statutes. This includes assuring that EMS personnel function within their defined scopes of practice, as established by their training and certification or licensure as outlined by Texas Department of State Health Services.
- d. It is Acadian's responsibility to establish mutually agreed upon compensation for the services, availability and provision of necessary materials and resources, and liability coverage for duties and actions performed with the EMS Medical Director.
- e. The EMS Medical Director shall actively participate in a County Medical Oversight Committee and/or Medical Review Board as designated by the County Commissioners Court.

2. Clinical Standards

- a. All ambulances that respond to emergency requests for service will be staffed with a minimum of one (1) EMT-Paramedic, and one (1) EMT-Basic.
- b. All response personnel shall meet the minimum education and credentialing requirements as set forth by the Texas Department of State Health Services in conjunction with the EMS Medical Director.
- c. EMT-Paramedics and Licensed Paramedics shall maintain instruction in the following:
 - (1) American Heart Association approved CPR card;
 - (2) Advanced Cardiac Life Support certification card;
 - (3) Multi-Casualty/Disaster Response: NIMS 100 and 700 course completion certificates;
 - (4) Proof of Infection Control training; and
 - (5) Proof of Emergency Vehicle Operations training.
- d. EMT-Paramedics and Licensed Paramedics shall maintain training in excess or equivalent to the following:
 - (1) Trauma life support:
 - (a) Pre-hospital Trauma Life Support, and (b) Basic Trauma Life Support.
 - (2) Pediatric emergency education program:
 - (a) Pediatric Advanced Life Support; and (b) Advanced Pediatric Life Support.
- e. Acadian may require additional levels of training and qualifications,

3. Continuous Improvement

- a. Acadian shall establish a Continuous Quality Improvement program that encompasses all aspect of the EMS operation. This should

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

include the establishment of Key Performance Indicators that are monitored as a gauge of the system's overall level of performance to Bastrop County. These should include at a minimum:

- (1) Clinical Indicators
- (2) Operation Indicators
- (3) Financial Indicators
- (4) Employee Engagement and Satisfaction Indicators
- (5) Customer Satisfaction Indicators

- b. Acadian shall periodically report status of its Continuous Quality Improvement program to the County and shall actively participate in a County Medical Oversight Committee and/or Medical Review Board as designated by the County Commissioners Court.

4. Community Involvement

Acadian shall establish a Community Involvement Program that encompasses preventing injuries and overall improvement of community health. Acadian will participate in County public health initiatives, and develop good working relationships with community healthcare providers and systems.

F. Dispatch Operations

1. Dispatch

Acadian will provide dispatch services for emergency medical care in the emergency operating area 24 hours a day, 7 days a week. Acadian will co-locate a dispatch team in the County dispatch center in the Mike Fisher Building by which to dispatch all emergency ambulance responses for the County. Acadian shall:

- a. Provide all dispatch services; a third party or sub-contractor dispatching provider will not be allowed without prior approval by the County.
- b. Receive calls for emergency ambulance service that are initially answered by Bastrop County then transferred to Acadian. Calls from the Bastrop County Call Taker may be transmitted by telephone, radio, or other means.
- c. Receive TTY/TDD communications in accordance with Americans with Disabilities Act / Department of Justice requirements.
- d. Provide professional Emergency Medical Dispatch with Priority Dispatch protocols and pre-arrival instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers.
- e. Ensure dispatch employees are IAED certified within six months of employment, and must work under the supervision of a certified EMO until the certification is attained.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- f. Utilize accepted dispatch quality assurance programs.
- g. Use automatic vehicle locating (AVL) equipment to monitor all emergency vehicles at all times.
- h. Utilize GIS software compatible with geospatial data requirements included in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and the Active Alert platform and the Active Alert platform in order to expedite responses.
- i. Use the most current map book published on behalf of Bastrop County, or equivalent.
- j. Ensure separate dispatch and field operations supervisors will be on duty at all times and will be jointly responsible for posting assignments and other adjustments to field assignments.
- k. Participate in CAD to CAD communication with PSAPs when technologically feasible.
- l. On all Priority 1 (Delta and Echo level calls as determined by EMD), if Acadians response is expected to be delayed beyond the performance criteria, Acadian must ~~dispatch~~ alert Bastrop County First Responders via text message notification, VHF tone pagers, 800 MHz radio or by notifying County Dispatch. Dispatchers, at their discretion, may also dispatch Bastrop County First Responders to Bravo and Charlie level calls.

G. Monitoring Operations

Acadian will provide ongoing monitoring of EMS for quality, efficiency and Agreement compliance. The County will monitor the performance of this Agreement for compliance and work with Acadian to develop updates or revisions to the Agreement.

- 1. Information shall be made available to the County on a timely and accurate basis and as described in **Exhibit G**.
- 2. Information provided shall be consistent with dispatch logs, run reports and other data without prior edit or adulteration.
- 3. Information will be verifiable by the County without undue or extensive effort.
- 4. Information will be accessible by the County through the use of internet access, direct software connection(s) or other state of the art retrieval technologies.
- 5. Acadian will cooperate with all reasonable requests for the County to monitor operations in Bastrop County.

H. Service Fees and Performance Incentives

So long as same is not deemed in violation of any state or federal law, rule or regulation, For each month of this Agreement, Acadian shall owe the County in Year 1

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

\$4,000, in Year 2 \$6,000, and in Year 3 \$12,000 as a Service Fee for the exclusive right to provide Emergency Medical Services to the County.

Incentives for meeting Response Time Requirements - For months in which Acadian achieves all Performance Goals in each Zone, this fee will be credited back to Acadian in full. For months when the Performance Goals are not fully met in each Zone, the County shall retain that portion of the Service Fee for non-compliance (as determined below), up to the amount of the Service Fee. Each month the balance of Service Fees not credited to Acadian will be paid to the County, as invoiced by the County. It is the objective of both Acadian and the County that Acadian achieve all Performance Goals in every Zone, every month.

1. **Performance Requirements**

Acadian and the County will monitor compliance and terms as outlined in the Agreement. Acadian will work toward achievement of all response time criteria, with the understanding that operational adjustments may need to be made throughout the year based on cyclical changes in emergency response requests. Acadian's emphasis will be toward operational efficiency and cost control measures.

Should Performance Compliance fall below the agreed Response Intervals listed in Exhibit F for any of the five Zones of service during a calendar month, Acadian will be assessed the following:

2. **Fees for Response Time Non-compliance**

- a. **Life-Threatening Emergency Requests** - For each nonexempt Response Interval non-compliance, the County will assess a fee of One Hundred Dollars (\$100) per minute, or prorated portion of a minute, over the Response Interval objective listed in Exhibit F, B, 1.
- b. **Non-Life-Threatening Emergency Requests** - For each non-exempt Response Interval non-compliance, the County will assess a fee of Fifty Dollars (\$50) per minute, or prorated portion of a minute, over the Response Interval objective listed in Exhibit F, B, 2.

3. **Calculation of Non-compliance Fees**

Fees will be calculated on each violation of the Response Interval but assessed only for violations below the 90% compliance requirement for each Zone, each month. Fees will be assessed starting with the highest dollar amount per violation, until the compliance goal percentage has been reached statistically within each Zone.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

4. Limits of Fees

If Acadian is in compliance with all terms and conditions of this Agreement, the sum of all fees assessed by the County to Acadian for noncompliance in any calendar month shall not exceed the amount of the Service Fee in Section F, Paragraph H (above). If the County has evidence of Acadian's failure to fulfill all terms and conditions of this Agreement, particularly regarding the number of dedicated MICU units to Bastrop County in Section 5.03, in any month, there is no limit on the non-compliance fees to be assessed and to be paid by Acadian for that month.

5. Use of Fees

Bastrop County, through its annual budget approved by Commissioners Court, agrees to use Service Fees received from Acadian under this Contract to support emergency medical services to the citizens of Bastrop County.

Exhibit G: Reporting

Acadian will provide operational and financial reports to the County on a recurring basis and ad-hoc as requested by the County. Reports will be used to understand the status of the County EMS system provided by Acadian, operational areas for improvement, operational excellence, and overall quality of service. This Exhibit provides current reporting requirements and guidelines, and may be updated periodically by the County as information needs change. Bastrop County Office of Emergency Management or another group designated by the County will receive, monitor, analyze reports and make recommendations to the Bastrop County Commissioners Court based on Acadian's reports.

Compliance reports are covered in Section A and B of Exhibit G. Acadian may be asked to produce other operational reports from time to time that provide insight into management, successes and challenges of operations.

A. Monthly and Quarterly Operational Reports

Metrics, data, and programs shall be reported on a quarterly basis or more frequently as requested by County or deemed necessary by Acadian.

Monthly and Quarterly reports must be submitted to the County by the 10th business day of the month following the last business day of the month or quarter. Quarterly information may focus on system quality and clinical excellence including:

- Emergency medical dispatch performance
- Review of medical communications center
- Level of staffing
- Personnel training and certification programs
- Clinical performance measures and quality improvement programs

BASTROP COUNTY – ACADIAN EMERGENCY MEDICAL SERVICES AGREEMENT

- Customer satisfaction metrics
- Community education programs
- First Responder integration
- Payer mix
- DSHS actions

B. Annual Reports

Information shall be reported on an annual basis or more frequently as requested by County or deemed necessary by Acadian. Annual report submittal dates will depend on Acadian's business cycle, but will generally occur in the first or last quarter of the calendar year. Annual information will be high-level and give an overview of Acadian Corporate operations and County EMS health. Annual information may include:

1. Operations review
2. Financial statements
3. Changes in fee schedules
4. Payer mix
5. Healthcare policy and trends impacting EMS
6. Legal action arising from, impacting or potentially impacting operations in County

C. CAD Individual Case Data Requirement

The following data elements are available for each request for service received in the County's emergency operating area. As data needs change over time, data fields may be deleted or added by the County. The County shall be able to review CAD data on a real-time basis and shall be provided a CAD data upload of individual case level data on a monthly basis and as requested

This data will form the basis of the monthly compliance reporting, including compliance percentages by Zone, and the county as a whole, if applicable.

Acadian will submit a spreadsheet or data file each month, in format(s) specified by the County, with individual record / rows for each request for service originating at a location within Bastrop County. In the event of a request for mutual aid, as much data as possible will be recorded with notes indicating mutual aid received and provider of mutual aid. The data fields available on each call and response are listed below. Those underlined shall be included in initial reports:

- Ambulance Incident #
- Internal CAD Reference (Response) #
- Call Received Method (direct 7 digit; 9-1-1; walk-up; text; etc.)
- PSAP#
- Dispatched address
- Municipality (City, village or township)

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

- Which Accountability Zone (County, City or Exurban Area)
- Latitude/longitude of dispatched address
- EMD determinant
- Initial unit assigned
- Unit re-assigned to (if applicable)
- Initial Call Status (e.g., Emergency vs. Non-Emergency)
 - Call Status Change (if applicable) • Call Status Change Date and Time (if applicable)
- Transport Flag
- Staged Flag
 - Date and Time of Call • Date and Time of Arrival at Scene Time
- Calculated Response Interval
- Patient Contact Time (if possible)
- Depart Scene Date and Time
- Arrival at Destination Date and Time
- Transfer of Care Time
- Available for New Call Date and Time
- Transport Mode (Emergency vs. Non-Emergency)
- Transport Condition Code - Primary
- Transport Condition Code - Secondary
- Transport Condition Code - Tertiary
- Exemption Suggestion Flag
- Exception Suggestion Code (for the category of exemption being suggested)
- Notes (Notes on records with missing, corrupt or otherwise excluded or to be considered for exclusion; Changes in determinant codes; etc.)
- Co-Responder/First Responder Response Information (Response Flag, Interval, etc.)

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit H: Insurance

ACADAMB-01



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503		CONTACT NAME: PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No): (337) 984-2166 E-MAIL ADDRESS: customerservice@andrus.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Specialty Insurance Company	
		INSURER B: Travelers Property Casualty Co of America	
		INSURER C: Westchester Surplus Lines / RSUI Indemnity	
		INSURER D: Arch Insurance Co. / Arch Indemnity Co.	
		INSURER E: Travelers Indemnity Co of CT	
		INSURER F:	

INSURED

Acadian Ambulance Service
 *See attached for Complete Named Insured
 P. O. Box 98000
 Lafayette, LA 70509-8000

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Include Professional ☒ Prof: Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			UFL0018186-11	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,650,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,650,000 GENERAL AGGREGATE \$ 3,300,000 PRODUCTS - COMP/OP AGG \$ EA EMPL Gen Agg \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY *Symbol 10			TC2J-CAP-5H601551-20(NEU)	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			G2197920A016 / NHA091443	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ ☒ PER STATUTE ☐ OTH-ER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WCI0519304/44WCI0519404	10/1/2020	10/1/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	AU-Ambulance (TX/TN)			TRJ-CAP-9365B696-20 TX/TN	10/1/2020	10/1/2021	CSL 5,000,000
E	AU-Ambulance (LA/MS)			HEEAP-9365B684-20 (LA/MS)	10/1/2020	10/1/2021	CSL 4,650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Symbol 10 Definition : All owned autos excluding vehicles licensed/certified by the respective state and/or local agencies as Ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means.

Ambulance Policies: Symbol 10: All owned vehicles that are licensed/certified by the respective state and/or local agencies as Ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means

See attached ACORD 101

CERTIFICATE HOLDER

CANCELLATION

County of Bastrop
 804 Pecan Street
 Bastrop, TX 78602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY Dwight Andrus Insurance		NAMED INSURED Acadian Ambulance Service *See attached for Complete Named Insured P. O. Box 98000 Lafayette, LA 70509-8000	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum to Certificate of Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

Actual Policy Forms & Endorsements Are Available Upon Request For Review

Named Insured List:

Acadian Ambulance Service, Inc
 Acadian Monitoring Services, LLC (formerly Acadian On Call, LLC)
 BSSTWO, LLC
 DIY Security, LLC
 Acadian Ambulance Service of New Orleans, LLC
 Acadian Ambulance Service of Texas, LLC
 Acadian Consolidated Campus, LLC
 Air Med Services, LLC
 Air Med Services, LLC, d/b/a Executive Aircraft Charter Service
 National EMS Academy
 Infinity Monitoring Services, Inc.
 Safety Management Systems International, LTD
 Safety Management Systems, LLC
 Safeguard Alarm Systems, LLC
 Acadian Total Security, LLC
 Acadian Ambulance Service of Tennessee LLC
 Acadian Health, LLC

Inactive Named Insureds:

Acadian Communications Company, LLC
 AIS Canada U.L.C.
 Calcasieu Medical Transportation, LLC
 LifeCare Emergency Medical Services, LLC
 Triple R Investors, LLC
 America On Watch, LLC

GL/PROF Includes:

- Additional Protected Persons Endorsements: Individuals or Organizations when required by written contract, agreement or permit, provided the written contract, agreement or permit is executed prior to the claim being made or the suit being brought, per form 02 HUS0015 00 02 07
- Waiver of Transfer of Rights of Recovery Against Others To Us,"individuals or organizations when required by written contract, provided the written contract is executed prior to the "claim" being made of the "suit" being brought.",per form 02 HML0049 00 03 07
- Contractual Liability:"Assumed in a contract or agreement that is an insured contract, provided the injury or damage occurs subsequent to the execution of the contract or agreement.",per form 02 HUS0002 00 02 07
- Coverage C - Health Care Professional Liability Umbrella Retroactive Date: 09/30/1986
- Notice of Cancellation - Certificate Holders - All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request, form 00 ML0086 00 11 10

AGENCY Dwight Andrus Insurance		NAMED INSURED Acadian Ambulance Service *See attached for Complete Named Insured P. O. Box 98000 Lafayette, LA 70509-8000	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

WC includes:

- Longshore and Harbor Workers' Compensation Act Coverage Endorsement, per form WC 00 01 06 A
- Alternate Employer Endorsement - Alternate Employer: Any person or organization where required by written contract provided such contract was executed prior to the date of loss, per form WC 00 03 01 A
- Waiver of Our Right to Recover From Others Endorsement: "Any Person or Organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to date of loss", per form WC 00 03 13
- Outer Continental Shelf Lands Act Coverage Endorsement, form WC 00 01 09 C
- Maritime Coverage Endorsement, form WC 00 02 01 B
- Description of Work: All work undertaken by you involving employees deemed to be classified as master or member of the crew of any vessels that operate on navigable waters
- Limit of Liability: Bodily Injury by Accident: \$1,000,000 each accident, Bodily Injury by Disease: \$1,000,000 aggregate
- Transportation, Wages, Maintenance, and Cure: Included
- Jones Act & Death on High Seas Included
- Notice of Cancellation - Certificate Holders (Specified Days): 30 days except 10 days for non-payment of premium; Name of Person or Organization: All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request, per form 00 ML 0087 00 11 10
- Employers Liability Coverage Endorsements: ND, WA, WY, per form WC 00 03 03 C
- Ohio Employers Liability Coverage Endorsement, per form WC 34 03 01 C

Auto (NEU) Includes:

- Blanket Additional Insured - Primary and Non-Contributory with other insurance: This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, this is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as additional insured for Covered Autos Liability Coverage, per form CA T4 74 02 16
- Blanket Waiver of Subrogation: We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract, per form CA T3 40 02 15
- Designated Entity - Notice of Cancellation/Nonrenewal Provided by Us: "Person or Organization": Any person or organization to whom you have agreed in a written contract that notice of cancellation or nonrenewal of this policy will be given: Number of Days Notice of Cancellation": Thirty (30) "Number of Days Notice of Nonrenewal": Thirty (30), form IL T4 00

Auto (TX/TN Ambulance) Policy #TRJ-CAP-9365B696-20 Includes:

- Symbol 10: All owned vehicles that are licensed/certified by the respective state and/or local agencies as Ambulances, which are designed and dedicated for transportation and medically equipped for the treatment of the sick and or injured via stretcher or other mechanical means
- Blanket Waiver of Subrogation: We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract, per form CA T3 40 02 15
- Blanket Additional Insured - Primary and Non-Contributory with other insurance: This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, this is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as additional insured for Covered Autos Liability Coverage, per form CA T4 74 02 16

AGENCY Dwight Andrus Insurance		NAMED INSURED Acadian Ambulance Service *See attached for Complete Named Insured P. O. Box 98000 Lafayette, LA 70509-8000	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum to Certificate of Insurance

Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

Auto (LA/MS Ambulance) Policy #HE-EAP-9365B684-20 Includes:

- Symbol 10 - All owned, hired and Non-owned Ambulances
- Additional Insured Endorsement: Who Is An Insured (Section II) is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance, per form UA 4000 0100
- Waiver of Transfer or Rights of Recovery Against Others To US: We waive any right of recovery we may have against any person or organization when you have agreed in a written contract to such waiver prior to loss, per form UC 5010 0100

Excess Liability Policy #G2197920A016:

- Company: Westchester Surplus Lines Insurance Company
- Limits: \$5,000,000 Occurrence, \$5,000,000 Aggregats, Excess of Underlying
- Ace Catastrophe Liability Plus Policy Following Form Excess Liability Policy, form XSC-27523a (01/15)
- Other Insurance - Non-Contributory: With respect to coverage afforded to person or organization that is an additional insured under this policy by virtue of a written insured contract signed by you prior to the occurrence for which coverage is sought, and such contract requires that this policy will apply as primary to & not contributory with all other insurance available to that additional insured, then any other insurance that is available to such additional insured will apply excess of and not contributory with this policy, per form XSC-30423 (08/10)
- Waiver of Subrogation Endorsement: In the event of any payment under our policy for a loss for which you have waived the right of recovery in a written contract entered into prior to the loss, we agree to also waive our right of recovery. This waiver shall only apply with respect to a loss occurring due to operation undertaken pursuant to the specific contract in which you waived the right of recovery, per form XSC-27405 (05/09)

Excess Liability Policy #NHA091443:

- Company: RSUI Indemnity Company
- Limits: \$15,000,000 Excess of \$5,000,000
- Commercial Excess Liability Policy, form RSG 31001 0507 Includes:
 - This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "Underlying Insurance", except:
 - (1) We will have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and
 - (2) With respect to any provisions to the contrary contained in this insurance.
- NonContributory - Amended Other Insurance: you have agreed in a written contract or agreement that the relevant policies shown in the Schedule of Underlying Insurance and subsequently this policy will apply before any other valid and collectible insurance and would not seek contribution from any other insurance available to the additional insured, per form RSG 36111 1013

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit I: Performance Security

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No. 41309315 in the sum of two hundred fifty thousand Dollars (\$250,000), on behalf of ACADIAN AMBULANCE SERVICE OF TEXAS, LLC P.O. BOX 98000, LAFAYETTE, LA 70509 in favor of BASTROP COUNTY, TEXAS for the (extended) term beginning on the 31st day of May, 2021 and ending on the 31st day of May, 2022, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of two hundred fifty thousand Dollars (\$250,000).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this March 29, 2021.

Attest

Alex LeBlanc

By:

Alex LeBlanc

Platte River Insurance Company

(Seal)

Alex LeBlanc, Attorney-in-fact (Title)

PLATTE RIVER INSURANCE COMPANY

POWER OF ATTORNEY

41419626

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----DWIGHT W. ANDRUS, III; DAVID W. ANDRUS; PEGGY A. SARGENT; ALEX LEBLANC-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such officers to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 29th day of MARCH, 20 21



Antonio Celi
Antonio Celi
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4350 FR POA, Rev. 10-2017

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Exhibit J: Terminology and Definitions

Advance Life Support (ALS)- emergency pre-hospital care that includes invasive medical acts.

Ambulance - a vehicle equipped for transporting injured or sick persons to, from or between places of treatment.

Basic Life Support (BLS) - emergency pre-hospital care that includes non-invasive medical acts.

Basic Trauma Life Support (BTLS) - trauma certification program for field personnel.

Computer Aided Dispatch (CAD) - communications system including, but not limited to, primary medical dispatch data entry and automated time stamping, 9- 1-1 data interface, demand pattern analysis, system status management, automated patient locator aids, response-time reporting and documentation, automated vehicle tracking, and automated reporting.

Consumer Price Index (CPI) - economic indicator published by the US Department of Labor, Bureau of Labor Statistics; An index measuring the change in the cost of typical wage-earner purchases of goods and services expressed as a percentage of the cost of these same goods and services in some base period.

Deployment - procedures by which ambulances are distributed throughout the service area, including the locations at which the ambulances are placed and the number of ambulances placed in service for each hour of the day and day of the week.

DOT - United States Department of Transportation.

Emergency - A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the patient's health in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part.

Emergency Medical Director - physician licensed, without restrictions, to practice medicine in the State of Texas and must have demonstrated qualifications in the field of emergency medicine; delegates authority to EMS personnel.

Emergency Medical Dispatch (EMD) - science of dispatching emergency vehicles utilizing protocols, including priority-dispatch functions, pre-arrival instructions, and other response-management functions.

Emergency Medical Services (EMS) - full spectrum of out-of-hospital care and transportation (including inter-facility transports), encompassing bystander action (e.g., citizen CPR, PAD), priority dispatch and pre-arrival instructions, co- response and rescue service, ambulance services, and medical oversight.

Emergency Medical Services Provider- a person or entity licensed by the State of Texas Department of State Health Services that uses or maintains emergency medical service vehicles, medical equipment, and emergency medical services personnel to provide emergency medical services.

Emergency Operating Area (EOA) - geographic area where market rights are awarded for emergency ambulance service responses.

Emergency Medical Technician (EMT) - an individual trained and certified to perform life support procedures.

First Responder - member of a First Responder Organization; also Medical First Responder, or Responders from other Public Safety Agencies.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

First Responder Organization - group or association of certified emergency medical services personnel that works in cooperation with a licensed emergency medical services provider to: routinely respond to medical emergency situations; utilize personnel who are EMS certified by the Texas Department of State Health Services; and provide on-scene care to ill or injured persons and does not transport patients.

Health Insurance Portability and Accountability Act (HIPPA) - federal law that ensures confidentiality of protected health information.

Mass Casualty Incident (MCI) - any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties.

Medical Supervision - direction given to emergency medical services personnel by a licensed physician.

Mobile Intensive Care Unit (MICU) - fully equipped and staffed ambulance as defined by the Texas Department of State Health Services.

Non-Emergency- scheduled or non-urgent medically necessary request for ambulance transportation.

Payer Mix - the percentage of patients transported within each major payer category: Medicare, Medicaid, commercial insurance, private pay, and other payers.

Personal Protective Equipment (PPE) - equipment designed to protect an individual from hazards such as blood borne pathogens and vehicle traffic. **Pre-**

Arrival Instructions - directions approved by a medical director and given to bystanders by certified Emergency Medical Dispatchers to help provide care to the patient until EMS providers arrive.

**BASTROP COUNTY – ACADIAN
EMERGENCY MEDICAL SERVICES AGREEMENT**

Pre-hospital Trauma Life Support (PHTLS) - training program and certifications for advanced level emergency care for trauma victims.

Quick Response Vehicle (QRV) a clearly marked Acadian vehicle staffed by a Paramedic, equipped to provide Advanced Life Support and communication with a responding Acadian ambulance.

Response Interval – the period of time between when Acadians call center receives a request for assistance, and time an appropriate response unit arrives on scene.

TDD - Telecommunication Device for the Deaf.

Time - measure of when an event occurs. Time of an event shall be measured to the day, hour, minute and second of occurrence using CAD.

TTY - Teletypewriter.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

ATTACHMENTS:

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- {X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: In accordance with Texas Government Code, Chapter 551, the Council will convene into executive session, pursuant to Section 551.072, Tex. Gov't Code (Real Property): Discuss and consider the purchase of certain real property for the City of Elgin.

DEPARTMENT: Public Works

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

ATTACHMENTS:

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- {X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Section 551.074, Texas Government Code, (Personnel Matters) to discuss executive recruitments

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:

ATTACHMENTS:

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- {X} Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.