AGENDA

CITY COUNCIL REGULAR MEETING

FEBRUARY 6, 2024 @ 6:00 PM

Notice is hereby given that the City Council for the City of Parker will meet on Tuesday, February 6, 2024 at 6:00 PM at the Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002. The City Council meeting will be open to the public and live streamed.

Pursuant to Texas Government Code § 551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at Parker City Hall, 5700 E. Parker Road, Parker, Texas. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION START TO FINISH - Pursuant to the provisions of Chapter 551, Texas Government Code the City Council may hold a closed meeting.

RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation to wit: SOAH Docket No. 582-23-01498.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

RECONVENE REGULAR MEETING.

ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

PLEDGE OF ALLEGIANCE

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

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

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

ITEMS OF COMMUNITY INTEREST

i. CANCELED/RESCHEDULED PARKS AND RECREATION COMMISSION (P&R) – CANCELED - WEDNESDAY, FEBRUARY 14, 2024, 5 PM AND RESCHEDULED TO THURSDAY, FEBRUARY 15, 2024, 5 PM

CITY FILING DEADLINE – FRIDAY, FEBRUARY 16, 2024, 5:00 PM

MARCH 5, 2024 PRIMARY ELECTION – PARKER CITY HALL

Sunday *(Domingo)*	**Monday** *(Lunes)*	**Tuesday** *(Martes)*	**Wednesday** *(Miércoles)*	**Thursday** *(Jueves)*	**Friday** *(Viernes)*	**Saturday** *(Sábado)*
February 18 No Voting *(18 de febrero) (Sin votar)*	**February 19 No Voting Holiday** *(18 de febrero) (Sin votar) (Día festive)*	**February 20 Early Voting** *(20 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 21 Early Voting** *(21 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 22 Early Voting** *(22 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 23 Early Voting** *(23 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 24 Early Voting** *(24 de febrero) (Votación adelantada)* **7 am – 7 pm**
February 25 Early Voting *(25 de febrero) (Votación adelantada)* **11 am – 5 pm**	**February 26 Early Voting** *(26 de febrero) (Votación adelantada)* **7am - 7pm**	**February 27 Early Voting** *(27 de febrero) (Votación adelantada)* **7am - 7pm**	**February 28 Early Voting** *(28 de febrero) (Votación adelantada)* **7am - 7pm**	**February 29 Early Voting** *(29 de febrero) (Votación adelantada)* **7am - 7pm**	**March 1 Early Voting** *(1 de marzo) (Votación adelantada)* **7am - 7pm**	**March 2** ***No Voting*** *(2 de marzo) (Sin votar)*

March 5, 2024 Democratic & Republican Primary Elections – Election Day – 7 am - 7 pm*

(Elecciones primarias demócratas y republicanas del 5 de marzo de 2024 – Lugares el día de las elecciones - 7 am – 7pm)*

THURSDAY, APRIL 4, 2024 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

REMINDER – MAY 4, 2024 – GENERAL ELECTION (EV AND ED INFO)

EARLY VOTING DATES AND TIMES

MONDAY, APRIL 22, 2024 – FRIDAY, APRIL 26, 2024 8 A.M. – 5 P.M.

SATURDAY, APRIL 27, 2024 8 A.M. – 5 P.M.

MONDAY, APRIL 29, 2024 – TUESDAY, APRIL 30, 2024 7 A.M. – 7 P.M.

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

1. APPROVAL OF MEETING MINUTES FOR JANUARY 16, 2024.[REGULAR MEETING]
2. APPROVAL OF MEETING MINUTES FOR JANUARY 30, 2024. [SPECIAL MEETING]
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-778 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS), A NATIONAL COOPERATIVE PURCHASING PROGRAM.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 863, CALLING AN ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024 TO ELECT A MAYOR AND TWO (2) CITY COUNCILMEMBERS AT-LARGE; PROVIDING FOR EARLY VOTING; AUTHORIZING THE MAYOR TO EXECUTE A JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING

THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2023 RACIAL PROFILING REPORT AND THE 2023 PARKER PD ANNUAL REPORT.
6. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON EITHER (1) RESOLUTION NO. 2024-775 REGARDING THE EXTENSION AND RATE INCREASE ADDENDUM TO THE LEASE AGREEMENT WITH MOBILE MODULAR MANAGEMENT CORP FOR THE MODULAR BUILDINGS PRESENTLY USED BY THE POICE DEPARTEMENT, OR (2) RESOLUTION NO. 2024-775 AUTHORIZING THE PURCHASE OF THE PREVIOUSLY LEASED MODULAR BUILDINGS FROM MOBILE MODULAR MANAGEMENT CORP AND EXECUTION OF RELATED AND NECESSARY DOCUMENTS. [POSTPONED 2023 1219; REQUEST TO RESTATE UPDATE/POSSIBLE PURCHASE 2024 0116]
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 864 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2023-2024 OPERATING BUDGET. [MODULAR BUILDING]
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING 15 GIFT BAGS DONATED BY JIMMY AND LIZ PARKER VALUED AT $40 EACH TO POLICE DEPARTMENT. (OVER $500).
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING ADVERTISING REQUEST FOR QUALIFICATIONS (RFQS) FOR ENGINEERING SERVICES.
10. DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON STREET MAINTENANCE AND ADOPTION OF RESOLUTION NO. 2024-779 AUTHORIZING AWARD OF CONTRACT AND EXECUTION OF NECESSARY AND RELATED DOCUMENTS WITH ANDERSON ASPHALT & CONCRETE PAVING, LLC TO PERFORM THE WORK DESCRIBED IN ITS PROPOSAL CONSISTENT WITH ITS COMPETITIVELY PROCURED TIPS AGREEMENT.
11. CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO OBTAIN A SCOPE OF SERVICES AND ESTIMATE OF PROBABLE COSTS FOR ENGINEERING SERVICES PERFORMED BY THE CITY'S ENGINEER, BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD.
12. CONSIDERATION AND/OR ANY APPROPRIATE ACTION FOR APPROVAL OF THE TRADE-IN SALE OF TWO FIRE ENGINES. (1994 PIERCE PUMPER ENGINE 812 AND 2001 SPARTAN PUMPER ENGINE 811).
13. DISCUSSION OF RECORDS MANAGEMENT PROGRAM
14. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-777 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE TWO POSITION EXPIRING NOVEMBER 30, 2024.

ROUTINE ITEMS

15. UPDATE(S):

    FM2551

    ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

POLICE VEHICLES

WEBSITE

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

CAPITAL IMPROVEMENT PLAN (CIP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

ANY ADDITIONAL UPDATES

QUARTERLY REPORT

Investment 4th Qtr. Report 2023

DONATION(S)

16. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between $0 - $500)

Mary Ellen Cavanaugh donated chips/fruit snacks/granola bars valued at $40 to the Police Department.

Frances B. and Hugh L. Lewis donated $25 in Memorial of former Parker City Administrator Betty McMenamy to the Fire Department.

Jerry Dorough donated $100 cash to the Fire Department.

Michael D. and Lynnette Hawkins donated $75 to the Memorial of former Parker Fire Chief Larry J. McMenamy to the Fire Department.

Linda Caballero (Craft) donated $100 to the Memorial of former Parker Fire Chief Larry J. McMenamy to the Fire Department.

FUTURE AGENDA ITEMS

17. FUTURE AGENDA ITEMS

ADJOURN

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

I certify that this Notice of Meeting was posted on or before February 2, 2024, by 5:00 p.m. at the Parker City Hall, and required by Texas Open Meetings Act (TOMA) is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed

Patti Scott Grey
City Secretary

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

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 22, 2024
Exhibits:	**None**	

AGENDA SUBJECT

CANCELED/RESCHEDULED PARKS AND RECREATION COMMISSION (P&R) – CANCELED - WEDNESDAY, FEBRUARY 14, 2024, 5 PM AND RESCHEDULED TO THURSDAY, FEBRUARY 15, 2024, 5 PM

CITY FILING DEADLINE – FRIDAY, FEBRUARY 16, 2024, 5:00 PM

MARCH 5, 2024 PRIMARY ELECTION – PARKER CITY HALL

Sunday *(Domingo)*	**Monday** *(Lunes)*	**Tuesday** *(Martes)*	**Wednesday** *(Miércoles)*	**Thursday** *(Jueves)*	**Friday** *(Viernes)*	**Saturday** *(Sábado)*
February 18 No Voting *(18 de febrero) (Sin votar)*	**February 19 No Voting Holiday** *(18 de febrero) (Sin votar) (Día festive)*	**February 20 Early Voting** *(20 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 21 Early Voting** *(21 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 22 Early Voting** *(22 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 23 Early Voting** *(23 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 24 Early Voting** *(24 de febrero) (Votación adelantada)* **7 am – 7 pm**
February 25 Early Voting *(25 de febrero) (Votación adelantada)* **11 am – 5 pm**	**February 26 Early Voting** *(26 de febrero) (Votación adelantada)* **7am - 7pm**	**February 27 Early Voting** *(27 de febrero) (Votación adelantada)* **7am - 7pm**	**February 28 Early Voting** *(28 de febrero) (Votación adelantada)* **7am - 7pm**	**February 29 Early Voting** *(29 de febrero) (Votación adelantada)* **7am - 7pm**	**March 1 Early Voting** *(1 de marzo) (Votación adelantada)* **7am - 7pm**	**March 2** ***No Voting*** *(2 de marzo) (Sin votar)*

March 5, 2024 Democratic & Republican Primary Elections – Election Day – 7 am - 7 pm*

(Elecciones primarias demócratas y republicanas del 5 de marzo de 2024 – Lugares el día de las elecciones - 7 am – 7pm)*

THURSDAY, APRIL 4, 2024 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION

NATIONAL PRESCRIPTION DRUG TAKE BACK - SATURDAY, APRIL 27, 2024, 10AM-2PM

REMINDER – MAY 4, 2024 – GENERAL ELECTION (EV AND ED INFO)

EARLY VOTING DATES AND TIMES

MONDAY, APRIL 22, 2024 – FRIDAY, APRIL 26, 2024 8 A.M. – 5 P.M.
SATURDAY, APRIL 27, 2024 8 A.M. – 5 P.M.
MONDAY, APRIL 29, 2024 – TUESDAY, APRIL 30, 2024 7 A.M. – 7 P.M.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Approved by:	Enter Text Here		
Department Head/ Requestor:	*Patti Scott Grey*	Date:	02/01/2024
City Attorney:	*Amy J. Stanphill*	Date:	02/xx/2024 via Municode
City Administrator	*Luke B. Olson*	Date:	02/ xx /2024

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 22, 2024
Exhibits:	**Proposed Minutes**	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JANUARY 16, 2024. [REGULAR MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

MINUTES

CITY COUNCIL MEETING

JANUARY 16, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:00 p.m. Mayor Pro Tem Jim Reed and Councilmembers Todd Fecht, Randy Kercho, Terry Lynch, and Amanda Noe were present.

Staff Present: City Administrator Luke Olson, Deputy City Secretary/Municipal Court Clerk Lori Newton, Finance/Human Resources Director Grant Savage, Public Works Director Gary Machado, Fire Chief Mike Sheff (arrived at 6:32 p.m.), and Police Chief Kenneth Price

EXECUTIVE SESSION - Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

Executive Session was canceled.

PLEDGE OF ALLEGIANCE

AMERICAN PLEDGE: Councilmember Todd Fecht led the pledge.

TEXAS PLEDGE: Councilmember Randy Kercho led the pledge.

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

No comments

ITEMS OF COMMUNITY INTEREST

Mayor Pettle reviewed the upcoming Community Interest items below:

CANCELED/RESCHEDULED PARKS AND RECREATION COMMISSION (P&R) – CANCELED - WEDNESDAY, FEBRUARY 14, 2024, 5 PM AND RESCHEDULED TO THURSDAY, FEBRUARY 15, 2024, 5 PM

CITY FILING DEADLINE – FRIDAY, FEBRUARY 16, 2024, 5:00 PM

PROPOSED

MARCH 5, 2024 PRIMARY ELECTION – PARKER CITY HALL

Sunday *(Domingo)*	**Monday** *(Lunes)*	**Tuesday** *(Martes)*	**Wednesday** *(Miércoles)*	**Thursday** *(Jueves)*	**Friday** *(Viernes)*	**Saturday** *(Sábado)*
February 18 No Voting *(18 de febrero) (Sin votar)*	**February 19 No Voting Holiday** *(18 de febrero) (Sin votar) (Día festive)*	**February 20 Early Voting** *(20 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 21 Early Voting** *(21 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 22 Early Voting** *(22 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 23 Early Voting** *(23 de febrero) (Votación adelantada)* **8 am – 5 pm**	**February 24 Early Voting** *(24 de febrero) (Votación adelantada)* **7 am – 7 pm**
February 25 Early Voting *(25 de febrero) (Votación adelantada)* **11 am – 5 pm**	**February 26 Early Voting** *(26 de febrero) (Votación adelantada)* **7am - 7pm**	**February 27 Early Voting** *(27 de febrero) (Votación adelantada)* **7am - 7pm**	**February 28 Early Voting** *(28 de febrero) (Votación adelantada)* **7am - 7pm**	**February 29 Early Voting** *(29 de febrero) (Votación adelantada)* **7am - 7pm**	**March 1 Early Voting** *(1 de marzo) (Votación adelantada)* **7am - 7pm**	**March 2** ***No Voting*** *(2 de marzo) (Sin votar)*

THURSDAY, APRIL 4, 2024 - LAST DAY TO REGISTER TO VOTE FOR THE MAY 4, 2024, GENERAL ELECTION

INDIVIDUAL CONSIDERATION ITEMS

1. APPROVAL OF MEETING MINUTES FOR DECEMBER 19, 2023.

MOTION: Mayor Pro Tem Reed moved to approve the December 19, 2023. Councilmember Fecht seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON 2023 PARKERFEST DONATIONS.

MOTION: Councilmember Noe moved to accept the 2023 Parkerfest Donations, as presented. Mayor Pro Tem Reed seconded with Councilmembers Fecht, Kercho, Lynch, Noe, Reed voting for the motion. Motion carried 5-0.

Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the donors and sponsors for their kind and generous donations.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-775 REGARDING THE EXTENSION AND RATE INCREASE ADDENDUM TO THE LEASE AGREEMENT WITH MOBILE MODULAR. [POSTPONED 2023 1219]

~~MOTION: Councilmember Kercho moved to purchase the Mobile Modular building, rather than extending the lease. After discussion, the motion and second were retracted due to fact that it was an improper motion and not the intended subject matter of the item posted. Motion died/failed 5-0.~~

PROPOSED

MOTION: Councilmember Kercho moved to "basically remove this item from the agenda and place it on the next agenda with an opportunity to discuss purchase thereof." Councilmember Fecht seconded. Mayor Pettle and City Administrator Olson advised Council this item did not reflect the intended subject matter of the item posted. If there was not a motion in regard to the *extension and rate increase addendum to the lease agreement with mobile modular*, there would be no motion and the item would die for lack of a motion.

City Council decided to remove the item from tonight's agenda and put the item on ***Future Agenda Items*** for additional details, review and further consideration.

4. DISCUSSION/REVIEW OF UTILITIES BUILDING.

City Council discussed the Utilities Building (also, known as "pump station building," and the "water building"). City Council directed City Administrator Olson to obtain more information on metal or modular buildings, develop cost estimates for the project, and bring the information back to City Council discussion, review and consideration.

ROUTINE ITEMS

5. UPDATE(S):

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

POLICE VEHICLES

City Administrator Olson said the vehicle on order in Belton, Texas, has been canceled, as it would be next year before it could be ready. City Council agreed to the cancelation. The other two vehicles are in the process of being equipped with police apparatus and transported to the City of Parker from Pennsylvania.

Mr. Olson said Enterprise is in the process of providing a new car chart as requested.

FM2551

City Administrator Olson and Public Works Director Machado noted work has started on FM2551 (Dillehay), but that work has been delayed due to winter weather conditions.

WEBSITE

City Administrator Olson and Deputy City Secretary/Municipal Court Clerk Newton related progress was being made on the City's website and "CivicPlus is currently working on navigation based on site results of analytics."

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

~~It was decided that two (2) subcommittees, one with two (2) City Councilmembers and another with two (2) Planning and Zoning (P&Z) Commissioners, will move the plan forward. The City Councilmembers will bring information back to City Council for input, while the P&Z Commissioners will do the same with P&Z.~~

Mayor Pettle updated everyone, stating preparation was in progress and Council decided to move forward with two (2) subcommittees, consisting of a Council subcommittee and a Planning and Zoning (P&Z) subcommittee.

CAPITAL IMPROVEMENT PLAN (CIP)

It was indicated CIP work was in progress, pending additional information from City Staff.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

PROPOSED

As previously reported, "Merits for MUD #7" was continued from November 28-30, 2023 to February 13-15, 2024.

REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING

City Administrator Olson said the RFQ is in progress and should be ready to present to City Council at the February 6, 2024 City Council meeting.

ANY ADDITIONAL UPDATES

No additional updates were noted.

MONTHLY/QUARTERLY REPORTS

City Council accepted the reports hyperlinked below:

December 2023 - Building Permit/Code Report

November/December 2023 – Court Report

November 2023 – Court Report

December 2023 – Court Report

December 2023 – Finance (monthly financials) Report

December 2023 – Police Report

DONATION(S)

6. ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between $0 - $500).

   Maryam Boroujerdi & Mohammad Massoudi donated 1 Dozen Bundtinis from Nothing Bundt Cakes value of $28 to City of Parker Staff

   Lisa Callan donated chocolates valued at $15 to the Police Department.

   Linda Ryan and Jean deLeon donated cookies valued at $17 to the Police Department.

   Pam and Allen Terrell donated an electric kettle valued at $10 to the Police Department.

   The Turrentine's donated homemade cookies valued at $10 to the Police Department.

   The Floyd Family donated cookies and donuts valued at $15 to the Police Department.

   Chip and Linda Justice donated Tiff's Treats valued at $100 to the Police Department..

   The Levy's donated chocolates valued at $30 to the Police Department.

   Mayor Pettle, on behalf of herself, City Council, and City Staff, thanked the donors for their kind and generous donations.

FUTURE AGENDA ITEMS

7. FUTURE AGENDA ITEMS

   Mayor Pettle asked if there were any items to be added to the future agenda.

   Councilmember Kercho asked that Item #3, regarding Mobile Modular building, be added with the request for additional information regarding possible purchase of

PROPOSED

the building; and he also requested Dublin Road waterline be added as soon as possible.

Hearing no additional requests, the Mayor encouraged everyone to email her any additional requests. She noted the next regularly scheduled meeting would be Tuesday, February 6, 2024.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 7:03 p.m.

APPROVED:

_____
Mayor Lee Pettle

ATTESTED:

Approved on the ____6th___ day of _____February_____, 2024.

_____
Patti Scott Grey, City Secretary

PROPOSED

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 31, 2024
Exhibits:	**Proposed Minutes**	

AGENDA SUBJECT

APPROVAL OF MEETING MINUTES FOR JANUARY 30, 2024. [SPECIAL MEETING]

SUMMARY

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

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

MINUTES

CITY COUNCIL MEETING

JANUARY 30, 2024

CALL TO ORDER – Roll Call and Determination of a Quorum

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

Mayor Lee Pettle called the meeting to order at 6:01 p.m. Mayor Pro Tem Jim Reed and Councilmembers Randy Kercho, Terry Lynch, and Amanda Noe were present. Councilmember Todd Fecht was absent.

Staff Present: City Administrator Luke Olson and City Attorney Amy J. Stanphill

EXECUTIVE SESSION - Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettle recessed the regular meeting to Executive Session at 6:02 p.m.

RECONVENE REGULAR MEETING.

Mayor Lee Pettle reconvened the meeting at 8:54 p.m.

ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.

No action was taken.

ADJOURN

Mayor Lee Pettle adjourned the meeting at 8:55 p.m.

APPROVED:

_____
Mayor Lee Pettle

ATTESTED

Approved on the 6th day of February, 2024.

_____
Patti Scott Grey, City Secretary

PROPOSED

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Attorney Stanphill and/or City Administrator Olson
Estimated Cost:	Date Prepared:	February 1, 2024
Exhibits:	1. **Proposed Resolution** 2. **ILA Exhibit A to the Resolution**	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-778 AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS), A NATIONAL COOPERATIVE PURCHASING PROGRAM.

SUMMARY

In order to participate in the cooperative purchasing program offered by Region VIII Education Service Center known as The Interlocal Purchasing System ("TIPS") and satisfy the requirements of Texas Government Code Chapter 791 for competitive procurements, an Inter Local Agreement must be executed by the parties. There is no membership fee to join TIPS to take advantage of the competitively procured goods and services. Instead, a TIP fee is added to the contract for said goods or services (i.e. 2% TIPS fee).

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

CITY OF PARKER

RESOLUTION NO. 2024-778
(Cooperative Purchase ILA, TIPS)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARKER AND REGION VIII EDUCATION SERVICE CENTER TO PARTICIPATE IN THE INTERLOCAL PURCHASING SYSTEM (TIPS), A NATIONAL COOPERATIVE PURCHASING PROGRAM, PROVIDING AN EFFECTIVE DATE, AND PROVIDING REPEALER.

WHEREAS, Texas Education Code §8.002 and Texas Government Code §§ 791.001 et seq, as amended, authorize Region VIII Education Service Center, to provide cooperative purchasing services to local governmental entities through its program known as the The Interlocal Purchasing System ("TIPS") Program; and

WHEREAS, an interlocal agreement between the City of Parker and Region VIII Education Service Center is required under Texas Government Code §§ 791.001 to satisfy competitive procurement requirements and participate in TIPS.

NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:

SECTION 1. The recitals contained in the preamble of this Resolution are incorporated into the body of this Resolution as if set out fully herein.

SECTION 2. The terms and conditions of the Agreement set forth in Exhibit A are approved.

SECTION 3. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit A, and all other necessary and related documents in connection therewith.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 6TH DAY OF FEBRUARY 2024.

Proposed

PARKER:

_____
Lee Pettle, Mayor

ATTEST:

_____
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

_____
Amy J. Stanphill, City Attorney

Proposed

EXHIBIT A

INTERLOCAL AGREEMENT

REGION VIII EDUCATION SERVICE CENTER

TIPS COOPERATIVE PURCHASING

Proposed

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

CITY OF PARKER,TX

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the **Texas Government Code § 791.003**.

This Interlocal Agreement (hereinafter the "Agreement") is effective February 6, 2024 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

CITY OF PARKER, T
Entity Name

By: _____
Lee Pettle

Title: Mayor

February 6, 2024
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: _____
Authorized Signature

Title: Executive Director Region VIII ESC

_____
Date

Public Entity Contact Information

_____
Primary Purchasing Person Name

_____
Street Address

_____
City, State Zip

_____
Telephone Number

_____
Fax Number

_____
Primary Person Email Address

_____
Secondary Person Name

_____
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey
Estimated Cost:	Date Prepared:	January 23, 2024
Exhibits:	1. Proposed Ordinance 2. Order and Notice of General Election (English/Spanish) 3. Election contract for election services with Collin County w/ cost estimate info and signature page	

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 863, CALLING AN ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024 TO ELECT A MAYOR AND TWO (2) CITY COUNCILMEMBERS AT-LARGE; PROVIDING FOR EARLY VOTING; AUTHORIZING THE MAYOR TO EXECUTE A JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

SUMMARY

TIME FOR ORDERING THE ELECTION

General election. A city must order its general election not later than the 78th day before Election Day, whether the election is held on the May or November uniform election date [Texas Election Code - ELEC § 3.005. Time for Ordering Election (c)]. For our May 4, 2024, election, that translates to February 16 as the statutory last day for ordering the election.

The ordinance authorizes the Mayor to execute a General Election contract for election services with Collin County and provides for the order and notice of the May 4, 2024, election.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

ORDINANCE NO. 863
{Calling Regular Election}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, CALLING FOR THE GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2024 TO ELECT A MAYOR AND TWO (2) CITY COUNCIL MEMBERS AT-LARGE; PROVIDING FOR EARLY VOTING; AUTHORIZING THE MAYOR TO EXECUTE A JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT WITH COLLIN COUNTY; PROVIDING FOR THE ORDER AND NOTICE OF THE ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Saturday in May, 2024, the same being the 4th day of said month, at which election all qualified voters may vote for the purpose of electing a Mayor and two (2) city council members at-large for full terms, as defined in the statutes of the State of Texas.

SECTION 2. That said election shall be held pursuant to a Joint General and Special Election Services Contract with Collin County, Texas which the Mayor is hereby authorized to execute.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same *"Official Ballot"*, on which ballot shall be printed the names of the candidates and the positions that are up for election.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Mayor or Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Secretary at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That any Mayoral or Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he/she is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for a Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 6. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. Central Standard Time on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of Mayor and Council Member, respectively.

Proposed

SECTION 7. That notice of said election shall be given by the Mayor of the City of Parker by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in the newspaper of record for the City of Parker in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 8. That the polling place for Election Day shall be as follows:

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

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

SECTION 9. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote as set forth below:

Polling Place			**Address**		**City**	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Parker City Hall			5700 E. Parker Road		Parker	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 21	*April 22* **8am – 5pm**	*April 23* **8am – 5pm**	*April 24* **8am – 5pm**	*April 25* **8am - 5pm**	*April 26* **8am - 5pm**	*April 27* **8am - 5pm**
April 28	*April 29* **7am – 7pm**	*April 30* **7am – 7pm**	*May 1*	*May 2*	*May 3*	*May 4* **7am – 7pm Election Day**

* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.
(Ciudad los electores pueden votar en cualquiera de los lugares de votación anticipada adicionales abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

SECTION 10. That, in accordance with the Joint General and Special Election Services Contract, the County Elections Administrator shall arrange for appointment, notification (including writ of election), training, and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the Early Voting Ballot Board.

SECTION 11. That the City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with this election.

SECTION 12. That the said election will be conducted in accordance with the Texas Election Code and only resident qualified voters of the City of Parker will be entitled to vote.

SECTION 13. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 5700 E. Parker Road, Parker, Texas, at the Special Council Meeting of May 14, 2024.

SECTION 14. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Proposed

SECTION 15. That all Ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provision of this Ordinance shall be and remain controlling as to the matters ordered herein.

INTRODUCED on this the _____6th____ day of ____February_____, 2024.

ADOPTED on this the _____6th __ day of _____February____, 2024.

EFFECTIVE DATE on this the ___6th __ day of _____February___, 2024.

CITY OF PARKER, TEXAS

BY: _____
LEE PETTLE, MAYOR

ATTEST:

BY: _____
PATTI SCOTT GREY,
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

BY: _____
AMY J. STANPHILL
CITY ATTORNEY

Proposed

CITY OF PARKER, TEXAS
CIUDAD DE PARKER, TEXAS

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

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

An election is hereby ordered to be held on May 4, 2024, for the purpose of electing Mayor and two (2) Councilmembers-at-large. *(Por la presente se ordena que se llevara a cabo una eleccion el 4 de Mayo de 2024 con el proposito para elegir el Alcalde y dos (2) miembro del concillo.)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on May 4, 2024, for voting in a general election, to elect a Mayor and two (2) Councilmembers-at-Large.
(Notifquese, por las presente, que las casillas electorales citados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el 4 de Mayo de 2024 para votar en la Eleccion General para elegir el Alcalde y dos (2) miembro del concillo.)

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

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

* City voters may vote at any of the additional Election Day Vote Centers open under full contract services with the Collin County Elections Administration.
(Ciudad los electores pueden votar en cualquiera de los adicionales elecciones día votación centros abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

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

Polling Place			**Address**		**City**	
Collin County Election Office (Main Early Voting Location)			2010 Redbud Blvd., #102		McKinney	
Parker City Hall			5700 E. Parker Road		Parker	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 21	*April 22* **8am – 5pm**	*April 23* **8am – 5pm**	*April 24* **8am – 5pm**	*April 25* **8am - 5pm**	*April 26* **8am - 5pm**	*April 27* **8am - 5pm**
April 28	*April 29* **7am – 7pm**	*April 30* **7am – 7pm**	*May 1*	*May 2*	*May 3*	*May 4* **7am – 7pm Election Day**

* City voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administration.
(Ciudad los electores pueden votar en cualquiera de los lugares de votación anticipada adicionales abiertos bajo contrato completo de servicios con la administración de elecciones del Condado de Collin.)*

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)

COLLIN COUNTY ELECTIONS ADMINISTRATION OFFICE
(**Name of Early Voting Clerk –Bruce Sherbet**) *(Nombre del Secretario de la Votacion En Adelantada)*

2010 REDBUD BLVD., SUITE 102, MCKINNEY, TEXAS 75069
(**Address**) *(Direccion)* (**City**) *(Ciudad)* (**Zip Code**) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on April 23, 2024.
(Las solicitudes de boletas por correo deben ser recibidas a más tardar al cierre de los negocios el)
(date) *(fecha)* : *23 abril de 2024.)*

Issued this the _____6th_____ day of ____February_____, 2024.

(Esitada este dia __6th____ de __febrero_____, 2024.)

Mayor Lee Pettle *Alcalde Lee Pettle*	Mayor Pro Tem Jim Reed *Alcaldesa Pro Tem Jim Reed*
Councilperson Todd Fecht *Firma de la Persona Del Concilio Todd Fecht*	Councilperson Randy Kercho *Firma de la Persona Del Concilio Randy Kercho*
Councilperson Terry Lynch *Firma de la Persona Del Concilio Terry Lynch*	Councilperson Amanda Noe *Firma de la Persona Del Concilio Amanda Noe*

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

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

JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND

CITY OF PARKER, TEXAS
("Participating Political Subdivision")

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 4, 2024

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1. ADMINISTRATION AND STATUTORY AUTHORITY
    a. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
    b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 4, 2024. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER
    a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
        i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
        ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
        iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his/her appointment. The presiding election judge of each vote center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
        iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
            1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
            2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be $25.00.
        v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive $15.00 per hour, each alternate judge shall receive $14.00 per hour, and each clerk shall receive $13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
    i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
    ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
    iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
    iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
        1. Equipment includes the rental of ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
        2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

c. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.
    i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
    ii. The Contracting Election Officer shall select the Early Voting polling locations and arrange for the use of each.
    iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the Early Voting dates and times and at the locations listed in Exhibit “A” attached and incorporated by reference into this Election Services Contract.
    iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
        1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
        2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
    v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.

d. The Contracting Election Officer shall select the Election Day vote centers and arrange for the use of each.
    i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the vote centers.
    ii. The Election Day vote centers are listed in Exhibit “B”, attached and incorporated by reference into this Election Services Contract.

e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Bruce Sherbet. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
    i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
    ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Texas Election Code. The Contracting Election Officer will post the required Notice of Logic and Accuracy Testing and Hash Validation.
    iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
    iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
    v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
        1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.

f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION
    a. The Participating Political Subdivision shall assume the following duties:
        i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
        ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (PDF and shape files preferred) or printed format as soon as possible but no later than Friday, February 16, 2024.
        iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
            1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, February 26, 2024, the official wording for the Participating Political Subdivision's May 4, 2024 Joint Election.
            2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

a. If the Participating Political Subdivision fails to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.

iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.

1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.

b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 29, 2024. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the "Collin County Treasury" with a note "For election services" included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.

c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.

4. COST OF SERVICES.
   a. See Exhibit "C".
   b. Note: A Participating Political Subdivision shall incur a minimum cost of $3,500.00 to conduct a joint election with the Collin County Elections Department.

5. RUNOFF ELECTIONS
   a. Each Participating Political Subdivision shall have the option of extending the terms of this contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original election.
   b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.
   c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from the May 4, 2024 Joint Election, and to conduct its drawing for ballot positions at, or immediately following, such meeting in order to expedite preparations for its Runoff Election.
   d. Each Participating Political Subdivision eligible to hold Runoff Elections after the May 4, 2024 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code, which will be Saturday, June 15, 2024.

6. GENERAL PROVISIONS
    a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's May 4, 2024 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
    b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
    c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of $75.00 and will not be liable for any further costs incurred by the Contracting Officer.
    d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____DAY OF _____2024.

_____
Bruce Sherbet, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2024

By: _____
Lee Pettle, Mayor
City of Parker, Texas

Attest: _____
Patti Scott Grey, City Secretary
City of Parker, Texas

Exhibit A *(Anexo A)* **Collin County** *(Condado de Collin)*

May 4, 2024 Joint General and Special Election - Early Voting Locations, Dates and Hours
(4 de mayo de 2024 Elección general y especial conjunta - Lugares de Votación Temprana, Fechas y Horas)

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 4, 2024) may vote at any Early Voting location.
(*Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 4 de mayo de 2024 pueden votar en cualquier lugar de votación anticipada.)*

Sunday *(Domingo)*	**Monday** *(Lunes)*	**Tuesday** *(Martes)*	**Wednesday** *(Miércoles)*	**Thursday** *(Jueves)*	**Friday** *(Viernes)*	**Saturday** *(Sábado)*
April 21 No Voting *(21 de abril) (Sin votar)*	**April 22 Early Voting** *(22 de abril) (Votación adelantada)* **8 am – 5 pm**	**April 23 Early Voting** *(23 de abril) (Votación adelantada)* **8 am – 5 pm**	**April 24 Early Voting** *(24 de abril) (Votación adelantada)* **8 am – 5 pm**	**April 25 Early Voting** *(25 de abril) (Votación adelantada)* **8 am – 5 pm**	**April 26 Early Voting** *(26 de abril) (Votación adelantada)* **8 am – 5 pm**	**April 27 Early Voting** *(27 de abril) (Votación adelantada)* **8 am – 5 pm**
April 28 No Voting *(28 de abril) (Sin votar)*	**April 29 Early Voting** *(29 de abril) (Votación adelantada)* **7am - 7pm**	**April 30 Early Voting** *(30 de abril) (Votación adelantada)* **7am - 7pm**	**May 1** ***No Voting*** *(1 de mayo) (Sin votar)*	**May 2** ***No Voting*** *(2 de mayo) (Sin votar)*	**May 3** ***No Voting*** *(3 de mayo) (Sin votar)*	**May 4 Election Day** *(4 de mayo) (Día de elección)* **7am - 7pm**

Polling Location *(Lugar de Votación)*	**Room Name** *(Nombre de la habitación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
Collin County Elections (Main Early Voting Location)	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75002
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 W. School St.	Blue Ridge	75424
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Collin College Celina Campus	Classroom CEC110	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035
Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium C Square	2200 University Dr.	McKinney	75071

Polling Location *(Lugar de Votación)*	**Room Name** *(Nombre de la habitación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
Collin College Plano Campus	Atrium D Square	2800 E. Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Davis Library	Programs Room	7501-B Independence Pkwy.	Plano	75025
First Baptist Church Richardson	Activities Center	1001 N. Central Expy.	Richardson	75080
Frisco Fire Station #5	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #8	Training Room	14700 Rolater Rd.	Frisco	75035
Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
McKinney Fire Station #5	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #7	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #9	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Fire Station #10	Community Room	1150 Olympic Crossing	McKinney	75071
Melissa City Hall	Municipal Court Room, 1st Floor	3411 Barker Ave.	Melissa	75454
Michael J. Felix Community Center	Rooms A and B	3815-E Sachse Rd.	Sachse	75048
Murphy Community Center	Homer and Marie Adams Rooms	205 N. Murphy Rd.	Murphy	75094
Old Settler's Recreation Center	North Multi-Purpose Room	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002
Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Plano ISD Administration Center	Lobby	2700 W. 15th St.	Plano	75075
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Steven and Judy Deffibaugh Community Center	Main Lobby	416 N. 4th St.	Princeton	75407

Polling Location *(Lugar de Votación)*	**Room Name** *(Nombre de la habitación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
Terry Pope Administration Building	Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Game Room C	8300 McKinney Rd.	Frisco	75034
Wylie Senior Recreation Center	Dining Room	800 Thomas St. #100	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elections webpage at www.collincountytx.gov/elections.**
*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 23, 2024, to:
(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 23 de abril de 2024 para:)

Bruce Sherbet, Early Voting Clerk
2010 Redbud Blvd. Suite 102
McKinney, Texas 75069
972-547-1900
www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 23, 2024. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)

(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 23 de abril de 2024. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007).)

Fax *(Fax)* **– 972-547-1996**
Email *(Correo electrónico)* **– absenteemailballoting@collincountytx.gov**

Exhibit B *(Anexo B)* **Collin Coun**

Election Day Vote Centers for the May 4, 2024 Joint General and Special Election – 7 am - 7 pm*
(Centros de votación del día de las elecciones para las Elección generale y especial conjunta del 4 de mayo de 2024 – 7 am – 7pm)*

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before May 4, 2024) may vote at any Election Day location.
(*Nota importante: Los votantes registrados elegibles del Condado de Collin (con una fecha efectiva de registro en o antes del 4 de mayo de 2024 puede votar en cualquier lugar el día de las elecciones.)*

Polling Location *(Lugar de Votación)*	**Room Name** *(Nombre de la habitación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	**Zip Code** *(Código postal)*
Allen ISD Service Center	Main Lobby	1451 N. Watters Rd.	Allen	75002
Allen Municipal Courts Facility	Community Room	301 Century Pkwy.	Allen	75013
Anna Municipal Complex	Lobby	120 W. 7th St.	Anna	75409
Blue Ridge ISD Administration Building	Board of Trustees Board Room	318 W. School St.	Blue Ridge	75424
Carpenter Park Recreation Center	South Lobby	6701 Coit Rd.	Plano	75024
Collin College Celina Campus	Classroom CEC110	2505 Kinship Pkwy.	Celina	75009
Collin College Farmersville Campus	Atrium	501 S. Collin Pkwy.	Farmersville	75442
Collin College Frisco Campus	Building J, Room 113	9700 Wade Blvd.	Frisco	75035
Collin College Higher Education Center	Atrium	3452 Spur 399	McKinney	75069
Collin College McKinney Campus	Atrium C Square	2200 University Dr.	McKinney	75071
Collin College Plano Campus	Atrium D Square	2800 E. Spring Creek Pkwy.	Plano	75074
Collin College Wylie Campus	Lobby	391 Country Club Rd.	Wylie	75098
Collin County Elections	Voting Room	2010 Redbud Blvd., Suite 102	McKinney	75069
Davis Library	Programs Room	7501-B Independence Pkwy.	Plano	75025
Fairview Town Hall	Council Chambers	372 Town Pl.	Fairview	75069
First Baptist Church Richardson	Activities Center	1001 N. Central Expy.	Richardson	75080
Frisco Fire Station #5	Training Room	14300 Eldorado Pkwy.	Frisco	75035
Frisco Fire Station #8	Training Room	14700 Rolater Rd.	Frisco	75035
Gay Library	Meeting Room	6861 W. Eldorado Pkwy.	McKinney	75070
Lavon City Hall	Gymnasium	120 School Rd.	Lavon	75166

Polling Location *(Lugar de Votación)*	**Room Name** *(Nombre de la habitación)*	**Address** *(Dirección)*	**City** *(Ciudad)*	*(Código postal)*
Lovejoy ISD Administration Building	Portable #1 Training Room	259 Country Club Rd.	Allen	75002
Lucas Community Center	Community Room	665 Country Club Rd.	Lucas	75002
McKinney Fire Station #5	Community Room	6600 Virginia Pkwy.	McKinney	75071
McKinney Fire Station #7	Community Room	861 Independence Pkwy.	McKinney	75072
McKinney Fire Station #9	Community Room	4900 Summit View Dr.	McKinney	75071
McKinney Fire Station #10	Community Room	1150 Olympic Crossing	McKinney	75071
Melissa City Hall	Municipal Court Room, 1st Floor	3411 Barker Ave.	Melissa	75454
Michael J. Felix Community Center	Rooms A and B	3815-E Sachse Rd.	Sachse	75048
Murphy Community Center	Homer and Marie Adams Rooms	205 N. Murphy Rd.	Murphy	75094
New Hope Town Hall	Council Chambers	121 Rockcrest Rd.	New Hope	75071
Old Settler's Recreation Center	North Multi-Purpose Room	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	Council Chambers	5700 E. Parker Rd.	Parker	75002
Parr Library	Programs Room	6200 Windhaven Pkwy.	Plano	75093
Plano ISD Administration Center	Lobby	2700 W. 15th St.	Plano	75075
Prosper Town Hall	Community Room	250 W. First St.	Prosper	75078
Renner Frankford Branch Library	Programs Room	6400 Frankford Rd.	Dallas	75252
Steven and Judy Deffibaugh Community Center	Main Lobby	416 N. 4th St.	Princeton	75407
Terry Pope Administration Building	Board Room	611 N. FM 1138	Nevada	75173
The Grove at Frisco Commons	Game Room C	8300 McKinney Rd.	Frisco	75034
UTD Callier Clinical Research Center	Lobby	811 Synergy Park Blvd.	Richardson	75080
Wylie Senior Recreation Center	Dining Room	800 Thomas St. #100	Wylie	75098

***Polling locations are subject to change. For the most current list of locations, please visit the Elect**
www.collincountytx.gov/elections.
*(*Los lugares de votación están sujetos a cambios. Para obtener la lista más actualizada de ubicaciones, visite la página web de Elecciones en www.collincountytx.gov/elections.)*

Applications for ballot by mail may be mailed and must be received no later than the close of business on April 23, 2024, to:
(Las solicitudes de boleta por correo pueden enviarse por correo y deben recibirse a más tardar el 23 de abril de 2024 para:)

Bruce Sherbet, Early Voting Clerk
2010 Redbud Blvd. Suite 102
McKinney, Texas 75069
972-547-1900
www.collincountytx.gov

Applications for ballot by mail may also be faxed or emailed and must be received no later than the close of business on April 23, 2024. For an application for ballot by mail submitted by telephonic facsimile machine or electronic transmission to be effective, the hard copy of the application must also be submitted by mail and be received by the early voting clerk not later than the fourth business day after the transmission by telephonic facsimile machine or electronic transmission is received. (Texas Election Code 84.007)
(Las solicitudes de boleta por correo también pueden enviarse por fax o correo electrónico y deben recibirse antes del cierre de operaciones el 23 de abril de 2024. Para que una solicitud de boleta por correo enviada por máquina de fax o transmisión electrónica sea efectiva, la copia impresa de la solicitud también debe presentarse por correo y ser recibida por el secretario de votación anticipada a más tardar el cuarto día hábil posterior a la recepción de la transmisión por fax o máquina electrónica de fax. (Código Electoral de Texas 84.007).)

Fax *(Fax)* **– 972-547-1996**
Email *(Correo electrónico)* **– absenteemailballoting@collincountytx.gov**

Collin County Election Services
May 4, 2024 Joint Election

City of Parker

Registered Voters					4,590
Percentage					0.3143003%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Early Voting by Mail					
Kits - Mail Ballots		4,000	$ 1.15	$ 4,600.00	$ 14.46
Postage		4,000	$ 0.88	$ 3,520.00	$ 11.06
Paper Ballot Printing Services		0	$ 0.31	$ -	$ -
Paper Ballot Shipping (per box)		0	$ 30.00	$ -	$ -
Ballot Stock - BOD		4,000	$ 0.12	$ 480.00	$ 1.51
Category Subtotal				$ 8,600.00	$ 27.03
General Election Expenses					
Mileage			Per Election	$ 500.00	$ 1.57
Van / Car Rental		9 vans for 6 weeks @ $650 per week	Per Election	$ 35,100.00	$ 110.32
Election Night Receiving Cover			Per Election	$ 3,167.80	$ 9.96
Polling Place Rental			Per Election	$ 20,000.00	$ 62.86
Notice of Election			Per Election	$ 9,700.00	$ 30.49
Security - EV			Per Election	$ 2,000.00	$ 6.29
Security - ED including Traffic Control			Per Election	$ 2,000.00	$ 6.29
Early Voting Ballot Board			Per Election	$ 13,869.00	$ 43.59
FICA - Election Workers		$ 430,718.00	Per Election	$ 32,949.93	$ 103.56
County Employee/IT Overtime - EV/ED			Per Election	$ 30,000.00	$ 94.29
Process Pollworker Checks - EV	38	304	$ 1.50	$ 456.00	$ 1.43
Process Pollworker Checks - ED	45	360	$ 1.50	$ 540.00	$ 1.70
Drayage Per Location - ED	45	90	$ 202.00	$ 18,180.00	$ 57.14
Drayage Per Location - EV	38	76	$ 202.00	$ 15,352.00	$ 48.25
Category Subtotal				$ 183,814.73	$ 577.73
Programming					
Coding Services			25 Days	$ 70,000.00	$ 220.01
Balotar Programming			Per Election	$ 1,250.00	$ 3.93
Category Subtotal				$ 71,250.00	$ 223.94
Early Voting by Personal Appearance					
Election Judge OT - EV (with OT)			$ 15.00	$ 45,980.00	$ 144.52
Alternate Judge OT - EV (with OT)			$ 14.00	$ 42,978.00	$ 135.08
Clerk OT - EV (6 per location, with OT)			$ 13.00	$ 234,156.00	$ 735.95
ES&S Support Staff / Field Techs - EV			40 Days	$ 121,500.00	$ 381.87
Equipment Assembly - EV	38	38	$ 50.00	$ 1,900.00	$ 5.97
Category Subtotal				$ 446,514.00	$ 1,403.39
Election Day and Tabulation					
Election Day/Post Election Vendor Support			15 Days	$ 43,200.00	$ 135.78
Notice of Inspection/Tabulation Test			Per Election	$ 1,500.00	$ 4.71
Category Subtotal				$ 44,700.00	$ 140.49

City of Parker

Registered Voters	4,590
Percentage	0.3143003%

Category	Estimated Polling Locations	Estimated Units or Description	Cost Per Unit	Estimated Election Expenses	Estimated Entity Expenses
Supply Cost					
Ballots - Card Stock ExpressVote - EV		60,000	$ 0.14	$ 8,100.00	$ 25.46
Ballots - Card Stock ExpressVote - ED		30,000	$ 0.14	$ 4,050.00	$ 12.73
Test Ballots		3,000	$ 0.14	$ 420.00	$ 1.32
Kits - ED	38	38	$ 51.00	$ 1,938.00	$ 6.09
Kits - EV	45	45	$ 19.00	$ 855.00	$ 2.69
Kits - Provisional EV	38	38	$ 48.35	$ 1,837.30	$ 5.77
Kits - Provisional ED	45	45	$ 38.10	$ 1,714.50	$ 5.39
Polling Place Maps - EV	38	38	$ 25.00	$ 950.00	$ 2.99
Polling Place Maps - ED	45	45	$ 25.00	$ 1,125.00	$ 3.54
Signs Metal (5 per location)	83	415	$ 5.00	$ 2,075.00	$ 6.52
Signs Wood	83	83	$ 2.00	$ 166.00	$ 0.52
Ballot Card Stock - Provisional - EV (50 PL)	38	1,900	$ 0.21	$ 389.50	$ 1.22
Ballot Card Stock - Provisional - ED (50 PL)	45	2,250	$ 0.16	$ 360.00	$ 1.13
Ballots - Sample - All Packs	0	0	Per Election	$ 3,000.00	$ 9.43
Printer Labels - EV (1 roll per location)	38	152	$ 6.97	$ 1,059.44	$ 3.33
Printer Labels - ED (1 roll per location)	45	90	$ 6.97	$ 627.30	$ 1.97
Category Subtotal				$ 28,667.04	$ 90.10
Equipment					
Cabinet Security - EV	38	52	$ 200.00	$ 10,400.00	$ 32.69
Cabinet Security - ED	45	59	$ 200.00	$ 11,800.00	$ 37.09
Computer Cabinet - EV	38	38	$ 50.00	$ 1,900.00	$ 5.97
DS200 Ballot Counter - EV	38	52	$ 350.00	$ 18,200.00	$ 57.20
DS200 Ballot Counter - ED	45	59	$ 350.00	$ 20,650.00	$ 64.90
ExpressVote - EV (9 per location)	38	468	$ 200.00	$ 93,600.00	$ 294.19
Expres Vote - ED (9 per location)	45	531	$ 200.00	$ 106,200.00	$ 333.79
ExpressTouch - EV	38	52	$ 200.00	$ 10,400.00	$ 32.69
ExpressTouch - ED	45	59	$ 200.00	$ 11,800.00	$ 37.09
Category Subtotal				$ 284,950.00	$ 895.60
Personnel					
Election Judge - ED			$ 15.00	$ 13,950.00	$ 43.84
Alternate Election Judge - ED			$ 14.00	$ 13,095.00	$ 41.16
Clerk - ED (6 per location)			$ 13.00	$ 66,690.00	$ 209.61
Category Subtotal				$ 93,735.00	$ 294.61
Election Expense				**$ 1,162,230.77**	**$ 3,652.89**
Cost (minimum)					$ 3,652.89
10% Administrative Fee					$ 365.29
Total Cost					$ 4,018.18
90% deposit due Friday, March 29, 2024					**$ 3,616.37**

Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey for Parker Police Chief Kenneth Price
Estimated Cost:		Date Prepared:	January 23, 2024
Exhibits:	1. 2023 Parker PD Racial Profiling Report 2. 2023 Parker PD Annual Report		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION, ACCEPTING THE 2023 RACIAL PROFILING REPORT AND THE 2023 PARKER PD ANNUAL REPORT.

SUMMARY

Please review the attached 2023 Racial Profiling Report. By reporting this information to the City Council and the Texas Commission on Law Enforcement (TCOLE) this will fulfill the totality of our obligation as required by the Texas Code of Criminal Procedure and State House Bill 3389. Should City Council have any questions, suggestions or in need of any clarification, please contact Chief Kenny Price. Chief Price also included the 2023 Parker PD Annual Report for your review. This is the fifth year of a five-year annual report project to provide Council with a long-range statistical tool for identifying trends in police reported activity and to highlight yearly accomplishments.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	*Kenneth Price*	Date:	02/01/2024
Interim City Attorney:	*Amy J. Stanphill*	Date:	02/xx/2024 via Municode
City Administrator:	*Luke B. Olson*	Date:	02/ xx /2024

Parker Police Department

2023 RACIAL PROFILING REPORT

February 2023

Parker Police Department

Kenneth Price

Chief of Police

In compliance with the Sandra Bland Act

Introduction

Message to the Parker City Council

February 06, 2024
Parker City Council
5700 East Parker Road
Parker, Texas 75002

Honorable Mayor and Distinguished Members of the City Council,

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

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

The last section of this report includes statistical data relevant to contacts made during motor vehicle stops and following the law, between 01/01/2023 and 12/31/2023. In addition, this section contains the TCOLE Tier 2 form, which is required to be submitted to the governing body of this organization by March 1st of each year. The data in this report has been analyzed and compared to data derived from the final analysis and recommendations are also included in this report. The findings in this report serve as evidence of the Parker Police Department's commitment to comply with the Racial Profiling Law.

As the Council is aware this report has been prepared by a vendor for the last several years. This document is the third report prepared by Department members since 2016. Please take the time to review the information contained in this report to ensure, in your opinion, that the City of Parker is meeting the spirit of the law intended to ensure the Parker Police Department is not engaged in racial profiling practices.

Sincerely,

Kenneth Price
Chief of Police

Table of Contents

Introduction

Letter to City Council 3
Table of Contents 4

Responding to the Law

Public Education and Filing Compliments or Complaints 7
Racial Profiling Course Number 3256 9
Reports on Compliments and Racial Profiling Complaints 33
Tier 2 Data (Includes Tables) 35

Analysis and Interpretation of Data

Tier 2 Motor Vehicle-Related Contact Analysis and Comparative Analysis 46
Summary of Findings 67
Checklist 69

Legislative and Administrative Addendum

TCOLE Guidelines 72
Texas Law on Racial Profiling 78
Modifications to the Original Law 86
Racial and Ethnic Designations 96
The Sandra Bland Act 98
Parker Police Department Racial Profiling Policy 115

Responding to the Law

Public Education
and
Filing Compliments or Complaints

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

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

The police department made available, in the lobby area, at the municipal courts, and on its website, information relevant to filing a compliment or complaint on a racial profiling violation by a Parker 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 current policies and the complaint processes relevant to racial profiling.

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

The satisfactory completion of the racial profiling training by the sworn personnel of the Parker Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course
Number 3256

Racial Profiling

COURSE # 3256

APRIL 2021

Revised 06/28/2023

ABSTRACT

This instructor resource guide (IRG) is designed to provide the instructor with the learning objectives and teaching steps needed to construct a complete and effective lesson plan. By itself the IRG is not a lesson plan but is a guide for the instructor to build on and may be used as a student handout as well.

This IRG is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074. In 2001, the 77th Texas Legislature passed S.B. 1074 in an attempt to address racial profiling by law enforcement officers. On June 19, 2009, during the 81st Regular Session, House Bill 3389 was signed by the Governor of Texas and became effective on September 1, 2009. HB 3389 changed the racial profiling data collection and reporting requirements for Texas law enforcement agencies. Among other changes, HB 3389 required law enforcement agencies to: (1) alter their data collection procedures and methods beginning in 2010, and (2) report such data electronically to the Texas Commission on Law Enforcement (TCOLE) using a mandatory format defined by the department's Tier classification. In the 85th Texas Legislature, HB 2702 made further changes to the racial profiling data collection requirements and reporting. During the 85th legislative session in 2017, Senate Bill 1849 (the Sandra Bland Act) was signed into law. This act strengthened Texas' racial profiling law and ensured the Texas collections' robust, clear, and accurate. All of these bills are consolidated in statute in the Texas Code of Criminal Procedure Articles 2.131 through 2.138.

Note to Trainers: It is the responsibility of the training coordinator to ensure this curriculum and its materials are kept up to date. Refer to curriculum and legal resources for changes in subject matter or laws relating to this topic as well as the Texas Commission on Law Enforcement website at www.tcole.texas.gov for edits due to course review.

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.

Target Population: Licensed law enforcement personnel in Texas.

Student Prerequisites:

- None

Instructor Prerequisites:

- Certified TCOLE Instructor and documented knowledge/training in course subject matter OR
- Documented subject matter expert

Length of Course: 4 hours, minimum

Equipment:

- None

Training Delivery Method(s):

- Online
- Instructor-led, classroom-based
- Instructor-led, virtual classroom

Method(s) of Instruction:

- Lecture
- Discussion
- Demonstration
- Practical exercise
- Scenarios

Facility Requirements:

- Standard classroom

Assessment: Assessment is required for completion of this course to ensure the student has a thorough comprehension of all learning objectives. Training providers are responsible for assessing and documenting student mastery of all objectives in this course.

In addition, the Commission highly recommends a variety of testing/assessment opportunities throughout the course which could include: oral or written testing, interaction with instructor and students, case study and scenario, and other means of testing student's application of the skills taught as the instructor or department deems appropriate.

Unless otherwise indicated, the minimum passing score shall be 70%.

Reference Materials:

- 77 Legislation (2001) SB 1074
- 81 Legislation (2009) HB 3389.
- 85 Legislation (2017) SB 1849
- Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001.
- TCOLE New Racial Profiling Format. Accessed April 2021. < https://www.tcole.texas.gov/sites/default/files/documents/Full%20Reporting.pdf >
- TCOLE Racial Profiling Report Procedures. Accessed April 2021. <https://www.tcole.texas.gov/content/racial-profiling-reports>
- Texas Code of Criminal Procedure
- Texas District & County Attorneys Association, Getting Evidence from Cars, 2018. Accessed August 2020. <https://www.tdcaa.com/journal/getting-evidence-from-cars/>
- Texas District & County Attorneys Association, V. Basis for Vehicle Stop-Legal Standard. Accessed August 2020. <https://www.tdcaa.com/resources/dwi/jessica-fraziers-dwi-case-law/v-basis-for-vehicle-stop-legal-standard/>
- Texas Transportation Code
- Texas Chiefs of Police Association (TCPA), Texas Law Enforcement Agency Best Practices Program Standards Manual. https://www.texaspolicechiefs.org/getting-started-with-recognition

Racial Profiling

Learning Objectives

Racial Profiling and The Law

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

Learning Objective: The student will be able to write the adopted department policy on racial profiling.

Learning Objective: The student will be able to explain Supreme Court decisions and other court decisions regarding traffic stops and prohibited racial profiling.

Racial Profiling and The Community

2.1 **Learning Objective**: The student will be able to explain the legal, ethical, and moral responsibilities against racial profiling.

2.2 **Learning Objective**: The student will be able to identify logical and social arguments against racial profiling.

Racial Profiling Versus Reasonable Suspicion

3.1 **Learning Objective:** The student will be able to identify elements of typical racially-motivated traffic stops.

3.2 **Learning Objective:** The student will be able to list the elements of legal contact with drivers and occupants of vehicles.

3.3 **Learning Objective:** The student will be able to describe the various basis for vehicle stops based on the legal standard.

3.4 **Learning Objective:** The student will be able to list the valid searches and seizures without warrants.

Racial Profiling

UNIT 1. Racial Profiling and The Law

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

INSTRUCTOR NOTE: Refer to Racial Profiling Requirements at Appendix A: Law Requirements.

Code of Criminal Procedure	
Art. 3.05	Racial Profiling.
Art. 2.131	Racial Profiling Prohibited.
Art. 2.132	Law Enforcement Policy on Racial Profiling.
Art. 2.133	Reports Required for Motor Vehicle Stops.
Art. 2.134	Compilation and Analysis of Information Collected.
Art. 2.136	Liability.
Art. 2.137	Provision of Funding or Equipment.
Art. 2.138	Rules.
Art. 2.1385	Civil Penalty.
Education Code	
Sec. 96.641 (a) (k)	Initial Training and Continuing Education for Police Chiefs and Command Staff.
Occupations Code	
Sec. 1701.253 (c) (h)	School Curriculum.
Sec. 1701.402 (e)	Proficiency Certificates.
Transportation Code	
Sec. 543.202 (a)	Form of Record.

The student will be able to write the adopted department policy on racial profiling.

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. Officer non-liability

I. Funding

J. Training in racial profiling

1. Police chiefs
2. All holders of intermediate certificate

INSTRUCTOR NOTE: Share, review, and discuss the following information with the students.

- Appendix B: Sample General Order (Texas Police Chiefs Association Best Practices)

  Note: Please have students review the format and if their agency is currently capturing the new data points, please review their 2019 Racial Profiling Report. This new data is required to be collected for all traffic stops beginning January 1, 2021, and will be required for all future Racial Profiling reports. The new report can be found in their agency's TCLEDDS account.

The student will be able to explain Supreme Court decisions and other court decisions regarding traffic stops and prohibited racial profiling.

A. Supreme court cases

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

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

B. Other cases

- Pennsylvania v. Mimms, 434 U.S. 106, 98 S. Ct. 330 (1977)
- Maryland v. Wilson, 519 U.S. 408, 117 S. Ct. 882 (1997)
- Graham v. State, 119 Md. App 444, 705 A.2d 82 (1998)
- Pryor v. State, 122 Md. App. 671 (1997), cert. denied 352 Md. 312, 721 A.2d 990 (1998) (other citations omitted)
- Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
- New York v. Belton, 453 U.S. 454 (1981)

C. Recent cases

- Brendlin v. California, 551 U.S. 249, 127 S. Ct. 2400 (2007)
- Virginia v. Moore, 553 U.S. 164, 128 S. Ct. 1598 (2008)
- Arizona v. Johnson, 555 U.S. 323, 129 S. Ct. 781 (2009)

INSTRUCTOR NOTE: Review select court decisions on traffic stops (Review rule, read facts, discuss issue, and Interpret conclusion.) You can find resource on LexisNexis.

UNIT 2. Racial Profiling and The Community

2.1 The student will be able to explain the legal, ethical, and moral responsibilities against racial profiling.

A. Declaration of Independence

B. Fourth Amendment

C. U.S. Constitution Preamble

D. Pledge of Allegiance

E. Texas Constitution (Article 1. Bill of Rights, Section 9. Search and Seizure)

F. Holy Bible

2.2 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 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 believe 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.

Racial profiling is wrong and will not be tolerated: Racial profiling sends the dehumanizing message to our citizens that they are judged by the color of their skin and harms the criminal justice system by eviscerating the trust necessary for law enforcement to effectively protect our communities.

Police cannot ascribe certain behavior traits to a person or a group merely on the basis of their race or ethnic background. If police action is taken, it must be because the person in question has violated a law, not because he or she is of a particular race, ethnicity, or gender. Police can only intervene on the basis of what people do, not on what they look like.

SCENARIO: A police officer parked on the side of a highway notices that nearly all vehicles are exceeding the posted speed limit. The officer's attention is immediately drawn to an older SUV travelling slower than the other vehicles on the highway yet at the posted speed limit. Contained within this SUV are 4 young bearded Middle Eastern men each wearing a "Keffiyeh" (arabic headdress). The officer initiates a traffic stop based on only a "feeling" as a pretext to further investigate. Would this situation be considered, "racial profiling?"

INSTRUCTOR NOTE: Student must articulate that in connection with an initiative to prevent terrorist activity, law enforcement authorities may not target members of any particular race or religion as suspects based on a generalized assumption that members of that race or religion are more likely than non- members to be involved in such activity.

INSTRUCTOR NOTE: Display one (or both) of the following TEDx Talks videos on YouTube as applicable.

- How Racial Profiling Hurts Everyone, Including the Police (10:37) https://www.youtube.com/watch?v=LCX_Th-IjjE
- Policing the Bridge (8:32) https://www.youtube.com/watch?v=lz7fva4OQzo

UNIT 3. Racial Profiling Versus Reasonable Suspicion

3.1 The student will be able to identify elements of typical racially-motivated traffic stops.

A. Definition

Racial Profiling: a law enforcement-initiated action based solely on an individual's race, ethnicity, and/or national origin, rather than on the individual's behavior and/or information tending to identify the individual as having engaged in criminal activity.

B. Examples of racial profiling include, but are not limited to, the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding, solely because of the cited driver's race, ethnicity, or national origin.

2. Stopping or detaining the driver of a vehicle solely based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possess that specific make or model of vehicle.

3. Stopping or detaining a person solely based on the determination that a person of that race, ethnicity, or national origin does not belong in a specific geographic area or a specific place.

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.)

3.2 The student will be able to list the elements of legal contact with drivers and occupants of vehicles.

A. Voluntary encounter: no suspicion

B. Temporary detention "Terry Stop": **Reasonable suspicion required**

1. Theories for stop

a. Traffic Violations

b. "Pretext" Stops

c. Community Caretaking

d. Citizen Calls

e. Roadblocks/checkpoints

2. Temporary detention options

a. Detain individual for a reasonable period of time to satisfactorily account for his activity

b. Interview (No "Miranda Warning" is required)

c. Make reasonable investigative inquiries, i.e., request identity, reason for being in area, explanation of suspicious conduct

d. Seek consent for pat down or search

e. Transport detainee to possible crime scene

C. Arrest: Probable cause required

Reasonable Suspicion ≠ Probable Cause

1. Reasonable Suspicion

a. An officer can briefly detain an individual or make a traffic stop if there is reasonable suspicion a person committed a crime, is currently committing a crime, or plans to engage in criminal activity—based on certain facts or circumstances. Having a gut feeling or a hunch does not qualify as reasonable suspicion.

b. There must be reasonable suspicion in any type of criminal case, including traffic offenses and driving while intoxicated (DWI). Examples of actions that may establish reasonable suspicion to stop someone for DWI who is driving include:

1. weaving,

2. frequent braking,

3. drifting between lanes,

4. driving without headlights at night

5. following too closely (tailgating)

6. slow response to traffic or officer's signals

2. Probable Cause

a. An officer can make an arrest or conduct a search or seizure if probable cause is established. To prove probable cause, law enforcement must demonstrate there are facts or evidence that would lead a reasonable person to believe that a crime has been committed, is being committed, or will be committed in the future.

b. Making an illegal turn, having a taillight out and expired registration are probable cause reasons for a vehicle stop against the transportation code.

A higher standard is required to establish probable cause than reasonable suspicion. It cannot be shown based on an officer's suspicions or guesses. It must be based on facts and hard evidence. In some cases, sufficient probable cause can develop after the police detain someone based on reasonable suspicion.

There are many ways that the police can establish probable cause to arrest an individual. Examples include smelling alcohol or drugs on them, seeing evidence, such as a gun, drugs, or stolen property, in plain view, or an admission of guilt.

3.3 The student will be able to describe the various basis for vehicle stops based on the legal standard.

A. Officer's Mistake of Fact/Law Will Not Make Stop Illegal

State v. Varley, No. 02-15-00076-CR, 2016 WL 4540491 (Tex. App. Fort Worth 2016)

Officer's mistaken belief that defendant violated statute by driving with only one functioning brake light was reasonable. Because the mistake of law was "reasonable" it provided sufficient reasonable suspicion to justify the traffic stop.

B. Information from Citizen/Police Radio/Anonymous Call

Chrisman v. State, No. 06-16-00179-CR, 2017 Tex. App. LEXIS 2785, 2017 WL 2118968 (Tex. App. Texarkana 2017)

This stop was based solely on a 9-1-1 call from a bartender who stated an intoxicated person had just driven away from the bar after being denied service and who refused to take a cab. The defendant argued the stop was improper based on a conclusory statement made by the bartender. The court properly denied the defendant's motion to suppress even if the statement from the bartender was conclusory it was sufficiently corroborated by other details. For example, when the bartender called 9-1-1, he gave his name, phone number and identified himself as the bartender at the establishment. The court found him to be reliable. Furthermore, the court found the information provided to the dispatcher by the bartender to be sufficiently corroborated by additional details from which the dispatcher could have surmised from the bartender.

C. Bad Driving/Conduct Need Not Equal Criminal Offense

Derichsweiler v. State, 348 S.W.3d 906 (Tex. Crim. App. 2011), S. Ct. cert. denied, Oct. 3, 2011.

The defendant was reported to be stopping next to vehicles in parking lots and staring at the occupants of those vehicles. That conduct resulted in a 9-1-1 call which ended with the detention and arrest of the defendant. The issue: was the defendant's non-criminal behavior enough to justify an investigative stop without reasonable suspicion of a particular offense? The Court said yes, pointing out there is no requirement to point to a particular offense, but rather reasonable suspicion he was about to engage in criminal activity.

D. "Community Care-Taking Function" (CCF)

Wright v. State, 7 S.W.3d 148 (Tex. Crim. App. 1999) ref'd on remand, 18 S.W.3d 245 (Tex. App. Austin 2000, pet. ref'd).

The case came to the Court of Criminal Appeals when the Austin Court of Appeals failed to apply the "community care-taking function" in holding the stop in this case to be unreasonable. The basis for the stop was the officer observed a passenger in the vehicle vomiting out of a car window. The Court of Appeals did not believe that concept covered a passenger's actions. The Court of Criminal Appeals held the exception could apply to these facts and listed four factors that are relevant in determining when community care-taking provides a sufficient basis for a traffic stop.

1. the nature and level of distress exhibited by the individual
2. the location of the individual
3. whether the individual was alone and/or had access to assistance independent of that offered by the officer; and

4. to what extent the individual—if not assisted-presented a danger to himself or others.

The court added that, "as part of his duty to 'serve and protect' a police officer may stop and assist an individual whom a reasonable person—given the totality of the circumstances—would believe is in need of help." The case was remanded back to the Court of Appeals which in 18 S.W.3d 245 (Tex. App. Austin 2000) applied the above mentioned factors and found the stop to be unreasonable. (INSTRUCTOR NOTE: Open this case and review with students the court's reasoning behind finding the stop unreasonable.) https://caselaw.findlaw.com/tx-court-of-appeals/1495874.html

E. Officer's Arrest Authority When Outside Jurisdiction

For A Traffic Offense:

1. Stops made before 9-01-05 = NO

State v. Kurtz, 152 S.W.3d 72 (Tex. Crim. App. 2004) An officer of a municipal police department does not have authority to stop a person for committing a traffic offense when the officer is in another city within the same county.

2. Stops made after 9-01-05 = YES

CCP Article 14.03 (g) (1). Authorizes a municipal police officer to make a warrantless arrest for a traffic offense that occurs anywhere in the county or counties in which the officer's municipality is located.

Note: This legislative change effectively overrules the Kurtz case listed above.

F. Operating Vehicle in Unsafe Condition

State v. Kloecker, 939 S.W.2d 209 (Tex. App. Houston [1st Dist.] 1997, no pet.)

Trial judge held there was insufficient basis for the stop. Court of Appeals reversed holding the officer observed the defendant was driving on a tireless metal wheel and knew this constituted the traffic offense of driving a vehicle on a highway in an unsafe condition.

G. Rapid Acceleration/Spinning Tires

1. YES. Fernandez v. State, 306 S.W.3d 354 (Tex. App. Fort Worth 2010, no pet.)

Officer heard defendant's pickup loudly squeal its tires and saw light smoke coming from the tires as the pickup fishtailed about two feet outside its lane of traffic supporting officer's opinion that what he observed constituted reckless driving and supported the stop. This was so although there were no vehicles directly around defendant's vehicle though there was testimony there were other vehicles in the area.

2. NO. State v. Guzman, 240 S.W.3d 362 (Tex. App. Austin 2007, pet. ref'd).

The spinning motion of one tire of defendant's truck as truck began to move from a stop after a traffic light turned green did not alone give police officer reasonable suspicion the defendant was unlawfully exhibiting acceleration in violation of statute pertaining to racing on highways, and thus officer's stop of defendant's vehicle on that basis was unlawful.

H. Approaching A Vehicle That is Already Stopped

Murray v. State, No. 07-13-00356-CR, 2015 WL 6937922 (Tex. App. Amarillo 2015)

At 1:00 a.m. officer saw Defendant's vehicle parked parallel to road, partially on improved road and partially in driveway next to closed fireworks stand which had been the location of a previous burglary. Officer parked behind vehicle and walked up to closed car window and knocked and yelled to get Defendant to wake up. Officer finally got defendant to awake and encounter led to arrest for DWI. In response to defense argument that this was an illegal stop, Court held this was a voluntary encounter. Even though officer testified the Defendant was not going to be allowed to leave once he approached the car this subjective intent regarding whether he could leave is only relevant when it is in some way communicated to the citizen, which was lacking in this case.

INSTRUCTOR NOTE: Resource: TDCAA Basis for Vehicle Stop-Legal Standard
https://www.tdcaa.com/resources/dwi/jessica-fraziers-dwi-case-law/v-basis-for-vehicle-stop-legal-standard/

SCENARIO: A homeowner in an exclusive small suburban neighborhood noticed a late model maroon Range Rover with an out of state vehicle registration. The vehicle was occupied by two Black males in their early 20's. The homeowner reported this Range Rover as suspicious activity to the local law enforcement agency. This neighborhood is predominately an established one and most of the neighbors know each other.

Fear of crime had created a deliberate neighborhood cooperative effort for assertive and proactive crime prevention with the local department. Residents had been encouraged to report even minor suspicious activity to law enforcement.

A nearby officer/deputy responded to this "suspicious" vehicle call and quickly encountered the maroon Range Rover. The officer/deputy did not observe any traffic or other law violations. Should the officer/deputy activate his overhead lights, detain, and identify the vehicle's occupants to ease neighborhood concerns?

INSTRUCTOR NOTE: Discuss the below topics of interest:

- Student must be able to ascertain if a civilian's report of suspicious activity creates a reason to detain and identify the Range Rover's occupants? (Not necessarily. The deputy should consider the totality of all objectively reasonable observations. A civilian's suspicion should not be ignored but neither is it a free reason to stop without just legal cause.)
- Student should be able to articulate if there was probable cause for a detention? (No. In in this case, no law was broken and unless the deputy sees articulable reasonable suspicions one cannot detain. See CCP 14.03.)
- Student should be able to answer does a traffic stop equate to a consensual and voluntary encounter? (In most cases, once overhead emergency lights and equipment are activated it's not a voluntary nor consensual.)
- Student should be able to answer what could the responding officer/deputy do to ensure the requirements of a safe neighborhood and still safeguard the 4th amendment? (The responding

officer/deputy could check the vehicle's registration, video & photograph the vehicle, registration, and possibly occupants; the officer/deputy could maintain a high visibility patrol methodology and even make contact with the reporter to encourage successful, legal and continued crime suppression partnerships.)

- Although the maroon Range Rover is suspicious in its appearance, it's not at the standard of CCP 14.03's "reasonable suspicion."

3.4 The student will be able to list the valid searches and seizures without warrants.

A. Search Incident to Arrest

B. Consent Searches

C. Border Searches

D. Open Fields

E. Plain View and Plain Feel

F. Exigent Circumstances

G. Inventory Searches

H. Automobile Exception

INSTRUCTOR NOTE: Review with students the information provided by the Legal Information Institute https://www.law.cornell.edu/constitution-conan/amendment-4/valid-searches-and-seizures-without-warrants

APPENDIX A: LAW REQUIREMENTS

Texas Code of Criminal Procedure (CCP) Art. 3.05. Racial Profiling.

(a) 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.

CCP Art. 2.131. Racial Profiling Prohibited.

A peace officer may not engage in racial profiling.

CCP 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 motor vehicle 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 the following categories:
    (A) Alaska native or American Indian;
    (B) Asian or Pacific Islander;
    (C) black;
    (D) white; and
    (E) Hispanic or Latino.

(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 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;

(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.

(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 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.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle 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.

(g) On a finding by the Texas Commission on Law Enforcement 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.

(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.

CCP Art. 2.133. Reports Required for Motor Vehicle Stops.

(a) In this article, “race or ethnicity” has the meaning assigned by Article 2.132(a).

(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;

(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.

CCP Art. 2.134. Compilation and Analysis of Information Collected.

(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 law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement 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.

(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;

(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.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle 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 Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, 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.

(g) On a finding by the Texas Commission on Law Enforcement 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.

CCP 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.

CCP 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, 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. 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, 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, 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 video and audio equipment and body worn cameras for those purposes.

Art. 2.138. Rules.

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

CCP 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 an amount not to exceed $5,000 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.

Education Code Sec. 96.641. Initial Training and Continuing Education for Police Chiefs and Command Staff.

(a) The Bill Blackwood Law Enforcement Management Institute of Texas shall establish and offer a program of initial training and a program of continuing education for police chiefs.

(k) 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.

Occupations Code Sec. 1701.253. School Curriculum.

(c) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on civil rights, racial sensitivity, implicit bias, and cultural diversity for persons licensed under this chapter.

(h) 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.

Occupations Code Sec. 1701.402. Proficiency Certificates.

(e) 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(h).

Transportation Code Sec. 543.202. Form of Record.

(a) In this section, “race or ethnicity” means the following categories:
  (A) Alaska native or American Indian;
  (B) Asian or Pacific Islander;
  (C) black;
  (D) white; and
  (E) Hispanic or Latino.

APPENDIX B: SAMPLE GENERAL ORDER

	Police Department	
	Section 300: Operations	
	General Order 303: Racial and Bias-based Profiling	
	Effective Date:	Revision Date:
	Issued By:	
	TX Best Practices: 2.01	

A. Purpose

The Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group. Race, ethnicity or nationality, religion, sex, sexual orientation, economic status, age, cultural group, disability or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law (Tex. Code of Crim. Pro., Art. 2.131). (*TCPA TBP: 2.01*)

This policy provides guidance to department members and establishes appropriate controls to ensure that employees of the Police Department do not engage in racial- or bias-based profiling or violate any related laws while serving the community.

B. Definitions

Racial profiling is a form of discrimination defined by the Texas Code of Criminal Procedure as "law enforcement-initiated action based on an individual's race, ethnicity or national origin rather than on the individuals behavior or on information identifying the individual as having engaged in criminal activity." (*CCP 3.05*) The following are implicit in the definition.

(1) Racial profiling only becomes an issue as it pertains to contacts with citizens who are viewed as suspects or as potential suspects. It is not relevant as it pertains to witnesses, complainants or other citizen contacts.
(2) Racial profiling does not preclude race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. They may not, however, be the only factors in determining whom to detain.
(3) Detaining an individual and conducting an inquiry into that person's activities because that person is of a specific race, ethnicity or national origin is racial profiling.

Examples of racial profiling include but are not limited to the following:

(1) Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the driver's race, ethnicity or national origin.
(2) Detaining the driver of a vehicle based upon the supposition that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.

(3) Detaining an individual based upon the supposition that a person of that race, ethnicity or national origin does not belong in a specific part of town or in a specific place.

Bias based profiling occurs when enforcement decisions, the decision to render service or aid, or the willingness to engage is based upon the officer's bias either for or against an individual or group because of characteristics, beliefs or values, or legal practices associated with the individual or group.

Bias based profiling is often associated with a person's, race, ethnicity, national origin, religion, age, gender, sexual preference, political affiliation, economic status, cultural group, and/or other identifiers.

C. Prohibition

Racial- and/or bias-based profiling is strictly prohibited. Violations of racial and/or bias-based profiling are subject to disciplinary action up to and including termination. Allegations of racial and/or bias based profiling will be investigated consistent with the procedures set forth in 204: Personnel Complaints. (*TCPA TBP: 2.01*)

Nothing in this policy prohibits an officer from using any unique identifier along with other factors that are part of a legitimate description as a reason to detain a possible suspect.

D. Responsibilities

Texas Code of Criminal Procedure Article 2.132 requires law enforcement agencies to collect data from traffic stops in which a ticket, citation, or warning is issued to facilitate the state's reporting requirements. Patrol officers who issue tickets, citations, or warnings are required to collect data on traffic citations to include the race/ethnicity of the detainee; whether a search was conducted, if so, whether the individual detained signed an acknowledgement or made a recorded verbal statement that the individual consented to the search; whether the peace officer knew the race or ethnicity of the individual before detaining the individual; whether the police officer used physical force that resulted in bodily injury during the stop, if so, the location and reason for the stop; and whether the citation resulted in a physical arrest. Officers shall ensure the required information is captured on the citation form. All traffic stops shall be audio and video recorded whether a citation was issued or whether a citation was not issued. (*TBP: 2.01*)

Officers detaining a person shall be prepared to articulate sufficient reasonable suspicion to justify a detention, independent of the individual's membership in a protected class. To the extent that written documentation would otherwise be completed (e.g., arrest report, Field Interview (FI) card), the involved officer should include those facts giving rise to the officer's reasonable suspicion or probable cause for the detention, as applicable.

Supervisors shall monitor those individuals under their command for any behavior that may conflict with the purpose of this policy and shall handle any alleged or observed violation of this policy in accordance with the Personnel Complaints Policy. Supervisors will discuss any issues with the involved officer(s) and their supervisor in a timely manner.

Supervisors will review at least three random videos each quarter (3 months) per officer in order to gain an understanding of that officer's performance and adherence with racial profiling laws (Tex. Code Crim. Pro. Art. 2.132(d)) and this policy. Supervisors will document these reviews in the comments section of the video details section within the video database and make note of the review in the Daily Shift Report. The reviews will encompass all contacts, not just traffic stops [see General Order 602: Body Worn Cameras]. (*TCPA TBP: 2.01*)

In instances where officers record their public contacts, supervisors will review the recordings every 30 days to ensure compliance with racial profiling laws (Tex. Code Crim. Pro. Art. 2.132(d)) and this policy. Supervisors will document these monthly reviews in the Daily Shift Report and are responsible for their log maintenance. The reviews will encompass all contacts, not just traffic stops [see General Order 602: Body Worn Cameras].

All recording will be maintained for 90 days. However, recordings that capture a potential instance of racial- or bias-based profiling will be appropriately retained for administrative investigation purposes. Supervisors shall initiate investigations of any actual or alleged violations of this policy and ensure that no retaliatory action is taken against any member of this department who discloses information concerning racial- or bias-based profiling.

E. State Report

The Police Chief shall submit to the Texas Commission on Law Enforcement (TCOLE) and to City Council an annual report of the information required in Tex. Code of Crim. Pro. Art. 2.132 (b)(6). These reports may not include identifying information about any officer who made a motor vehicle stop or about an individual who was stopped or arrested by any officer (Tex. Code of Crim. Pro. Art. 2.132; Tex. Code of Crim. Pro. Art. 2.134). (*TBP: 2.01*)

F. Training

All sworn members of this department will be scheduled to attend TCOLE-approved training on the subject of racial- and bias-based profiling. Each member of this department undergoing initial TCOLE-approved training will thereafter be required to complete an approved refresher course every five years or sooner if deemed necessary, in order to keep current with changing racial issues and cultural trends. (*TCPA TBP: 2.01*)

Reports 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 1/1/2023 - 12/31/2023, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

X

A -X- above indicates that the Parker Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/2023 - 12/31/2023.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tier 2 Data
(Includes Tables)

TOTAL STOPS: 1652

STREET ADDRESS OR APPROXIMATE

LOCATION OF STOP.

City Street	989
US Highway	0
County Road	0
State Highway	663
Private Property	0

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	6
No	1646

RACE OR ETHNICITY

Alaska Native/American Indian	2
Asian/Pacific Islander	452
Black	232
White	665
Hispanic/Latino	301

GENDER

Female Total: 611

Alaska Native/American Indian	2
Asian/Pacific Islander	144
Black	99
White	265
Hispanic/Latino	101

Male Total: 1041

Alaska Native/American Indian	0
Asian/Pacific Islander	308
Black	133
White	400
Hispanic/Latino	200

REASON FOR STOP?

Violation of Law Total: 8

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

Pre-existing Knowledge Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	4
Hispanic/Latino	2

Moving Traffic Violation Total: 1366

Alaska Native/American Indian	2
Asian/Pacific Islander	378
Black	182
White	553
Hispanic/Latino	251

Vehicle Traffic Violation Total: 271

Alaska Native/American Indian	0
Asian/Pacific Islander	69
Black	50
White	104
Hispanic/Latino	48

Was Search Conducted? Yes No

Alaska Native/American Indian	0	2
Asian/Pacific Islander	2	450
Black	4	228
White	3	662
Hispanic/Latino	4	297
TOTAL	13	1639

Reason for Search?

Consent Total: 1

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

Contraband (in plain view) Total: 0

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

Probable Cause Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	4
White	3
Hispanic/Latino	2

Inventory Search Total: 1

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

Incident to arrest Total: 0

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

Was Contraband Discovered? Yes No

Alaska Native/American Indian	0	0
Asian/Pacific Islander	2	0
Black	4	0
White	3	0
Hispanic/Latino	2	2
TOTAL	11	2

Did the finding result in arrest (total should equal the previous Yes column)?

	Yes	No
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	2
Black	0	4
White	0	3
Hispanic/Latino	0	2
TOTAL	0	11

Description of Contraband

Drugs Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	4
White	3
Hispanic/Latino	2

Weapons Total: 0

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

Currency Total: 0

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

Alcohol Total: 0

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

Stolen Property Total: 0

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

Other Total: 0

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

Result of Stop

Verbal Warning Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	6
Black	1
White	11
Hispanic/Latino	2

Written Warning Total: 797

Alaska Native/American Indian	2
Asian/Pacific Islander	225
Black	122
White	350
Hispanic/Latino	98

Citation Total: 825

Alaska Native/American Indian	0
Asian/Pacific Islander	221
Black	107
White	302
Hispanic/Latino	195

Written Warning and Arrest Total: 4

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

Citation and Arrest Total: 2

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

Arrest Total: 4

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

Arrest Based On

Violation of Penal Code Total: 4

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

Violation of Traffic Law Total: 1

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

Violation of City Ordinance Total: 0

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

Outstanding Warrant Total: 5

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

Was physical force resulting in bodily injury used during stop?

Yes Total: 0

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

Resulting in Bodily Injury to:

Suspect	0
Officer	0
Both	0

No Total: 1652

Alaska Native/American Indian	2
Asian/Pacific Islander	452
Black	232
White	665
Hispanic/Latino	301

Number of complaints of racial profiling: 0

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis:

Use TCOLE's auto generated analysis	X
Use Department's submitted analysis	

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

Racial Profiling Analysis Report

PARKER POLICE DEPARTMENT

01. Total Traffic Stops:	1652	
02. Location of Stop:		
a. City Street	989	59.87%
b. US Highway	0	0.00%
c. County Road	0	0.00%
d. State Highway	663	40.13%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	1646	99.64%
b. YES	6	0.36%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	2	0.12%
b. Asian/ Pacific Islander	452	27.36%
c. Black	232	14.04%
d. White	665	40.25%
e. Hispanic/ Latino	301	18.22%
05. Gender:		
a. Female	611	36.99%
i. Alaska/ Native American/ Indian	2	0.12%
ii. Asian/ Pacific Islander	144	8.72%
iii. Black	99	5.99%
iv. White	265	16.04%
v. Hispanic/ Latino	101	6.11%
b. Male	1041	63.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	308	18.64%
iii. Black	133	8.05%
iv. White	400	24.21%
v. Hispanic/ Latino	200	12.11%
06. Reason for Stop:		
a. Violation of Law	8	0.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	50.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	4	50.00%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	7	0.42%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	14.29%
iii. Black	0	0.00%
iv. White	4	57.14%
v. Hispanic/ Latino	2	28.57%
c. Moving Traffic Violation	1366	82.69%
i. Alaska/ Native American/ Indian	2	0.15%
ii. Asian/ Pacific Islander	378	27.67%
iii. Black	182	13.32%
iv. White	553	40.48%
v. Hispanic/ Latino	251	18.37%
d. Vehicle Traffic Violation	271	16.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	69	25.46%
iii. Black	50	18.45%
iv. White	104	38.38%
v. Hispanic/ Latino	48	17.71%
07. Was a Search Conducted:		
a. NO	1639	99.21%
i. Alaska/ Native American/ Indian	2	0.12%
ii. Asian/ Pacific Islander	450	27.46%
iii. Black	228	13.91%
iv. White	662	40.39%
v. Hispanic/ Latino	297	18.12%
b. YES	13	0.79%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	15.38%
iii. Black	4	30.77%
iv. White	3	23.08%
v. Hispanic/ Latino	4	30.77%
08. Reason for Search:		
a. Consent	1	0.06%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	11	0.67%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	18.18%
iii. Black	4	36.36%
iv. White	3	27.27%
v. Hispanic/ Latino	2	18.18%
d. Inventory	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

09. Was Contraband Discovered:		
YES	11	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	2	18.18%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	2	
iii. Black	4	36.36%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	4	
iv. White	3	27.27%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	3	
v. Hispanic/ Latino	2	18.18%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	2	
b. NO	2	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
10. Description of Contraband:		
a. Drugs	11	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	18.18%
iii. Black	4	36.36%
iv. White	3	27.27%
v. Hispanic/ Latino	2	18.18%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	20	1.21%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	6	30.00%
iii. Black	1	5.00%
iv. White	11	55.00%
v. Hispanic/ Latino	2	10.00%
b. Written Warning	797	48.24%
i. Alaska/ Native American/ Indian	2	0.25%
ii. Asian/ Pacific Islander	225	28.23%
iii. Black	122	15.31%
iv. White	350	43.91%
v. Hispanic/ Latino	98	12.30%
c. Citation	825	49.94%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	221	26.79%
iii. Black	107	12.97%
iv. White	302	36.61%
v. Hispanic/ Latino	195	23.64%
d. Written Warning and Arrest	4	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	2	50.00%
v. Hispanic/ Latino	1	25.00%

Racial Profiling Analysis Report

e. Citation and Arrest	2	0.12%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
f. Arrest	4	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	4	100.00%
12. Arrest Based On:		
a. Violation of Penal Code	4	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	25.00%
v. Hispanic/ Latino	3	75.00%
b. Violation of Traffic Law	1	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	5	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	40.00%
iv. White	1	20.00%
v. Hispanic/ Latino	2	40.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	1652	100.00%
i. Alaska/ Native American/ Indian	2	0.12%
ii. Asian/ Pacific Islander	452	27.36%
iii. Black	232	14.04%
iv. White	665	40.25%
v. Hispanic/ Latino	301	18.22%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	0

REPORT DATE COMPILED 01/30/2024

Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/2023 - 12/31/2023.

Data Audits on Racial ProfilingData

Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	February 2023	Data reviewed is valid and reliable.
1	March 2023	Data reviewed is valid and reliable.
1	April 2023	Data reviewed is valid and reliable.
1	May 2023	Data reviewed is valid and reliable.
1	June 2023	Data reviewed is valid and reliable.
1	July 2023	Data reviewed is valid and reliable.
1	August 2023	Data reviewed is valid and reliable.
1	September 2023	Data reviewed is valid and reliable.
1	October 2023	Data reviewed is valid and reliable.
1	November 2023	Data reviewed is valid and reliable.
1	December 2023	Data reviewed is valid and reliable.
1	January 2024	Data reviewed is valid and reliable.

Additional Comments:
Corrections to data found and corrected monthly and audit letters for those are attached below.
During this period, monthly video reviews were conducted, and no cases of racial profiling were discovered

February 14, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: JANUARY DATA AUDIT

File,

The January data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had five corrections concerning missing racial profiling data, and those were researched and found to be an RMS issue. Officers would check out in a block number to run traffic enforcement and when they would conduct a traffic stop, it assigned racial profiling to traffic enforcement calls and the traffic stop, which through training will be corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Assistant Chief of Police

March 15, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: FEBRUARY DATA AUDIT

File,

The February data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had zero corrections needed. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Assistant Chief of Police

April 11, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: MARCH DATA AUDIT

File,

The March data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had two streets that were improperly designated and those were researched and corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Assistant Chief of Police

May 11, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: APRIL DATA AUDIT

File,

The April data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had one correction concerning missing racial profiling data, one street that was improperly designated, and one call for service that did not require racial profiling which was researched and corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

June 12, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: MAY DATA AUDIT

File,

The May data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had no correction needed. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

July 17, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: JUNE DATA AUDIT

File,

The June data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and had no correction needed. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

August 08, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: JULY DATA AUDIT

File,

The July data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and traffic enforcement had been assigned a need for Racial Profiling Data that required none. This incident was researched and corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

September 13, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: AUGUST DATA AUDIT

File,

The August data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and found one missing racial profiling data. Also discovered was one traffic enforcement, one assist another agency, and a motorist assist which had been assigned a need for Racial Profiling Data that required none. These incidents were researched and corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

October 13, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: SEPTEMBER DATA AUDIT

File,

The September data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and found one missing racial profiling data. This incident was researched and found not to be a traffic stop and was corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

November 1, 2023

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: OCTOBER DATA AUDIT

File,

The October data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and found one added racial profiling data and one improperly designated street. These incidents were researched and found that only one profiling should have been shown on the stop and the street was corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

December 13, 2024

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: NOVEMBER DATA AUDIT

File,

The November data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and no corrections were needed. This incident was researched and found not to be a traffic stop and was corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

January 11, 2024

Racial Profiling File

Parker Police Department

5700 E. Parker Road

Parker, TX 75002

RE: DECEMBER DATA AUDIT

File,

The December data audit for the Parker Police Department has been completed. A review of the Department log showing traffic contact data recorded while comparing this information to the citations issued during the same period leads me to conclude that the Department's records are accurate. Additionally, the ICS Report "Racial Profiling" was run for this period and one missing racial profiling data. This incident was researched and found not to be a traffic stop and was corrected. Video reviews were also conducted for this period and no incidents of racial profiling were discovered.

The Department will continue to monitor our data collection mechanisms to ensure accuracy concerning the racial profiling data. If any questions arise, please contact me so I can elaborate on the points made in this audit.

Sincerely,

Kenneth Price

Chief of Police

Summary of Findings

Summary of Findings

The comprehensive analysis of the data included in this report demonstrates that the Parker Police Department has complied with the Texas Racial Profiling Law and all its requirements. Further, this report demonstrates that the Parker Police Department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a complement or complaint, commissions/performs monthly audits to ensure validity and reliability, collects and performs the analysis of Tier 2 data, and ensures that the practice of racial profiling is not tolerated. I am very proud of the men and women of the Parker Police Department in their commitment to excellent customer service and embracing the tenets of the Racial Profiling Law.

As being appointed Chief, assumed the role of Racial Profiling Law compliance. In my review of the Department's activities as it relates to racial profiling compliance, I found two (2) issues that should be noted.

1. Officers were performing stationary radar duties and in doing so they were marking themselves out on a "Traffic Enforcement" designation to document their activity, however, when checking out on traffic stops, some of the racial profiling data would be categorized in both the "Traffic Enforcement" and the "Traffic Stop" designation, thus creating missing data. This was corrected during the last reporting period, however, a system update by the RMS provider, created this issue again. This has been corrected by the officers not using the designation of Traffic Enforcement. After making this change and reviewing the racial profiling reports, this has made a significant impact on reporting errors.

2. We determined that within the City of Parker, the enforcement of traffic violations on both FM 2551 (Dillehay Rd) and FM 2514 (E. Parker Rd) should have been categorized as state highways, rather than city streets, and staff was directed in this change. We had some minor issues where the designations were incorrect, but as this year progressed, those became less and less. The reviews continue to be assigned to the two patrol sergeants and we will continue to monitor monthly as a part of the monthly racial profiling audits.

I am proud to report that the Parker Police Department has not received a single complaint concerning the 1652 traffic contacts documented in this report. The men and women of the Parker Police Department are to be commended for their hard work and dedication to providing professional police service to all those who live within or travel through our city. They have shown, that even in the face of staff shortages and a depleting applicant pool, they can do what it takes to get the job done and to do it with honor and service. During this review, we compiled the stats for 2023 and found the average manpower per month was 6.5 employees per month. That excludes an injured officer in August since they did not work. In 2022, the average manpower was 9.5833, a difference of 3.083 employees per month. In 2023 the average officer stopped 233 vehicles versus 254 in 2022 that held a higher employee percentage.

Checklist

Checklist

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

- ✓ **Implement a Racial Profiling Policy citing act(s) or action(s) that constitute racial profiling**
- ✓ **Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Parker Police Department from engaging in racial profiling.**
- ✓ **Implement a process by which an individual may file a complaint regarding racial profiling.**
- ✓ **Provide public education related to the compliment or complaint process.**
- ✓ **Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling law.**
- ✓ **Collect, report, and analyze motor vehicle Tier 2 Data.**
- ✓ **Commission Data Audits and Search Analysis.**
- ✓ **Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.**
- ✓ **Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.**
- ✓ **Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.**

Legislative and Administrative Addendum

TCOLE Guidelines

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 suspectedoffense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting

requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

Standard 3

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

Commentary

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

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

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

2.133 CCP (tier two).

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

1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");

2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and

3) whether there was a custody arrest.

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

1) the detained person's gender and race or ethnicity;

2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);

3) whether a search was conducted, and if so whether it was based on consent or probable cause;

4) facts supporting probable cause;

5) the type, if any, of contraband that was collected;

6) disposition of the stop, e.g., arrest, ticket, warning, or release;

7) location of stop; and

8) statement of the charge, e.g., felony, misdemeanor, or traffic.

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

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

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any 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.

Texas Law on Racial Profiling

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 inracial 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 bythe agency who, after an investigation, is shown to have engaged in racial profiling inviolation 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 relatingto:

(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 thestate.

(c) The data collected as a result of the reporting requirements of this article shallnot 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 agencylaw

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'sability;

(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 fundsor

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 wasoperating 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) the date of conviction; and

(9) 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

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 Educationthat 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 chiefadministrator.

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'sability;

(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 probablecause];

(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 toexceed

$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 OFCRIMINAL 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 toexceed

$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 ofincident-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 dateof 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

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

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

(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 healthor 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-riskindividuals.

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 intocustody.

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 countyjail.

(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 thissection.

(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 thissection.

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 peaceofficer;

(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 beingreported.

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.

President of the Senate Speaker of the House

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

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

Parker Police Department
Racial Profiling Policy

Title: Racial Profiling **Number:** 112.001

Effective Date: January 12, 2018 **Review Date:** 01/25/2024 **City Attorney Review:** Yes

TPCA Recognition Standards: 2.01

I. PURPOSE

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

II. POLICY

A. It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of the law. Officers shall actively enforce local, state, and federal laws responsibly and professionally without regard to race, ethnicity, gender, sexual orientation, religious status, age, cultural group, or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts. (TPCA Standard 2.01)

B. This General Order is adopted in compliance with the requirements of Articles 2.131 through 2.138, Texas Code of Criminal Procedures (TEX. CODE CRIM. PROC.), which prohibits Texas Peace Officers from engaging in racial profiling. (TPCA Standard 2.01)

III. DEFINITIONS

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

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

B. Race or Ethnicity – persons of a particular descent, including White, Black, Hispanic, or Latino, Asian or Pacific Islander, Alaskan Native or American Indian descent.

C. Acts Constituting Racial Profiling – acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, gender sexual orientation, religion, economic status, age, culture group, or any other identifiable group rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.

D. Motor Vehicle Stop – means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

E. Motor Vehicle Contacts – includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings.

IV. PROHIBITION

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

V. COMPLAINT PROCESS

A. No person shall be discouraged, intimidated, or coerced from filing a complaint, or be discriminated against because they have filed a complaint.

B. Any person who believes that a Peace Officer employed by the Parker Police Department has engaged in racial profiling concerning that person may file a complaint following the provisions of General Order 108.001, Discipline System, Section IV, A. Complaint Procedures.

1. An employee who is contacted regarding a complaint against an officer shall follow the procedures outlined in General Order 108.001, Section A 1-4.

2. Citizens who appear in person wishing to file a complaint shall be directed to the on-duty supervisor, Chief of Police, or his designee and provided with a departmental brochure, "How to File a Complaint." Brochures are maintained in the Parker Police Department Lobby, and at Parker City Hall. Citizens may also be directed to the Departmental website to file a complaint.

C. Any Officer or Investigator who becomes aware of an alleged or suspected violation of this General Order shall report the alleged violation following General Order 108.001, Disciplinary Systems.

D. Complaints of racial profiling shall be classified as a level I complaint and shall be investigated by the office of the Chief of Police or the Internal Affairs Investigator as directed by the Chief of Police. A log of all Racial Profiling Complaints will be maintained by the Chief of Police or his designee.

VI. DISCIPLINARY AND CORRECTIVE ACTIONS

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

VII. PUBLIC EDUCATION

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

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

(TPCA Standard 2.01)

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

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

   a. The person's gender.

   b. The person's race or ethnicity, as stated by the person, or if the person does not state, the person's race, or ethnicity, as determined by the officer to the best of his or her ability. Officers will not ask the individual to identify their race or ethnicity.

   c. Information identifying the race or ethnicity of the individual detained will be documented using the following codes:

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

2. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.

3. The initial reason for the stop.

   a. Violation of the law.

   b. Pre-existing knowledge (i.e. warrant)

   c. Moving Traffic Violation.

   d. Vehicle Traffic Enforcement (Equipment, Inspection or Registration).

4. Whether the officer conducted a search as a result of the stop, and, if so, whether or not the person detained consented to the search verbally or by signing the form (PPD-020).

5. Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence.

    a. Illegal drugs/drug paraphernalia.

    b. Currency

    c. Weapons

    d. Alcohol

    e. Stolen Property

    f. Other

6. The reason for the search, including whether.

    a. Consent.

    b. Any contraband or other evidence was in plain view.

    c. Any probable cause of reasonable suspicion existed to perform the search.

    d. The search was performed as a result of an impound of the motor vehicle.

    e. Incident to arrest or arrest by warrant.

7. Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of Traffic Law or City Ordinance, or an outstanding warrant and a statement of the offense charged.

8. The street address or approximate location of the stop. Including type of roadway,

    a. City Street

    b. US Highway

    c. County Road

    d. Private Property or other.

9. Whether the officer issued a citation or a written or verbal warning as a result of the stop.

10. Whether the person contacted is a resident or non-resident of the City of Parker.

11. Whether the Peace Officer used physical force that resulted in bodily injury. As that term is defined by Section 1.07, Penal Code during the stop.

    a. The location of the stop.

    b. The reason for the stop.

B. The primary mechanism for collecting this data will be the ICS Records Management system. The modules of "Racial Profiling" (Citations and Written Warnings) and "Stop Data" (Verbal Warnings) shall be used. Should this method fail, all required data should be reported to an on-duty supervisor, Patrol Sergeant, or the Chief of Police using the Racial Profiling form PPD-008.

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

    1. A breakdown of citations by race or ethnicity.

2. Gender.

3. Reason for the Stop.

4. Number of citations that resulted in a search.

5. Number of searches that were:

    a. Consent,
    b. Contraband,
    c. Probable Cause,
    d. Inventory,
    e. Incident to Arrest.

6. Number of citations that resulted in a custodial arrest.

7. Public education efforts concerning the racial profiling complaint process.

8. A comparative analysis of the information compiled (under TEX. CODE CRIM. PROC., Article 2.133):

    a. Evaluate and compare the number of motor vehicle stops, with the City of Parker, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities.

    b. Examine the disposition of motor vehicle stops made by officers employed by the Parker Police Department, categorized according to race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops with the City of Parker.

    c. Evaluate and compare the number of searches resulting from motor vehicle stops within the City of Parker and whether contraband or other evidence was discovered in the course of those searches.

9. Information related to each complaint filed with the Parker Police Department alleging that a peace officer employed by the Parker Police Department has engaged in racial profiling.

10. Total number of officers who knew or did not know, the race/ethnicity of the individual before being detained.

D. The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection VIII C. 7. to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

E. If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by TEX. CODE CRIM. PROC., Article 2.134, the agency is liable to the State for a civil penalty in an amount not to exceed $5,000.00 for each violation. The Attorney General may be used to collect a civil penalty under this subsection.

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

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

IX. AUDIO AND VIDEO EQUIPMENT

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

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

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

submitted to the on-duty supervisor or the Chief of Police before the end of that tour of duty.

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

A. Each audio and video recording shall be retained for a minimum period of one hundred eighty (180) days unless a complaint is filed alleging that an officer engaged in racial profiling in response to a motor vehicle stop. The on-duty supervisor or Patrol Sergeant shall ensure that all audio and recordings are properly stored and retained following applicable laws and this General Order.

B. If a complaint is received alleging that an officer has engaged in racial profiling, the audio/video recording shall be forwarded to the office of the Chief of Police who shall retain the video until final disposition of the complaint has been made.

C. The Patrol Sergeants shall review a randomly selected sampling of video and audio recordings, made recently by officers employed by the Department, to determine if patterns of racial profiling exist. These reviews shall be conducted monthly and documented on the appropriate form (PPD-009)

1. Written documentation shall include:

   a. The name of the officer(s) whose stops were reviewed.

   b. The date(s) of the videos reviewed.

   c. The date the actual review was conducted.

   d. The name of the person conducting the review.

2. The reviewing Patrol Sergeant shall forward the required documentation to the Office of the Chief of Police.

3. The records department shall maintain a file of all video review documentation performed, in compliance with this General Order.

D. In reviewing audio and video recordings, the Patrol Sergeant, shall seek to determine if the officer(s) reviewed have engaged in a pattern of racial profiling, that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

XI. TRAINING (TPCA Standard 2.01)

A. Each Peace Officer employed by the department shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement (TCOLE) not later than the second anniversary of the date the officer was licensed, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCOLE intermediate proficiency certificate, or who had held a peace officer license issued by TCOLE for at least two years, shall complete a TCOLE training and education program on racial profiling.

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

XIII EFFECTIVE DATE

A. Any previous directive, rule, order, or regulation that pertains to this subject matter and its amendments shall remain in full force and effect for any violation(s) that occur before the effective date of this General Order.

B. If any section, sentence, clause, or phrase of this General Order is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this General Order.

C. All training in this General Order will be in accordance with General Order 101.001, Written Directive System, Chapter VIII, Training.

D. The effective date is stated in the header block of this General Order.

PARKER POLICE DEPARTMENT

2023 Annual Report

MESSAGE FROM THE CHIEF

As you know, 2023 remained a challenging year for the Parker Police Department as we continued to fight through enormous challenges of staff shortages, on-duty injuries, and recruitment issues. Most of these issues plague Law Enforcement as a whole, and we are no different. I continue to be extremely proud of the staff and how they managed themselves in the face of these adversities. They have been willing to do whatever it takes to keep the shifts staffed and our citizens protected. They all have done a fantastic job, often doing the work of more than one person, and continue to serve Parker with honor and distinction!

As we look ahead to 2024, we are applying the lessons learned, and using the innovations coming available to continue providing law enforcement services in the safest manner possible and with the utmost professionalism. We intend to continue forward and to increase our efforts in community engagement and advancing the Police Department to meet the ever-changing needs of our community and citizens alike.

We have completed the backgrounds of 2 new officers who have been hired to fill some of our vacant police officer positions. We intend to continue with our current recruiting/background efforts to find individuals capable and worthy of becoming members of our community and the police department family.

We would like to thank the Citizens of Parker, the Mayor, and the City Council for your continued support throughout 2023 and we look forward to what 2024 will bring. Please accept our Parker Police Department 2023 Annual Report.

In service to you,

Kenneth Price
Chief of Police

OUR VISION

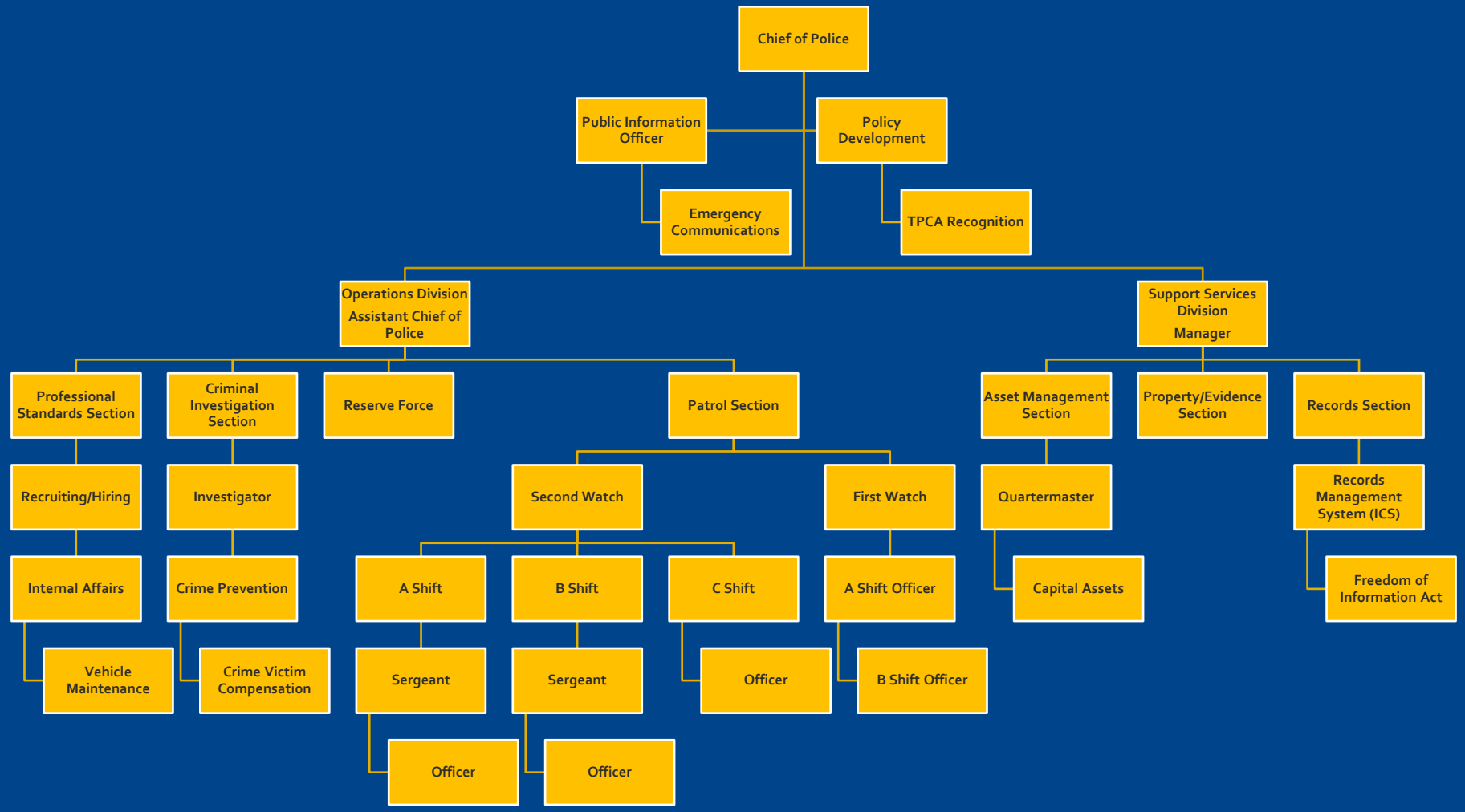
The Parker Police Department is committed to providing high quality police services to the community through community partnerships, problem-solving strategies, innovation, creativity, adaptability to an ever-changing environment and a participative management style through highly trained and disciplined employees using the latest technology.

Furthermore, we recognize that our most valuable resource in this commitment is our people, and we strive to create a positive working atmosphere where creativity and participation abound.

OUR MISSION

The mission of the Parker Police Department is to serve our community by providing professional, courteous and unbiased law enforcement services, thus making the City of Parker a safe place to live, visit and work.

ORGANIZATIONAL CHART



PARKER POLICE STRUCTURE

Office of the Chief of Police

- Policy Development
- Recognition Program
- Budget/Purchasing
- Public Information Officer
- Emergency Communications

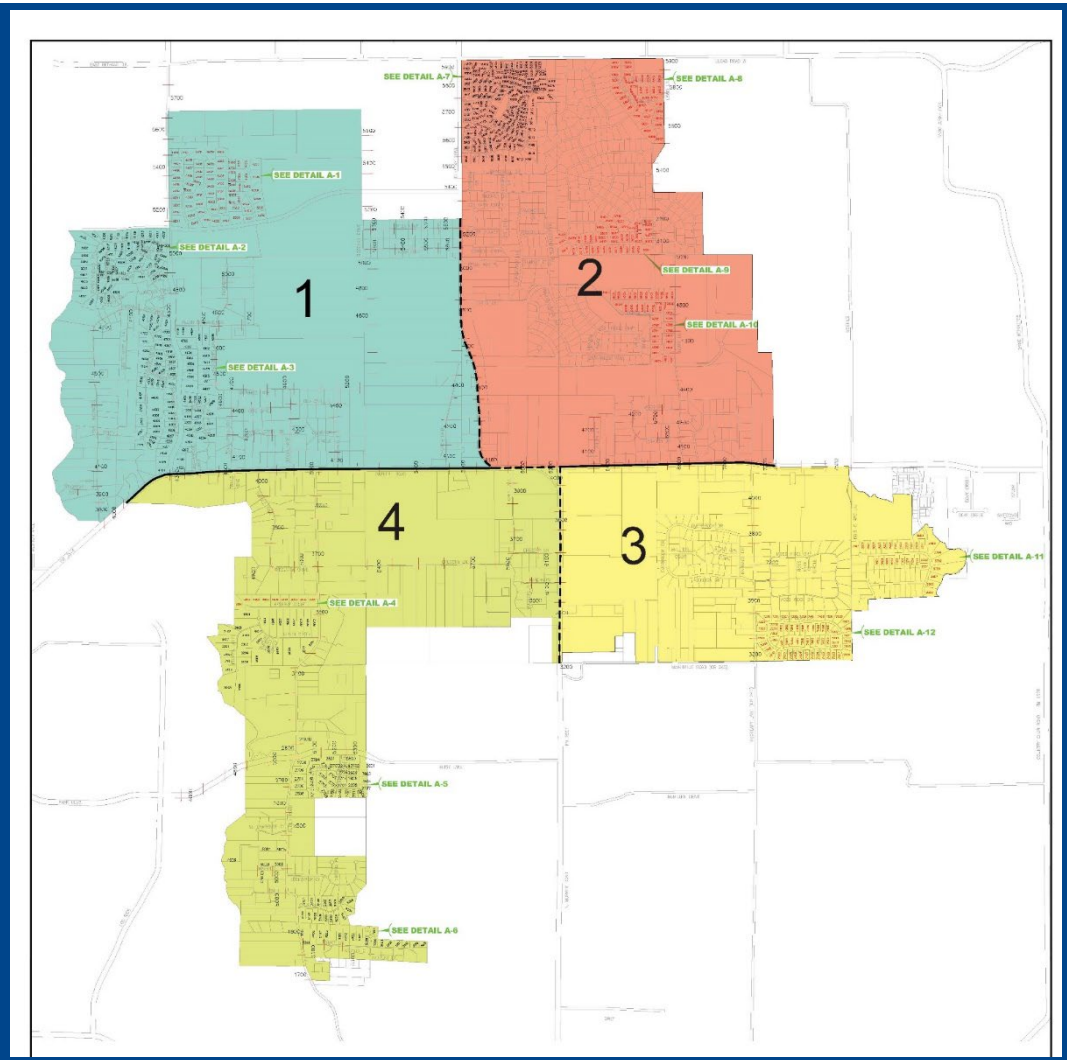
Support Services Division

- Asset Management
  - Quartermaster
  - Capital Assets
- Property/Evidence
- Records
  - Records Management System (ICS)
  - Freedom of Information Act

Shared Operations Division Functions

- Professional Standards
  - Internal Affairs
  - Recruiting/Hiring
  - Vehicle Maintenance
- Criminal Investigation
  - Crime Prevention
  - Crimes Against Persons
  - Property Crimes
  - Juvenile Crimes
  - Crime Analysis
  - Crime Victim Compensation
- Reserve Force
- Uniform Patrol
- Community Services
- Special Events/Part-Time Jobs

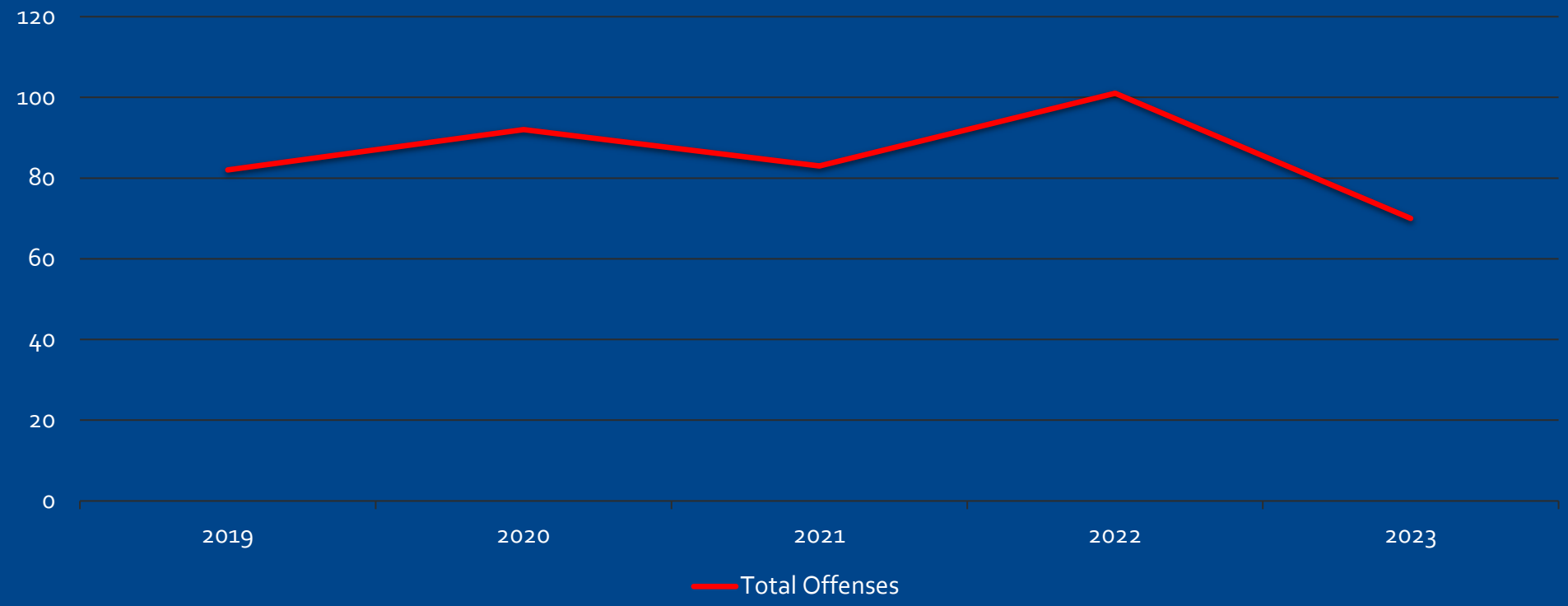
POLICE BEAT MAP - CITY



5 YEAR CRIME COMPARISON (GROUP A)

	2019	2020	2021	2022	2023
Total Reporting Offenses	82	92	83	101	70
Arson	0	0	0	0	0
Aggravated Assault	7	8	5	9	10
Bribery	0	0	0	0	0
Burglary/Breaking and Entering	7	12	5	5	3
Counterfeiting/Forgery	4	2	1	8	0
Destruction/Damage/Vandalism of Property	8	19	12	12	12
Drug/Narcotics	17	8	11	18	13
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	1	1	0
Fraud	11	24	20	27	15
Gambling	0	0	0	0	0
Homicide	0	0	0	0	0
Human Trafficking	0	0	0	0	0
Kidnapping/Abduction	0	0	0	0	0
Theft – Larceny	21	16	22	18	13
Motor Vehicle Theft	0	1	0	3	0
Pornography/Obscene Material	1	0	0	0	0
Prostitution	0	0	0	0	0
Robbery	0	0	0	0	0
Sex Offenses	4	1	3	0	1
Stolen Property	2	0	1	0	0
Weapon Law Violations	0	1	2	0	3

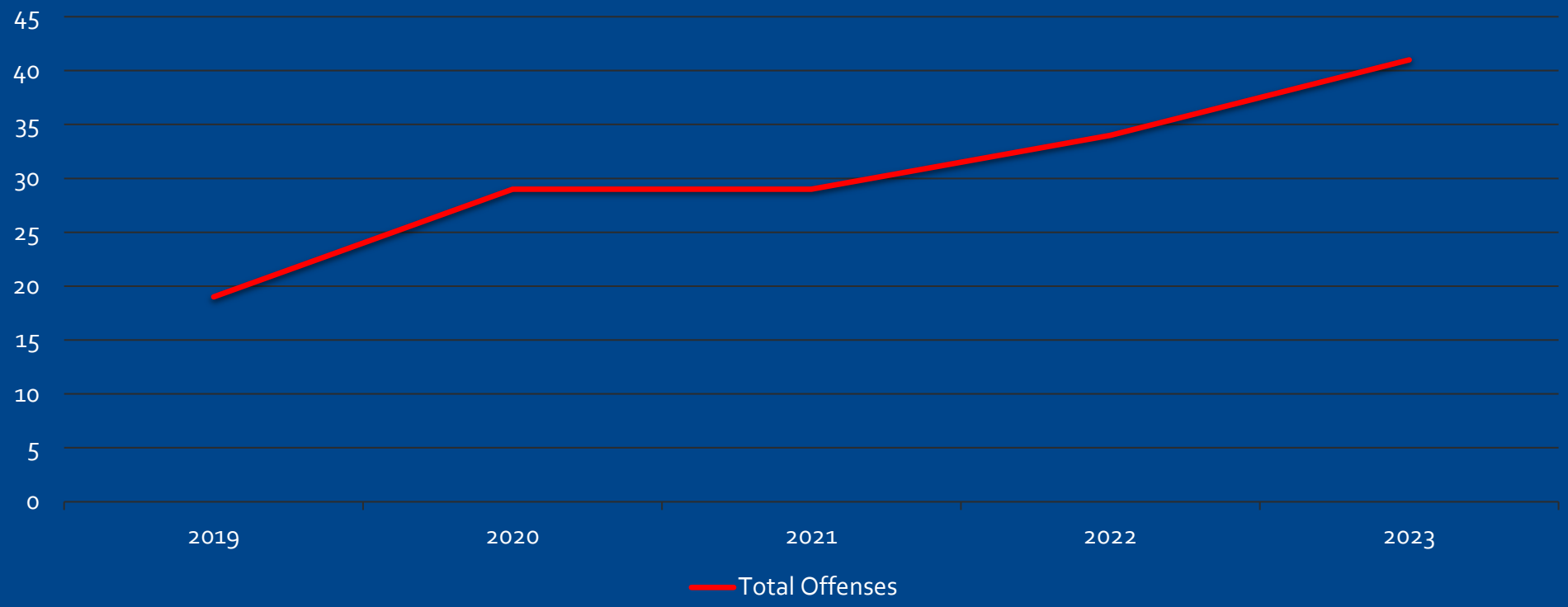
5 YEAR CRIME COMPARISON (GROUP A)



5 YEAR CRIME COMPARISON (GROUP B)

	2019	2020	2021	2022	2023
Total Reporting Offenses	19	29	29	34	41
Bad Checks	0	0	0	0	0
Curfew/Loitering/Vagrancy Violations	0	0	0	0	0
Disorderly Conduct	0	0	0	0	1
Driving Under the Influence	4	4	2	7	5
Drunkenness	1	2	1	4	0
Family Offenses, Nonviolent	0	0	0	1	5
Liquor Violations	0	0	3	0	2
Peeping Tom	0	0	0	0	0
Runaway	2	3	3	1	0
Trespass of Real Property	4	5	3	1	3
All Other Offenses	8	15	17	20	25

5 YEAR CRIME COMPARISON (GROUP B)



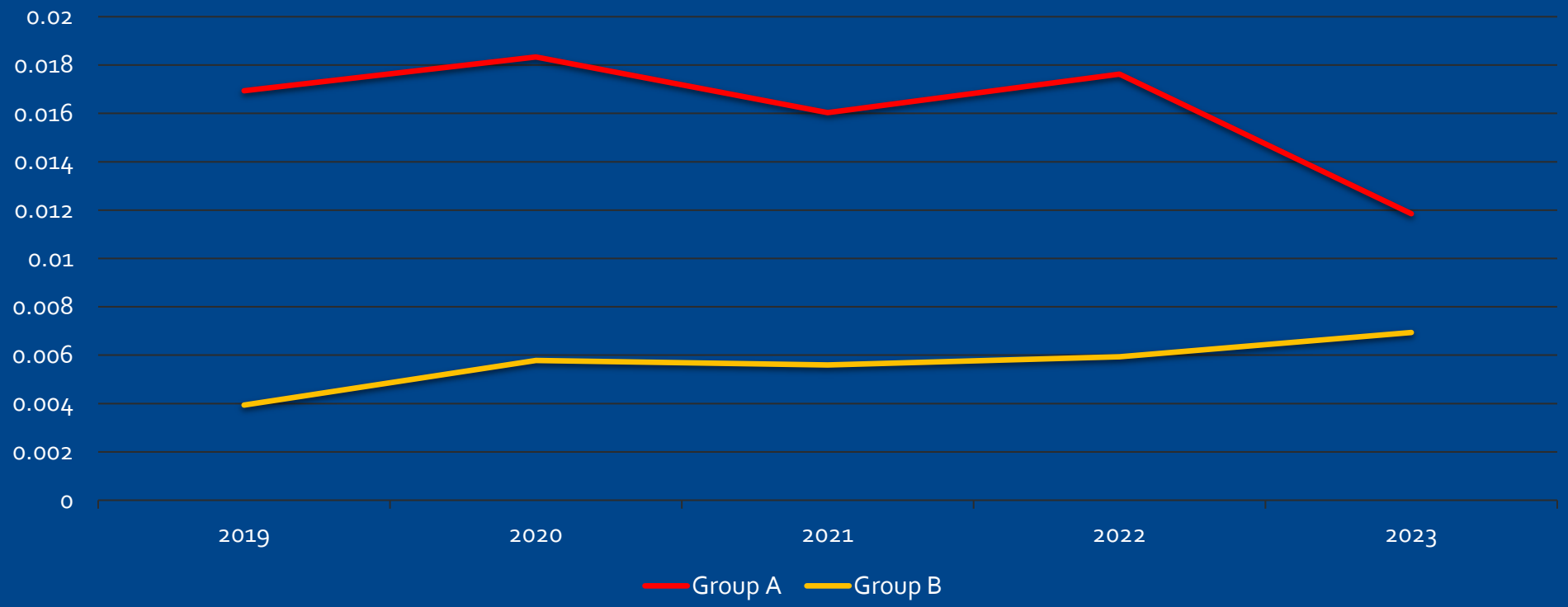
CRIME RATE PER CAPITA

Population	2019 4840+	2020 5020++	2021 5177+++	2022 5730++++	2023 5907*
Group A**	0.01694	0.01833	0.01603	0.01763	0.01185
Group B***	0.00393	0.00578	0.00560	0.00593	0.00694

+Population count as of Jan. 2019
++Population count as of Jan. 2020
+++Population count as of Jan. 2021
++++Population count as of Jan. 2022
* Population count as of Jan. 2023

- **Group A – Arson, Assault, Bribery, Burglary/Breaking and Entering, Counterfeiting/Forgery, Destruction/Damage/Vandalism of Property, Drug/Narcotic, Embezzlement, Extortion/Blackmail, Fraud, Gambling, Homicide, Human Trafficking, Kidnapping/Abduction, Larceny/Theft, Motor Vehicle Theft, Pornography/Obscene Material, Prostitution, Robbery, Sex Offenses, Stolen Property, Weapon Law Violations
- ***Group B – Bad Checks, Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under Influence, Drunkenness, Family Offenses Nonviolent, Liquor Violations, Peeping Tom, Runaway, Trespass of Real Property, All Other Offenses

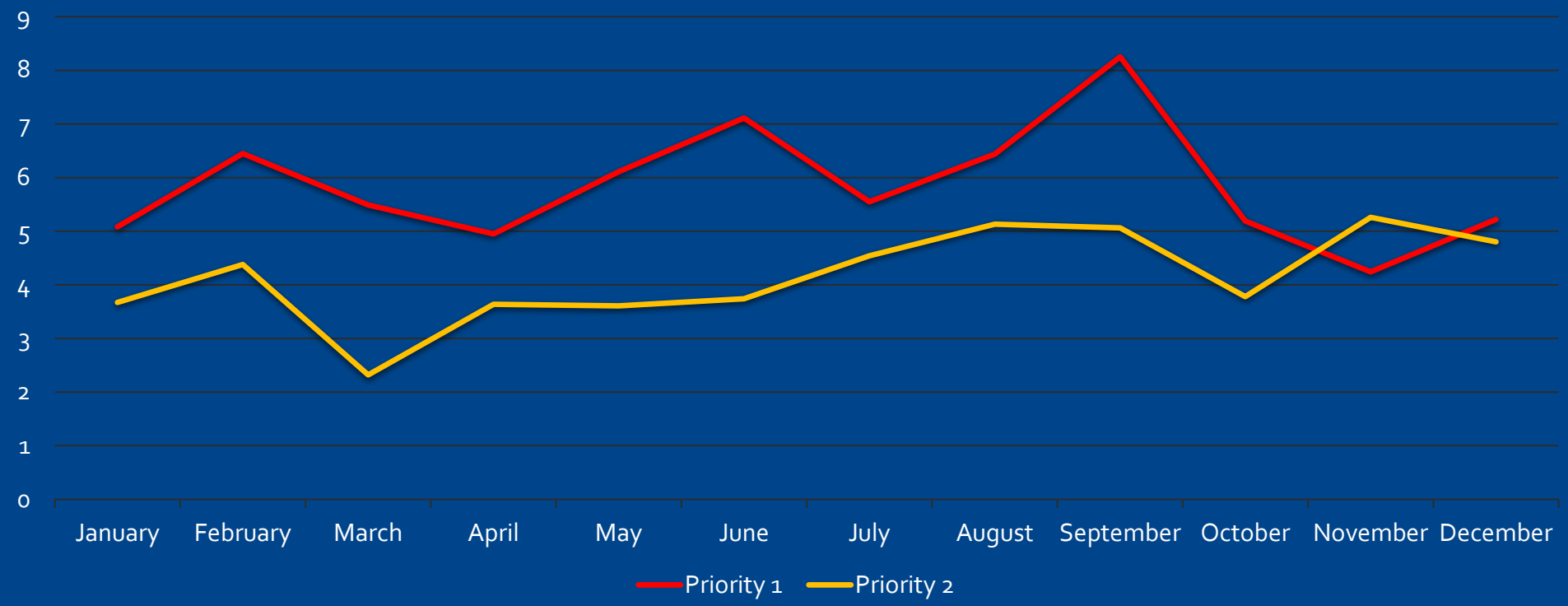
CRIME RATE PER CAPITA



RESPONSE TIMES - 2023

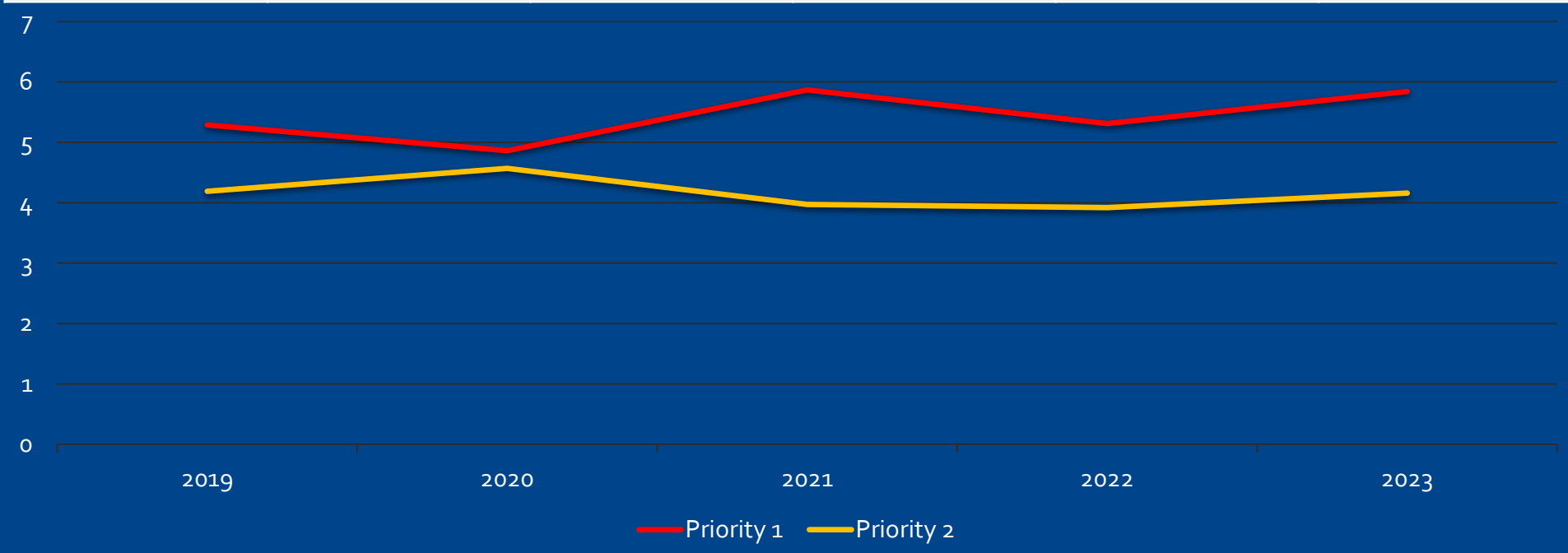
Response Times (Avg. Mins)	January	February	March	April	May	June
Priority 1	5.08	6.45	5.49	4.95	6.11	7.11
Priority 2	3.67	4.38	2.32	3.64	3.61	3.74
Response Times (Avg. Mins)	**July**	**August**	**September**	**October**	**November**	**December**
Priority 1	5.55	6.44	8.25	5.19	4.24	5.22
Priority 2	4.54	5.13	5.06	3.78	5.26	4.8

RESPONSE TIMES - 2023



RESPONSE TIMES – 5 YEARS

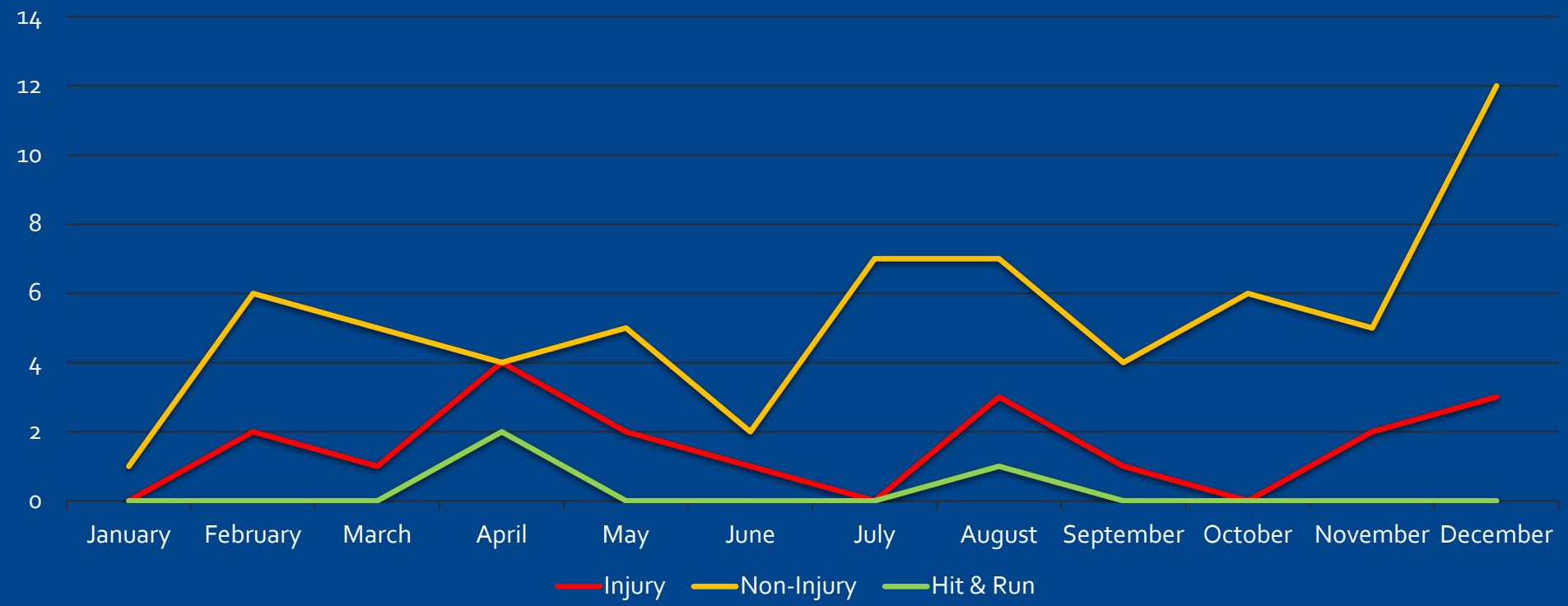
Response Times (Avg. Mins)	2019	2020	2021	2022	2023
Priority 1	5.29	4.86	5.87	5.31	5.84
Priority 2	4.19	4.57	3.97	3.92	4.16



ACCIDENTS – 2023

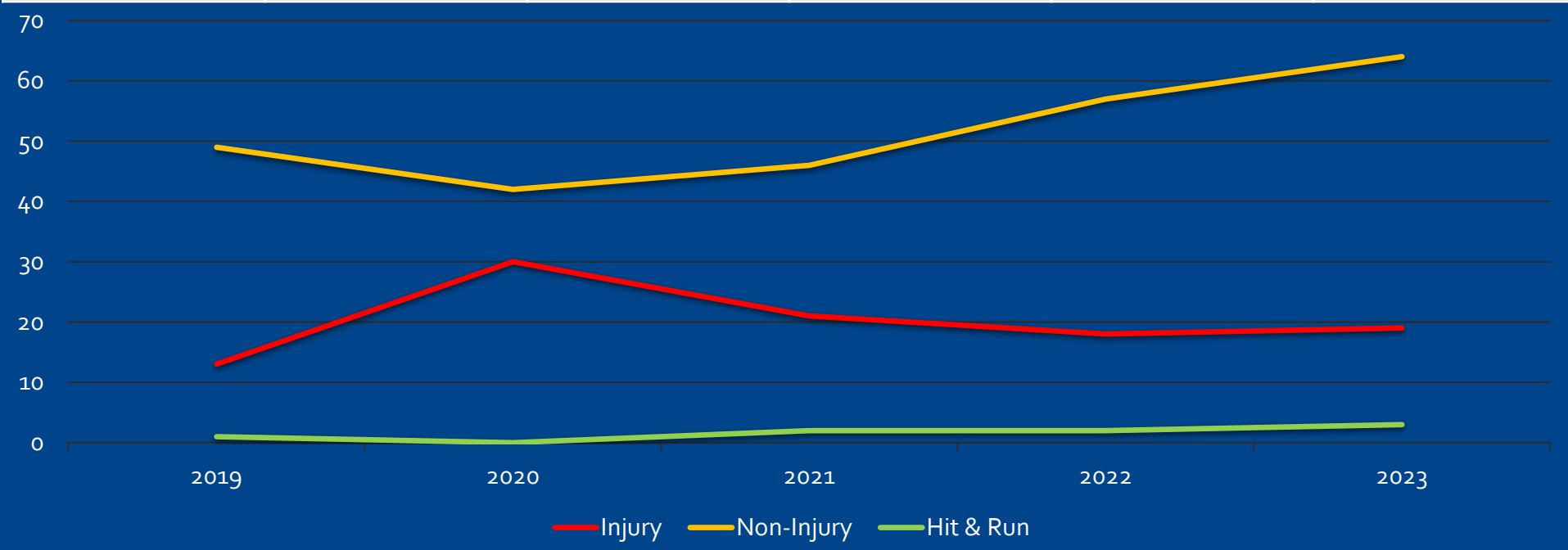
Accident Types	January	February	March	April	May	June
Injury – Major	0	2	1	4	2	1
Non-Injury – Minor	1	6	5	4	5	2
Hit & Run	0	0	0	2	0	0
Accident Types	**July**	**August**	**September**	**October**	**November**	**December**
Injury – Major	0	3	1	0	2	3
Non-Injury – Minor	7	7	4	6	5	12
Hit & Run	0	1	0	0	0	0

ACCIDENTS – 2023



ACCIDENTS – 5 YEARS

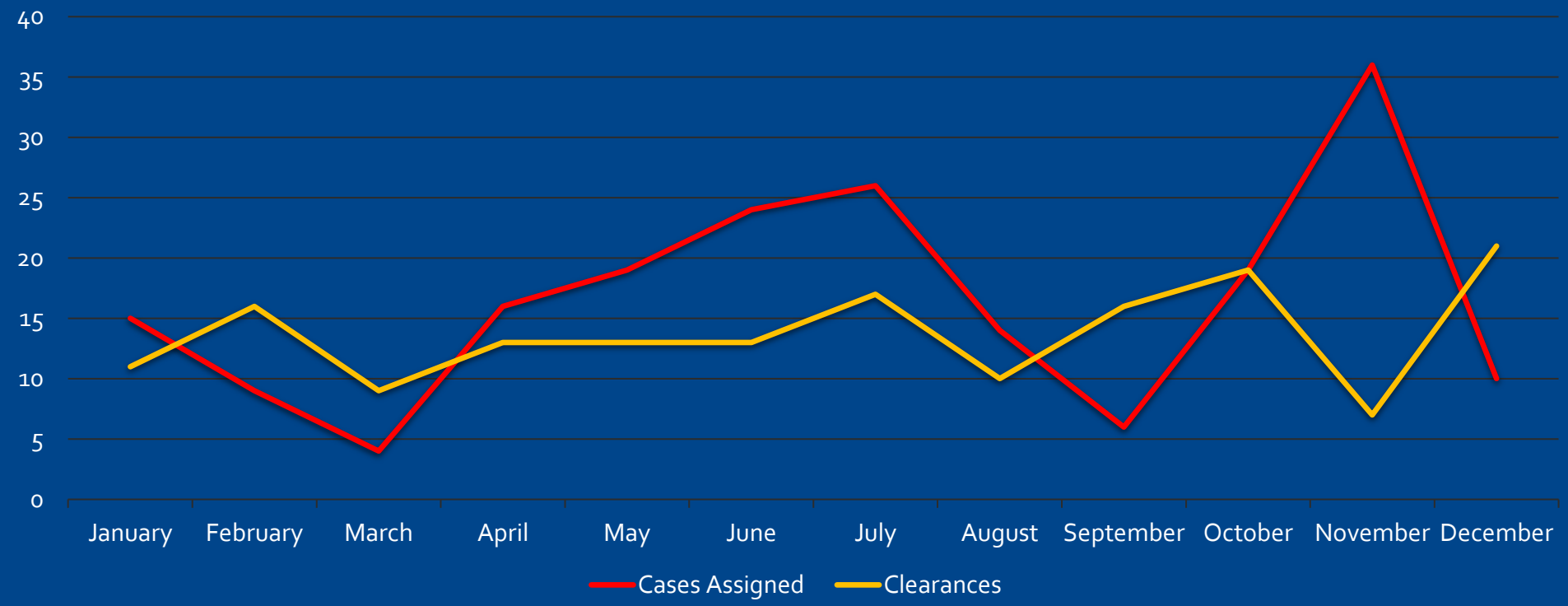
Accident Types	2019	2020	2021	2022	2023
Injury – Major	13	30	21	18	19
Non-Injury – Minor	49	42	46	57	64
Hit & Run	1	0	2	2	3



INVESTIGATIONS - 2023

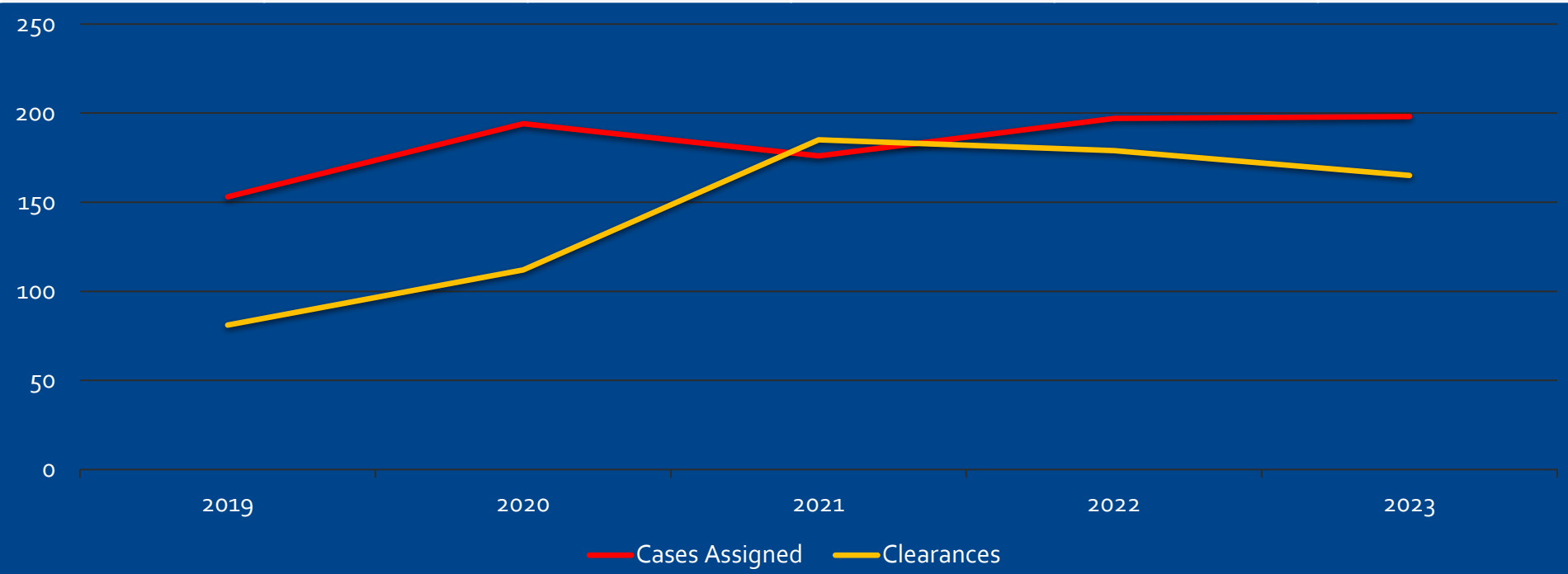
Investigation	January	February	March	April	May	June
Case Assigned	15	9	4	16	19	24
Clearances	11	16	9	13	13	13
Investigation	**July**	**August**	**September**	**October**	**November**	**December**
Case Assigned	26	14	6	19	36	10
Clearances	17	10	16	19	7	21

INVESTIGATIONS – 2023



INVESTIGATIONS – 5 YEARS

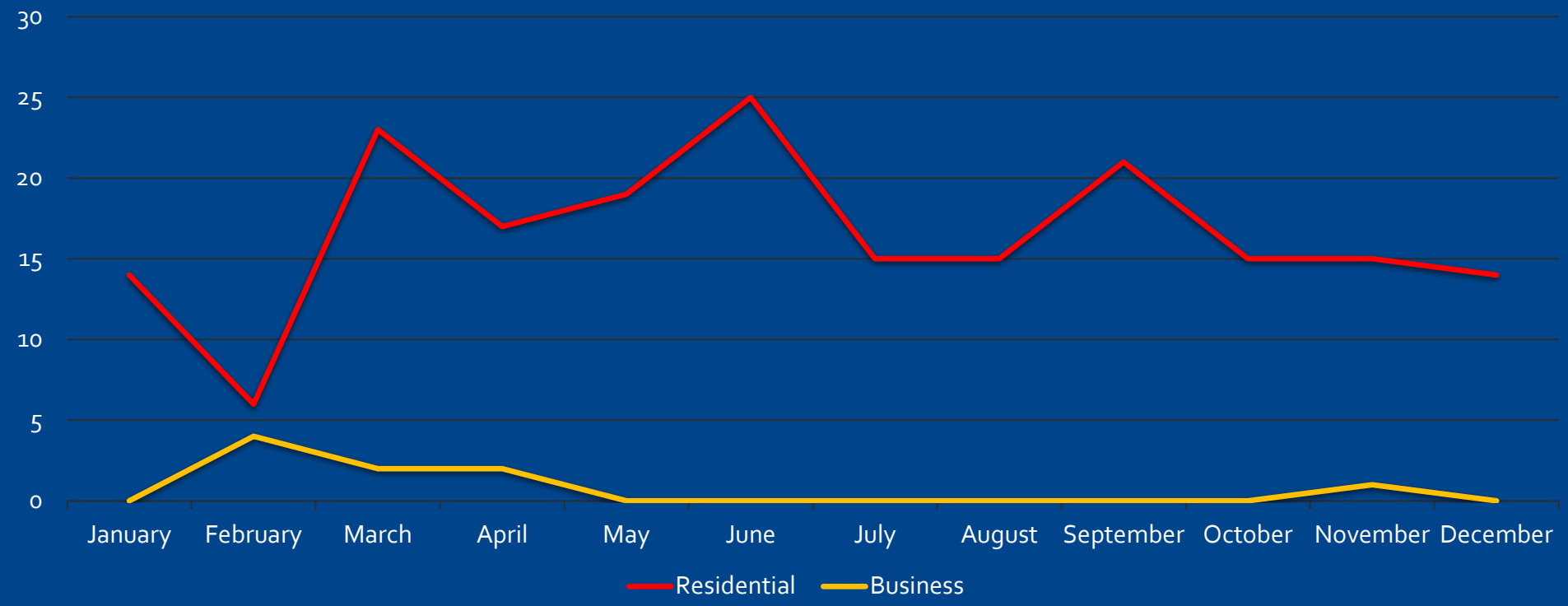
Investigation	2019	2020	2021	2022	2023
Cases Assigned	153	194	176	197	198
Clearances	81	112	185	179	165



ALARMS - 2023

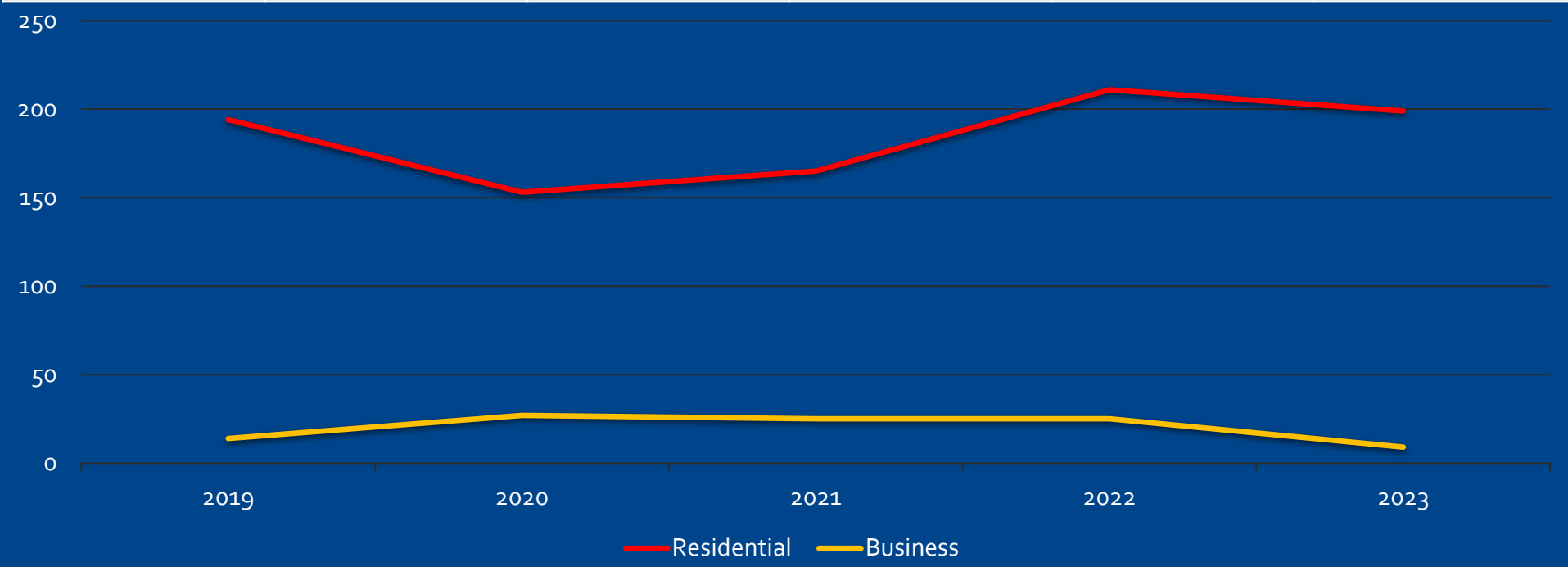
Alarm Activity	January	February	March	April	May	June
Residential	14	6	23	17	19	25
Business	0	4	2	2	0	0
Total	14	10	25	19	19	25
Alarm Activity	**July**	**August**	**September**	**October**	**November**	**December**
Residential	15	15	21	15	15	14
Business	0	0	0	0	1	0
Total	15	15	21	15	16	14

ALARMS – 2023


30
25
20
15
10
5
0
January
February
March
April
May
June
July
August
September
October
November
December
Residential
Business

ALARMS – 5 YEARS

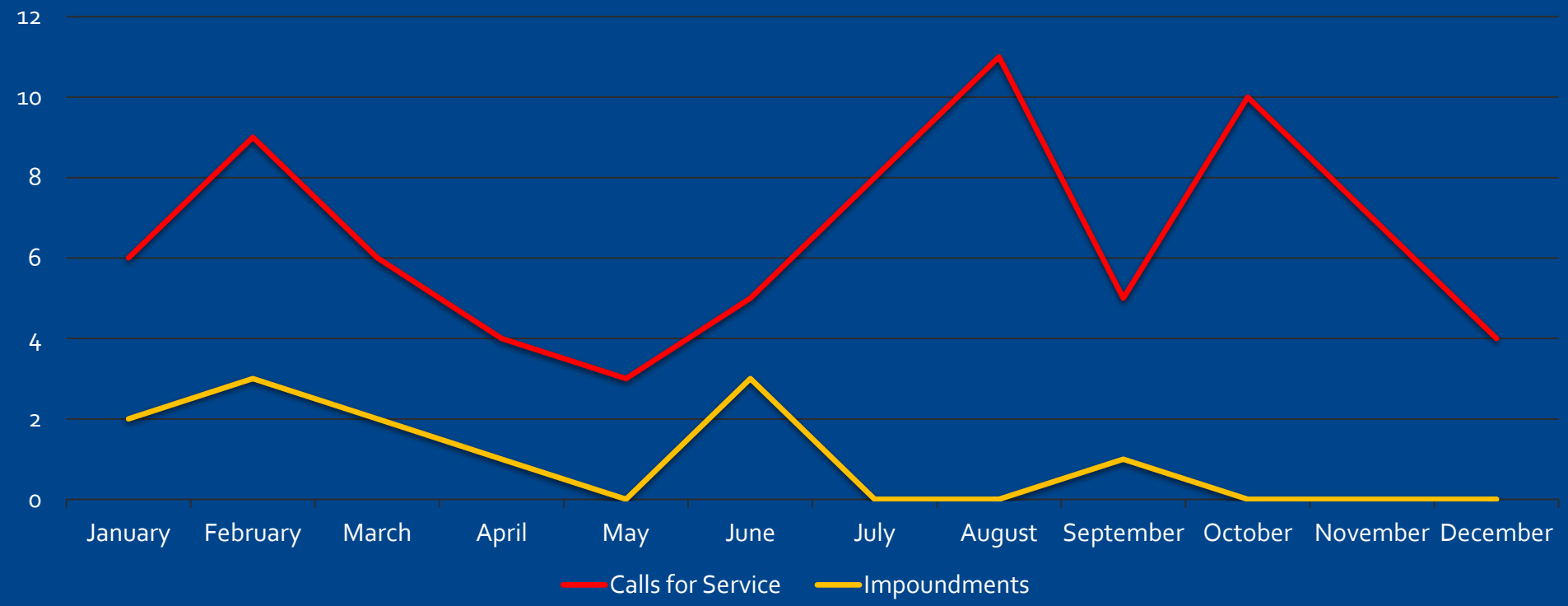
Alarm Activity	2019	2020	2021	2022	2023
Residential	194	153	165	211	199
Business	14	27	25	25	9
Total	208	180	190	236	208



ANIMAL SERVICES - 2023

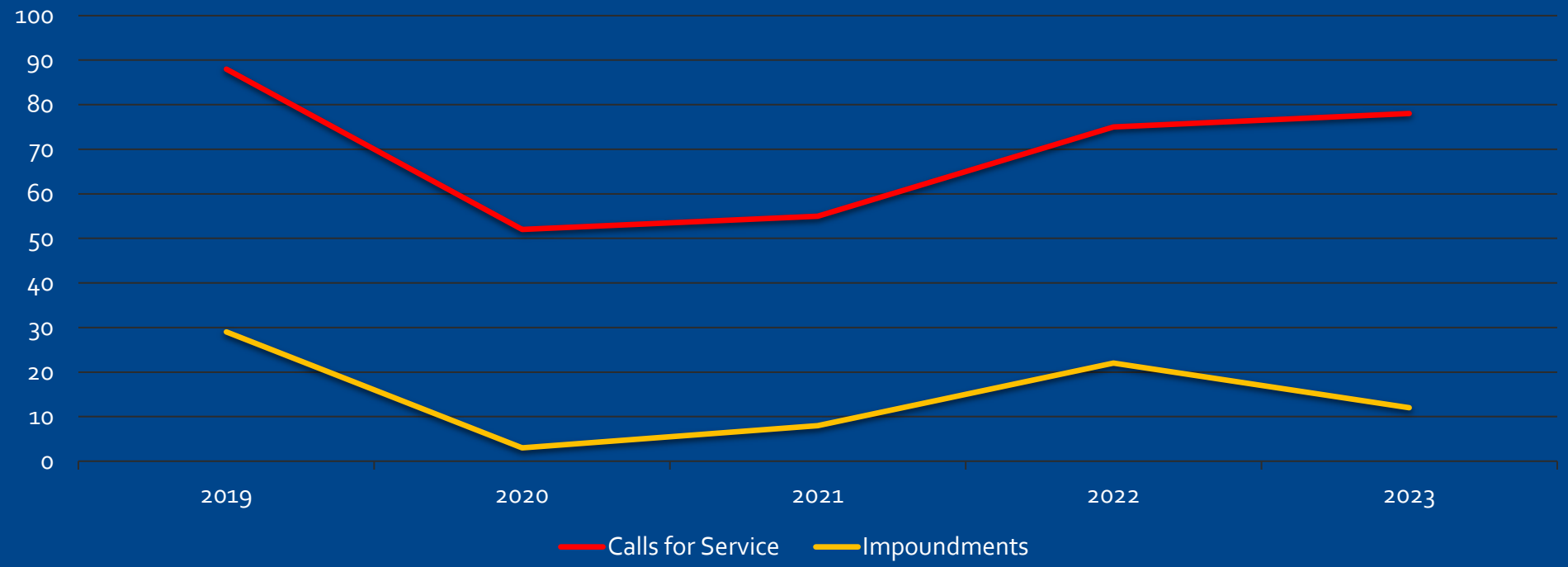
Service Activity	January	February	March	April	May	June
Calls for Service	6	9	6	4	3	5
Impoundments	2	3	2	1	0	3
Service Activity	**July**	**August**	**September**	**October**	**November**	**December**
Calls for Service	8	11	5	10	7	4
Impoundments	0	0	1	0	0	0

ANIMAL SERVICES - 2023



ANIMAL SERVICES – 5 YEARS

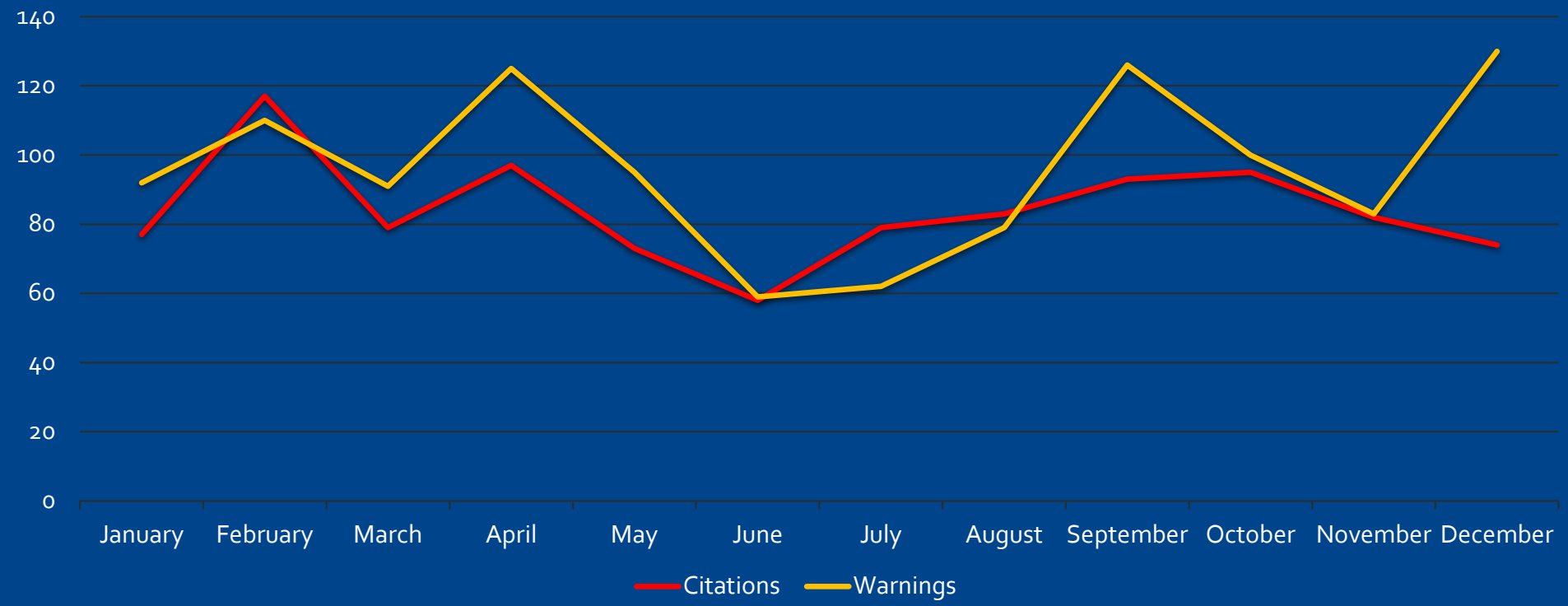
Service Activity	2019	2020	2021	2022	2023
Calls for Service	88	52	55	75	78
Impoundments	29	3	8	22	12



CITATIONS - 2023

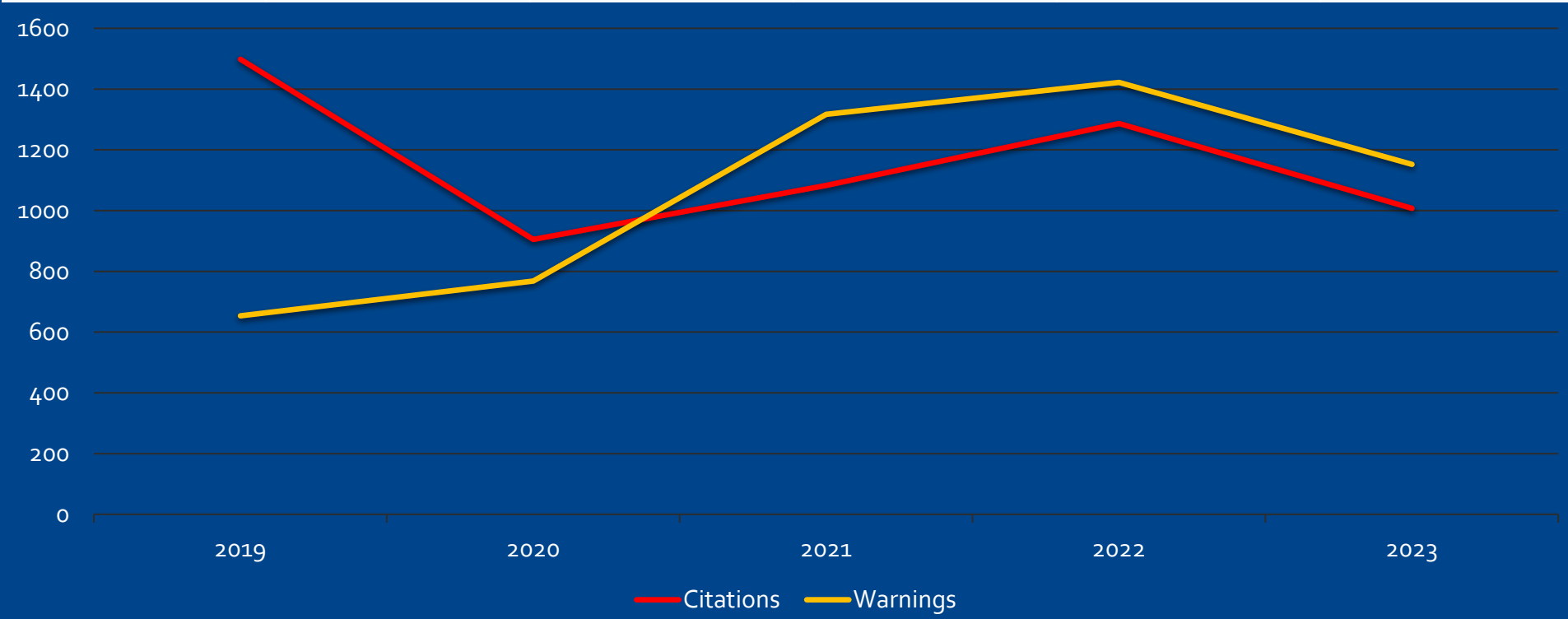
Citations	January	February	March	April	May	June
Citations	77	117	79	97	73	58
Warnings	92	110	91	125	95	59
Citations	**July**	**August**	**September**	**October**	**November**	**December**
Citations	79	83	93	95	82	74
Warnings	62	79	126	100	83	130

CITATIONS - 2023



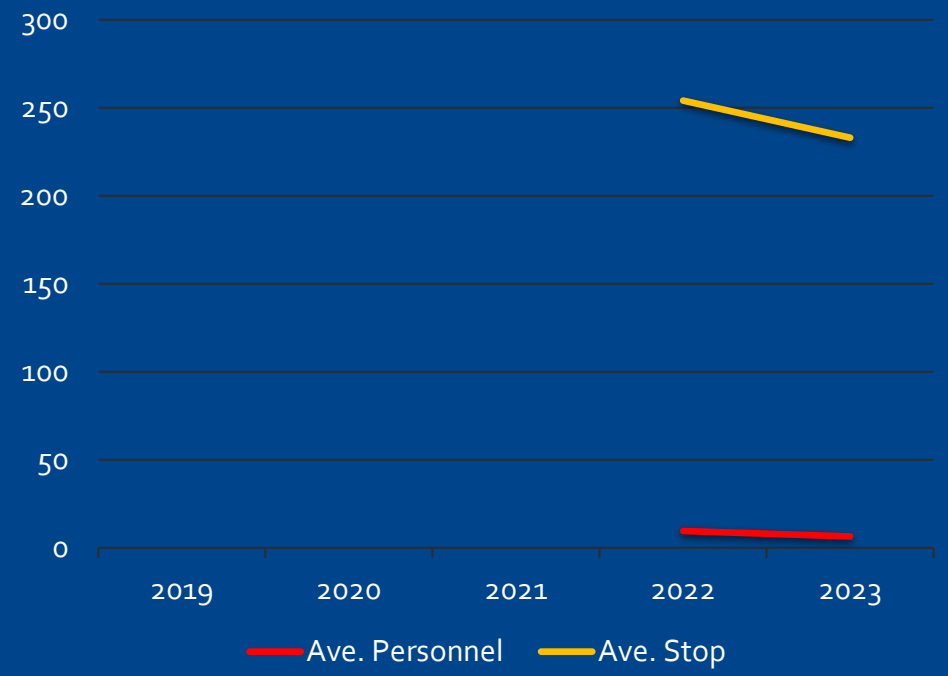
CITATIONS – 5 YEARS

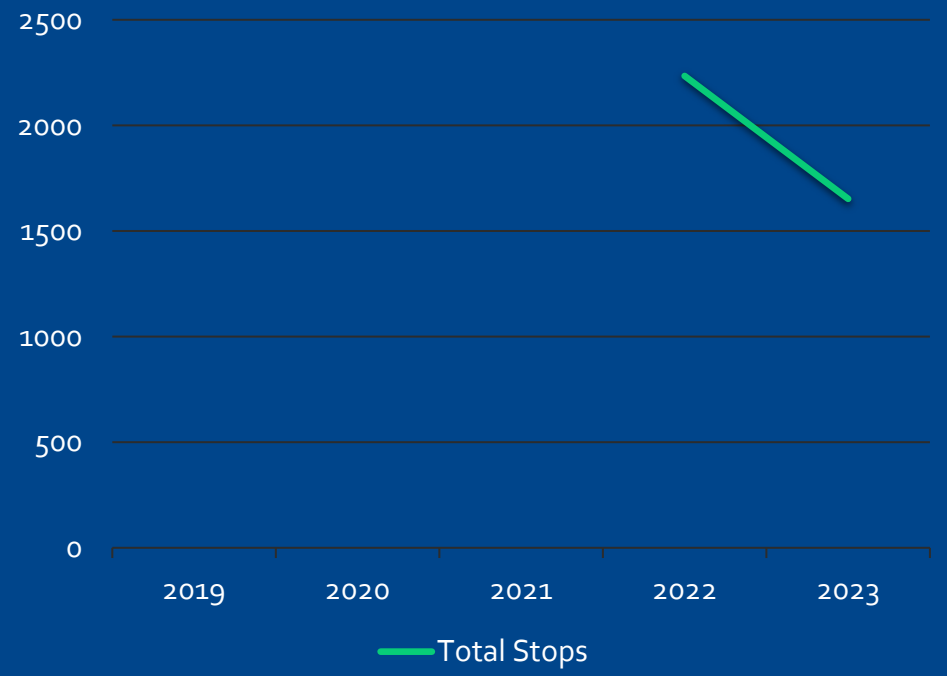
Citations	2019	2020	2021	2022	2023
Citations	1498	905	1083	1287	1007
Warnings	654	768	1317	1422	1152



TRAFFIC ENFORCEMENT – 5 YEARS

Traffic Stops	2019	2020	2021	2022	2023
Ave. Personnel	N/A	N/A	N/A	9.58	6.5
Ave. Stops per Person	N/A	N/A	N/A	254	233
Total Stop per Year	N/A	N/A	N/A	2234	1652





- This data is newly added beginning 2022

ONGOING COMMUNITY PROGRAMS & EVENTS

- National Night Out
  - Held in October in neighborhoods throughout the city, a community-police awareness-raising event. All Officers responded at the same time to each event allowing for longer interaction with community members, which was received well by the citizens.
- Speed Radar Trailer
  - This program allows the Parker Police Department to set up a speed radar trailer at different intervals and locations throughout the City to help remind motorists of the speed limits. This helps greatly in reducing the amount of speeding and reckless driving incidents throughout the City.
- National Drug Take Back
  - This program, in conjunction with the Drug Enforcement Administration (DEA), allows the Parker Police Department to participate in a nationwide collaborative effort focused on removing potentially dangerous controlled substances from our nation's medicine cabinets. This is a unified opportunity for the public to surrender expired, unwanted, or unused pharmaceutical controlled substances and other medications to law enforcement officers for destruction at no cost to the City or its Citizens.

LOOKING FORWARD

- In the upcoming year, we will strive to
  - Increase our recruiting efforts towards bringing the department to full staff with quality applicants
  - Research and develop a Reserve Officer Program.
    - By Policy Development(s) and Recruitment
  - Increase operational safety and capabilities through advanced and continued training.
    - Re-organization of departmental units and rank structure.
  - Increase community engagement. “Ideas from the community welcome”.
    - Coffee with a Cop
    - Community Toy/Food drives

PARKER POLICE DEPARTMENT

2023 Annual Report

MESSAGE FROM THE CHIEF

As you know, 2023 remained a challenging year for the Parker Police Department as we continued to fight through enormous challenges of staff shortages, on-duty injuries, and recruitment issues. Most of these issues plague Law Enforcement as a whole, and we are no different. I continue to be extremely proud of the staff and how they managed themselves in the face of these adversities. They have been willing to do whatever it takes to keep the shifts staffed and our citizens protected. They all have done a fantastic job, often doing the work of more than one person, and continue to serve Parker with honor and distinction!

As we look ahead to 2024, we are applying the lessons learned, and using the innovations coming available to continue providing law enforcement services in the safest manner possible and with the utmost professionalism. We intend to continue forward and to increase our efforts in community engagement and advancing the Police Department to meet the ever-changing needs of our community and citizens alike.

We have completed the backgrounds of 2 new officers who have been hired to fill some of our vacant police officer positions. We intend to continue with our current recruiting/background efforts to find individuals capable and worthy of becoming members of our community and the police department family.

We would like to thank the Citizens of Parker, the Mayor, and the City Council for your continued support throughout 2023 and we look forward to what 2024 will bring. Please accept our Parker Police Department 2023 Annual Report.

In service to you,

Kenneth Price
Chief of Police

OUR VISION

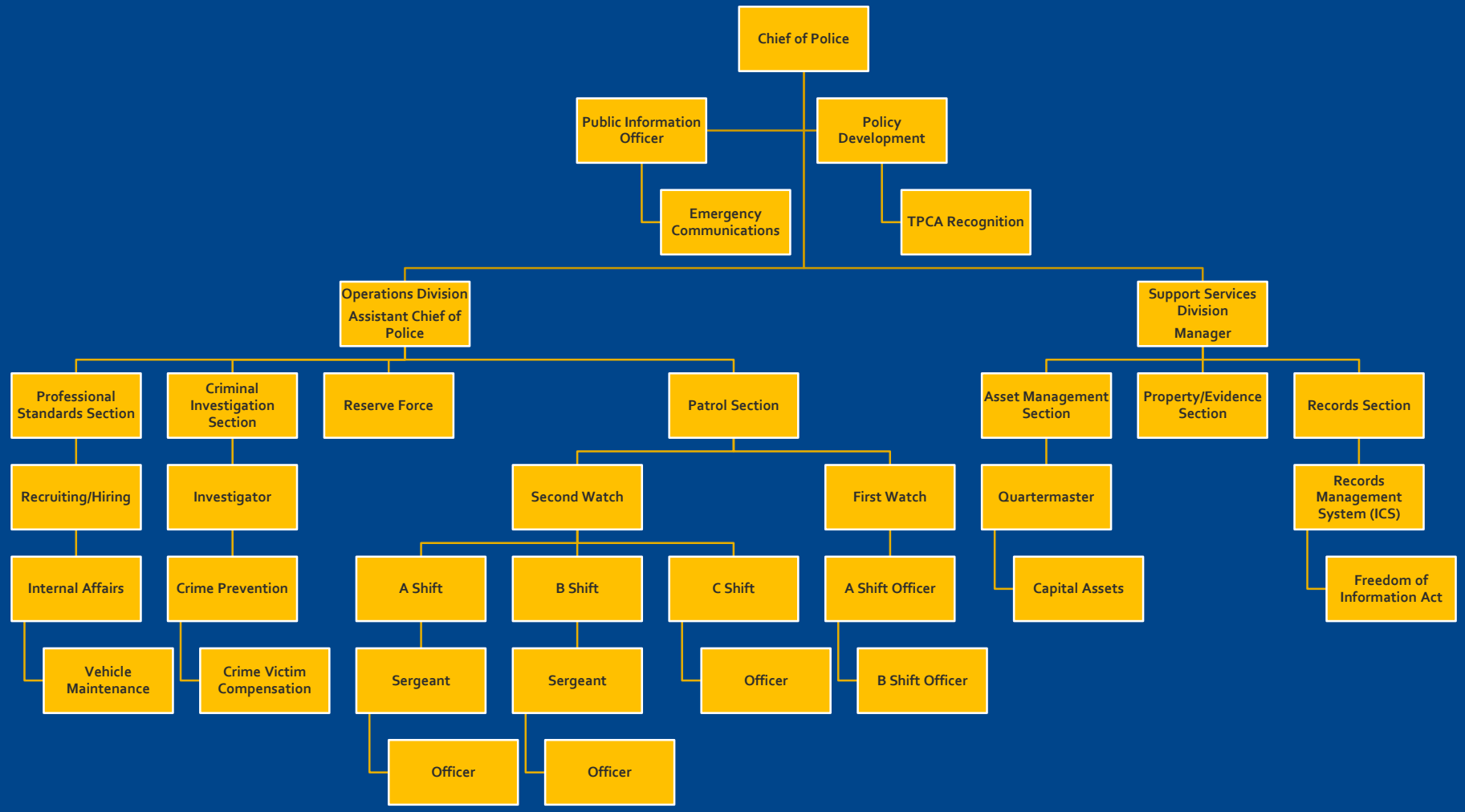
The Parker Police Department is committed to providing high quality police services to the community through community partnerships, problem-solving strategies, innovation, creativity, adaptability to an ever-changing environment and a participative management style through highly trained and disciplined employees using the latest technology.

Furthermore, we recognize that our most valuable resource in this commitment is our people, and we strive to create a positive working atmosphere where creativity and participation abound.

OUR MISSION

The mission of the Parker Police Department is to serve our community by providing professional, courteous and unbiased law enforcement services, thus making the City of Parker a safe place to live, visit and work.

ORGANIZATIONAL CHART



PARKER POLICE STRUCTURE

Office of the Chief of Police

- Policy Development
- Recognition Program
- Budget/Purchasing
- Public Information Officer
- Emergency Communications

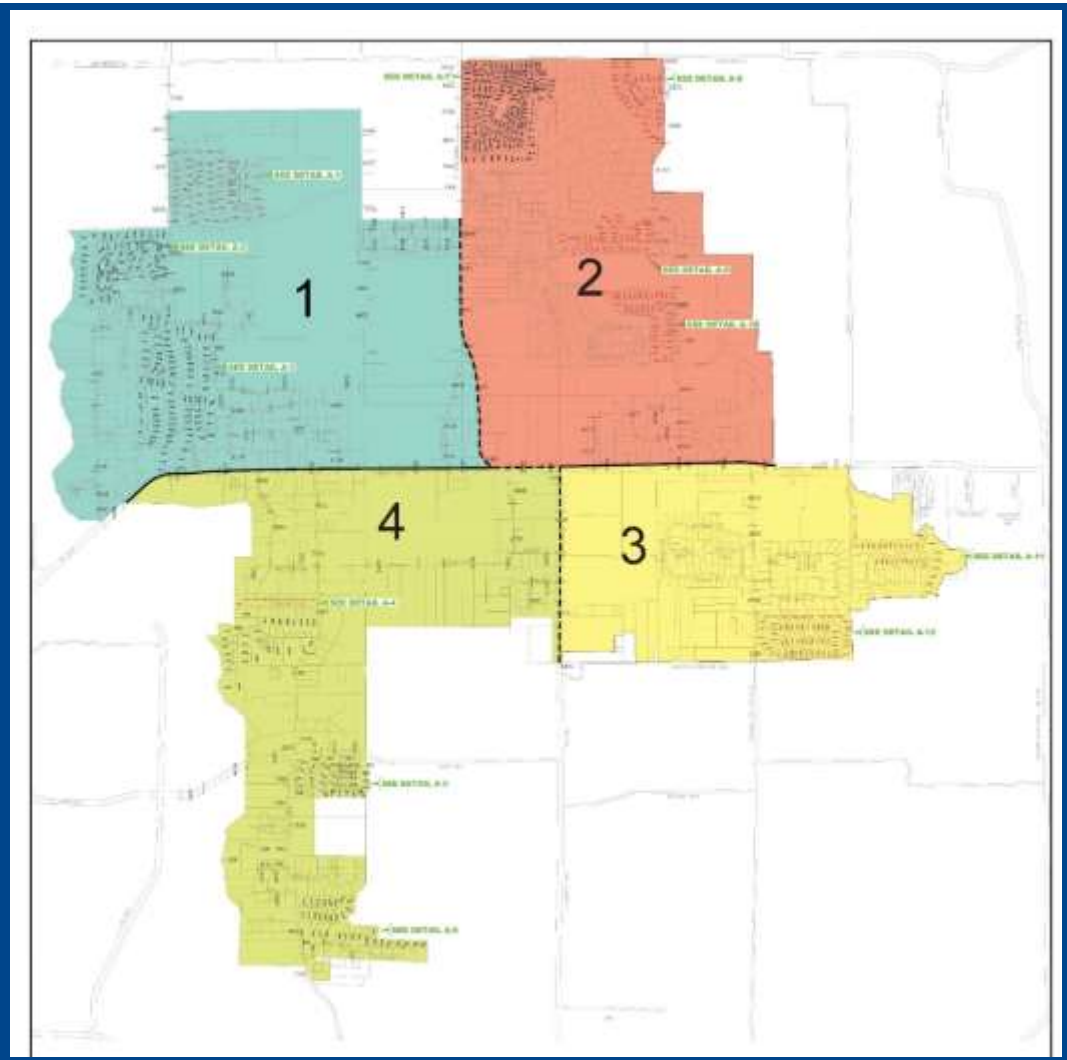
Support Services Division

- Asset Management
  - Quartermaster
  - Capital Assets
- Property/Evidence
- Records
  - Records Management System (ICS)
  - Freedom of Information Act

Shared Operations Division Functions

- Professional Standards
  - Internal Affairs
  - Recruiting/Hiring
  - Vehicle Maintenance
- Criminal Investigation
  - Crime Prevention
  - Crimes Against Persons
  - Property Crimes
  - Juvenile Crimes
  - Crime Analysis
  - Crime Victim Compensation
- Reserve Force
- Uniform Patrol
- Community Services
- Special Events/Part-Time Jobs

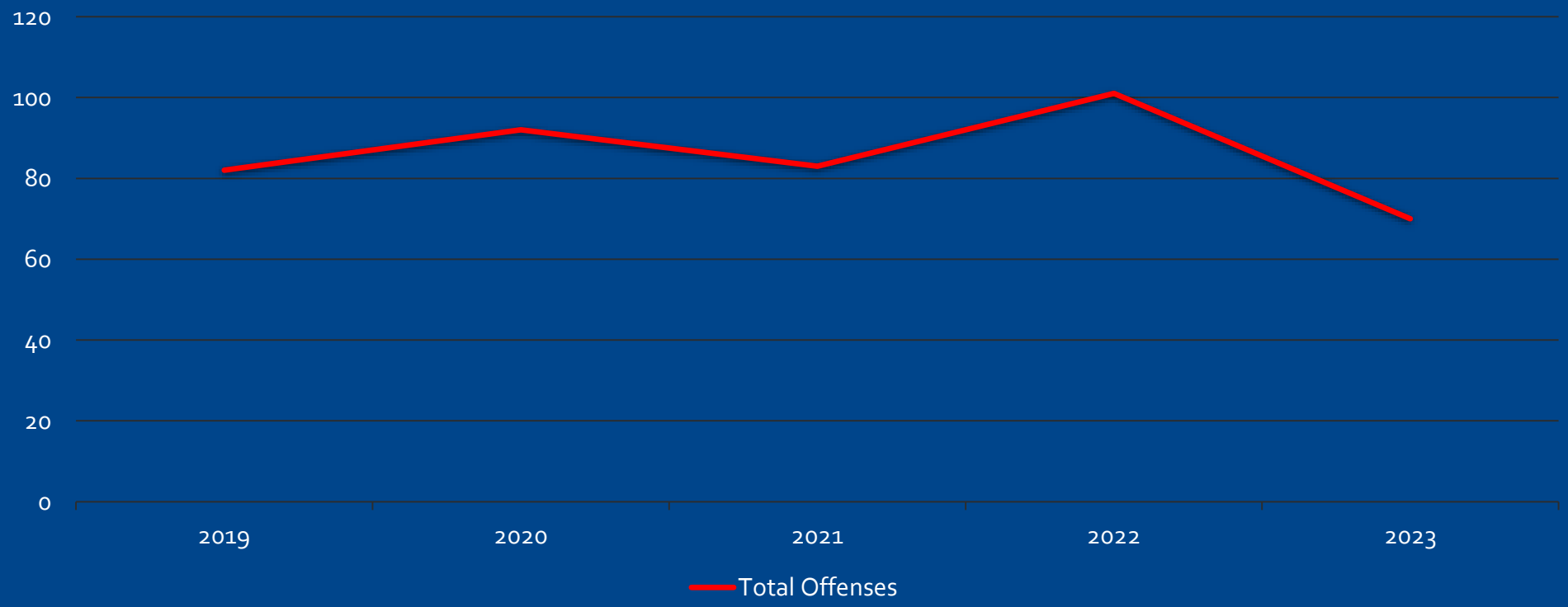
POLICE BEAT MAP - CITY



5 YEAR CRIME COMPARISON (GROUP A)

	2019	2020	2021	2022	2023
Total Reporting Offenses	82	92	83	101	70
Arson	0	0	0	0	0
Aggravated Assault	7	8	5	9	10
Bribery	0	0	0	0	0
Burglary/Breaking and Entering	7	12	5	5	3
Counterfeiting/Forgery	4	2	1	8	0
Destruction/Damage/Vandalism of Property	8	19	12	12	12
Drug/Narcotics	17	8	11	18	13
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	1	1	0
Fraud	11	24	20	27	15
Gambling	0	0	0	0	0
Homicide	0	0	0	0	0
Human Trafficking	0	0	0	0	0
Kidnapping/Abduction	0	0	0	0	0
Theft – Larceny	21	16	22	18	13
Motor Vehicle Theft	0	1	0	3	0
Pornography/Obscene Material	1	0	0	0	0
Prostitution	0	0	0	0	0
Robbery	0	0	0	0	0
Sex Offenses	4	1	3	0	1
Stolen Property	2	0	1	0	0
Weapon Law Violations	0	1	2	0	3

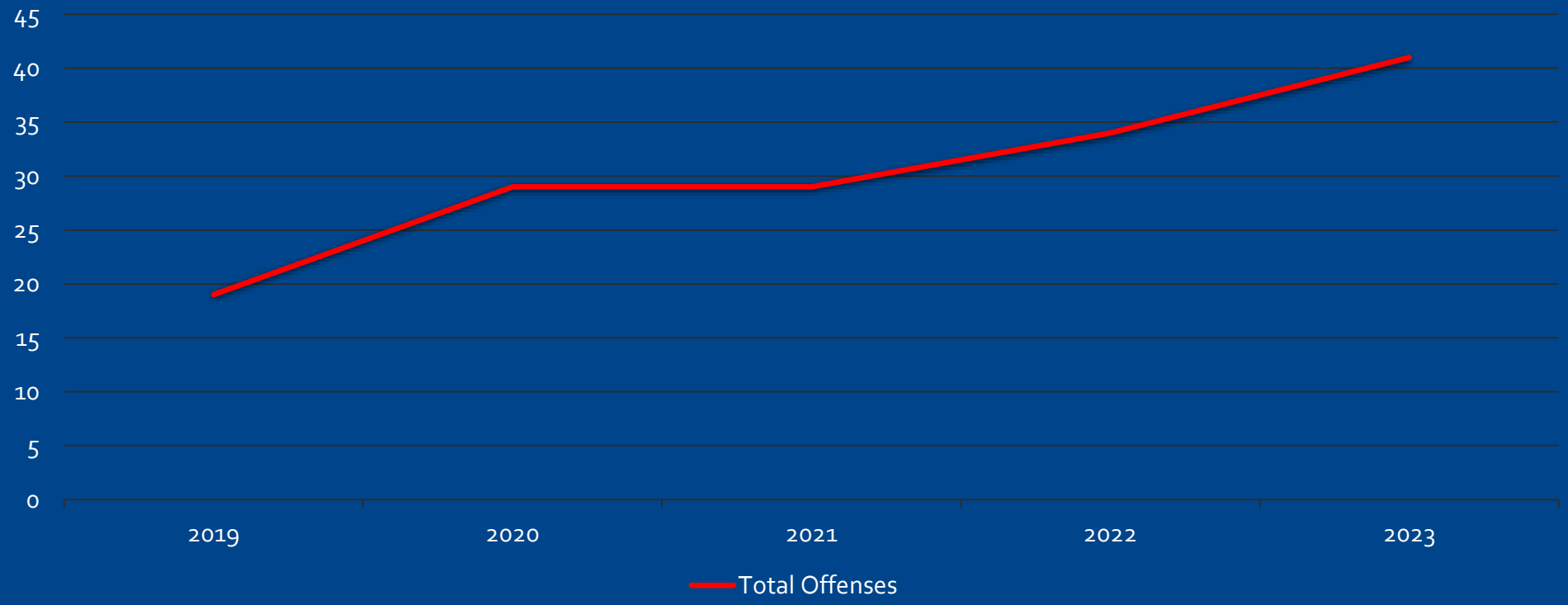
5 YEAR CRIME COMPARISON (GROUP A)



5 YEAR CRIME COMPARISON (GROUP B)

	2019	2020	2021	2022	2023
Total Reporting Offenses	19	29	29	34	41
Bad Checks	0	0	0	0	0
Curfew/Loitering/Vagrancy Violations	0	0	0	0	0
Disorderly Conduct	0	0	0	0	1
Driving Under the Influence	4	4	2	7	5
Drunkenness	1	2	1	4	0
Family Offenses, Nonviolent	0	0	0	1	5
Liquor Violations	0	0	3	0	2
Peeping Tom	0	0	0	0	0
Runaway	2	3	3	1	0
Trespass of Real Property	4	5	3	1	3
All Other Offenses	8	15	17	20	25

5 YEAR CRIME COMPARISON (GROUP B)



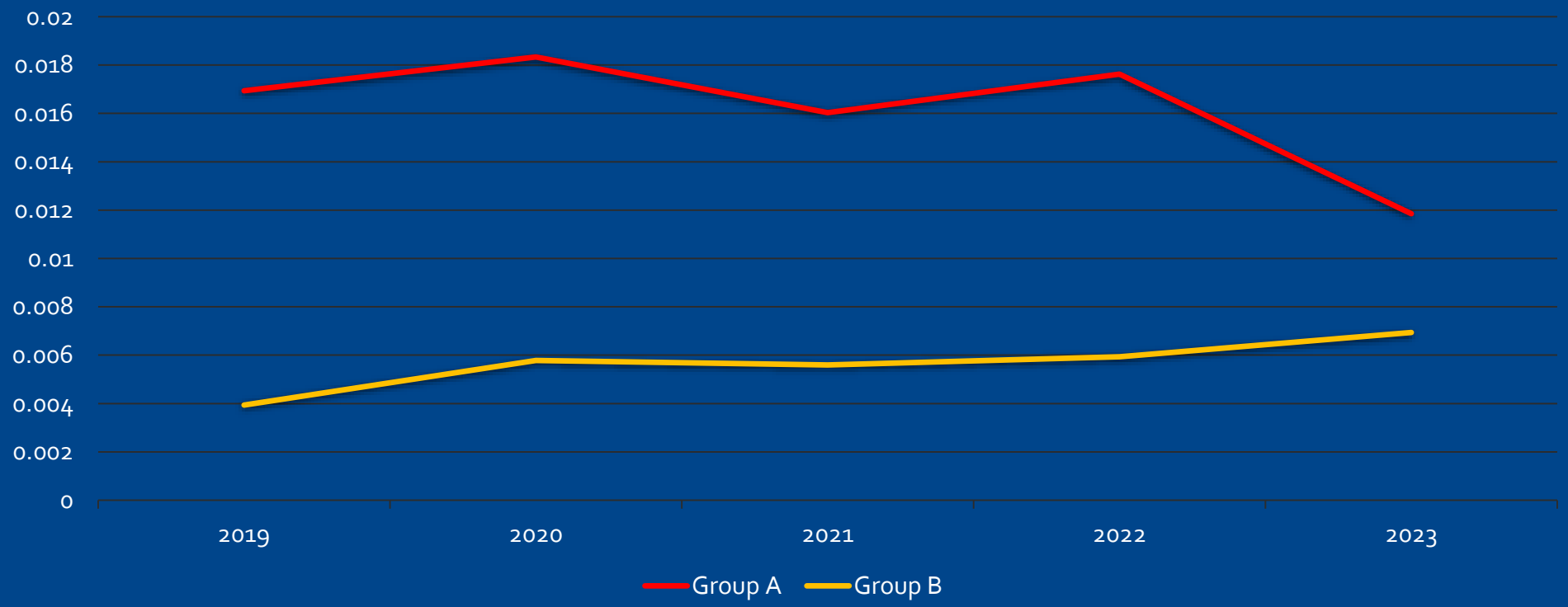
CRIME RATE PER CAPITA

Population	2019 4840+	2020 5020++	2021 5177+++	2022 5730++++	2023 5907*
Group A**	0.01694	0.01833	0.01603	0.01763	0.01185
Group B***	0.00393	0.00578	0.00560	0.00593	0.00694

+Population count as of Jan. 2019
++Population count as of Jan. 2020
+++Population count as of Jan. 2021
++++Population count as of Jan. 2022
* Population count as of Jan. 2023

- **Group A – Arson, Assault, Bribery, Burglary/Breaking and Entering, Counterfeiting/Forgery, Destruction/Damage/Vandalism of Property, Drug/Narcotic, Embezzlement, Extortion/Blackmail, Fraud, Gambling, Homicide, Human Trafficking, Kidnapping/Abduction, Larceny/Theft, Motor Vehicle Theft, Pornography/Obscene Material, Prostitution, Robbery, Sex Offenses, Stolen Property, Weapon Law Violations
- ***Group B – Bad Checks, Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under Influence, Drunkenness, Family Offenses Nonviolent, Liquor Violations, Peeping Tom, Runaway, Trespass of Real Property, All Other Offenses

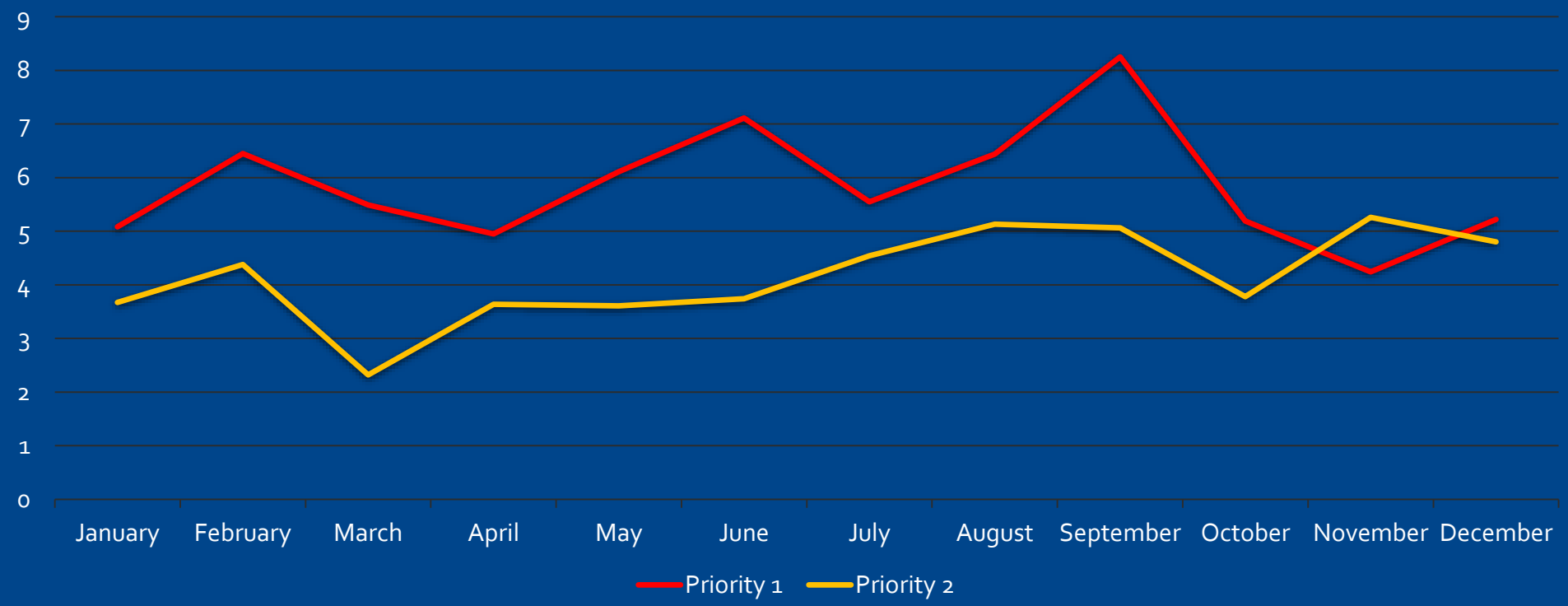
CRIME RATE PER CAPITA



RESPONSE TIMES - 2023

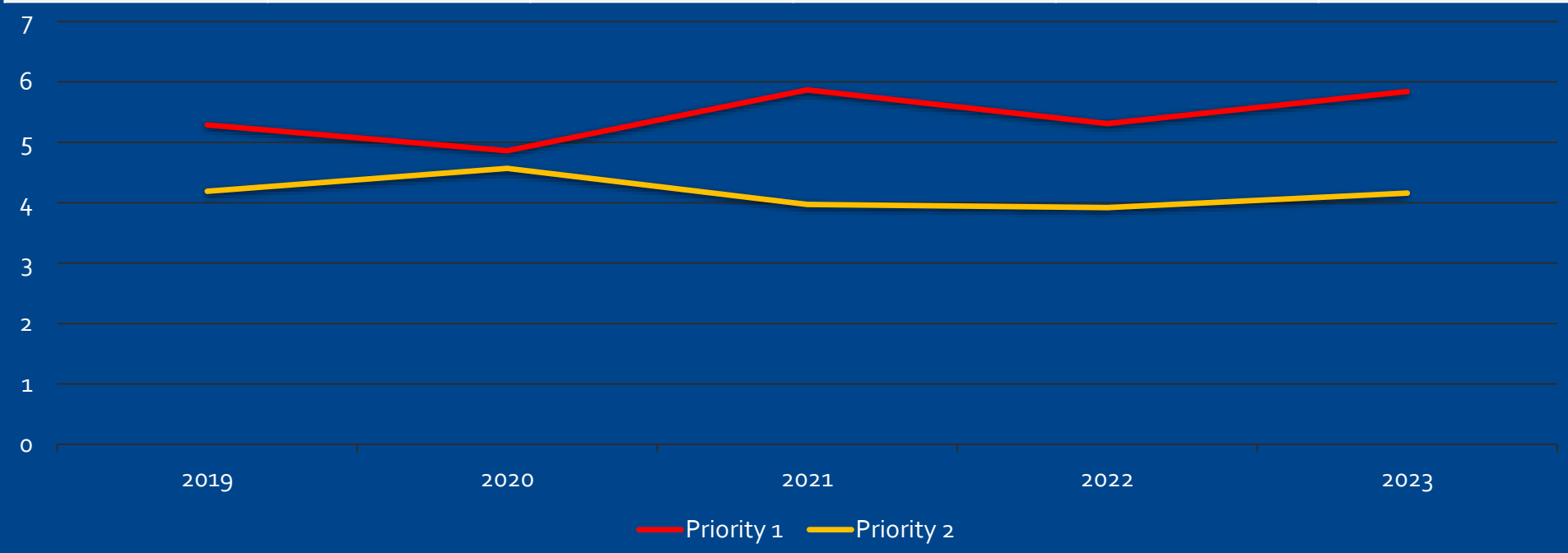
Response Times (Avg. Mins)	January	February	March	April	May	June
Priority 1	5.08	6.45	5.49	4.95	6.11	7.11
Priority 2	3.67	4.38	2.32	3.64	3.61	3.74
Response Times (Avg. Mins)	**July**	**August**	**September**	**October**	**November**	**December**
Priority 1	5.55	6.44	8.25	5.19	4.24	5.22
Priority 2	4.54	5.13	5.06	3.78	5.26	4.8

RESPONSE TIMES - 2023



RESPONSE TIMES – 5 YEARS

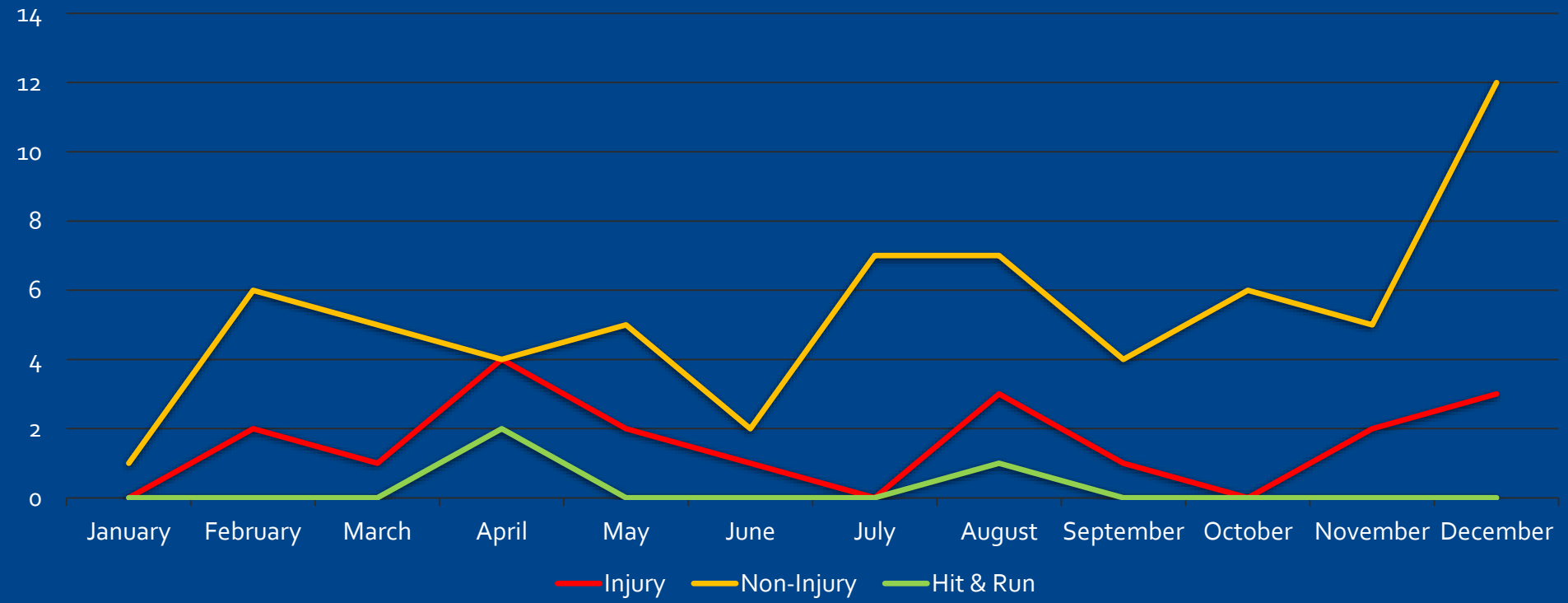
Response Times (Avg. Mins)	2019	2020	2021	2022	2023
Priority 1	5.29	4.86	5.87	5.31	5.84
Priority 2	4.19	4.57	3.97	3.92	4.16



ACCIDENTS – 2023

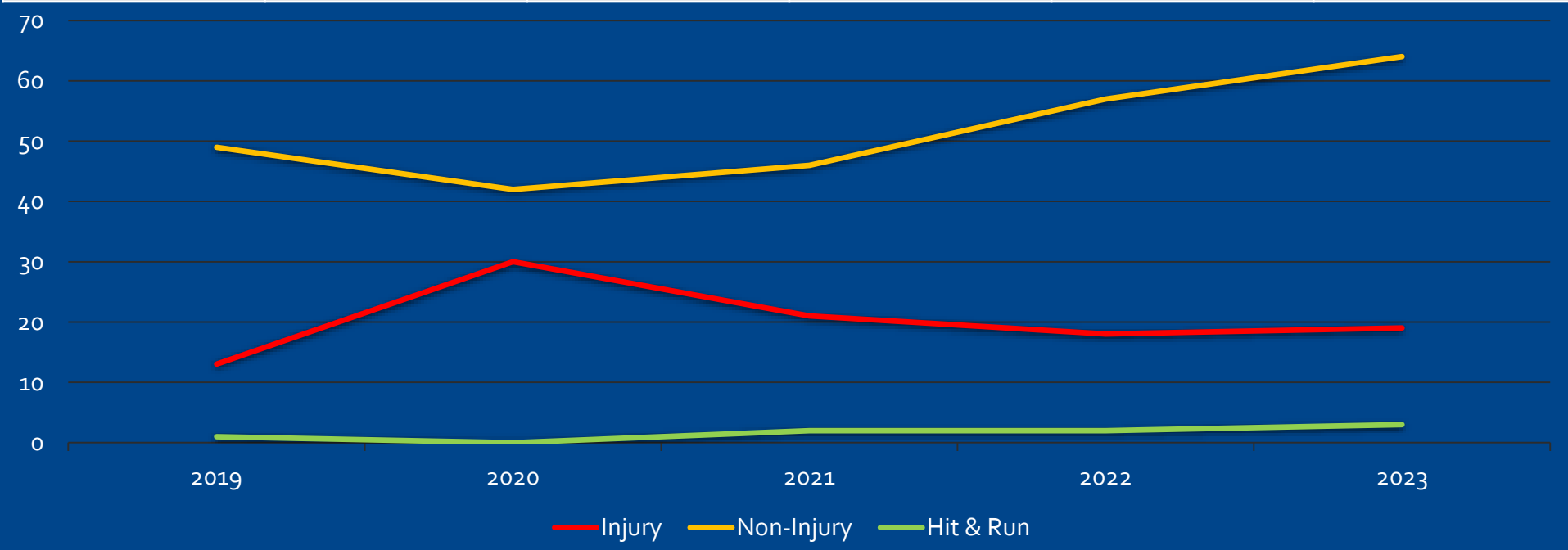
Accident Types	January	February	March	April	May	June
Injury – Major	0	2	1	4	2	1
Non-Injury – Minor	1	6	5	4	5	2
Hit & Run	0	0	0	2	0	0
Accident Types	**July**	**August**	**September**	**October**	**November**	**December**
Injury – Major	0	3	1	0	2	3
Non-Injury – Minor	7	7	4	6	5	12
Hit & Run	0	1	0	0	0	0

ACCIDENTS – 2023



ACCIDENTS – 5 YEARS

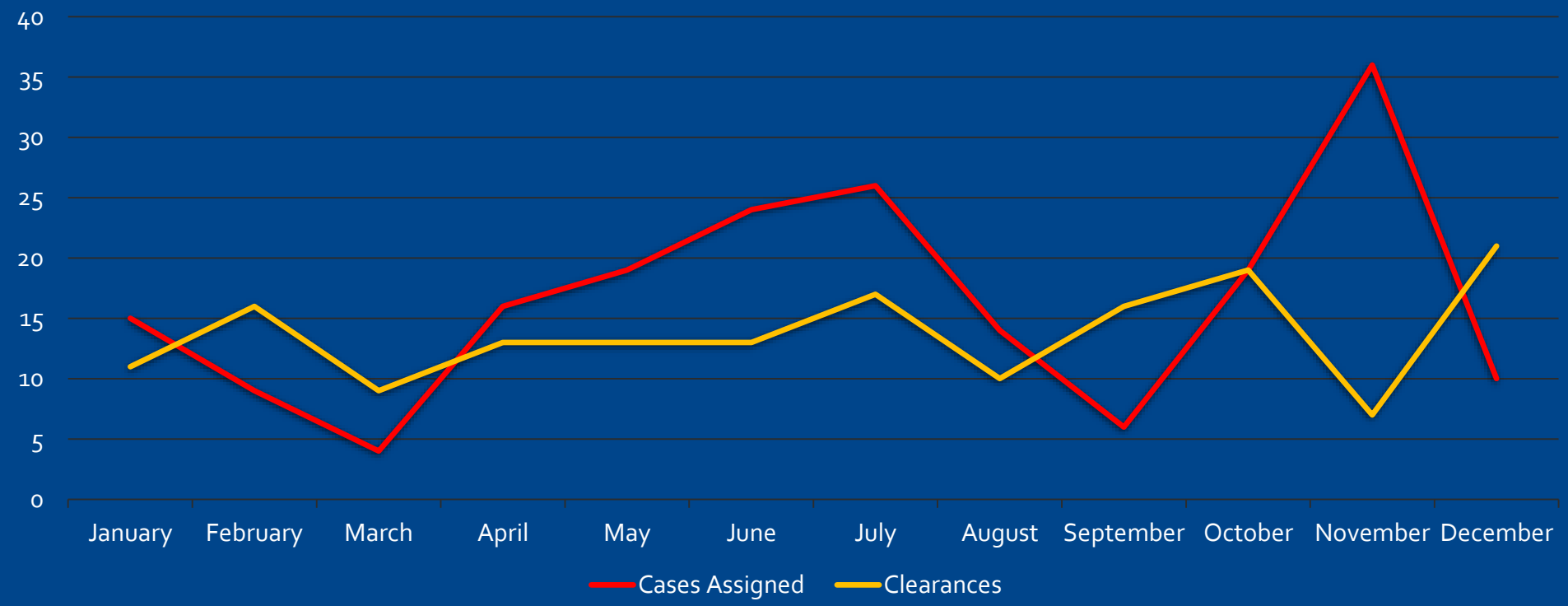
Accident Types	2019	2020	2021	2022	2023
Injury – Major	13	30	21	18	19
Non-Injury – Minor	49	42	46	57	64
Hit & Run	1	0	2	2	3



INVESTIGATIONS - 2023

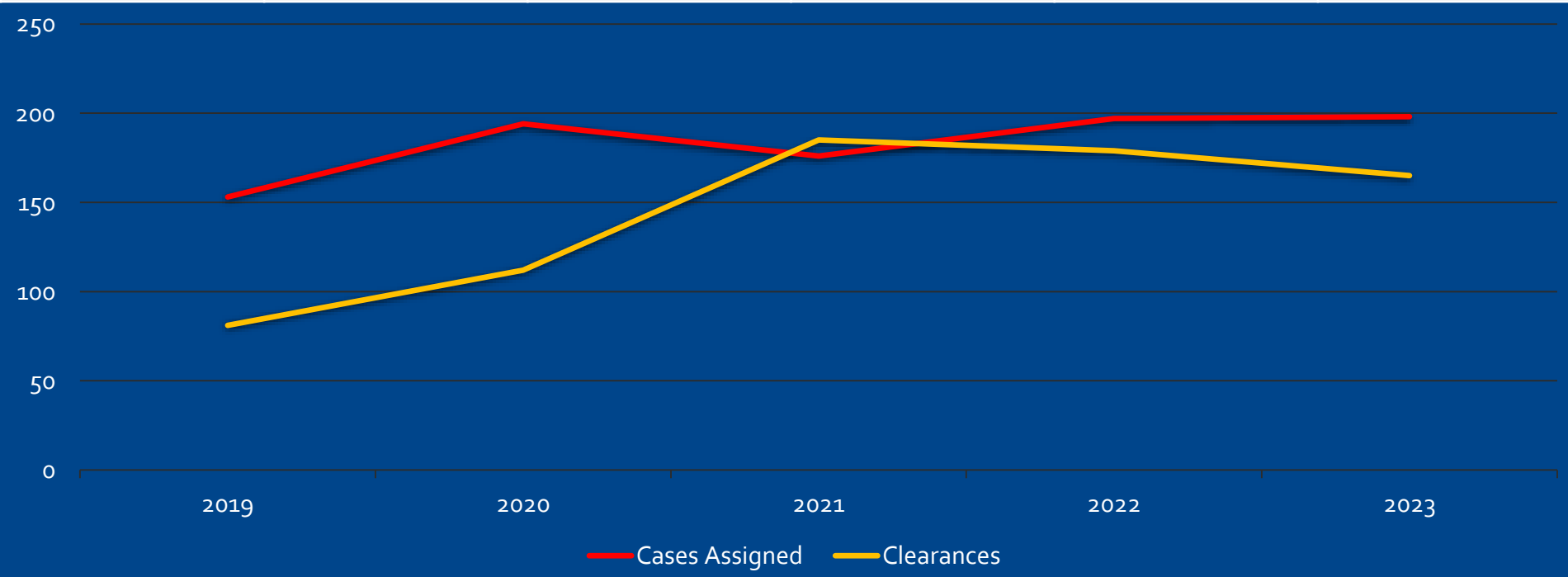
Investigation	January	February	March	April	May	June
Case Assigned	15	9	4	16	19	24
Clearances	11	16	9	13	13	13
Investigation	**July**	**August**	**September**	**October**	**November**	**December**
Case Assigned	26	14	6	19	36	10
Clearances	17	10	16	19	7	21

INVESTIGATIONS – 2023



INVESTIGATIONS – 5 YEARS

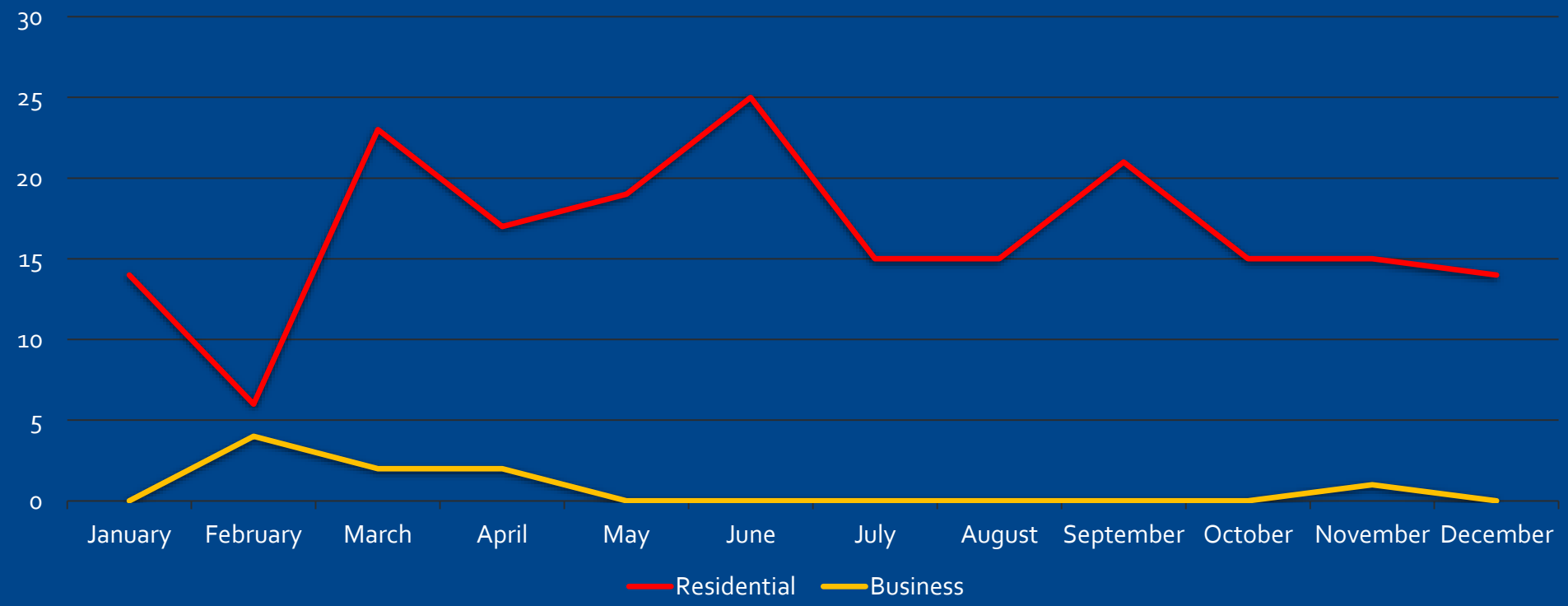
Investigation	2019	2020	2021	2022	2023
Cases Assigned	153	194	176	197	198
Clearances	81	112	185	179	165



ALARMS - 2023

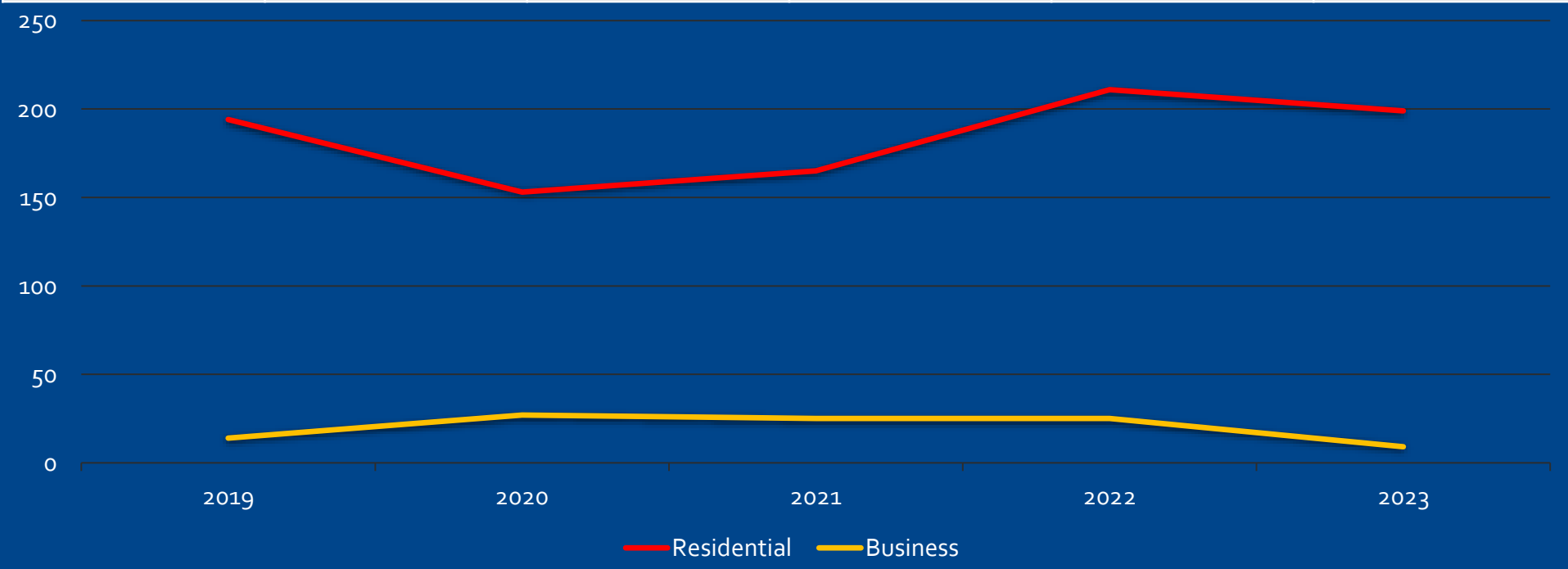
Alarm Activity	January	February	March	April	May	June
Residential	14	6	23	17	19	25
Business	0	4	2	2	0	0
Total	14	10	25	19	19	25
Alarm Activity	**July**	**August**	**September**	**October**	**November**	**December**
Residential	15	15	21	15	15	14
Business	0	0	0	0	1	0
Total	15	15	21	15	16	14

ALARMS – 2023


30
25
20
15
10
5
0
January
February
March
April
May
June
July
August
September
October
November
December
Residential
Business

ALARMS – 5 YEARS

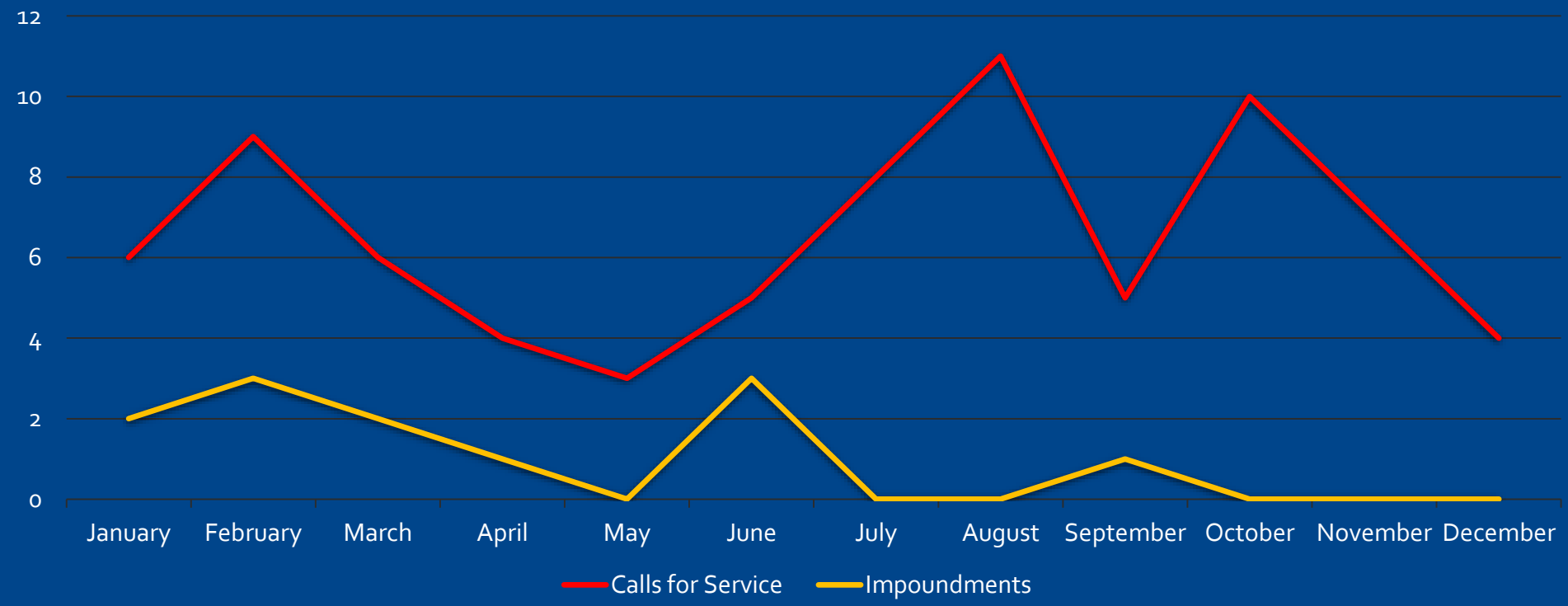
Alarm Activity	2019	2020	2021	2022	2023
Residential	194	153	165	211	199
Business	14	27	25	25	9
Total	208	180	190	236	208



ANIMAL SERVICES - 2023

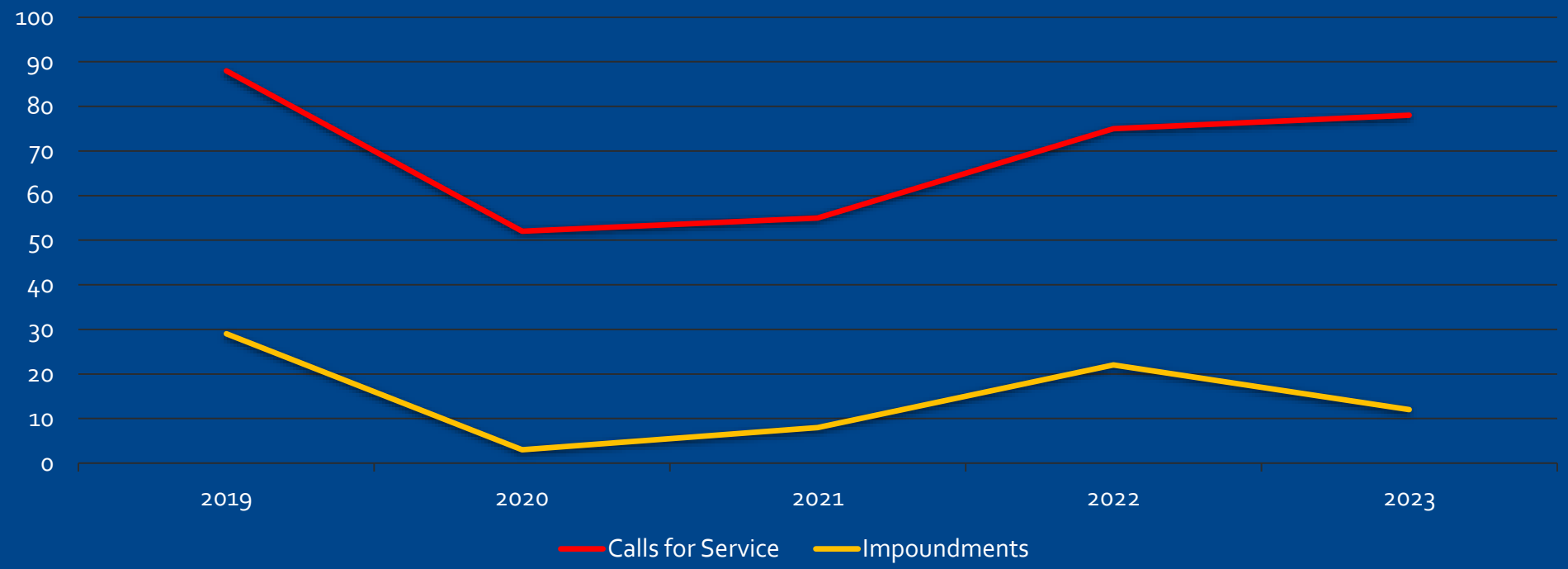
Service Activity	January	February	March	April	May	June
Calls for Service	6	9	6	4	3	5
Impoundments	2	3	2	1	0	3
Service Activity	**July**	**August**	**September**	**October**	**November**	**December**
Calls for Service	8	11	5	10	7	4
Impoundments	0	0	1	0	0	0

ANIMAL SERVICES - 2023



ANIMAL SERVICES – 5 YEARS

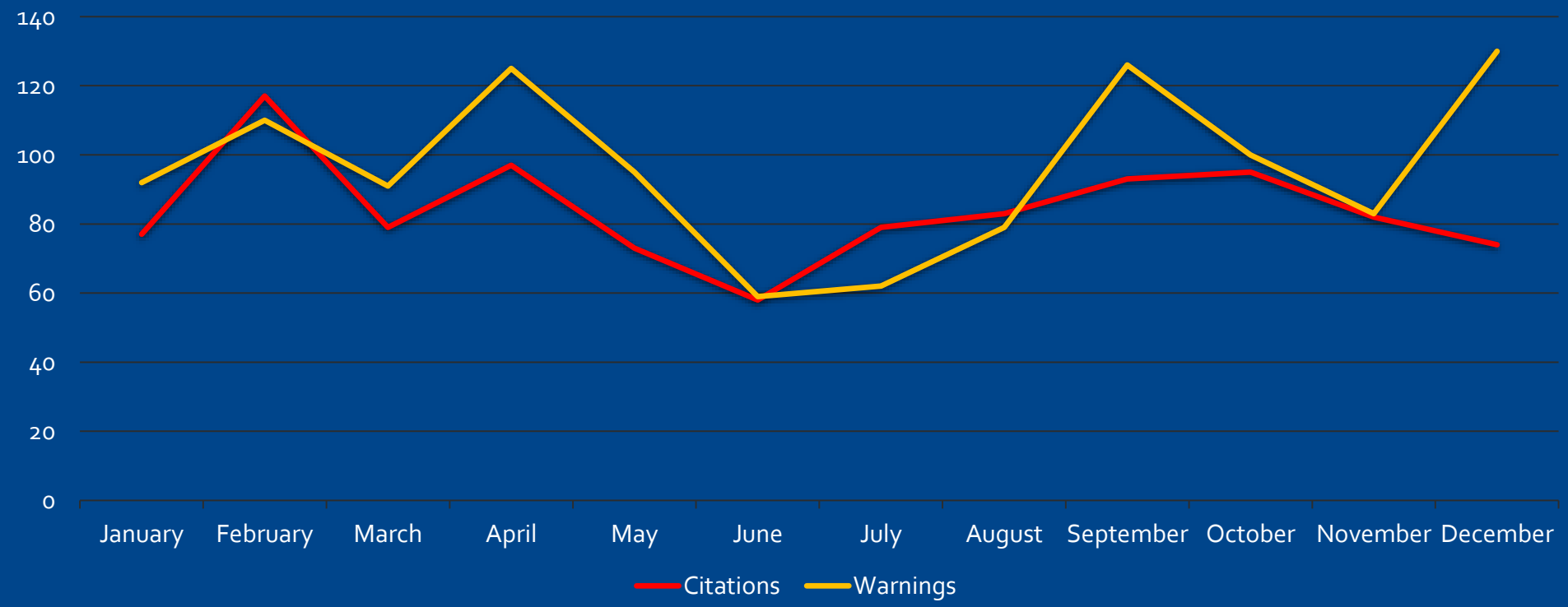
Service Activity	2019	2020	2021	2022	2023
Calls for Service	88	52	55	75	78
Impoundments	29	3	8	22	12



CITATIONS - 2023

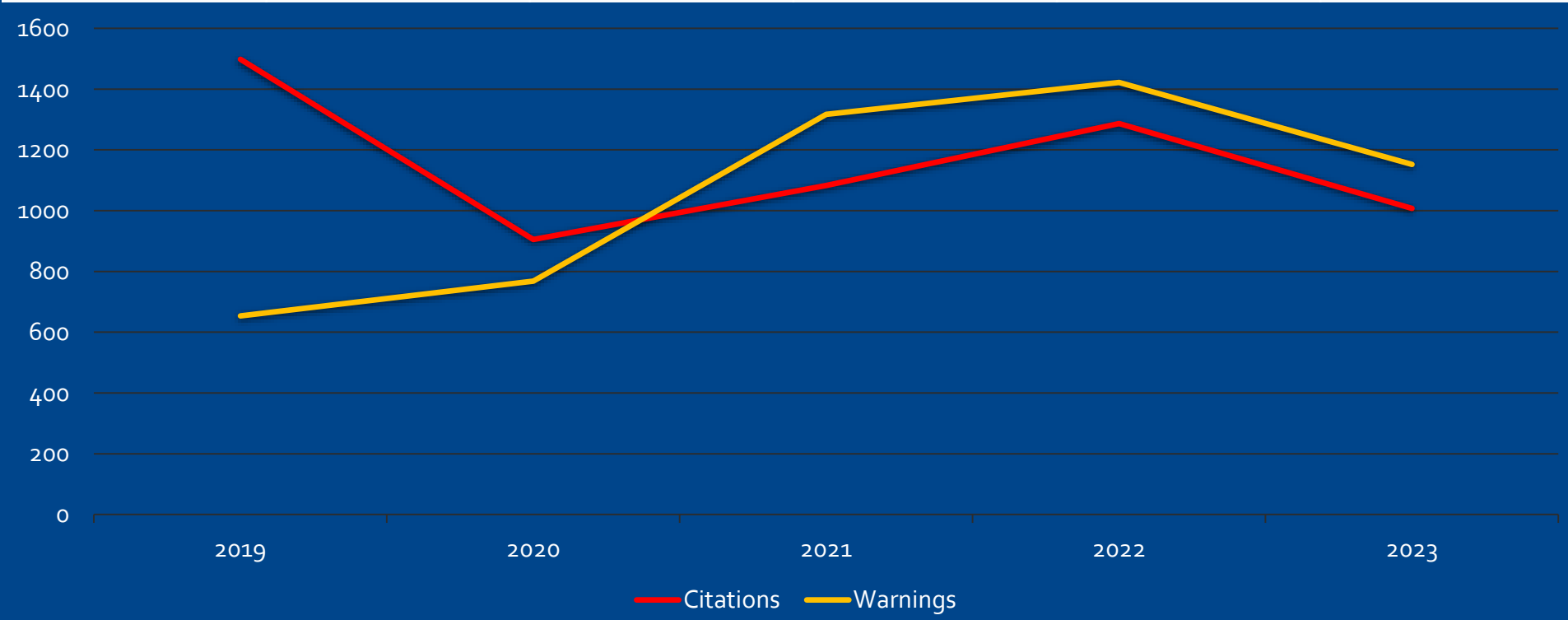
Citations	January	February	March	April	May	June
Citations	77	117	79	97	73	58
Warnings	92	110	91	125	95	59
Citations	**July**	**August**	**September**	**October**	**November**	**December**
Citations	79	83	93	95	82	74
Warnings	62	79	126	100	83	130

CITATIONS - 2023



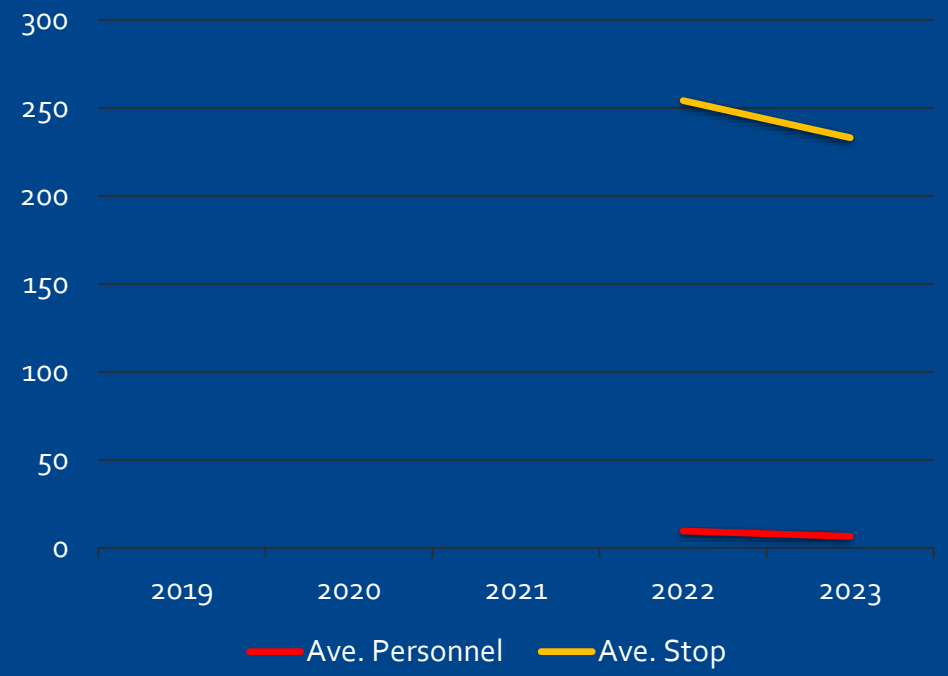
CITATIONS – 5 YEARS

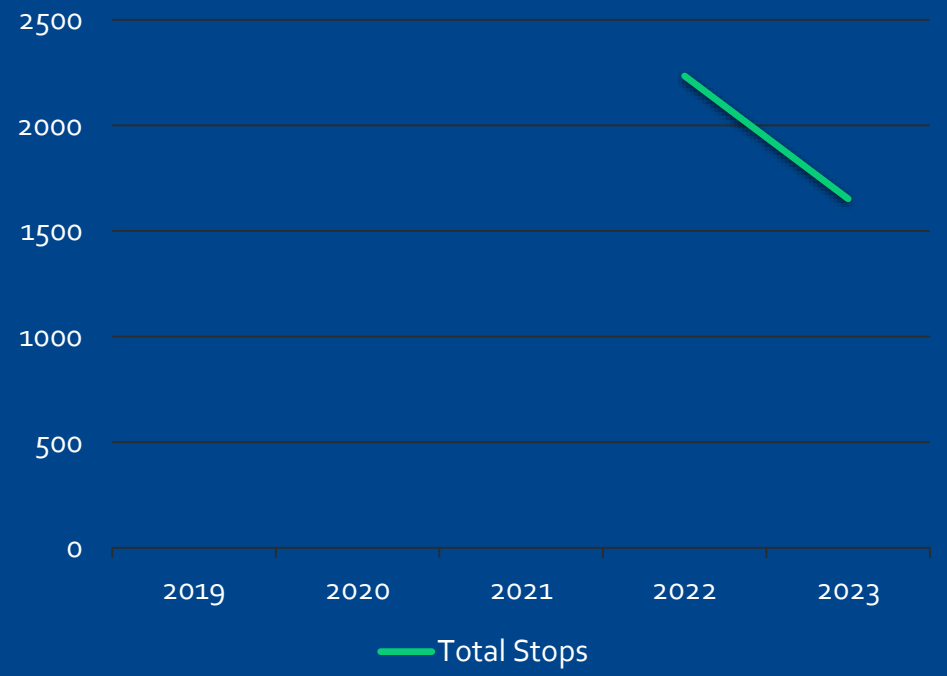
Citations	2019	2020	2021	2022	2023
Citations	1498	905	1083	1287	1007
Warnings	654	768	1317	1422	1152



TRAFFIC ENFORCEMENT – 5 YEARS

Traffic Stops	2019	2020	2021	2022	2023
Ave. Personnel	N/A	N/A	N/A	9.58	6.5
Ave. Stops per Person	N/A	N/A	N/A	254	233
Total Stop per Year	N/A	N/A	N/A	2234	1652





- This data is newly added beginning 2022

ONGOING COMMUNITY PROGRAMS & EVENTS

- National Night Out
  - Held in October in neighborhoods throughout the city, a community-police awareness-raising event. All Officers responded at the same time to each event allowing for longer interaction with community members, which was received well by the citizens.
- Speed Radar Trailer
  - This program allows the Parker Police Department to set up a speed radar trailer at different intervals and locations throughout the City to help remind motorists of the speed limits. This helps greatly in reducing the amount of speeding and reckless driving incidents throughout the City.
- National Drug Take Back
  - This program, in conjunction with the Drug Enforcement Administration (DEA), allows the Parker Police Department to participate in a nationwide collaborative effort focused on removing potentially dangerous controlled substances from our nation's medicine cabinets. This is a unified opportunity for the public to surrender expired, unwanted, or unused pharmaceutical controlled substances and other medications to law enforcement officers for destruction at no cost to the City or its Citizens.

LOOKING FORWARD

- In the upcoming year, we will strive to
  - Increase our recruiting efforts towards bringing the department to full staff with quality applicants
  - Research and develop a Reserve Officer Program.
    - By Policy Development(s) and Recruitment
  - Increase operational safety and capabilities through advanced and continued training.
    - Re-organization of departmental units and rank structure.
  - Increase community engagement. “Ideas from the community welcome”.
    - Coffee with a Cop
    - Community Toy/Food drives

Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	City Attorney Stanphill
Estimated Cost:		Date Prepared:	January 25, 2024
Exhibits:	1. Proposed Resolution Lease 2. Proposed Resolution Purchase 3. Mobile Modular Management Corporation Addendum Form City of Parker 214000841 4. Mobile Modular Management Corporation Purchase Documents		

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON EITHER (1) RESOLUTION NO. 2024-__ REGARDING THE EXTENSION AND RATE INCREASE ADDENDUM TO THE LEASE AGREEMENT WITH MOBILE MODULAR MANAGEMENT CORP FOR THE MODULAR BUILDINGS PRESENTLY USED BY THE POICE DEPARTEMENT, OR (2) RESOLUTION NO. 2024-__ AUTHORIZING THE PURCHASE OF THE PREVIOUSLY LEASED MODULAR BUILDINGS FROM MOBILE MODULAR MANAGEMENT CORP AND EXECUTION OF RELATED AND NECESSARY DOCUMENTS. [POSTPONED 2023 1219; REQUEST TO RESTATE UPDATE/POSSIBLE PURCHASE 2024 0116]

SUMMARY

Lease:

The initial term of the lease agreement with Mobile Modular for the buildings leased by the Police Department was 48 months from August 19, 2016. The lease agreement executed by the parties included the attached terms and conditions found at https://www.MobileModular.com/ContractTerms. Those terms and conditions, among other things, (1) require Lessee's payment of Personal Property Expense ("PPE"), which is a pass through of personal property tax to the Lessee regardless of Lessee's tax-exempt status;

(2) month-to-month extensions of the lease after expiration of the initial term if not terminated in accordance with the lease provisions; and (3) periodic increases to the monthly rate.

The lease was previously extended, and the rate increased and locked-in by Resolution No. 2021-661 adopted March 16, 2021. That extended term with associated rate was good through August 12, 2023. This second lease extension and rate increase addendum extends the lease through November 29, 2025. The lease extension will "lock-in" the new monthly rent of $2,450.00, and PPE of $171.50 per month and avoid additional periodic increases during the term of the extension.

The current estimated cost of removal if the City terminates the lease under the terms of the agreement is $13,420.

Purchase:

The previously estimated purchase price communicated to Council January 16, 2024, was **$117,412.00**. The "Off Rent Purchase Price" in accordance with the purchase quote attached to this package is **$114,378.00**. The quote is good for thirty days from January 29, 2024.

If Council approves the purchase of the previously leased modular buildings instead of the lease extension, it will require adoption of a Budget Amendment Ordinance presented by separate agenda item.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	*Kenneth Price*	Date:	02/01/2024
City Attorney:	*Amy J. Stanphill*	Date:	02/xx/2024 via Municode
City Administrator:	*Luke B. Olson*	Date:	02/ xx /2024

RESOLUTION NO. 2024-___
(PD Lease Addendum with Mobile Modular)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXTENSION OF LEASE WITH MOBILE MODULAR MANAGEMENT CORP FOR THE USE OF MODULAR BUILDINGS FOR POLICE DEPARTMENT; PROVIDING AN EFFECTIVE DATE, AND PROVIDING REPEALER.

WHEREAS, the City of Parker began leasing modular buildings from Mobile Modular Management Corp for use as its Police Department facilities and administrative offices on or about August 19, 2016, for an initial term of 48 months and the lease was extended by Resolution No. 2021-661 adopted March 16, 2021, through August 12, 2023; and

WHEREAS, Mobile Modular Management Corp presented the City of Parker with a second lease extension and rate increase addendum proposing to extend the lease through November 29, 2025, and increase the rate to $2,450.00 per month, and PPE to $171.50 per month; and

WHEREAS, the lease is currently on a month-to-month bases at the above rates authorized by the lease agreement; and

WHEREAS, the City of Parker wishes to continue to use the modular buildings and extend the lease with Mobile Modular Management Corp with associated rate increase.

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

SECTION 1. The recitals contained in the preamble of this resolution are incorporated into the body of this resolution as if set out fully herein.

SECTION 2. The Parker City Council does authorize the Mayor to execute the lease extension and rate increase agreement with Mobile Modular Management Corp, attached hereto as Exhibit "A".

SECTION 3. This resolution shall be effective upon its execution by the Mayor.

SECTION 4. All provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 6th day of February 2024.

Proposed Lease Option

CITY OF PARKER:

_____
Lee Pettle, Mayor

ATTEST:

_____
Patti Scott Grey, City Secretary

APPROVED TO FORM:

_____
Amy J. Stanphill, City Attorney

Proposed Lease Option

EXHIBIT A
LEASE EXTENSION
AND RATE INCREASE AGREEMENT

Proposed Lease Option

Mobile Modular Management Corporation
5700 Las Positas Road, Livermore, CA 94551
Ph (925) 606-9200 Fax (925) 453-3201
www.MobileModularRents.com

Contract Addendum

Date: 11/16/2023

Customer : **City of Parker**
Billing Address: 5700 E Parker Rd
City/State/Zip: Parker TX 75002

Project Name :
Site Address : 5700 E Parker Rd
City/State/Zip: Parker TX 75002

Attn: Kenneth Price
Phone : 972-442-0333
Fax:
E-mail: kprice@parkertexas.us

This will serve as an addendum to the contract agreement entered into between **City of Parker** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.
Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.
Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term (months)	Rental Rate
214000841	77854	Office 48x56	12/11/2023	11/29/2025	24	2,450.00
214000841	77854	PPE	12/11/2023	11/29/2025	24	171.50

- Rental rates do not include any applicable taxes.
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:
Customer will be responsible for return costs for teardown and removal charges based on maket value at time of return.

Mobile Modular Management Corporation

Shaprie Jackson
Printed Name

Operations Manager
Title

Signature

Date

City of Parker

Printed Name

Title

Signature

Date

Please call (925) 606-9200 with any questions or comments and ask for **Ashley Pring or Michele Martinez**
Thank you for contacting Mobile Modular.
**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

RESOLUTION NO. 2024-___
(Purchase of PD Modular Buildings from Mobile Modular)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE PURCHASE OF THE PREVIOUSLY LEASED MODULAR BUILDINGS PRESENTLY BEING USED AS THE POLICE DEPARTMENT FROM MOBILE MODULAR MANAGEMENT CORP; PROVIDING AN EFFECTIVE DATE; AND PROVIDING REPEALER.

WHEREAS, the City of Parker began leasing modular buildings from Mobile Modular Management Corp. for use as its Police Department facilities and administrative offices on or about August 19, 2016, for an initial term of 48 months and the lease was extended by Resolution No. 2021-661 adopted March 16, 2021, through August 12, 2023; and

WHEREAS, Mobile Modular Management Corp. presented the City of Parker with a second lease extension and rate increase addendum proposing to extend the lease through November 29, 2025, and increase the rate to $2,450.00 per month, and PPE to $171.50 per month; and

WHEREAS, the lease is currently on a month-to-month bases at the above rates authorized by the lease agreement; and

WHEREAS, the City Council requested a quote for the purchase of the modular buildings from Mobile Modular to consider the purchase of the modular buildings instead of extending the lease; and

WHEREAS, the purchase price for the modular buildings in a quote presented by Mobile Modular Management Corp. on January 29, 2024, and good for thirty days therefrom, is $114,378.00.

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

SECTION 1. The recitals contained in the preamble of this resolution are incorporated into the body of this resolution as if set out fully herein.

SECTION 2. The purchase of the modular buildings previously leased from Mobile Modular and described on the Quote for the purchase price of $114,378.00, attached hereto as Exhibit "A," is approved.

SECTION 3. The Mayor is authorized to execute all necessary and related documents to complete the purchase of the modular buildings from Mobile Modular.

SECTION 4. This Resolution shall be effective upon its execution by the Mayor.

Proposed Purchase Option

SECTION 5. All provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the **6th** day of **February 2024**.

CITY OF PARKER:

_____
Lee Pettle, Mayor

ATTEST:

_____
Patti Scott Grey, City Secretary

APPROVED TO FORM:

_____
Amy J. Stanphill, City Attorney

Proposed Purchase Option

EXHIBIT A
PURCHASE DOCUMENTS

Proposed Purchase Option

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Purch
Quotation Refere
Date of Quote: 01/29/2024

Customer & Site Information

Customer Information:
City of Parker
5700 East Parker Road
Parker, TX 75002

Site Information:
City of Parker
5700 East Parker Road
Parker, TX 75002

Mobile Modular Contact

Questions?

Please Contact: Open Sales
Direct Phone: 1 (866) 459-7600
Fax:

Product Information

	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 48x56 TX (NonStd) mPlex	1	**$114,378.00**	**$114,378.00**	N

Flexible Configuration Multiplex. Size excludes 4' towbar.
FLOOR 1: Amtex Corp; 01/10/14; MM126013391. FLOOR 2: Amtex Corp; 01/28/14; MM126013360. FLOOR 3: Amtex Corp; 01/28/14; MM126013368. FLOOR 4: Amtex Corp; 08/13/14; MM126013527

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Office, 48x56 TX (NonStd) mPlex			$0.00

Special Notes

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.214000841

Floor Plans

All drawings and specifications are nominal

Additional Information

- Quote is valid for 30 days
- A minimum cleaning charge per floor will apply for modular buildings and for containers with offices, no minimum cleaning charge applies for storage containers.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request. For lease transactions, Mobile Modular reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract. Security deposit and payment in advance may be required.
- **Prices do not include applicable tax.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller (**"Seller"**) and buyer (**"Buyer"**, as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

SELLER: Mobile Modular Management Corporation	**BUYER:**
Signature:	Signature:
Print Name:	Print Name: * Change to Texas from California
Title:	Title:
Date:	Date:

ATTACHMENT A

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto (**"Equipment"**) on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement (**"Agreement"**, shall constitute a separate and independent sale (a **"Sale"**) of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

5. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

6. **LICENSE AND TRANSFER FEE(S).** If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. **WARRANTY.** Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

10. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

RESOLUTION NO. 2021-661
(Lease Extension with Mobile Modular)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXTENSION OF LEASE WITH MOBILE MODULAR FOR THE USE OF MODULAR BUILDINGS FOR POLICE DEPARTMENT.

WHEREAS, the City of Parker is currently utilizing modular buildings leased from Mobile Modular for use as their Police Department facilities and administrative offices; and

WHEREAS, the City of Parker wishes to continue to use the modular buildings and extend the lease with Mobile Modular for use through the approval and construction phases for a new City facility; and

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

SECTION 1. The Parker City Council does authorize the Mayor to execute the lease extension agreement with Mobile Modular, attached hereto as Exhibit "A".

SECTION 2. This resolution shall be effective upon its execution by the Mayor.

APPROVED AND ADOPTED this 16th day of March, 2021.

CITY OF PARKER COLLIN COUNTY, TEXAS

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED TO FORM:

Brandon Shelby, City Attorney

Mobile Modular Management Corporation
5700 Las Positas Road, Livermore, CA 94551
Ph (925) 606-9000 Fax (925) 453-3201
www.MobileModularRents.com

Contract Addendum
Date: 2/18/2021

Customer : City Of Parker
Billing Address: 5700 East Parker Rd
City/State/Zip: Parker, TX 75002

Attn: Richard D. Brooks
Phone : 972-442-0333
Fax: 972-429-7013
E-mail: Rbrooks@parkertexas.us

Project Name : Parker Police Department
Site Address : 5700 East Parker Rd
City/State/Zip: Parker, TX 75002

This will serve as an addendum to the contract agreement entered into betw**City Of Parker** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).
ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.
Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.
Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
214000841	77854	Office, 48x56	2/24/2021	8/12/2023	30 Months	$ 2,300.00

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Digitally signed by Shaprie Jackson
DN: cn=Shaprie Jackson, o=Mobile Modular Management Corporation, ou, email=shaprie.jackson@mgrc.com, c=US
Date: 2021.03.22 06:33:45 -05'00'

Signature

Date

City Of Parker

Lee Pettle
Printed Name

Mayor
Title

Lee Pettle
Signature

March 16, 2021
Date

Please call (925) 606-9000 with any questions or comments and ask for **
Thank you for contacting Mobile Modular.
**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A

Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016 — 8/20/21 (4+1) (+ 12 mo)

Customer & Site Information

Customer Information:
City of Parker
5700 East Parker Road
Parker, TX 75002
Richard Brooks
rbrooks@parkertexas.us
(972) 442-0333

Site Information:
City of Parker
5700 East Parker Road
Parker Police Department
Parker, TX 75002
Richard Brooks
rbrooks@parkertexas.us
(972) 442-0333

Customer PO/Reference:
PRK3028 Exp: //
By:

Mobile Modular Contact

Questions?

Please Contact: Sean Ruff
sean.ruff@mobilemodular.com
Direct Phone: (469) 507-3324
All other inquiries: (281) 487-9222

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x56 TX (NonStd) mPlex	1	$2,200.00	$2,200.00	N
Flexible Configuration Multiplex. Size excludes 4' towbar.				

Charges Upon Delivery:

	Qty	Charge Each	Total One Time	Taxable
Office, 48x56 TX (NonStd) mPlex				
Modifications	1	$11,570.65	$11,570.65	N
Block and Level Building (A8)	1	$6,200.00	$6,200.00	N
Custom ADA Deck and Ramp	1	$5,994.00	$5,994.00	N
Build (3) 6'x 6' deck with 5'x 5' steps and a 5'x30' ramp built on site. Removal of the deck, stairs & ramp is the responsibility of the LESSEE at the end of the lease. Approximately 333 sqft at $18 sq.ft.				
Delivery Haulage 12 wide	4	$475.00	$1,900.00	N
Installation, Skirting, Wood	208	$14.50	$3,016.00	N
Modification-Install flood light,ext	1	$1,820.00	$1,820.00	N
Install flood lights to exterior of building				
remove 8ft wall; install duplex outlet	1	$4,550.00	$4,550.00	N
remove 8 ft wall; patch ceiling; build 10 ft L-shape wall; install cabinet w/counter top; add 120 volt duplex outlet; install add 6" flex duct & 24" supply				
			$35,050.65	

Subtotal of Monthly Rent:	$2,200.00
Monthly Personal Property Expense (PPE):	$1.00
Taxes on Monthly Charges:	$0.00
Total Monthly Charges (incl Taxes & PPE):	$2,201.00
Subtotal of One-Time Charges upon Delivery :	$35,050.65
Taxes On One Time Charges:	$0.00
Security Deposit:	$0.00
Est. Initial Invoice:	**$37,251.65**

Charges Upon Return:

	Qty	Charge Each	Total One Time	Taxable
Office, 48x56 TX (NonStd) mPlex				
Prepare Equipment For Removal (A8)	1	$5,700.00	$5,700.00	N
Removal, Skirting, Wood (Dispose)	208	$4.25	$884.00	N
Removal, Tiedown	14	$30.00	$420.00	N
Return Haulage 12 wide	4	$475.00	$1,900.00	N
			$8,904.00	

Special Notes

BuyBoard contract number: #463-14 Special notes: The City of Parker has the option to extend the lease an additional 6-12

mobile modular
Your Project · Our Commitment

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A
Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016

mths with zero escalation.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
Credit Application: Credit application, along with security deposits and initial bill, may be required.
Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.
Delivery Date: Delivery date will not be confirmed until MMMC receives the signed lease agreement (or an acceptable equivalent) and all credit conditions have been met.
Delivery of Equipment: Lessee shall select a suitable site and physically mark on the site/pad the corner locations for the Equipment and direct Lessor on exact placement/orientation of the Equipment.
Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is by others. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.
Site Plan Review: Lessor is not responsible for review and verification of Lessee site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Lessee to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.
Site Installation Requirements: Prior to delivery, the Lessee shall mark the four corners of the building on the site/pad location itself, including door/ramp location. Should special handling be required to position, install, or remove the classroom on the Lessee's site due to site conditions/constraints and/or obstructions, additional costs will be charged to Lessee. Additional rolling charges may be applicable as site conditions necessitate.

Special Terms & Important Contractual Information

- A minimum cleaning charge of $125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of $1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x56 TX (NonStd) mPlex	1	1743	$163,800.00

mobile modular
Your Project - Our Commitment

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A
Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016

Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (http://www.mobilemodular.com/contractterms). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor (**"Lessor"**) and lessee (**"Lessee"**, as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation	**LESSEE:** City of Parker
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the **"Equipment"**) on the terms and conditions set forth herein. Each such Lease Agreement (**"Agreement"**) and the lease provisions on Lessor's website at (https://www.MobileModular.com/ContractTerms) (the **"Incorporated Provisions"**), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the **"Lease Term"**). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [https://www.MobileModular.com/ContractTerms] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the

mobile modular
Your Project - Our Commitment

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A
Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016

fifteenth (15th) day of the billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

mobile modular
Your Project - Our Commitment

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A
Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, **"Claims"**) arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an **"Event of Default"**: (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

mobile modular
Your Project · Our Commitment

Mobile Modular Management Corporation
2849 E. Main Street
Grand Prairie, TX 75050
Phone: (281) 487-9222 Fax:
www.mobilemodular.com

Lease A
Contract: 214000841.1
Contract Term: 48 Months
Date Printed: 08/12/2020
Start Rent Date: 08/19/2016

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.

2. **TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "**Accessories**" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "**Equipment**" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.

3. **PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits , difficult site conditions and/or increases in fuel prices.

4. **LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site ("the Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Monthly Charges specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.

5. **EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Monthly Charges from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Estimated Return-Related Services from those specified in this Agreement to reflect Lessor's then-current market rates for such services.

6. **PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.

7. **RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Monthly Charges set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Monthly Charges will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Monthly Charges; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Monthly Charges. The charges reflected in this Agreement for Estimated Return-Related Services will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.

LEASE TERMS AND CONDITIONS

8. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than $25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of $1,000,000 per occurrence and $2,000,000 in the aggregate) (and with a deductible no higher than $25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

(a) LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES,

LEASE TERMS AND CONDITIONS

AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

(b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

by written agmt.

Supplemental Lease Terms and Conditions

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after October 1st, 2008, between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change ~~in Lessor's sole discretion~~. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

1. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

2. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded), and Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent.

3. **DELIVERY OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee shall select a suitable site (which Lessee should clearly mark) for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

(a) **ACCESS.** The Lessee is responsible for providing clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. If Lessee is unprepared for the scheduled delivery and set up, Lessee shall be subject to additional charges.

(b) **LOCATION.**

(i) **RELOCATION OF EQUIPMENT.** Lessee shall cause the Equipment to remain so set up at the Site, and shall not move the Equipment to a new location without the prior written consent of Lessor.

(ii) **SITE APPROVAL & INSTALLATION INSPECTION FOR EQUIPMENT.** The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment. If the Lessee chooses not to go through the site assessment and installation inspection process at the time of installation, the ability to receive future approval may be hindered for a number of reasons (for example, the Equipment will already be set on the foundation, the inspector did not observe the installation, etc.). Any costs associated with moving the Equipment or making changes to the existing foundation system will be the responsibility of the Lessee.

(iii) **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.

4. **RETURN OF EQUIPMENT.**

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:01:08 -07'00'

(a) **DISMANTLING EQUIPMENT.** At the conclusion of the Lease Term, Lessee shall, at its expense, prepare the Equipment for dismantle, which includes but is not limited to:

(i) disconnecting all utilities and removing any items that may hinder the dismantle of the Equipment by standard dismantle methods;

(ii) in the case of any Equipment that includes restrooms or plumbing:

(1) flushing clean the plumbing lines and ensuring that there is no foreign matter in any of the water closets;

(2) properly disconnecting the site connection and removing the plumbing tree (if applicable) back to the "no-hub fittings" (provided that upon arrival of Lessor's representative at Lessee's site, if the disconnection and plumbing tree removal (if applicable) has not been so completed, Lessor will complete the disconnection and the Lessee will be charged accordingly and provided further, that, if Lessor's representative is not qualified to perform the disconnection, Lessee will be charged a fee for the dry-run and the return will be rescheduled);

(3) in addition to the above, in the case of Equipment located in the State of California, Lessee shall ensure that the "no-hub fittings" provided with the Equipment remain attached to the plumbing tree and shall place the plumbing tree inside the Equipment. Lessor hereby informs Lessee that the connection points are designed with "no-hub fittings" and thus there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee shall not cut any of the Equipment's waste lines, improperly disconnect the plumbing tree or damage any of the lines due to cutting or mishandling (in which case the Lessee will be charged accordingly;;

(iii) removing all personal property of Lessee from the Equipment (provided that, if any personal property shall remain located in the Equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee);

(iv) providing clear access for the pick up and return delivery of the Equipment from the Site, by standard return delivery methods.

(v) If Lessee is unprepared for the scheduled return, Lessee shall be subject to additional charges.

(b) **RETURN CHARGES.** The Agreement sets forth the Equipment's estimated Charges Upon Return. The actual charges upon return will be confirmed upon return and the Lessee will then be provided with a revised quotation for the actual charges upon return (which may be higher than the Charges Upon Return). Lessee shall be responsible for paying the actual charges upon return as set forth in such revised quotation.

(c) **INSPECTION OF EQUIPMENT ON RETURN.** Upon return of the Equipment (including without limitation containers, stairs, ramps, buildings, or otherwise Lessor-owned Equipment), an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor.

5. **PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment (e.g., container vs. modular) subject to the Lease. The following terms relate to Equipment of the following types:

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:04:01 -07'00'

(a) **STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installating the handrails (as well as disassembing the handrails and loading the stairs for return). If Lessor performs this service, there is a charge of $35.00 per set of stairs to unload (and $35.00 per set of steps to load). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to, or failure of Lessee to properly maintain, the stairs, may result in failure to comply with applicable code.

(i) **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee.

(ii) **CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress.

(iii) **DISCONTINUING STAIR USE.** In the event that the Lessee wishes to discontinue use of the stairs prior to the expiration of the Lease Term and return of the other Equipment, the Lessee may elect to return the stairs to Lessor, have Lessor pick-up the stairs for a normal charge, or store the stairs at the Site, however, Lessee shall continue to pay Monthly Rent with respect to the stairs until their return to Lessor.

(iv) **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished stairs comply with all applicable codes.

(b) **RAMPS.** Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

(i) **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.

(ii) **PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** In the case of Equipment located in the State of California, in the case of any Equipment consisting of DSA building ramps, Lessor recommends that Lessee or Lessee's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:08:06 -07'00'

(c) **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. Please note that a "no-hub fitting" has been provided for Lessee's waste line connection. Additionally, "no-hub fittings" have been provided for connection of the plumbing tree (if applicable) to the permanent lines.

(i) **PLUMBING CONNECTIONS.** If Lessee's plumbing subcontractor is unfamiliar with how to make the connection(s), Lessee shall contact its sales person or Lessor's service department. Where applicable, the Lessee will need to install the plumbing tree, which is shipped unattached. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection relation items.

(ii) **MALFUNCTIONS.** The Lessee is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.

(iii) **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall have no liability for loss or damage as a result of holding tanks that fill up faster than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Lessee obtains temporary holding tanks as a means of waste disposal, Lessee should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.

(iv) **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Lessee.

(d) **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.

(i) **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to either place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., additional costs will be charged to Lessee.

(e) **CONTAINERS.** In the case of any Equipment consisting of containers, Lessee shall inspect the interior and exterior of each container, on a monthly basis, to ensure that water is not infiltrating the container. If water is infiltrating any container, Lessee shall take such action as is necessary to correct such event.

(i) There are statutes and regulations associated with the leasing of containers. Lessee represents and warrants that it has read and understands such statutes and regulations as in effect in the jurisdiction and state where each container is located and will comply with the same.

(ii) The warranties made by Lessor set forth in Section 1 above do not apply to containers, and the containers are leased to Lessee "AS IS". Lessor warrants only that the containers correspond with the description thereof set forth in the Lease, and, otherwise, **LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE CONTAINERS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY CONTAINER, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:09:44 -07'00'

(iii) Lessee acknowledges and agrees that its maintenance obligations under Section 2 of these provisions include painting the containers in accordance with the manufacturer's recommendations.

(iv) **"normal wear and tear"** shall mean, with respect to the containers, changes to the condition of the containers, such as light rust and random small dents and scratches on any side of the containers, consistent with proper treatment and use of such containers under conditions for which such container was specifically designed; provided that "normal wear and tear" shall not include (i) changes to the condition of any containers that would have been prevented by routine washing, lubrication, spot painting, or other normal repair or maintenance, or (ii) changes affecting security, water tightness, weather-proof qualities, mechanical or electrical function of integral components, the integrity of design or structure, regulatory, classification or certification requirements, or affecting the inside dimensions or cubic content of any container.

(f) **SEISMIC/WIND.** Any Equipment consisting of seismic/wind restraint systems consist of either friction based supports or earth anchors. Such systems are based on the existing Site and soil conditions meeting a 85 M.P.H. exposure C wind load and a minimum soil bearing pressure of 1500 P.S.F. Lessor recommends that the Lessee verify with the local governing authority that these conditions are appropriate. In some cases additional costs may be incurred by the Lessee for custom foundation engineering and additional foundation work. Since the aforementioned seismic/wind restraint systems are different, the impact to the Lessee varies. Therefore, please review the following information carefully.

(i) **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered for an additional cost. The foundation design is based on certain assumptions that can vary from site to site. Should the Lessee or local jurisdiction require design changes or information that requires contact with the designing engineer, additional charges may result. As with the earth anchor system described below, Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.

(ii) **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of 4750# for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.

(iii) **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of the earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., the Lessee will be responsible for all additional costs, including replacement of broken earth anchors incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by the Lessee. In any case, should the number or size of earth anchors increase or pullout testing or any other additional work be necessary to meet the requirements of the foundation plan due to soil conditions, the Lessee will be responsible for such costs. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. The Lessee is then responsible for the removal of the earth anchors from the site.

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:12:00 -07'00'

(iv) **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.

(v) **APPROVAL.** The Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

(g) **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is the Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

(h) **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

(i) **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:16:01 -07'00'

by written agmt.

Supplemental Lease Terms and Conditions

The provisions below (the "Incorporated Provisions") shall be incorporated by reference into all Lease Agreements (each "Agreement") entered into on or after October 1st, 2008, between Mobile Modular Management Corporation, a California Corporation, as lessor ("Lessor") and any customer of Lessor, as lessee ("Lessee"). These provisions are subject to change ~~in Lessor's sole discretion~~. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Agreement or the Master Lease Agreement.

WITNESSETH

1. **WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up, will be in good condition and repair, be properly set up (subject to any site limitations), and, subject to Section 5 below, comply with all applicable regulations. Lessee acknowledges and agrees that, with the exception of the foregoing warranties, **LESSOR HAS MADE NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THE AGREEMENT OR THE MASTER LEASE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

2. **EQUIPMENT CONDITION.** Lessee shall maintain all Equipment in good condition and repair (normal wear and tear excluded), and Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without Lessor's prior written consent.

3. **DELIVERY OF EQUIPMENT.** Lessor shall deliver and set up the Equipment at the site specified in the applicable Agreement (the "Site"). Lessee shall select a suitable site (which Lessee should clearly mark) for the Equipment and direct Lessor on exact placement/orientation of the Equipment.

(a) **ACCESS.** The Lessee is responsible for providing clear access to the set up site for delivery of the Equipment by standard delivery methods and set up of same by standard set up methods. If Lessee is unprepared for the scheduled delivery and set up, Lessee shall be subject to additional charges.

(b) **LOCATION.**

(i) **RELOCATION OF EQUIPMENT.** Lessee shall cause the Equipment to remain so set up at the Site, and shall not move the Equipment to a new location without the prior written consent of Lessor.

(ii) **SITE APPROVAL & INSTALLATION INSPECTION FOR EQUIPMENT.** The Lessee is responsible for any and all costs associated with obtaining necessary approval of the site and installation of the Equipment. If the Lessee chooses not to go through the site assessment and installation inspection process at the time of installation, the ability to receive future approval may be hindered for a number of reasons (for example, the Equipment will already be set on the foundation, the inspector did not observe the installation, etc.). Any costs associated with moving the Equipment or making changes to the existing foundation system will be the responsibility of the Lessee.

(iii) **UNDERGROUND ELEMENTS.** Lessee is responsible for the identification of underground elements on site. Identification services can be procured from third party vendors, however, Lessee retains responsibility and liability for the designation of such elements should there be any ground penetrating activities performed in relation to the performance of the Lease by Lessor.

4. **RETURN OF EQUIPMENT.**

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:01:08 -07'00'

(a) **DISMANTLING EQUIPMENT**. At the conclusion of the Lease Term, Lessee shall, at its expense, prepare the Equipment for dismantle, which includes but is not limited to:

(i) disconnecting all utilities and removing any items that may hinder the dismantle of the Equipment by standard dismantle methods;

(ii) In the case of any Equipment that includes restrooms or plumbing:

(1) flushing clean the plumbing lines and ensuring that there is no foreign matter in any of the water closets;

(2) properly disconnecting the site connection and removing the plumbing tree (if applicable) back to the "no-hub fittings" (provided that upon arrival of Lessor's representative at Lessee's site, if the disconnection and plumbing tree removal (if applicable) has not been so completed, Lessor will complete the disconnection and the Lessee will be charged accordingly and provided further, that, if Lessor's representative is not qualified to perform the disconnection, Lessee will be charged a fee for the dry-run and the return will be rescheduled);

(3) in addition to the above, in the case of Equipment located in the State of California, Lessee shall ensure that the "no-hub fittings" provided with the Equipment remain attached to the plumbing tree and shall place the plumbing tree inside the Equipment. Lessor hereby informs Lessee that the connection points are designed with "no-hub fittings" and thus there should be no need for gluing or cutting of pipe at either the time of connection or disconnection. Lessee shall not cut any of the Equipment's waste lines, improperly disconnect the plumbing tree or damage any of the lines due to cutting or mishandling (in which case the Lessee will be charged accordingly;;

(iii) removing all personal property of Lessee from the Equipment (provided that, if any personal property shall remain located in the Equipment at such time, Lessee consents to Lessor's possession and disposal or destruction of such personal property without notice or accounting to Lessee, the costs and expenses of which disposal or destruction, including reasonable attorneys' costs related thereto, shall be reimbursed by Lessee);

(iv) providing clear access for the pick up and return delivery of the Equipment from the Site, by standard return delivery methods.

(v) If Lessee is unprepared for the scheduled return, Lessee shall be subject to additional charges.

(b) **RETURN CHARGES**. The Agreement sets forth the Equipment's estimated Charges Upon Return. The actual charges upon return will be confirmed upon return and the Lessee will then be provided with a revised quotation for the actual charges upon return (which may be higher than the Charges Upon Return). Lessee shall be responsible for paying the actual charges upon return as set forth in such revised quotation.

(c) **INSPECTION OF EQUIPMENT ON RETURN**.Upon return of the Equipment (including without limitation containers, stairs, ramps, buildings, or otherwise Lessor-owned Equipment), an inspection of the Equipment will be performed by Lessor. If such inspection shows the Equipment not to be in the condition required by Section 2 of the Incorporated Provisions, Lessor will bill Lessee for related costs, which costs Lessee promptly shall reimburse to Lessor.

5. **PARTICULAR TYPES OF EQUIPMENT.** Some of the terms and conditions herein may not be applicable to the particular Equipment (e.g., container vs. modular) subject to the Lease. The following terms relate to Equipment of the following types:

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:04:01 -07'00'

(a) **STAIRS.** (1) In the case of Equipment located in the State of Florida, if any Equipment includes stairs (which shall be prefabricated metal stairs with landings), Lessor shall install such stairs following delivery thereof. Stairs shall not be altered in any form from the delivered state. (2) In the case of Equipment located in the State of Texas, Lessor's sole responsibility with respect to any Equipment that includes stairs is to ship the stairs inside the applicable modular building. Lessee shall be responsible for unloading the stairs upon delivery and installating the handrails (as well as disassembing the handrails and loading the stairs for return). If Lessor performs this service, there is a charge of $35.00 per set of stairs to unload (and $35.00 per set of steps to load). (3) In all other states, Lessor's sole responsibility with respect to any Equipment consisting of stairs is to deliver the stairs to the Site and place them next to the exit ways specified by Lessee with handrails in place. Stairs shall not be altered in any form from the delivered state. Any modification to, or failure of Lessee to properly maintain, the stairs, may result in failure to comply with applicable code.

(i) **SECURING.** Securing the stairs to the other Equipment, adjusting the stairs to the threshold of the doorway, adjustment of the treads, landing, or handrails to meet local, state or federal requirements, maintenance of the stairs or any other item not specifically indicated above is solely the responsibility of the Lessee.

(ii) **CODE AND EGRESS REQUIREMENTS.** Lessor hereby advises the Lessee of the need to meet applicable code requirements, adjust and secure the stairs to the exit way upon completion of the installation of the Equipment and to maintain the stairs such that the safety of all users is ensured. It is the Lessee's responsibility to ensure that steps or a ramp are provided for each building egress.

(iii) **DISCONTINUING STAIR USE.** In the event that the Lessee wishes to discontinue use of the stairs prior to the expiration of the Lease Term and return of the other Equipment, the Lessee may elect to return the stairs to Lessor, have Lessor pick-up the stairs for a normal charge, or store the stairs at the Site, however, Lessee shall continue to pay Monthly Rent with respect to the stairs until their return to Lessor.

(iv) **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of Equipment consisting of stairs. Specifically, sloping sites may require higher stairs. Adjacent buildings or other obstacles may render the prefabricated stairs unusable. Lessee is responsible for the provision of level landing sufficient per any applicable code. Lessee must make the transition from wherever the stairs end to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished stairs comply with all applicable codes.

(b) **RAMPS.** Any Equipment consisting of ramps are not to be altered in any form from the installed state. Any modifications may result in failure to comply with applicable code. Additionally, any modification or change to handicap ramp, including cosmetic changes, may result in additional fees to the Lessee for up to the replacement cost of the ramp.

(i) **SITE CONDITIONS.** Lessee should be aware that certain site conditions may impact the use of a prefabricated ramp. Specifically, sloping sites may require longer ramps. After installation of the Equipment, the landing for any ramp will be set up such that it is in conformance with door threshold requirements (provided that Lessee's site will allow such). The ramp will then be affixed to the landing. It will be the responsibility of the Lessee to make the transition from wherever the ramp ends to the existing grade. This transition may require grading, paving or other work by the Lessee in order that the finished ramp complies with all applicable codes. Adjacent buildings may require additional ramping or render the standard prefabricated ramp unusable.

(ii) **PRE-FABRICATED RAMPS ACCOMPANYING BUILDINGS APPROVED BY THE DIVISION OF THE STATE ARCHITECT ("DSA").** In the case of Equipment located in the State of California, in the case of any Equipment consisting of DSA building ramps, Lessor recommends that Lessee or Lessee's architect look closely at all conditions of impact. Any Equipment consisting of a ramp and landing have been DSA approved.

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:08:06 -07'00'

(c) **RESTROOM/PLUMBING.** If any Equipment consists of restrooms or plumbing, the Lessee is responsible for making both waste and water connections to the building stub outs. Please note that a "no-hub fitting" has been provided for Lessee's waste line connection. Additionally, "no-hub fittings" have been provided for connection of the plumbing tree (if applicable) to the permanent lines.

(i) **PLUMBING CONNECTIONS.** If Lessee's plumbing subcontractor is unfamiliar with how to make the connection(s), Lessee shall contact its sales person or Lessor's service department. Where applicable, the Lessee will need to install the plumbing tree, which is shipped unattached. Lessor makes no guarantees that the stub out locations or set height of the building will coincide with existing stub outs, holding tanks or other connection relation items.

(ii) **MALFUNCTIONS.** The Lessee is responsible for any malfunction of lines, valves, piping, etc., that is related to foreign matter, improper connection of waste/water lines or misuse.

(iii) **TEMPORARY/PORTABLE HOLDING TANKS.** Lessor shall have no liability for loss or damage as a result of holding tanks that fill up faster than expected, or that overflow. For Lessee's comfort and convenience, Lessor strongly recommends that the Equipment be connected directly to sanitary sewer lines. If Lessee obtains temporary holding tanks as a means of waste disposal, Lessee should be aware that this approach presents additional risks, as holding tank capacity is directly affected by water usage, leaky faucets, etc.

(iv) **CONNECTION TESTING AND VERIFICATION.** Testing of water for chlorination or other items/issues is the responsibility of the Lessee.

(d) **BUILDINGS.** Equipment consisting of buildings may be used only for office space, light storage or classroom facilities and for no other purpose without the prior written consent of Lessor.

(i) **SITE INSTALLATION REQUIREMENTS FOR DSA CLASSROOM BUILDINGS.** In the case of Equipment located in the State of California, the Lessee is responsible for the site being cleared (free of grass, shrubs, trees, etc.) and graded to within 4 1/2" of level grade for each building. If the site exceeds the 4 1/2" requirement additional costs may be charged to Lessee. Under no circumstances should the site be greater than 9" from level grade or have less than a 1000 psf minimum soil bearing pressure. PRIOR TO DELIVERY, the Lessee shall mark the four corners of the building on the site, including the door location. Should special handling be required to either place, install or remove the classroom on the Lessee's site due to site obstructions such as fencing, landscaping, other classrooms, etc., additional costs will be charged to Lessee.

(e) **CONTAINERS.** In the case of any Equipment consisting of containers, Lessee shall inspect the interior and exterior of each container, on a monthly basis, to ensure that water is not infiltrating the container. If water is infiltrating any container, Lessee shall take such action as is necessary to correct such event.

(i) There are statutes and regulations associated with the leasing of containers. Lessee represents and warrants that it has read and understands such statutes and regulations as in effect in the jurisdiction and state where each container is located and will comply with the same.

(ii) The warranties made by Lessor set forth in Section 1 above do not apply to containers, and the containers are leased to Lessee "AS IS". Lessor warrants only that the containers correspond with the description thereof set forth in the Lease, and, otherwise, **LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE CONTAINERS, INCLUDING WITHOUT LIMITATION, THE CONDITION OF ANY CONTAINER, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE OR OTHERWISE.**

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:09:44 -07'00'

(iii) Lessee acknowledges and agrees that its maintenance obligations under Section 2 of these provisions include painting the containers in accordance with the manufacturer's recommendations.

(iv) **"normal wear and tear"** shall mean, with respect to the containers, changes to the condition of the containers, such as light rust and random small dents and scratches on any side of the containers, consistent with proper treatment and use of such containers under conditions for which such container was specifically designed; provided that "normal wear and tear" shall not include (i) changes to the condition of any containers that would have been prevented by routine washing, lubrication, spot painting, or other normal repair or maintenance, or (ii) changes affecting security, water tightness, weather-proof qualities, mechanical or electrical function of integral components, the integrity of design or structure, regulatory, classification or certification requirements, or affecting the inside dimensions or cubic content of any container.

(f) **SEISMIC/WIND.** Any Equipment consisting of seismic/wind restraint systems consist of either friction based supports or earth anchors. Such systems are based on the existing Site and soil conditions meeting a 85 M.P.H. exposure C wind load and a minimum soil bearing pressure of 1500 P.S.F. Lessor recommends that the Lessee verify with the local governing authority that these conditions are appropriate. In some cases additional costs may be incurred by the Lessee for custom foundation engineering and additional foundation work. Since the aforementioned seismic/wind restraint systems are different, the impact to the Lessee varies. Therefore, please review the following information carefully.

(i) **FRICTION BASED SYSTEM.** The price quoted is for the rental, installation and removal of the system and is valid for the initial Lease Term specified in the Agreement. The system can be provided with wet stamped engineered for an additional cost. The foundation design is based on certain assumptions that can vary from site to site. Should the Lessee or local jurisdiction require design changes or information that requires contact with the designing engineer, additional charges may result. As with the earth anchor system described below, Lessor does not warrant that the Lessee's site conditions will be adequate for the seismic/wind support system. Any testing required by any agency of the soil or the product, is the responsibility of the Lessee.

(ii) **EARTH ANCHORS.** Any earth anchors and strapping to be used are designed to meet specific pullout capabilities when suitable soil conditions are provided. The Lessee is responsible for providing soil conditions that will allow for achievement of a pullout capacity of 4750# for each earth anchor. If applicable, Lessor will install a specific number of earth anchors and strapping, based upon the above pullout capacities. Lessor recommends, and local governing authorities may require, that the Lessee have a pullout test performed to insure that the soil is adequate to achieve the required pullout capacities mentioned above. All costs associated with such testing and its results are the responsibility of the Lessee. These costs include, but are not limited to: testing, an increase in the number of earth anchors to be provided to meet the required loads, any re-testing and engineering time. Lessor will not warrant that the number of earth anchors installed will meet the required pullout capacities, unless the Lessee provides pullout test results and verification that the completion of any resulting corrective action has taken place.

(iii) **DAMAGE AND ADDITIONAL COSTS.** At the time of installation of the earth anchors, should ground penetration be hindered by elements such as large rocks, lime, cement, utility lines, etc., the Lessee will be responsible for all additional costs, including replacement of broken earth anchors incurred while properly completing the installation. Further, should damage to any underground utility lines occur, the cost of repair will be borne entirely by the Lessee. In any case, should the number or size of earth anchors increase or pullout testing or any other additional work be necessary to meet the requirements of the foundation plan due to soil conditions, the Lessee will be responsible for such costs. At the time of dismantle, Lessor will cut the straps of the earth anchors in order to remove the Equipment. The Lessee is then responsible for the removal of the earth anchors from the site.

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:12:00 -07'00'

(iv) **WARRANTY.** The warranty set forth in Section 1 does not apply to any seismic/wind restraints in the event that the Lessee has elected not to contract for a wet stamped engineered foundation plan. Lessor will not inspect the installation of the foundation system.

(v) **APPROVAL.** The Lessee is responsible for obtaining site inspection and approval of the foundation system by the appropriate local jurisdiction.

(g) **MISCELLANEOUS.** The Equipment is not pre-wired for features such as telephones, data lines, fire alarms, intercoms, lightning suppression; it is the Lessee's responsibility to wire these items for individual preference and usage. Lessee shall also have the sole responsibility for any utility or other connections to the Equipment.

(h) **CABINETRY.** The Equipment may include cabinetry that is fabricated with particleboard. Particleboard is known to emit certain levels of formaldehyde. Lessee acknowledges that it has been made aware that lower emission and formaldehyde free options are available.

(i) **CARPET.** The Equipment may include new carpeting. Most of the carpeting products provided by Lessor meet the Carpet and Rug Institute's Green Label testing standards for indoor air quality. Nonetheless, it is recommended that new carpeting receive a minimum of 72 hours airing-out time, under well-ventilated conditions, prior to occupancy.

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 10:16:01 -07'00'

Incorporation by Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at http://www.MobileModularRents.com/ContractTerms. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

- The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR:	**LESSEE:**
Mobile Modular Management Corporation	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement (an "**Agreement**") and the lease provisions on the Lessor's website at [www.MobileModularRents.com] (the "**Incorporated Provisions**"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "**Lease Agreement**"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "**Lease**") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and Lessee's agreement, purchase order or other document and the Agreement, the Agreement shall control.

2. **LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:45:54 -07'00'

termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT**. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [http://www.MobileModularRents.com] for the conditions under which the Equipment must be returned.

4. **HOLDING OVER; LEASE EXTENSION**. If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. **LESSEE AGREEMENTS**. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, ~~from time to time at any reasonable time,~~ on 24 hour notice and with permission of Lessee enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, ~~including any items or occupants within or surrounding the Equipment, for promotional or other purposes.~~ If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT**. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:51:53 -07'00'

to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease. It is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "**Principal**"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE ($25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. **INSURANCE.**

(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of $1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty (30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:52:43 -07'00'

towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to ~~indemnify and hold harmless Lessor from and against any and all~~ insure the Equipment as required in 11. above. and pay losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, ~~including to the extent arising from Lessor's negligence~~, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are ~~not~~ enforceable against Lessee under applicable law, ~~Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law.~~ Lessee shall make all payments due under this Section upon demand by Lessor, subject to receipt of insurance proceeds, if applicable.

13. **EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7, (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR.** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to

mobile modular SM
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:53:25 -07'00'

be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess; all of the foregoing less available insured funds.

less all payments made in (B)(1) above

14. **OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. **COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. **GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of ~~California,~~ TEXAS without regard to its conflicts of laws provisions.

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:54:55 -07'00'

17. **JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in ~~Alameda~~ County, State of ~~California~~. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of ~~California~~ shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in ~~Alameda~~ County, State of ~~California~~. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. **MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, ~~including arbitration~~. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee ~~agrees to abide by Lessor's option (if Lessor shall so choose)~~ to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. **CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. **HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. **MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

22. **ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

mobile modular
Your Project – Our Commitment

Digitally signed by Kristen Erickson, MGRC Legal Approval
DN: cn=Kristen Erickson, MGRC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corporation, email=kristen.erickson@mgrc.com, c=US
Date: 2016.07.12 09:55:49 -07'00'

Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council/Finance
Fund Balance-before expenditure:		Prepared by:	Finance/HR Manager Savage
Estimated Cost:		Date Prepared:	February 2, 2024
Exhibits:	Proposed Ordinance		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE NO. 864 AUTHORIZING EXPENDITURES AND APPROVING AMENDMENT(S) TO THE FY 2023-2024 OPERATING BUDGET.

SUMMARY

The purpose of this agenda item is to amend the City's FY 2023-2024 budget by the following amount to purchase the Police Department building that had previously been leased:

Fund	Account	Description	Budget	Budget Amendment	Revised Budget	Reason
General	01-900-8930	Buildings & Structures	-	100,000	100,000	PD Building

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Grant Savage	Date:	02/2/2024
City Attorney:	Amy J. Stanphill	Date:	02/2/2024
Acting City Administrator:	Luke B. Olson	Date:	02/2/2024

ORDINANCE NO. 864
{Amending FY 2023-2024 Budget}

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AMENDING THE BUDGET PREVIOUSLY APPROVED AND ADOPTED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR A REPEALER; PROVIDING AN EFFECTIVE DATE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on September 19, 2023, the City Council of the City of Parker, Texas adopted and approved a budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("FY 2023-2024 Budget"); and

WHEREAS, the City Council finds that it is in the public interest to amend the FY 2023-2024 Budget as set forth herein;

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

SECTION 1. The budget shall be amended by appropriating $100,000 from the General Fund Balance.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That this Ordinance becomes effective immediately upon its passage.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

APPROVED AND ADOPTED on this the ___6th_ day of _____February_____, 2024.

CITY OF PARKER, TEXAS

BY: _____
LEE PETTLE, MAYOR

Proposed

ATTEST:

BY: _____
PATTI SCOTT GREY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

BY: _____
AMY J. STANPHILL, CITY ATTORNEY

Proposed

1.

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Secretary
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey
Estimated Cost:	Date Prepared:	January 23, 2024
Exhibits:	**None**	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ACCEPTING 15 HOLIDAY GIFT BAGS DONATED BY JIMMY AND LIZ PARKER VALUED AT $40 EACH TO POLICE DEPARTMENT. (OVER $500)

SUMMARY

Jimmy and Liz Parker donated 15 holiday gift bags valued at $40 each to the Parker Police Department.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

1.

Council Agenda Item

Budget Account Code:	Meeting Date:	February 6, 2024
Budgeted Amount:	Department/ Requestor:	Luke B. Olson City Administrator
Fund Balance-before expenditure:	Prepared by:	Luke B. Olson City Administrator
Estimated Cost:	Date Prepared:	January 31, 2024
Exhibits:	**Engineering Selection RFQ**	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION REGARDING ADVERTISING REQUEST FOR QUALIFICATIONS (RFQS) FOR ENGINEERING.

SUMMARY

The city is asking to advertise a comprehensive Request for Qualifications process for professional services. This is to ensure that the City contracts with high performing, professional firms to complete the important capital project needs of the community. Staff will complete the review process and bring forth the top firms per the grading criteria in the RFQ process, for different types of engineering services.

POSSIBLE ACTION

Give staff direction to move forward.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/01/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/01 /2024

REQUEST FOR QUALIFICATIONS

For

VARIOUS PROFESSIONAL and ENGINEERING SERVICES

DUE TO CITY HALL OFFICE PRIOR TO:

_____, 2024 prior to 4:30 PM CST

CITY OF PARKER
LUKE OLSON
CITY ADMINISTRATOR
5700 E. PARKER RD.
PARKER, TX. 75002

SUBMIT ORIGINAL and SIX HARD COPIES, PLUS 1 DIGITAL COPY FOR EACH CATEGORY

LATE SUBMITTALS WILL NOT BE ACCEPTED

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Luke Olson
City Administrator
lolson@parkertexas.us
972-442-6811

Gary Machado
Director of Public Works
gmachado@parkertexas.us
972-442-6811

Time Critical Sealed Proposal Deliveries: The City of Parker, Texas cannot guarantee, due to internal procedures that any documents sent priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

DRAFT

TABLE OF CONTENTS

I. INTRODUCTION
- A. Purpose of Solicitation
- B. Timeline
- C. Evaluation Criteria
- D. Interviews and Presentations
- E. Selection and Award
- F. Legal Documents

II. PROFESSIONAL SERVICE CATEGORIES
- A. Land Planning and Zoning
- B. Materials Testing and Inspection
- C. Land Surveying
- D. Facility Architecture and Design-Build
- E. Landscape Architecture and Park Planning
- F. Engineering - Utility Facilities
- G. Engineering - Utility Collection and Distribution Systems
- H. Engineering – Roadway
- I. Engineering – Traffic Engineering and Street Lighting
- J. Engineering – Water Resources
- K. Engineering – Site Civil Engineering/Land Development
- L. Engineering – Structural
- M. Real Estate – Acquisition
- N. Real Estate – Appraisal
- O. Third-Party Development Review

III. SUBMITTAL INSTRUCTIONS AND CONTENT

IV. CITY STANDARD DOCUMENTS AND ATTACHMENTS

- A. Attachment A – Insurance Requirements
- B. Attachment B – Sample Vendor Registration Forms
- C. Attachment C – Sample Standard Agreement for Engineering Related Professional Services
- D. Attachment D – Vendor Supplemental Information
- E. Attachment E – Vendor Acknowledgement

DRAFT

I. INTRODUCTION

A. Purpose of Solicitation

The City of Parker, Texas is accepting Requests for Qualifications (RFQ) from qualified firms registered with the State of Texas for various professional and engineering services. The intent of the City is to develop a list of qualified firms and enter into agreements with those firms. As projects are defined the City will contact the most qualified firm from the list, request a proposal, negotiate a specific scope, negotiate an appropriate fee, and enter into a project specific contract with the most qualified firm that provide such services.

B. Timeline

1. Questions Deadline: _____, 2024 prior to 5:00pm CST

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Parker City Administrator will only accept written questions submitted via email. Respondents and/or their agents should refrain from seeking additional information, clarification, or other communications from any City employee other than the City Administrator, which may deem their submittal as non-responsive. Responses to all inquiries will be published in the form of an addendum.

Verbal and/or fax inquiries will not be accepted. Email

Questions to:

Luke Olson
City Administrator
City of Parker, Texas
lolson@parkertexas.us

2. Submittal Deadline: _____, 2024 prior to 4:30pm CST

Firms shall submit proposals for each category they seek for consideration. Firms shall submit 1 original signed document, six hard copies, and 1 digital copy.

Sealed responses must be received prior to the published deadline. Late responses will be disposed of and will not be considered. Responses must be sealed and may be mailed or delivered to:

City of Parker Attn: RFQ Engineer Services, 5700 E. Parker Rd., Parker TX. 75002

3. Notice of Public Documents

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City and shall be treated as City documents subject to typical practice and applicable laws for public records.

4. RFQ and Proposal Response Expenses

All costs associated with the preparation of this RFQ shall be the sole responsibility of

DRAFT

the respondent, including but not limited to document preparation, and any travel or delivery expenses.

C. Evaluation Criteria

An evaluation committee will review the submissions received in accordance with the criteria defined herein. The objective of the committee will be to identify the firms that are the most highly qualified within each category on the basis of demonstrated competence and qualifications to perform the services to service the City's needs. The decisions made by the City of Parker are final.

The proposals received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	15
Total	100

Experience (Submittal Tab 1)

- History and philosophy of the firm
- Firm's principal officers and professionals
- Areas of expertise and/or specialization
- Location of home/branch offices
- Firm's culture and overall approach to Project Management and communication

Work Performance (Submittal Tab 2)

- Demonstration of the firm's performance on prior projects related to the category in the last five (5) years.
- References from clients for projects completed in the last five (5) years related to the category. (Minimum of 2, maximum of 5)

Capacity to Perform (Submittal Tab 3)

- List of all projects currently under contract for the selected category and their anticipated completion date.
- Organizational chart and resume of the key staff who would most likely be assigned to the work, including associated licensing, credentials, and qualifications.

D. Interview and Presentations

Requests for interviews or private meetings prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFQ. However, the City of Parker reserves the right to conduct interviews with and request presentations from any respondents.

E. Selection and Award

DRAFT

1. **Selection of Qualified Firms**
   The evaluation committee will review the submitted responses for each category based on the evaluation criteria and determine **a maximum of five (5) firms as the most qualified.**

   The City reserves the right to make a final determination that no qualified submittals have been received and/or reject all submittals for a specific category. The City also reserves the right to select a qualified firm outside of this RFQ in accordance with applicable laws.

2. **Standard Agreement for Engineering Related Professional Services and Term**
   The City will enter into a Standard Agreement for Engineering Related Professional Services with firms identified for each major category for a single term up to five (5) years to perform various professional and engineering services. firms shall consider the terms and language of the Standard Agreement for Engineering Related Professional Services as fixed (aside from conforming information needed to fill in the blanks). Contract language, insurance conditions and limits are not subject to change for the foreseeable future. **Note: that executing a Standard Agreement for Engineering Related Professional Services does not obligate the City, nor does it guarantee that a project exists for that service now or in the future.**

3. **Project Assignments, Proposal Requests and Negotiations**
   As specific projects arise and funding is available, the City will develop a scope of work, select the appropriate category, and review the awarded firms in that category to determine the most qualified for the specific project. Note that the City may request additional information, client work history (specific to the project) or conduct interviews with firms awarded in the category to assist in this determination.

   The City will then request a written proposal and price proposal from the most qualified firm, and enter into negotiations with the firm. In the event that the City cannot successfully complete the negotiations, the firm will be formally set aside, and negotiations will resume with the next most qualified firm.

4. **Professional Services Project Specific Agreement**
   Upon successful negotiations with the most qualified firm, a Professional Services Project Specific Agreement will be issued by the City of Parker. The Agreement will contain the scope of work, the firm's proposal, timeline, and fees, as well as any other required documents. Contingent upon the appropriate approval by the City of Parker City Council, the Agreement will be executed by both parties.

G. <u>Legal Documents</u>

The Insurance Requirements, Vendor Registration, Standard Agreement for Engineering Related Professional Services Agreement, and Legal Compliance documents are attached in Section IV. Please note that contracts and templates have been prepared and approved by the City Attorney, and the conditions, terms and language expressed should be considered unalterable for the purpose of those evaluating interest in submitting an RFQ and working with the City of Parker.

DRAFT

The City of Parker requires that a certificate of insurance be provided at the time of entering into an agreement and coverages must be maintained throughout the term of the agreement. Please refer to the insurance limits and other requirements contained in this document.

II. PROFESSIONAL SERVICE CATEGORIES

The City of Parker is seeking to develop a list of qualified professional firms to contract with for professional services pertaining to a range of services. All firms shall demonstrate competency in their respective field and be registered or licensed to practice in their respective field in the State of Texas. All firms shall be in good standing per the relevant State laws and regulations pertaining to their profession.

The City of Parker is seeking Statements of Qualifications from firms for the following categories:

A. Land Planning and Zoning

Services may include providing consulting services on City-initiated zoning changes, development of small area plans for key development areas, analysis and revisions for existing zoning and subdivision ordinances and regulations, development of new zoning and subdivision regulations, and review, analysis, and advisement on complex zoning requests.

B. Materials Testing and Inspection

Material testing may include observing, sampling, and reporting the placement of construction materials, such as concrete, masonry, asphalt, and steel. It may also include geotechnical services to test moisture content, soil testing including pavement and foundation design recommendations, soil density, compaction, strength, and other subsurface soil analysis. The selected firm must provide proof of certification for assigned field technicians (ACI, CET, etc.), have a professional engineer licensed in the state of Texas on staff to seal test reports, and have demonstrated accurate and timely on-site testing for their clients. In addition to construction materials testing, the selected firm may be required to inspect coating application related to the rehabilitation of water storage tanks. Tasks may include inspection of interior and exterior coating and steel welding.

C. Land Surveying

Surveying may include researching property boundaries (both public and private), property records, and describing easements. Services to assist the City acquire property could include preparing sealed exhibits, survey language, rights-of-entry, and legal descriptions. Services could also include mechanically drafting improvements and topography with computer aided software such as AutoCAD (i.e. preparing base maps). Selected surveyor may be required to locate, measure, and identify landforms and three-dimensional objects located on and below the surface, elevation certification, boundary/drainage/title/form or final survey, topographic services, tree location, slab elevations, deed research, and/or as-built survey.

DRAFT

D. Facility Architecture and Design-Build

This category is intended for both Architectural firms and Construction firms specializing in Design-Build Services, as the owner's representative and manager of the project. Architecture and Design-Build services may include the management of the architectural, general contracting, structural, mechanical, electrical, and plumbing design for City facilities. The firm may be required to prepare or provide from their project team with conceptual designs, scaled schematic designs, construction documents, and estimates of construction cost to be presented to staff, committees, and City Council. Services may also include construction management and project management for the construction of City facilities. Examples of previous architectural and design-build agreements include design development, construction documents, bidding, construction administration, construction management, and LEED administration. Projects may also include renovations for existing buildings.

E. Landscape Architecture and Park Planning

Services may include landscape design for parks, trails, open spaces and street medians, performing new and/or updating existing parks, recreation and open space master plans, trail master plans, athletic/recreation complex design and renovations, repairs and renovations, grant application/administration with various levels of government and agencies, and coordination and presentations to staff, City Council, and HOAs.

F. Engineering - Utility Facilities

Civil engineering services to provide analysis, engineering design, preparing plans sets, and bidding documents for new construction and the rehabilitation of existing water and sanitary sewer treatment facilities, ground and elevated storage facilities, pump stations, lift stations, and groundwater well systems. Selected firm may be required to perform field visits, verify existing data, calculate pipe, pump, motor, and tank size, develop specifications, and make recommendations for the future system. Design may include connections to the distribution and collection systems, and should conform to AWWA, TCEQ, City and other applicable standards.

G. Engineering - Utility Collection and Distribution Systems

Civil engineering services to provide analysis, engineering design, preparing plans sets, and bidding documents for new construction and the rehabilitation of existing water lines, wastewater lines, and drainage systems. Selected firm may be required to perform field visits, verify existing data, calculate pipe size, develop specifications, and make recommendations for the future system. Design may include horizontal and vertical alignments, sequencing of connections, and should conform to AWWA, TCEQ, City and other applicable standards.

DRAFT

H. Engineering – Roadway

Roadway design services may include conceptual planning, transportation studies, preparing detailed plans and specifications for new roadways, connecting roadway segments, and for the rehabilitation or expansion of existing roadways. The qualified firm will be required to design, prepare plan sets, generate cost estimates, and bidding documents. Construction and traffic phasing are often important components of the design. These services do not include State and Federally funded projects which require special certifications, experience, and qualifications. Such projects will be handled through project-specific RFQ's.

I. Engineering – Traffic Engineering and Street Lighting

The City may seek professional services to review and analyze traffic impact studies submitted to the City from private development, perform stop sign and traffic signal warrant studies, perform traffic studies, and design traffic signals.

Services from the selected firm may include transportation planning studies (access management, corridor, and multimodal studies), traffic signal timing (signal performance measures), intersection design, signs and markings plans, and street lighting design which could require survey, electrical design, photometric analysis, fixture selection, and utility company coordination. Cost to benefit analysis may be requested to weigh the advantages of different options to planned improvements.

J. Engineering – Water Resources

The City may seek professional services to perform analysis, planning, and design of drainage structures, waterways, streams, and channels. The selected firm may be required to survey streams or creeks and collect topographic information to make a hydraulic analysis. The firm will also determine the impacts of various options and recommend the most reasonable solution. Examples in this category may include, but not be limited to FEMA map studies, floodplain reclamation or study review, erosion control evaluation and bank stabilization design, analysis and design pertaining to the rehabilitation of existing underdeveloped drainage systems, and review and/or evaluation of studies provided by private development consultants.

K. Engineering – Site Civil Engineering/Land Development

The City may seek professional services to perform analysis, planning, and design of site development improvements, including grading, drainage, on-site utilities, stormwater detention, and paving and parking improvements. The qualified firm will be required to design, prepare plan sets, generate cost estimates, specifications, and bidding documents.

L. Engineering – Structural

The City may require the study, analysis, and recommendations for the structural integrity of existing structures such as bridges, culverts, foundations, buildings, or other structural evaluations/investigations, including compliance with NFPA standards as

DRAFT

needed. Services may include such areas as ADA transition plans, Registered Accessibility Specialist (RAS), land use planning, erosion control, SUE, construction administration and project management, or construction inspection.

M. Real Estate – Acquisition

The selected firms will be required to review property information, negotiate with the property owners for the purchase of partial or full properties, right-of-way, easements, relocations and/or temporary construction easements; including offer letters, appraisal summary agreements for purchase, and other documents as needed in accordance with State of Texas statutes and other applicable requirements, and as approved by the City. The selected firms must be licensed and/or certified in accordance with all applicable Federal, State, and local requirements.

N. Real Estate – Appraisal

The selected firms will be required to provide property valuation or land valuation for the purposes of forming an opinion of the value for real property. Common duties may include appraising homes, commercial real estate, or other properties, preparing appraisal reports, or additional related services as needed. The selected firms must be licensed and/or certified in accordance with all applicable Federal, State, and local requirements.

O. Third-Party Development Review

The selected firms will be required to provide services related to the review and/or processing of engineering plans, construction plans and/or inspection of public infrastructure improvements constructed by private development to meet the City's actual cost requirement established under Local Government Code Section 212.906.

DRAFT

III. SUBMITTAL INSTRUCTIONS AND CONTENT

Firms shall submit proposals for each category they seek for consideration. Firms shall submit 1 original signed document, six hard copies, and 1 digital copy.

Mandatory Requirements for Each Category Submission:

- Firms must submit a "sealed" and separate response for each category.
- Each response must be clearly labeled, identifying the category (see Section III)
- Copies: One (1) original and six (6) hard copies (semi-permanent binding method); plus, one (1) digital copy containing only the information provided in hard copy. Note the City will not review or consider additional information.

A. General Instructions

Responses and any other information submitted by firms in response to this RFQ shall become the property of the City. Submission of a response provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective firms.

Any proprietary information that the firm does not want disclosed to the public shall be so identified by the firm on each page in which it is found. Only individual firms or formal joint ventures or partnerships with history in providing the services may apply. Two firms may not apply jointly unless they have formed a legal entity. (This does not preclude a Vendor from having consultants.)

Late submittals will be discarded. Late submittals will not be considered under any circumstances. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind, are subject to review by the City. The City reserve the right to final determination of acceptability, and/or to waive any irregularity or informality in a Response.

B. Format

1. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper with a minimum 11 pt. font. The City requests that submittals be printed on both sides of the paper and each copy be submitted in separate bound binders with tab separators as requested. Number each side of each page consecutively, including letters of interest, brochures, licenses, resumes and supplemental information.

DRAFT

2. **Submittal Length**
   Limit submittals to 15 sheets of paper, which may be printed on both sides. Covers, table of contents, transmittal letter, divider tabs and Tab 4 - "City Required Attachments" will not count towards the maximum sheet count, provided no additional information is included on those pages. Any submittals exceeding the page limit may be disqualified.

3. **Pagination**
   All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

C. CONTENT

1. **Cover & Transmittal Letter** (do not count towards pages)
   a. Outside cover should be titled **"RFQ for Various Professional and Engineering Services for the City of Parker"**
   b. Identify the Professional Services Category
   c. Identify which copy is the "original"
   d. Transmittal Letter should contain:
      i. A short introduction
      ii. List firm's name (Note if the firm intends to joint venture or subcontract, the transmittal letter shall indicate so.)
      iii. A statement granting the City and its representatives' authorization to contact any previous client of the Vendor (or a Vendor's Team Member) for purposes of ascertaining an independent evaluation of the Vendor's or a Vendor's Team member's performance.
      iv. This letter must have the original signature of an officer or principal responding firm.

2. **Tab #1 Firm Information and Services**
   a. History and philosophy of the firm
   b. Names of principal officers; please include documentation that the firm and its professionals (as applicable) are duly registered/licensed in the State of Texas
   c. General Overview of areas of expertise and/or specialization
   d. Location of home and branch offices, and which office(s) would service the City's account.

DRAFT

3. **Tab #2 Firm Experience and Team Members for The Selected Category**
    a. Pertinent professional experience of the firm for the selected category, including expertise and competencies
    b. Describe the firm's culture and overall approach to Project Management, including the firm's approach to communication with the City
    c. Describe "Quality Control/Quality Assurance" processes.
    d. Include an organizational chart that explains team member responsibilities, including the office location of each team member.
    e. Identify the key professionals (including sub-contractors) that will most likely be involved in the project team for the selected category, with short resumes including:
        i. their name (for sub-contractors please include the name of their firm)
        ii. professional registration/licensing, qualifications and/or area of expertise
        iii. time with the firm, and a list of relevant projects and their role in each
        iv. what role they will perform in the project team for work performed for the City

4. **Tab #3 References**
    a. Firm's performance on prior projects related to the category performed in the past five (5) years. Note: Previous work history with the City of Parker may be included.
    b. Project Information
        a. Project name and description
        b. Timeline and year completed
        c. Construction cost
        d. List any subcontractor(s) used for any portion of the work and their responsibilities
        e. Was the project completed within budget and on-time?
        f. Name, address, and phone number(s) of owner and contact person tasked with daily responsibilities.
        g. Name, address, and telephone number(s) of the general contractor
        h. Names of firm's key personnel assigned to the project
        i. List of all projects currently under contract for the selected category

5. **Tab #4 City Required Attachments**
        a. Attachment A -firm's certificate(s) of Insurance meeting the requirements
        b. Attachment E – Vendor Supplemental Information
        c. Attachment F – Vendor Acknowledgement

DRAFT

V. CITY STANDARD DOCUMENTS AND ATTACHMENTS

A. Attachment A – Insurance Requirements
B. Attachment B – Sample Vendor Registration Forms
C. Attachment C – Sample Standard Agreement for Engineering Related Professional Services
D. Attachment D – Vendor Supplemental Information
E. Attachment E – Vendor Acknowledgement Form

DRAFT

Attachment A – Insurance Requirements

(Vendor to provide completed form for RFQ demonstrating ability to meet insurance requirements identified in project specific agreements)

DRAFT

CERTIFICATE OF INSURANCE

TO: CITY OF PARKER DATE: _____

PARKER, TEXAS PROJECT: _____

THIS IS TO CERTIFY THAT _____

(Name and Address of Insured)

_____

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				Per Person $_____ Per Occur. $_____ Property Damage $_____
Public Liability				Per Person $_____ Per Occur. $_____ Property Damage $_____
Contingent Liability				Per Person $_____ Per Occur. $_____ Property Damage $_____
Property Damage				Per Person $_____ Per Occur. $_____ Property Damage $_____

DRAFT

Builder's Risk				Per Person $_____ Per Occur. $_____ Property Damage $_____
Automobile				Per Person $_____ Per Occur. $_____ Property Damage $_____
Other				Per Person $_____ Per Occur. $_____ Property Damage $_____

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of Operations Covered: _____

Additional Insured: City of Parker, Texas

The above policies, either in the body thereof or by appropriate endorsement, provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than sixty (60) days in advance of cancellation or change.

FIVE COPIES OF THIS CERTIFICATE _____

MUST BE SENT TO THE OWNER (Name of Insurer)

By: _____

Title: _____

Address: _____

_____

Phone/Fax: _____

DRAFT

Insurance

(1) Engineer shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Engineer allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Engineer may elect to add any subconsultant as an additional insured under its liability policies.

Commercial General Liability
$1,000,000 each occurrence
$1,000,000 aggregate

Automobile Liability
$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

Worker's Compensation
Coverage A: statutory limits
Coverage B: $100,000 each accident
$500,000 disease - policy limit
$100,000 disease - each employee

(2) Additional Insurance Requirements

a. Except for employer's liability insurance coverage under Engineer's worker's
compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Engineer's insurance policies.
b. Certificates of insurance shall be delivered to the City Administrator's Office, 5700 E. Parker Rd, Parker, Texas 75002 prior to commencement of work.
c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.

DRAFT

f. Other than worker’s compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
h. City shall not be responsible for the direct payment of insurance premium costs for Engineer's insurance.
i. Engineer's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
j. In the course of the Agreement, Engineer shall report, in a timely manner, to the City Administrator’s office, any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
k. Engineer's liability shall not be limited to the specified amounts of insurance required herein.
l. Upon the request of City, Engineer shall provide complete copies of all insurance policies required by these Agreement documents.

DRAFT

Attachment B – Sample Vendor Registration Forms

DRAFT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment C–

SAMPLE
STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

(Provided for example purposes only, and to show City standard contractual language. Actual Project Specific Agreements will be more specific to the type and scope of project)

DRAFT

CITY OF PARKER, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Parker, a Texas Type A General Law municipality ("CITY"), and <company legal name>, authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: <project name here> – Project No. <CPN here>.

Article I
Scope of Services

The Scope of Services is set forth in Attachment A. Negotiated changes to this Agreement, if any, are included in Attachment C.

Article II
Compensation

The ENGINEER's compensation shall be in the amount up to <dollar amount> as set forth in Attachment B. Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

Engineer shall provide monthly invoices to City. The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in Attachment D to this AGREEMENT, to reasonably substantiate the invoices.

Payments for services rendered shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Acceptance by Engineer of said payment shall release City from all claims or liabilities under this Agreement for anything related to, performed, or furnished in connection with the Services for which payment is made, including any act or omission of City in connection with such Services.

Article III
Term

Time is of the essence. Unless otherwise terminated pursuant to Article VI. D. herein, this Agreement shall be for a term beginning upon the effective date, as described below, and shall continue until the expiration of the funds or completion of the subject matter contemplated herein pursuant to the schedule, whichever occurs first. Unless specifically otherwise amended, the original term shall not exceed five years from the original effective date.

Article IV
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this Agreement, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Designation of Engineer's Personnel

(1) The ENGINEER and CITY shall agree upon the designation of the ENGINEER's "Project Manager" prior to starting work on contract.

(2) ENGINEER shall inform CITY in writing of a proposed change to their designated project manager prior to making the change or immediately upon receiving notification that the designated project manager is separating employment with the ENGINEER.

(3) ENGINEER shall provide resumes to the CITY of the proposed replacement project manager(s), who shall have similar qualifications and experience as the outgoing person, for review and approval.

D. Subsurface Investigations

(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

DRAFT

E. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

F. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the contract documents, nor shall anything in the contract documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the contract documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the contract documents.

G. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in

accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

H. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

I. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

J. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this contract. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give

ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to reproduce such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of hard copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

K. INSURANCE

Engineer shall not commence work under this Agreement until it has obtained all insurance required under Attachment F and City has approved such insurance.

L. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

M. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this contract and prior to final payment under the contract.

N. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

O. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this Agreement was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this Agreement which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

P. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment D to this AGREEMENT.

Article V
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render

DRAFT

in writing decisions required by the CITY in a timely manner in accordance with the project schedule prepared in accordance with Attachment D.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

(1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER’s negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the project.

G. Contractor Indemnification

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at the construction site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person

shall have no third-party beneficiary rights under this Agreement.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

J. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

Article VI
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

DRAFT

C. Force Majeure

CITY and ENGINEER shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to: acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics/pandemics, wars, riots, material or labor restrictions by any governmental authority and/or any other similar causes.

D. Termination

(1) This AGREEMENT may be terminated

a.) by the City for its convenience upon 30 days' written notice to ENGINEER.

b.) by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a.) Reasonable cost of reproduction or electronic storage of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b.) The reasonable time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all projected termination expenses. The CITY'S approval shall be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

DRAFT

The ENGINEER shall indemnify or hold harmless the CITY against liability for any damage committed by the ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which the ENGINEER exercises control to the extent that the damage is caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier. CITY is entitled to recover its reasonable attorney's fees in proportion to the ENGINEER's liability.

G. Assignment

ENGINEER shall not assign all or any part of this AGREEMENT without the prior written consent of CITY.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Collin County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Articles V.F., VI.B., VI.D., VI.F., VI.H., and VI.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER agrees to defend, indemnify and hold harmless CITY and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.**

K. **Contract Construction/No Waiver**

The parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised Agreement and that the normal rule

of contract construction, to the effect that any ambiguities are to be resolved against the drafting party, must not be employed in the interpretation of Agreement or any amendments or exhibits hereto.

The failure of CITY or ENGINEER to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of CITY's or ENGINEER's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

L. **Immigration Nationality Act**

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this Agreement for violations of this provision by ENGINEER.

M. **Prohibition On Contracts With Companies Boycotting Israel**

ENGINEER unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if ENGINEER has 10 or more full time-employees and the contract value is $100,000 or more, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, ENGINEER certifies that ENGINEER'S signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, ENGINEER: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

N. **Prohibition on Boycotting Energy Companies**

ENGINEER acknowledges that in accordance with Chapter 2276 of the

Texas Government Code, the CITY is prohibited from entering into a contract for goods or services that has a value of $100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2276 of the Texas Government Code. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, ENGINEER certifies that ENGINEER's signature provides written verification to the CITY that ENGINEER: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

O. **Prohibition on Discrimination Against Firearm and Ammunition Industries**

ENGINEER acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the CITY is prohibited from entering into a contract for goods or services that has a value of $100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company 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 the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, ENGINEER certifies that ENGINEER's signature provides written verification to the CITY that ENGINEER: (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 against a firearm entity or firearm trade association during the term of this Agreement.**

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - Amendments to Standard Agreement for Engineering Services
Attachment D - Project Schedule

Attachment E - Location Map
Attachment F – Insurance Requirements

Signatures and Attachments follow.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BY:
CITY OF PARKER, TEXAS

_____
Lee Pettle
Mayor

Date:_____
ATTEST:

_____
Patti Scott Grey
City Secretary

BY:
ENGINEER
<Company's Legal Name>

_____
<Signatory's Name>
<Title>

Date:_____

APPROVED AS TO FORM AND LEGALITY

By:_____
Amy J. Stanphill
City Attorney

DRAFT

Attachment A - Scope of Services

DRAFT

Attachment B – Compensation

DRAFT

Attachment C - Amendments to Standard Agreement for Engineering Services

DRAFT

Attachment D - Project Schedule

DRAFT

Attachment E - Location Map

DRAFT

Attachment F – Insurance Requirements

Insurance

(3) Engineer shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Engineer allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Engineer may elect to add any subconsultant as an additional insured under its liability policies.

Commercial General Liability
$1,000,000 each occurrence
$1,000,000 aggregate

Automobile Liability
$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

Worker's Compensation
Coverage A: statutory limits
Coverage B: $100,000 each accident
$500,000 disease - policy limit
$100,000 disease - each employee

(4) Additional Insurance Requirements

a. Except for employer's liability insurance coverage under Engineer’s worker’s
compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Engineer’s insurance policies.
b. Certificates of insurance shall be delivered to the City Administrator’s Office, 5700 E. Parker Rd, Parker, Texas 75002 prior to commencement of work.
c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.

DRAFT

e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
f. Other than worker’s compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
h. City shall not be responsible for the direct payment of insurance premium costs for Engineer's insurance.
i. Engineer's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
j. In the course of the Agreement, Engineer shall report, in a timely manner, to the City Administrator’s office, any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
k. Engineer's liability shall not be limited to the specified amounts of insurance required herein.
l. Upon the request of City, Engineer shall provide complete copies of all insurance policies required by these Agreement documents.

DRAFT

Attachment D – Vendor Supplemental Information

DRAFT

QUALIFICATION STATEMENT OF VENDOR

SUBMITTED TO: City of Parker

Reviewed by: _____

Date Received: _____

Vendor: _____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME: _____ PARTNER: _____

ADDRESS: _____ ADDRESS: _____

CITY: _____ CITY: _____

PHONE: _____ PHONE: _____

PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

_____ _____

COUNTY STATE COUNTY STATE

IF THE VENDOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: _____

LOCATION OF PRINCIPAL OFFICE: _____

CONTACT PERSONS AT OFFICE: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____ ADDRESS: _____

DRAFT

TITLE: _____ _____

CITY STATE ZIP

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE) _____

_____

LIST NUMBER OF EMPLOYEES WORKING FOR VENDOR: _____

NUMBER OF YEARS IN BUSINESS AS A CONSULTANT ON PROJECTS SIMILAR TO THIS PROJECT: _____

TYPE(S) OF WORK DONE: _____

_____

Public Facilities (list types): _____

_____

Other: _____

COMMENTS: _____

_____

_____

_____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

DRAFT

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER: _____

YEAR BUILT: _____ CONTRACT PRICE: _____

DRAFT

CONTACT PERSON:_____PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: _____

OWNER: _____

PERCENT COMPLETE:_____CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER: _____

PERCENT COMPLETE:_____CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER/ENGINEER: _____

PERCENT COMPLETE:_____CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

PROJECT: _____

OWNER: _____

PERCENT COMPLETE:_____CONTRACT PRICE: _____

CONTACT PERSON:_____PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? _____

IF SO, NAME OF OWNER:

_____

DRAFT

CONTACT PERSON:_____PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? _____

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

_____

_____

_____

BANK REFERENCE: Bank: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

MUNICIPALITY REFERENCE: City: _____

Contact Person: _____ Position: _____

DRAFT

Address: _____ Phone: _____

OTHER CREDIT REFERENCES:

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Phone: _____ Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title: _____

Company: _____ Date: _____

DRAFT

Attachment E – Vendor Acknowledgement

DRAFT

VENDOR ACKNOWLEDGEMENT FORM

Company Information
The following information must be provided in its entirety for your submission to be considered:

Company Name: Principal Place of Business
Address: Principal Place of Business
City, State, Zip: Principal Place of Business
Phone Number: Principal Place of Business Fax Number:
Remittance Address (if different from above):
Remittance City, State, Zip:
Tax Identification No:

Addendums

If an addendum to this RFQ is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1_____ Add. No. 2_____ Add. No. 3_____ Add. No. 4 _____

Add. No. 5_____

Certification

The undersigned hereby certifies that he/she understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. If selected, firm further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein; to willfully enter into negotiations; and to faithfully execute an agreement with the Parker Economic Development Corporation upon successful negotiations.

The individual signing this RFQ certifies that he/she is a legal agent of the firm, authorized to submit on behalf of the firm, and is legally responsible for the decisions as to the supporting documentation provided.

_____
Authorized Representative Signature Date

_____
Printed Name

_____
Title Email Address

DRAFT

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Mayor Pettle
Fund Balance-before expenditure:	Prepared by:	Luke B. Olson City Administrator
Estimated Cost:	Date Prepared:	February 1, 2024
Exhibits:	1. Resolution No. 2024-779 2. Anderson Asphalt & Concrete Paving LLC Proposal1 3. TIPS Terms and Conditions for Anderson Asphalt	

AGENDA SUBJECT

DISCUSSION, CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON STREET MAINTENANCE AND ADOPTION OF RESOLUTION NO. 2024-779 AUTHORIZING AWARD OF CONTRACT AND EXECUTION OF NECESSARY AND RELATED DOCUMENTS WITH ANDERSON ASPHALT & CONCRETE PAVING, LLC TO PERFORM THE WORK DESCRIBED IN ITS PROPOSAL CONSISTENT WITH ITS COMPETITIVELY PROCURRED TIPS AGREEMENT.

SUMMARY

The City of Parker staff has identified several areas within the Parker that need to be repaired as soon as practical. There are areas on Dublin Road, Lewis Lane, and Curtis Road that are highly in need of repairs at the current moment until a more permanent fix has been identified and funded. Anderson Asphalt & Concrete Paving, LLC has submitted the attached proposal reflecting the total cost to fix those major areas is $163,293.74. Anderson Asphalt & Concrete Paving, LLC is a TIPS Cooperative Purchasing Vendor. The TIPS agreements satisfy the competitive bid requirements.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/01/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/01 /2024

CITY OF PARKER

RESOLUTION NO. 2024-779
(Street Maintenance Award)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, ACCEPTING THE PROPOSAL FOR STREET MAINTENANCE SUBMITTED BY ANDERSON ASPHALT & CONCRETE PAVING, LLC UNDER ITS COMPETITIVELY PROCURRED TIPS AGREEMENT, PROVIDING AN EFFECTIVE DATE, PROVIDING FOR REPEALER.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to accept a competitively procured proposal from TIPS vendor, Anderson Asphalt & Concrete Paving, LLC to obtain certain road maintenance described in the proposal to be performed for the benefit of the City of Parker.

NOW THEREFORE, be it resolved by the City Council of the City of Parker, Collin County, Texas, as follows:

SECTION 1. The recitals contained in the preamble of this Resolution are incorporated into the body of this Resolution as if set out fully herein.

SECTION 2. The proposal of Anderson Asphalt & Concrete Paving, LLC attached hereto as Exhibit "A," in the total amount of **$163,293.74** is approved and is in conformance with the requirements for such approval.

SECTION 3. The Mayor is hereby authorized to execute a contract with Anderson Asphalt & Concrete Paving, LLC, and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 4. That all provisions of any and all resolutions of the City of Parker found to be in conflict with the provisions of this Resolution be, and the same are hereby, repealed to the extent of the conflict, and all other provisions of the resolutions of the City of Parker not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS, THIS 6TH DAY OF FEBRUARY 2024.

Proposed

PARKER:

_____
Lee Pettle, Mayor

ATTEST:

_____
Patti Scott Grey, City Secretary

APPROVED AS TO LEGAL FORM:

_____
Amy J. Stanphill, City Attorney

Proposed

EXHIBIT A

ANDERSON ASPHALT & CONCRETE PAVING, LLC

PROPOSAL

STREET MAINTENANCE

Proposed

Proposal for Work

Anderson
Dallas, TX 75229
www.aacpaving.com

Rep: Cory Henneberg
Phone: 214-352-3400

Proposal: 240210
Date: 2/1/2024

To:

City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:

City Of Parker Multi Street Repair
5700 East Parker Road
Parker, 75002

Scope of Work

Provide labor and materials for the scope of work described below at the above location. The following bid is based on the documents listed below, as provided to Subcontractor. Documents include: No documents have been included.
Quantities hae been provided by the City of Parker and will be field measured upon completion for payment.

Scope(s) of work which may or may not be in Subcontractor's classification which is(are) noted in documents not included in above list is(are) specifically excluded from Subcontractor's bid. Work to include the following items:

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	Mobilization	1	EA	10000.00	**10,000.00**
02)	Cement Stabilize (10" Depth 40LB/SY) NO EXPORT	17,700	SF	3.65	**64,605.00**
03)	Load and Export Material (OPTIONAL)	150	CY	65.00	**9,750.00**
04)	Microcrack	17,700	SF	0.14	**2,478.00**
05)	Prime Coat (0.20 Per SY using SS!H)	17,700	SF	0.30	**5,310.00**
06)	2" TYPE D HMAC / TXDOT 340	17,700	SF	3.00	**53,100.00**
07)	Traffic Control - (INCLUDES TWO FLAGGERS)	10	DAY	14.00	**140.00**
08)	Backfill Edge of pavement using material generated.	6,000	SF	1.85	**11,100.00**
09)	Payment & Performance Bond	1	LS	3226.26	**3,226.26**
10)	TIPS Fee (2%of total)	1	LS	3584.47	**3,584.47**

Exclusions

Bid does not include Permits, Sales Tax, or AGC Dues.
Excludes testing, striping, utility adjustments, and traffic control plan.
No milling, removals, import or export of any kind.
No survey or engineering

Prices quotes good until 06/30/2024
Bid does not include saw cutting.
Water source to be furnished on site by the city.
Bid is based on up to three (3) move in's, additional move in's will be billed @ $5,000.00 each.
Anderson Asphalt & Concrete Paving. will not be held liable for any items of work not quoted above.
Not responsible for delays due to circumstances beyond our control.
This quote to be included in any subcontract offered to Anderson Asphalt & Concrete Paving, LLC.
Subcontractor's price includes insurance. Subcontractor's reduction (if any) based upon OCIP/CCIP participation shall be based upon Subcontractor's net savings after due consideration of all coverages, costs, premiums, and administrative burdens.
Subcontractor's bid and its agreement to perform the work set forth herein are explicitly contingent upon Subcontractor and Contractor negotiating mutually acceptable Subcontract terms.

ANDERSON ASPHALT & CONCRETE PAVING, LLC

Proposal for Work

Anderson
Dallas, TX 75229
www.aacpaving.com

Rep: Cory Henneberg

Phone: 214-352-3400

Proposal: 240210

Date: 2/1/2024

To:

City Of Parker
Attn: Gary Machado
5700 E. Parker Road
Parker, Tx 75002

Project:

City Of Parker Multi Street Repair
5700 East Parker Road
Parker, 75002

Proposal Total: 163,293.74

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of Contractor in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The terms and conditions contained herein this proposal shall be an integral part of any agreement for the work, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Submitted By:		**Acceptance:**	
By:	Cory Henneberg	By:	
Title:		Title:	
Date:		Date:	

TERMS AND CONDITIONS

To be Included in the Contract for the Work Included in this Proposal

1. Anderson Asphalt & Concrete Paving LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.

2. Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.

3. Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.

4. The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5. Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor’s Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.

6. Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.

7. Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its’ activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.

8. Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**

9. Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 5 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.

10. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.

11. This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.

12. The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

END

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 230602 Pavement and Other Related Services (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Anderson Asphalt & Concrete Paving, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of

the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional two consecutive one-year terms. The first renewal year shall be automatic unless Vendor notifies TIPS of its objection to the first one-year renewal. The second one-year renewal shall only be effective if offered by TIPS at its sole discretion. If TIPS offers the second renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the second one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation

or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or

lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230602 Pavement and Other Related Services (Part 2)

Vendor Name: Anderson Asphalt & Concrete Paving, LLC

Vendor Address: 11343 Mathis Ave

City: Dallas State: TX Zip Code: 75229

Vendor Authorized Signatory Name: Pamela Thompson

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 214-352-3400

Vendor Authorized Signatory Email: pthompson@aacpaving.com

Vendor Authorized Signature: Pamela Thompson Date: 07/10/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 8/17/2023

230602
Anderson Asphalt and Concrete Paving, LLC
Supplier Response

Event Information

Number: 230602
Title: Pavement and Other Related Services (2 Part with JOC)
Type: Request for Proposal
Issue Date: 6/1/2023
Deadline: 7/14/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200602 PAVEMENT AND OTHER RELATED SERVICES ("200602"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR PAVING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200602.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200602 WHICH COVERS ALL OF YOUR PAVING OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Anderson Asphalt and Concrete Paving, LLC Information

Contact: Matthew Singel
Address: 11343 Mathis Ave
Dallas, TX 75229
Phone: (214) 352-3400
Fax: (214) 352-3402
Email: MSingel@aacpaving.com
Web Address: http://www.aacpaving.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Matthew Singel
Signature

msingel@aacpaving.com
Email

Submitted at 7/14/2023 12:50:18 PM (CT)

Requested Attachments

Vendor Agreement (Part 1)

230602 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2 (Part 1)

230602 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 1 (Part 1)

No response

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Vendor Agreement Signature Form (Part 1)

230602 Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter

6 Anderson TIPS Bondability Letter 2023-07-07.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Vendor Agreement (Part 2)

230602 Vendor Agreement (Part 2).pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

230602 Vendor Agreement Signature Form (Part 2).pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Supplemental Vendor Information (Supplemental Vendor Information Only)

AACP Supplemental Information 2023-07.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Terms.docx

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Reference Form

230602 Reference Form JOC (Parts 1 2).xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

Confidentiality Agreement.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

2023 W-9 AACP.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No res*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) AACP Logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

DBE Certificate.pdf

DBE Certificate for Anderson Asphalt & Concrete Paving LLC

HUB CERTIFICATE.pdf

HUB Certificate for Anderson Asphalt & Concrete Paving LLC

WBE Certificate 2023-2024.pdf

WBE Certificate for Anderson Asphalt & Concrete Paving LLC

WSOB Certificate 2023-2024.pdf

WSOB Certificate for Anderson Asphalt & Concrete Paving LLC

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. YES
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. Yes
3	**National Coverage** Can the Vendor provide its proposed goods and services to all 50 US States? No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Asphalt and Concrete paving construction, rehabilitation, repair, maintenance, pavement reclamation, and soil stabilization.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Matthew Singel

7 Primary Contact Title

Primary Contact Title

Director of Technical & Market Development

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

msingel@aacpaving.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9724448225

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2147080290

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Cory Henneberg

13 **Secondary Contact Title**

Secondary Contact Title

Senior Estimator

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

coryh@aacpaving.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9724448225

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9723102259

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Bonnie Bishop

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

bbishop@aacpaving.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724448225

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Matthew Singel

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

msingel@aacpaving.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724448225

24 **Company Website**

Company Website (Format - www.company.com)

www.aacpaving.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

11343 Mathis Ave

27 **Primary Address City**

Primary Address City

Dallas

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

75229

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Paving Repair, Asphalt Repair, Concrete Repair, Asphalt Paving Reclamation, Asphalt Overlay, Soil Stabilization, Subgrade Stabilization

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Dallas

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

TX

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

15

35 Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods a CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

Yes

39 **Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

1

41 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

1.5

42 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

25%

43 **REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirer**

This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.

Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2.

If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval.

Yes, Vendor agrees

44 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

45 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

46 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

47 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48

Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49

Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50

Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

51 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

52 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

53 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

54 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

55 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

56 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

57 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

60 **Certification Regarding Prohibition of Discrimination Against Firearm and Amm**
Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

61 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (T**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

65 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

66 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

69 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

70 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

72 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - SOME (Section B)

73 **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

75 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

76 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

77 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

78 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Fu

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

80

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

82

2 CFR Part 200 or Federal Provision - Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.
Does vendor agree?

Yes, Vendor agrees

83

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

84 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continu**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

85 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.
Does vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

94 **2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standard**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

95 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

97 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never C**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

98 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

99 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

100 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

NO

101 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Co... Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

102 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230602 Pavement and Other Related Services (2	ANDERSON ASPHALT & CONCRETE PAVING, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact N	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
City of Seagoville, TX	Chris Ryan	cryan@seagoville.us	469-396-8892
City of Forney, TX	Candy McQuiston	cmcquiston@forneytx.gov	972-520-1949
City of Parker, TX	Gary Machado	gmachado@parkertexas.us	972-816-1941
Binkley & Barfield	Richard Arvizu	rarvizu@binkleybarfield.com	214- 674-9456
City of Frisco, TX	Donald Olivetti	dolivetti@friscotexas.gov	972-292-5855

TIPS CONTRACT 230602

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Anderson Asphalt & Concrete Paving, LLC

Vendor Authorized Signatory Name: Pamela ThompsonPresident

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: pthompson@aacpaving.com

Vendor Address: 11343 Mathis Ave

City: Dallas State: TX Zip Code: 75229

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Pamela Thompson

PCL
CONTRACT BONDING AGENCY
Partners in Construction. Bonded by Trust.

July 7th, 2023

The Interlocal Purchasing System (TIPS)
Region 8 Education Service Center
4845 US Hwy 271 North
Pittsburg, TX 75686

Re: Bonding Capacity Letter for Anderson Asphalt & Concrete Paving LLC – Dallas, TX
Re: 230603 Pavement and Other Related Services

To Whom It May Concern:

Anderson Asphalt & Concrete Paving LLC has been a valued client of this agency since 2006. They are in good standing with PCL and with their surety company, SureTec Insurance Company, a treasury-listed surety headquartered incorporated in the State of Texas. SureTec Insurance Company has an A. M. Best rating of A, Excellent.

I would describe Anderson Asphalt & Concrete Paving LLC's line of surety credit as $5,000,000 for single jobs, with an aggregate in the $7,500,000 range. At the time of this letter, I would estimate available capacity is approximately $5,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Anderson Asphalt & Concrete Paving LLC.

We would be pleased to receive a request for bonding from Anderson Asphalt & Concrete Paving LLC should bonding be required on any of your projects.

Any request for bonding must be made by our client, and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and PCL assumes no liability to you or third parties if for any reason we do not execute bonds.

We have found Anderson Asphalt & Concrete Paving LLC to be a company of exception quality and professionalism, with the resources and personnel to complete the projects they undertake.

Sincerely,

PCL Contract Bonding Agency

Felix Navejar, Attorney-in-Fact, SureTec Insurance Company

POA FOR Bondability Letter
Principal: Anderson Asphalt & Concrete Paving LLC

POA #: 4221029

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars ($10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 7th day of July . A.D. 2021 .

SURETEC INSURANCE COMPANY

By: _____
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 7th day of July . A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Notary ID# 12911765-9
My Commission Expires
SEPTEMBER 10, 2024

_____
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of July , 2023 , A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221029
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Bond(s) produced by:
PCL Contract Bonding Agency PO Box 1306, Colleyville, TX 76034 972-459-4749 www.pclbonds.com bondrequest@pclbonds.com

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Disadvantaged Business Enterprise (DBE)
Anderson Asphalt & Concrete Paving, LLC

Anderson Asphalt & Concrete Paving, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238990: CONCRETE PAVING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

This Certification commences November 7, 2022 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: November 7, 2022
CERTIFICATION NO. WFDB41941Y1123

Certification Administrator

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1263497724800**
Approval Date: **March 28, 2023**
Scheduled Expiration Date: **March 31, 2024**

In accordance with the Memorandum of Agreement between the
WOMEN'S BUSINESS COUNCIL - SOUTHWEST (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Anderson Asphalt & Concrete Paving, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **March 28, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into WBCS's program, you must immediately (within 30 days of such changes) notify WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Anderson Asphalt & Concrete Paving, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 31, 2009
Expiration Date: March 31, 2024
WBENC National Certification Number: 2005112514

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Authorized by Bliss Coulter, President & CEO
Women's Business Center

Women's Business Council – Southwest

NAICS: 238990
UNSPSC: 22101600, 30121601

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Anderson Asphalt & Concrete Paving, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Pamela Thompson
NAICS: 238990 UNSPSC: 30121601
Certification Number: WOSB210404
Renewal Date: March 31, 2024
WOSB Regulation Expiration Date: 03/31/2024

WOMEN'S BUSINESS COUNCIL – SOUTHWEST

Bliss Coulter, Women's Business Center President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

ANDERSON ASPHALT & CONCRETE PAVING, LLC

"THE ROAD TO QUALITY PAVING BEGINS HERE“

A TEXAS COMPANY WITH TEXAS VALUES !

CONSTRUCTION SERVICES:

- Asphalt & Concrete Paving
- In-Place Pavement Reclamation (Recycling)
- Pavement Maintenance Programs
- Bituminous Sealcoating
- Striping
- Drainage Improvements
- ADA Improvements

Partnering with Municipal, State, Educational Agencies & others to solve current pavement issues and avoid future ones.

Pam Thompson, President
Anderson Asphalt & Concrete Paving, LLC

AACPaving.com 214-352-3400

The only contractor you'll need for all your asphalt and concrete paving projects!

DISADVANTAGED BUSINESS DBE CERTIFIED ENTERPRISE

HUB Statewide Historically Underutilized Business Program

certified WBENC WOMEN'S BUSINESS ENTERPRISE

Certified SBA WOSB Woman Owned Small Business

Anderson Asphalt & Concrete Paving, LLC

Anderson Paving, a North Texas, full-service pavement, stabilization, and ADA contractor, has maintained a tradition of excellence and integrity for over 60 years across the Dallas-Fort Worth area. In 2008, Pamela Thompson, a long-time employee and construction veteran, took the helm of the newly organized sister company, **Anderson Asphalt and Concrete Pavement, LLC (AACP).** AACP continues to grow its market based on quality, honor, and integrity. Communication, teamwork, and on-site supervision of projects from beginning to end are the keys to our success and your satisfaction.

Our services include:

- Asphalt Paving & Repair
- Concrete Paving & Repair
- Full-Depth Pavement Reclamation/In-Place Recycling
- Soil Stabilization/Treatment (cement, lime, etc.)
- ADA Ramp, Sidewalk, Curb & Associated Hardscape Construction
- Sealcoat Services
- Crack & Joint Sealing
- Striping
- Concrete Channels & Open Drainage

Our customer driven approach provides quality finished outcomes that offer long-term performance at a competitive cost. We do not view project specifications as the goal, but as the minimum threshold. This fosters credible, trusting relationships with each client, providing open communication through each project's successful completion.

We are honored to serve you and look forward to satisfying your pavement and site construction needs.

From new construction to repairs and maintenance of existing surfaces, Anderson Asphalt & Concrete Paving, LLC is the only contractor you'll need for asphalt and concrete paving with a low-price guarantee. Anderson Asphalt & Concrete Paving is a full-service company experienced in paving construction, repair, recycling, and replacement. We also offer related services, including striping, asphalt seal-coating, and property enhancements such as sidewalk repair and ADA-compliant ramps. No wonder so many clients throughout Texas and the surrounding area choose us as their one-source paving contractor. Whether you need one pot hole filled or your entire parking lot reconstructed, Anderson Asphalt & Concrete Paving, LLC should be your first call.

ASPHALT

At Anderson Asphalt & Concrete Paving, LLC we know it's important to choose a company with the expertise to do the job right. Because the quality of a paving project is not easy to monitor during construction, it's important to look for an experienced company with field-proven construction techniques. Our Field Technicians expertly reconstructs the base material on the job site, using our experience to ensure a high-quality, consistent product. One of the most revealing differences between one paving company and another is the composition of their base materials. Over the years we've learned that the proper method of construction for this vital material is part science and part feel, and we use both our knowledge and experience to fine-tune our techniques and application rates for optimal performance.

ASPHALT PAVEMENT RECYCLING

We recycle existing asphalt pavements by pulverizing (crushing) the asphalt to the size of small aggregate and adding cement for strength, which produces an extremely strong and durable foundation for a new asphalt surface. This eliminates the need for import and haul-off, which greatly reduces costs and time to completion.

CONCRETE

A full-service concrete contractor, we specialize in concrete repair, replacement and installations for properties such as multi-family, industrial, office, retail, schools, and municipalities (streets and parking lots), throughout the state of Texas and surrounding areas. We can perform all types and sizes of concrete jobs leaving you free from coordinating several contractors to get the job done. We dedicate ourselves to providing the highest quality construction. Anderson Paving has years of experience in all parking lot related services such as sidewalk repair and installation of ADA Ramps.

GREEN PAVING

Anderson Asphalt & Concrete Paving is leading the way in *GREEN* paving methods and materials. We have been able to improve the asphalt pavement recycling process by utilizing a blend of Portland cement and Blast Furnace Slag cement, which produces a stronger product and removes part of the environmental risks associated with the manufacture of Portland cement. Even now, we are preparing for the advent of Warm Mix Asphalt, which reduces the amount of energy need to produce asphalt and reduces or eliminates the emissions related to asphalt production.

Certified WBENC Women's Business Enterprise

HUB Statewide Historically Underutilized Business Program

1.

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Luke B. Olson City Administrator
Fund Balance-before expenditure:	Prepared by:	Luke B. Olson City Administrator
Estimated Cost:	Date Prepared:	January 31, 2024
Exhibits:		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION AUTHORIZING STAFF TO OBTAIN A SCOPE OF SERVICES AND ESTIMATE OF PROBABLE COSTS FOR ENGINEERING SERVICES PERFORMED BY THE CITY'S ENGINEER, BIRKHOFF, HENDRICKS & CARTER, LLP, RELATED TO THE WATER LINE RELOCATION AND IMPROVEMENTS ON DUBLIN ROAD.

SUMMARY

During the last several CIP meetings there has been discussion about relocating the water line(s) on Dublin Road. This will allow for future roadway improvements as the line(s) in certain areas are undersized and there are multiple lines which can be combined into one and be more efficient in the delivery of water services to the residents. Currently the City of Parker has approximately $1.16 million in federal funds that need to be allocated by the end of 2024 for a project. This project would meet the standards as it is a water infrastructure project.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/01/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/01/2024

Council Agenda Item

Budget Account Code:	Meeting Date:	February 6, 2024
Budgeted Amount:	Department/ Requestor:	Fire Department
Fund Balance-before expenditure:	Prepared by:	Assistant Fire Chief Justin Miller Division Fire Chief Jeff Kendrick
Estimated Cost:	Date Prepared:	January 31, 2024
Exhibits:	1. Engine Comps 2. Email Comps 3. Offer Letter	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION FOR APPROVAL OF THE TRADE-IN SALE OF TWO FIRE ENGINES. (1994 PIERCE PUMPER ENGINE 812 AND 2001 SPARTAN PUMPER ENGINE 811).

SUMMARY

The City of Parker Fire Department would like to request the trade-in sale of two fire engines to Daeco Fire Equipment for the total amount of $50,000. The trade-in transaction includes a 1994 Pierce pumper (Engine 812) and 2001 Spartan pumper (Engine 811). Trade-in / sale would take place at the time of delivery of the new fire engine (Approximately 2026).

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Justin Miller	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/01/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/01/2024

Meeting Date: 02/06/2024 Item 12.

RENÉ BATES AUCTIONEERS, INC.
SINCE 1966

City Of Joshua, Texas

Closes: February 1, 2024 Beginning at 1:00 PM CST

<

>

Back to Lots | Next >>

Lot: FT1

1996 E-One American Eagle Navistar International 4900 Fire Truck; VIN 1HTSDAAR9TH367472; 49,370 Miles showing; 4,378 Hours showing; International DT466 Diesel; 250 HP; Bucket seat; Rubber mats; A/C; PS; Air brakes; Has key; Allison MD3060 Automatic Transmission. Hale QSG-125-21 1250 GMP Top-Mount Pump. 1,000 Gallon Polypropylene Tank. Deck Gun Included. Honda 5KW Gas Generator; Known defects: Throttle cable at pump controls; Running when removed from service 12/1/23; Location 4

Location 4: 770 N. Main St., Joshua, TX 76058. Contact: Jay White at 817-558-4141

Show Disclaimers

Meeting Date: 02/06/2024 Item 12.

Bids	High Bidder	Current Amt	
0			10000.00

Bids	High Bidder
0	

Current Amt	Next Bid Required
	10000.00

Your Bid	Your Max

Refresh

A decimal point (.) is required in all bids. Do NOT use a comma when bidding.

Enter Bidder ID | Enter Password

Submit bids

Review bids

Increments

RENÉ BATES AUCTIONEERS, INC.

SINCE 1966

Hall of Fame | Lifetime Member | Charter Sponsor | Lifetime Member | Presidential Award of Merit

1650 W. Virginia Street, Suite 104 • McKinney, TX 75069 • (972) 548-9636
TX LIC 12100; TX LIC 15025; AL LIC C140;
FL LIC ABAU55; FL LIC AU2085; FL LIC AU4025
Copyright © 1999-2024, René Bates Auctioneers, Inc.
Contact us now!

1 / 18

2002 Pierce Tilt Cab Fire Truck

$1,000.00 USD (1 Bids)

Closes:
6d 11h (Feb 05, 2024 06:00 PM CST)

$25.00 USD
Bid Increment

Sales/Lot Type:
Online Auction — Subject To Seller Confirmation

Location:
Batavia, New York, USA

Subject to an auto-extension of the auction end time.

Sign In to Place Bid

WATCHERS: 27 | VISITORS: 272

PayPal Buy now, pay later. Learn more

We Care About Your Privacy

By clicking "Accept All Cookies" or continuing to use our site, you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. Privacy Policy

Customize Settings

Accept All Cookies

Seller	B
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Pierce
Model	Tilt Cab
Year	2002
VIN/Serial	4P1CT02M02A002288
Miles	4300
Title Restriction	No Title Restriction
Lot#	9065-32
Condition	Used/See Description

2002 Pierce Tilt Cab FIRE TRUCK, 8.3L L6 DIESEL.

This truck has a Detroit Diesel Series 40 engine.

It's got a 1250 GPM pump and a 750 gallon water tank.

Please see attached Vehicle Inspection Form for additional Details

Print Share

Attachments

	File Name
1.	Vehicle Inspection Form Batavia FD.pdf

Seller Information

Seller:	Batavia Fire Department, NY [view seller's other assets]
Asset Contact:	Joshua Graham
Email:	jgraham@batavianewyork.com

We Care About Your Privacy

By clicking "Accept All Cookies" or continuing to use our site, you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. Privacy Policy

Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact above to schedule an inspection.

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.

2. Any invoice $5,000 or above requires payment via wire transfer.

3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that you can participate in simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional insight, please visit the Probation FAQ.

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit Liquidity Services' Tax Exemption Submission Tool.

Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate.

The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. No Assistance will be provided. A daily storage fee of $10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Batavia Fire Department, NY makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the

Show More

Additional Information

First time bidding? Please review our Terms and Conditions.

We Care About Your Privacy

By clicking "Accept All Cookies" or continuing to use our site, you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. Privacy Policy

Turn Your Surplus Inventory Into Cash

Sell On GovDeals !

Get Started Today

Get to Know Us

Careers
About GovDeals
About Liquidity Services
In The News
Blog

Buy From Us

How To Buy
Why Buy

Sell With Us

How To Sell
Become A Seller

Need Help?

Advanced Search
Contact Us
VPAT (PDF)
Financing

Liquidity Services Brands

ALLSURPLUS
Surplus Aggregator

Liquidation.com
Retail Surplus

bid4assets
Property Surplus

machinio
Machinery Surplus

GovDeals
Government Surplus

secondipity
Consumer Surplus

We Care About Your Privacy

By clicking "Accept All Cookies" or continuing to use our site, you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. Privacy Policy

© 2024 GovDeals, Inc. All rights reserved.

We Care About Your Privacy

By clicking "Accept All Cookies" or continuing to use our site, you agree to the storing of cookies on your device to enhance site navigation, analyze site usage, and assist in our marketing efforts. Privacy Policy

1 / 50

2002 Pierce Tilt Cab

$2,825.00 CAD (5 Bids)

Closes:
2d 4h (Feb 01, 2024 10:15 AM CST)

$25.00 CAD
Bid Increment

Sales/Lot Type:
Online Auction

Location:
Ohsweken, Ontario, CAN

Subject to an auto-extension of the auction end time.

Sign In to Place Bid

WATCHERS: 17 | VISITORS: 957

* HST	13%
Buyer's Premium	6%
High Bidder	*****
Seller	Six

Offline Message

Seller's Terms & Conditions

Seller's Other Items

View

Description

Make/Brand	Pierce
Model	Tilt Cab
Year	2002
VIN/Serial	4P1CT02M22A002101
Lot#	12117-16
Condition	Used/See Description
Inventory ID	P4

2002 Pierce Tilt Cab FIRE TRUCK, 8.3L L6 DIESEL.

Assets are sold AS IS WHERE IS. Bidders are invited to bid with the information provided.
The winning bidder will be required to transfer ownership before the vehicle can be removed from property.

Removed from service - January 2022

Condition when removed from service - Started

Last known condition - Starts

Reason for being auctioned - Scheduled for replacement

Maintenance Schedule (while in service) - Monthly - As required

Annual Inspection (while in service) - Yes

Fuel - Diesel

Engine model - Cummins ISC

Engine hours - Unknown

Fire truck up-fitter - Pierce

Transmission - Automatic

Drive-train - Single axle

Brakes - Air

Power options - N/A

Attachments - None

Cracked glass - No

Recent repairs - None

Other details - Mileage & engine hours are unknown

Damage - As shown

Offline Message

Operational issues - UNKNOWN - BUYER BEWARE - SUGGESTED FOR PARTS ONLY - MUST BE TOWED OR FLOATED OFFSITE

Items seen in images or video NOT included - It is possible not everything shown will be included

Exterior - Scratches, dents, dings & rust are present

Exterior - Corporate decals have been or will be removed - Impressions may remain

Pump MFG - N/A

Pump size - N/A

Date of last pump Certification Test - Unknown

Tank size - N/A

Tank type - Unknown

This vehicle will be sold with a Bill of Sale and an ownership only.
If there is no picture of the emissions sticker, it is not available.

The EMS motor vehicle sold under this contract is being sold 'as is' and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the buyer's expense. It may not be possible to register the vehicle to be driven in its current condition. The winning bidder will be required to transfer ownership before the vehicle can be removed from property.

Print Share

Seller Information

Seller:	Six Nations Fire Department, ON [view seller's other assets]
Item Location:	17 Veterans Lane, Box 5000, Ohsweken, Ontario, N0A 1M0, CAN
Account Type:	Government

Inspection

At the seller's discretion, inspection may be permitted. **Inspection is by appointment only.** To request inspection, please click the "Ask a question" hyperlink, if available. If you have additional questions, please visit the FAQs

Payment

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.

2. Any invoice $5,000 or above requires payment via wire transfer.

Offline Message

3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that yo simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional Probation FAQ. The Sales Tax (HST/PST/GST) will NOT be removed from this sale. Buyers wishing to reclaim their Tax from this sale will need to visit Canada Revenue Agency. Neither the seller nor GovDeals can assist in this procedure.

Removal

*****SHIPPING IS NOT AVAILABLE*****

The buyer is responsible for all aspects of pick-up / removal, including but not limited to packing, loading, transportation and exporting. **Note: Shipping is NOT available.**

Removal is by appointment only. All items must be picked-up / removed within 10 (ten) business days from auction closure, unless otherwise stated in the asset description. If any item(s) is not removed within the allotted timeframe, the item(s) may be declared abandoned.

Show More

Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Additional Information

First time bidding? Please review our Terms and Conditions.

For further assistance please review our Frequently Asked Questions.

Turn Your Surplus Inventory Into Cash

Sell On GovDeals !

Get Started Today

© 2024 GovDeals, Inc. All rights reserved.

Liquidity Services Brands

About Us | Buy | Sell | FAQ | Contact Us | View Canada

GovDeals
A Liquidity Services Marketplace

English Sign In | Register

Shop By Category Search Assets Location Search Closing Today New Listings View All

Advanced Search

Home / Transportation / Specialized Vehicles / Fire Trucks / Lot# 4086-6

1 / 16

1996 Spartan Firetruck

$2,225.00 USD (2 Bids)

Closes:
1d 11h (Jan 31, 2024 05:45 PM CST)

Reserve Not Met

$25.00 USD
Bid Increment

Sales/Lot Type:
Online Auction

Location:
La Habra Heights, California, USA

Subject to an auto-extension of the auction end time.

Sign In to Place Bid

WATCHERS: 30 | VISITORS: 249

PayPal Buy now, pay later. Learn more

Taxes To be added at payment

Buyer's Premium

Offline Message

High Bidder	
Seller	La Habra Heights, CA
Seller's Terms & Conditions	View
Seller's Other Items	View

Description

Make/Brand	Spartan
Model	Firetruck
Year	1996
VIN/Serial	4S7AT9D07TC019821
Miles	98671
Title Restriction	No Title Restriction
Lot#	4086-6
Condition	Used/See Description

1996 Spartan Firetruck, 12.0L DIESEL.
Type 1 Pumper. Truck starts and runs. Was started prior to auction. Has leaks in the pump which is a packaging issue. Has rear discharge gauge that does not work. Right side of windows do not work. Springs need to be fixed. Engine is in good condition and has no issue.
Fittings will be removed from the truck. Radio equipment will be removed.

Print Share

Seller Information

Seller:	La Habra Heights, CA [view seller's other assets]
Item Location:	1245 Hacienda Rd, La Habra Heights, California, 90631-8366, USA
Account Type:	Government

Inspection

The bidder is encouraged to inspect and determine the condition of property prior to bidding. Inspections are by appointment only.

Payment

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the My Bids section of your account.

Note:

1. Payment is due within 5 (five) business days of auction closure.

2. Any invoice $5,000 or above requires payment via wire transfer.

3. Depending on your history with GovDeals, you may be limited to the number of auctions/transactions that

Offline Message

simultaneously AND/OR the dollar amount that you can pay via credit card, debit card or PayPal. For additional Probation FAQ.

SALES TAX

When applicable, sales tax is calculated based upon the auction's advertised location.

If you are seeking sales tax exemption, you must complete Liquidity Services' tax exemption form(s). We recommend doing this prior to the auction's closure or before making payment. To do so, please visit Liquidity Services' Tax Exemption Submission Tool.

Removal

WE DO NOT SHIP ITEMS AND IT IS UP TO THE WINNING BIDDER TO COLLECT ALL ITEMS. ONCE THE ITEM HAS BEEN REMOVED FROM THE SELLERS LOCATION; ALL SALES ARE FINAL. All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate

Special Instructions

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED. Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential. Description Warranty: Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and a refund will be issued. The liability of the seller shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

Diesel Trucks & Buses:

Show More

Additional Information

First time bidding? Please review our Terms and Conditions.

For further assistance please review our Frequently Asked Questions.

Turn Your Surplus Inventory into Cash

Sell On GovDeals !

Get Started Today

Offline Message

Get to Know Us

Careers
About GovDeals
About Liquidity Services
In The News
Blog

Buy From Us

How To Buy
Why Buy

Sell With Us

How To Sell
Become A Seller

Need Help?

Advanced Search
Contact Us
VPAT (PDF)
Financing

Liquidity Services Brands

ALLSURPLUS
Surplus Aggregator

Liquidation.com
Retail Surplus

bid4assets
Property Surplus

machinio
Machinery Surplus

GovDeals
Government Surplus

secondipity
Consumer Surplus

Subscribe

Manage Preferences

Follow Us

© 2024 GovDeals, Inc. All rights reserved.

From: Justin Miller
To: Patti Grey
Subject: Fw: Trade in Update
Date: Wednesday, January 31, 2024 3:24:48 PM
Attachments: image001.png
Outlook-odqc5tcd.png
Outlook-m20s4nvx.png

Could you please add in this email from Scott Beckwith as well that shows the numbers for the engines. There should be three documents total for this presentation. Let me know if there is anything you need from me.

Justin Miller
Assistant Fire Chief

Phone: 972-890-2540

5700 East Parker Rd

Parker, TX 75002

From: Scott Beckwith <sbeckwith@siddons-martin.com>
Sent: Monday, February 8, 2021 5:15 PM
To: Justin Miller <JMiller@parkertexas.us>
Subject: Trade in Update

Justin,

I hope you are well.

For the trades on the brush truck we can give you $36,500. I did contact a local fire department and told them you all could maybe sell it to them for $65-75k. They are interested.

The Smeal Engine we can give you $20,500 for trade.

The Pierce Engine we can give you $7500

If you all decide to go this route and buy a reserve, I would recommend you listing it through our site and try and sell them outright. We do take a fee but you may receive more. Let me know if you want more details for this.

Thanks,

Scott Beckwith | North Texas Account Executive
281.442.6806 p | 214.274.6666 m
Siddons-Martin Emergency Group | 1362 E Richey Rd | Houston, TX 77073
www.Siddons-Martin.com | www.SkeeterBrushTrucks.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Daco Fire Equipment

Parker Fire Department

5700 E. Parker Rd

Parker Tx 75002

Chief Miller,

The Daco Fire Equipment is offering the total amount of $50,000.00 dollars for the following two units as a trade in allowance with the Rosenbauer apparatus purchase from Daco Fire Equipment:

1994 Pierce Pumper

2001 Spartan Pumper

Ken Southard

Apparatus Sales Manager

01/31/2024

Signature _____

Name _____

Title _____

Date Signed _____

PO Box 5006
Lubbock, TX 79408
Ph: 806.763.0808
FX: 806.763.9151

www.dacofire.com

6000 Huddleston St.
Ft. Worth, TX 76137
Ph: 817-281-4172
FX: 806.763.9151

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	February 1, 2024

Exhibits:

1. **Ordinance No. 335, passed and approved February 12, 1991**

   City of Parker TX Code of Ordinances - Chapter 32 Records Management

2. **Texas State Library and Archives Commission Schedules**

   Schedule EL - Effective 2020-09-01- (Election)

   Schedule GR Revised 5th - Effective 2016-04-17 (General Local)

   Schedule LC - Effective 2019-03-25 (Justice/Municipal Court)

   Schedule PS - Effective 2019-03-25 (Public Safety)

   Schedule PW - Effective 2011-04-03 (Public Works)

   Schedule UT - Effective 2011-04-03 (Utility Services)

AGENDA SUBJECT

DISCUSSION OF RECORDS MANAGEMENT PROGRAM

SUMMARY

On February 12, 1991, Parker City Council passed and approved Ordinance No. 335, establishing the City's Records Management program, which was incorporated into the City's Code of Ordinances as Chapter 32 and linked above. The City follows but has not officially adopted the Texas State Library and Archives Commission Schedules.

Staff has identified that we need to

- Adopt schedules;
- Identify our custodians; and
- Report on the implementation of the records management program annually.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

ORDINANCE 335

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A RECORDS MANAGEMENT PROGRAM FOR THE CITY; PROVIDING FOR A PURPOSE OF RECORDS MANAGEMENT PROGRAM; AUTHORIZING THE CITY SECRETARY TO ESTABLISH AND ADMINISTER THE RECORDS MANAGEMENT PROGRAM FOR THE CITY; PROVIDING DEFINITIONS FOR RECORDS MANAGEMENT PROGRAM; PROVIDING RECORDS MANAGEMENT DUTIES FOR THE RECORDS MANAGEMENT OFFICER, CUSTODIANS, CITY COUNCIL AND MUNICIPAL RECORDS, AND THE RESPONSIBILITIES OF OFFICERS AND EMPLOYEES WITH RESPECT THERETO; PROVIDING FOR THE DESTRUCTION, OR OTHER DISPOSITION OF ORIGINAL MUNICIPAL PUBLIC RECORDS AND ALL OTHER MUNICIPAL RECORDS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEAL AND SEVERABILITY CLAUSES, AND DECLARING AN EFFECTIVE DATE.

WHEREAS, State Law through the Texas Local Government Records Act, enacted by the State Legislature in 1989 under the Title H.B. 1285, as amended from time to time, hereafter referred to as the "Act", provides that each governing body in local government shall designate a Records Management Officer on or before June 1, 1990; and,

WHEREAS, the Act requires the governing body of each local government to adopt an ordinance, order or plan as appropriate, establishing a records management program on or before January 1, 1991; and,

WHEREAS, the City of Parker in conformity with said Act desires to establish, promote and support an active and continuing program for the efficient and economical management of all City of Parker records and cause policies and procedures to be developed for the administration of the program under the direction of the Records Management Officer.

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

SECTION 1. ADOPTION.

That the governing body of the City of Parker, Texas, does hereby establish and adopt a management program for the orderly and efficient retention, retrieval and destruction of the records of the City of Parker, Texas as follows:

DEFINITIONS:

Local Government Record: Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the State, created or received by local city government offices or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business are hereby declared to be records of the City of Parker and shall be created, maintained and disposed of in accordance with the provisions of this Ordinance and the provisions of the Act. The term does not include:

A. Extra identical copies of documents created only for convenience of reference or research by officers or employees of the City of Parker.

B. Notes, journals, diaries, and similar documents created by an officer or employee of the City of Parker for the employee's personal convenience.

C. Blank forms.

D. Stocks of publications.

E. Library and museum materials acquired solely for the purposes of reference or display.

F. Copies of documents in any media furnished to members of the public to which they are entitled under Article 6252-17(a). Vernon's Texas Civil Statutes or other State Law.

Commission: The Texas State Library & Archives Commission.

Custodian: The appointed or elected public officer who by the State Constitution, State Law, Ordinance or administrative policy is in charge of the office that creates or receives local government records. For the purpose of this Ordinance, a custodian is a Department Head, under the administration of the City Council, who is responsible for all records in his/her department.

Director and Librarian: The executive and administrative officer of the Texas State Library & Archives Commission.

Essential Records: Any local government record necessary to the resumption or continuation of government operations in an emergency or disaster, to the re-creation of legal and financial status of the City, or to the protection and fulfillment of obligations to the people of the State.

Governing Body: The City Council of the City of Parker, Texas.

Office: Any office, department, division, program, commission, bureau, board, committee, or similar entity of the City of Parker, Texas.

Record: A record of the City of Parker, Texas.

Records Management: The application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purpose of reducing the costs and improving the efficiency of record keeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of electronic and other record storage systems.

Records Control Schedule: A document prepared by or under the authority of a Records Management Officer listing the records maintained by the City of Parker, their retention periods, and other records disposition information that the records management program in Parker or State Law may require.

Records Retention Schedule: A document issued by the Commission establishing mandatory retention periods for local government records.

Retention Period: The minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record before it is eligible for destruction.

SECTION 2. CITY RECORDS DECLARED PUBLIC PROPERTY.

All City records as defined in Section 1 of this Ordinance are hereby declared to be the property of the City of Parker. No City official or employee has, by virtue of his/her position, any personal or property right to such records even though he/she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY.

It is hereby declared to be the policy of the City of Parker to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all City records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Act and accepted records management practice.

SECTION 4. DESIGNATION OF RECORDS MANAGEMENT OFFICER.

The City Secretary, and the successive holders of said office, shall serve as Records Management Officer for the City of Parker. As provided by state law, each successive holder of the office shall file his/her name with the director and librarian of the Texas State Library within thirty days (30) of the initial designation or of taking up the office as applicable.

SECTION 5. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN.

A. The Records Management Officer will implement, but is not limited to, a program to encompass such areas of records management as are required to preserve and keep in order all books, papers, documents, records and files of the City Council and of the executive departments to achieve the following goals:

1. Release space and reduce the need for storage and filing equipment;

2. Establish an efficient retrieval operation for both active and inactive municipal records;

3. Provide for routine disposition of paperwork;

4. Maintain total security over municipal records;

5. Communicate the need of an effective Records Management Program;

6. Secure a central records storage facility which can be operated and maintained by records management staff.

B. Once approved by the City Council, the records management plan shall be binding on all offices, departments, divisions, programs, commissions,

bureaus, boards, committees, or similar entities of the City of Parker and the records shall be created, maintained, stored, or disposed of in accordance with the plan.

C. State law relating to the duties, other responsibilities, or record keeping requirements of a custodian do not exempt the custodian or the records in the custodian's care from the application of this ordinance and the records management plan adopted under it and may not be used by the custodian as a basis for refusal to participate in the records management program of the City of Parker.

SECTION 6. PURPOSE OF RECORDS MANAGEMENT PROGRAM.

That this Ordinance shall be known and may be cited as the "Records Management Program of the City of Parker, Texas" providing for the proper and efficient management of the municipal records of the City of Parker, Texas.

Since the citizens of the City of Parker have a right to expect efficient and cost-effective government and recognizing the importance of local government records in the lives of all citizens, the efficient management of City records is necessary to the effective and economic operation of the City, the preservation of records of permanent value is necessary to provide the people of the State with resources concerning their history and to document their rights of citizenship and property, and the establishment of uniform standards and procedures for the maintenance, preservation or other disposition of City records is necessary to fulfill the high public purpose.

SECTION 7. DUTIES OF RECORDS MANAGEMENT OFFICER.

In addition to other duties assigned in this Ordinance, the Records Management Officer shall:

A. Administer the records management program and provide assistance to custodians in its implementation;

B. Plan, formulate, and prescribe records, disposition policies, systems, standards, and procedures;

C. In cooperation with custodians identify essential records and establish a disaster plan for each City office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

D. Develop procedures to ensure the permanent preservation of the historically valuable records of the City of Parker;

E. Establish standards for filing and storage equipment and for record keeping supplies;

F. Establish a uniform filing system and a forms design and control system for the City of Parker;

G. Provide records management advice and assistance to all City of Parker departments by preparation of a manual or manuals of procedure and policy and by on-site consultation;

H. Monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records management program and the City of Parker's records control schedules are in compliance with state regulations;

I. Disseminate to the City of Parker and custodians information concerning state laws and administrative rules relating to local government records;

J. Ensure that the maintenance, preservation, destruction or other disposition of the City of Parker is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

K. Maintain records on the volume of records destroyed under approved records control schedules, the volume of records stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

L. Report annually to the City Council on the implementation of the records management program;

M. Bring to the attention of the City Council non-compliance by custodians or other personnel with the policies and procedures of the records management program or the Act;

N. Prepare and file with the director and librarian before January 2, 1995, the records control schedules and the lists of obsolete records required by the Act.

SECTION 8. DUTIES AND RESPONSIBILITIES OF CUSTODIANS.

In addition to other duties assigned in this Ordinance, custodians shall:

A. Cooperate with the Records Management Officer in carrying out the policies and procedures established in the City of Parker for the efficient and economical management of records and in carrying out the requirements of this Ordinance;

B. Adequately document the transaction of government business and the services, programs, and duties for which the custodian and his/her staff are responsible;

C. Maintain the records in his/her care and carry out their preservation, destruction or other disposition only in accordance with the policies and procedures of the records management program of the City of Parker and the requirements of this Ordinance.

SECTION 9. DUTIES AND RESPONSIBILITIES OF CITY COUNCIL.

The City Council shall:

A. Establish, promote and support an active and continuing program for the efficient and economical management of all City of Parker records;

B. Cause policies and procedures to be developed for the administration of the program under the direction of the Records Management Officer;

C. Facilitate the creation and maintenance of City records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the City and designed to furnish the information necessary to protect the legal and financial rights of the City, State and persons affected by the activities of City government;

D. Facilitate the identification and preservation of City records that are of permanent value;

E. Facilitate the identification and protection of essential City records;

F. Cooperate with the Commission in its conduct of State-wide records management surveys;

G. Review of a records control schedule or amended schedule by the officers of the City as it considers necessary.

SECTION 10. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE.

A. The Records Management Officer, in cooperation with custodians, shall prepare records control schedules listing all records created or received by the custodians and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of the City of Parker records as the records management plan may require.

B. Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the record keeping procedures and needs of the department and the records management program of the City of Parker.

C Before its adoption a records control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

SECTION 11. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES: DESTRUCTION OF RECORDS UNDER SCHEDULE.

A. A records control schedule for a department that has been approved and adopted shall be implemented according to the policies and procedures of the records management plan.

B. A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending lawsuit, or the custodian requests in writing to the Records Management Officer that the record be retained for an additional period.

C. Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer.

SECTION 12. DESTRUCTION OF UNSCHEDULED RECORDS.

A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.

SECTION 13. ELECTRONIC STORAGE OF RECORDS.

For the purpose of this section, "electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.

For the purpose of this section, "source document" means the local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

A. Any City record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of the Act and rules adopted under it.

B. The City will be subject to rules established by the Commission for standards and procedures for electronic storage and will be subject to the provisions of Chapter 205 of the Act.

SECTION 14. ESTABLISHMENT OF RECORDS MANAGEMENT PROGRAM.

Upon the adoption of this Ordinance, the City Secretary is directed to file with the director and librarian within thirty (30) days the name and office of the Records Management Officer of the City and a copy of this Ordinance which establishes the Records Management Program of the City of Parker, Texas.

SECTION 15. PENALTY.

Any individual, association or corporation violating any portion or provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction therefor, shall be punished by the assessment of a fine not exceeding $500.00 and a separate offense shall be deemed committed upon each day during on or which a violation occurs or continues.

SECTION 16. CONFLICTS.

All Ordinances or parts of Ordinances in direct conflict herewith are repealed to the extent of conflict only.

SECTION 17. SEVERABILITY.

Should any section, subsection, sentence, provision, clause or phrase hereof be held to be invalid, void or unconstitutional, for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purpose.

SECTION 18. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force upon its adoption and publication of the caption in a newspaper of general circulation.

PASSED, APPROVED AND ADOPTED this 12 day of FEB, 1991.

Jack Allcorn
Mayor

ATTEST:

Kelly McMenamy
City Secretary

APPROVED AS TO FORM:

City Attorney

LOCAL SCHEDULE EL

(Fourth Edition)

RETENTION SCHEDULE FOR RECORDS OF ELECTIONS AND VOTER REGISTRATION

This schedule establishes mandatory minimum retention periods for records that are associated with the conduct of elections, political candidacy, and the registration of voters. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the expiration of the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media application may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this edition of Local Schedule EL indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

Abbreviations Used in This Schedule

AV - As long as administratively valuable
CFR - Code of Federal Regulations
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded

Table of Contents

Retention Notes ---------- Page 5

Part 1: Election Records ---------- Page 5

Part 2: Records of Candidacy and Campaign Finance ---------- Page 15

Part 3: Voter Registration Records ---------- Page 16

RECORDS OF ELECTIONS AND VOTER REGISTRATION

RETENTION NOTES: (a) DESTRUCTION OF RECORDS. After expiration of the prescribed period for preserving voted ballots, election returns, other election records, or other records that are preserved under the Election Code, the records may be destroyed or otherwise disposed of unless, at the expiration of the preservation period, an election contest or a criminal investigation or proceeding in connection with an election to which the records pertain is pending. In that case, the records shall be preserved until the contest, investigation, or proceeding is completed and the judgment, if any, becomes final. [By law, Election Code, Section 1.013.]

(b) AUTHORITY OF THIS SCHEDULE - This schedule applies to and is binding upon county clerks, county tax assessor-collectors, county election administrators, election clerks in other local governments, and all other officials or employees of a local government who have custody of or maintain records of elections or voter registration. Many of the retention periods established in the Texas Election Code also apply to county executive committees of political parties who conduct their own primaries. These committees are not bound, however, by the destruction notice and records scheduling requirements of the Local Government Records Act.

PART 1: ELECTION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-01	**EARLY, ABSENTEE AND RESTRICTED BALLOT VOTING RECORDS** [see also item number EL3100-10(b)]			

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-01a	**EARLY, ABSENTEE, AND RESTRICTED BALLOT VOTING RECORDS**	All of the following: absentee ballot requests and applications (**except** federal post card applications), cancellation of absentee ballot requests, notices of denial of cancellation requests, branch voting schedules and daily registers, lists of corrected ballots sent, untimely and rejected ballots, jacket envelopes (unless for use in subsequent election), carrier envelopes, early voting and absentee rosters, early voting and absentee election returns, voted early voting and absentee ballots, statements of challenge to early and absentee voters, notices of non-acceptance of early voting and absentee ballots, orders for the appointment of signature verification committees, late absentee ballot applications, disabled voter applications and affidavits, applications to vote restricted ballot, restricted ballot rosters, and presidential mail ballot applications.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law -Election Code, Sections 84.010, 84.037(a), 85.072(d), 86.009(d), 86.011(c), 87.043(c), 87.044(b), 87.121(e), 87.123(2), and 87.124.
EL3100-01b	**EARLY, ABSENTEE, AND RESTRICTED BALLOT VOTING RECORDS**	Precinct early voting list (listing voters in each precinct who have voted early or who have been mailed absentee ballots).	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 66.058(a). **Retention Note:** It is an exception to the retention period given for this record that one copy of each precinct early voting list prepared for **a general election** must be retained by the early voting clerk for 2 years after election day. By law - Election Code, Section 87.122(d).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-01c	**EARLY, ABSENTEE, AND RESTRICTED BALLOT VOTING RECORDS**	Federal post card applications requesting absentee ballot.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 66.058(a). **Retention Notes**: a) An application requesting a ballot for more than one election shall be preserved for the period for preserving the precinct election records for the last election for which the application is effective. By law – Election Code, Section 101.054(d). b) If the federal postcard application is used as a voter registration document follow the retention period for EL3150-03(a).
EL3100-02	**ELECTION CONTRACTS**	Contracts, leases, or agreements for election services or the use of voting machines, including written approvals from the Secretary of State, if such approval is required.	4 years after the expiration or termination of the instrument according to its terms.	**Retention Note:** In counties, the retention period applies only to the copy of the contract maintained by the county elections officer. Copies of the contract filed with and maintained by the county treasurer, county auditor, or the county judge need only be retained as long as administratively valuable.
EL3100-03	**ELECTION MINUTES, NOTICES, AND ORDERS**			
EL3100-03a	**ELECTION MINUTES, NOTICES, AND ORDERS**	Minutes of governing body concerning elections.	PERMANENT.	
EL3100-03b	**ELECTION MINUTES, NOTICES, AND ORDERS**	Posted or published notices of election, including records (e.g., affidavits of publication, record of posting locations, or lists of voters to whom notices are mailed) which document the time, place, and manner of notice.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 4.005(d).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-03c	**ELECTION MINUTES, NOTICES, AND ORDERS**	Election orders and proclamations. (1) Ordering an election.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 3.008(a).
		(2) Relating to multiple elections or election procedures (e.g., order adopting a voting system; order appointing a county elections administrator).	AV if recorded in the minutes of the governing body; PERMANENT if not recorded.	**Retention Note:** Election Code Section 3.008(b) requires that the date and nature of an election ordered by a political subdivision be entered in the minutes of its governing body.
EL3100-04	**ELECTION OFFICER RECORDS**			**Retention Note:** Records in this group include any records of the types listed relating to early voting. For certificates of appointment of watchers see item number EL3100-10(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-04a	**ELECTION OFFICER RECORDS**	Orders of appointment of election judges, including memoranda of emergency appointments, if applicable. (1) Single election appointments. (2) Term appointments.	 Follow retention periods for Precinct Election Records [EL3100-10a]. Retain until end of term for which the appointment is made or follow the retention periods for Precinct Election Records [EL3100-10a] in the last election in which the appointee serves under the order, whichever later.	 By law - Election Code, Sections 32.007(c) and 32.008(c). By law - Election Code, Section 32.008(c).
EL3100-04b	**ELECTION OFFICER RECORDS**	Lists of recommended election judges or other officers.	AV after appointments made.	
EL3100-04c	**ELECTION OFFICER RECORDS**	Statements of compensation due election officers. (1) Originals. (2) Copies.	 FE + 3 years. Follow retention periods for Precinct Election Records [EL3100-10a].	 By law -Election Code, Section 32.094(e).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-05	**ELECTION PETITIONS**		2 years after election day if petition results in an election or 2 years after date of filing if no election results.	**Retention Notes:** a) This record group includes petitions for the formation of governments, local option elections (including applications), and such other issues permitted by law. It does not include petitions for a place on the ballot; see item number EL3125-02(a). b) Some election petitions presented to commissioners' courts are required by law to be recorded by county clerks. The retention period applies only to filed copies of petitions. The retention period for recorded copies is that assigned in the Local Schedule CC (Records of County Clerks) to the record in which the petition is recorded.
EL3100-06	**ELECTION RETURN RECORDS**			See item number EL3100-10 for precinct level election returns.
EL3100-06a	**ELECTION RETURN RECORDS**	County election returns (copies of reports submitted by county clerks or county election administrators to the Secretary of State).	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Sections 67.007(e) and 67.008(d).
EL3100-06b	**ELECTION RETURN RECORDS**	Election return record or register maintained by local canvassing authorities.	PERMANENT.	By law - Election Code, Section 67.006(e). **Retention Note:** If the tabulation of election returns by a canvassing authority is done in a separate document rather than being entered directly into the election record or register, the separate tabulation must be retained for 22 months after election day in accordance with Election Code, Section 67.004(e).
EL3100-07	**FRAUD IN CONSTITUTIONAL AMENDMENT ELECTIONS, REPORTS OF**	Reports filed with county clerks of alleged fraud, misconduct, or irregularity in constitutional amendment elections.	PERMANENT.	Obsolete record.
EL3100-08	**PRECINCT BOUNDARY RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-08a	**PRECINCT BOUNDARY RECORDS**	Notices of changes to precinct boundaries, including those filed with and maintained by voter registrars.	Effective date of change + 1 year.	By law - Election Code, Section 42.036(g), for those maintained by issuing authority in counties with a population of one million or more; by authority of this schedule for those in all other counties and for those maintained by voter registrars.
EL3100-08b	**PRECINCT BOUNDARY RECORDS**	Maps of precinct boundary changes.	One copy of each PERMANENT.	
EL3100-09	**PRECINCT CONVENTION RECORDS**	Records of the proceedings, lists of persons in attendance at precinct conventions, and lists of delegates chosen to represent the precinct at county or senatorial district conventions.	AV.	Obsolete record maintained by county clerks.
EL3100-10	**PRECINCT ELECTION RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***EL3100-10a**	**PRECINCT ELECTION RECORDS**	All of the following: signature rosters; combination forms; provisional ballot lists; provisional ballot affidavit envelopes; summaries of provisional ballots cast; certificates of appointment of watchers; precinct returns; ballot registers/tally lists; voted, spoiled, defective, unused, undistributed, and specimen ballots; record of incorrect ballots destroyed; redistributed ballot receipts; ballot distribution record; unofficial tabulation of ballot results; official tabulation of precinct results; voting machine inspection and testing records; notice of voting machine inspections; voting machine opening and closing certificates; paper ballot write-in affidavits; voting machine printouts; ballot box seal record; ballot box certificates and seals; ballot box receipts; certificate of successful and records of unsuccessful tests of automatic tabulating equipment; testing ballots, and requests for and retractions of, if applicable, extension of security period on voting machines. This series includes any records of the types listed relating to early voting.	Election day + 22 months.	In addition to the general retention period set for precinct election records in Election Code, Section 66.058 (see retention note on page 5), the following provisions affirm the same retention period: Election Code, Sections 51.007(b), 51.008(d), 52.0064(d), 52.007(c), 66.056(d), 67.004(f), 125.064, 127.064(c), 127.068(a, d), 127.099(b), and 146.031(e). **Retention Note:** If new ballots are prepared to correct mistakes, the incorrect ballots **must** be destroyed in accordance with the provisions of Election Code, Section 52.0064.

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-10b	**PRECINCT ELECTION RECORDS**	Voter registration lists (original, revised original, and supplemental) and registration corrections lists, including those used in early voting. (1) Arising from elections held prior to March 1, 1986. (2) Arising from elections held on March 1, 1986 or later.	AV. Return to voter registrar.	See Part 3 of this schedule. **Retention Note:** Lists of registered voters used in primary elections prior to September 1, 1987 and maintained by the general custodian of election records may be destroyed at option. Such lists used in primary elections after September 1, 1987 are returned to the voter registrar. See item number EL3150-06(d).
EL3100-10c	**PRECINCT ELECTION RECORDS**	Poll lists.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 66.058 (a, g). **Retention Note:** It is an exception to the retention period given for this record that one copy of each poll list used in a **primary election** must be retained by the general custodian of election records for 22 months. By law - Election Code, Section 172.114.
EL3100-10d	**PRECINCT ELECTION RECORDS**	Mechanical machine ballot labels.	AV.	Obsolete record.
EL3100-10e	**PRECINCT ELECTION RECORDS**	Lists of certified write-in candidates.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 146.031(e).
EL3100-10f	**PRECINCT ELECTION RECORDS**	Election stub box certificates maintained by district clerks.	AV.	Obsolete record.
EL3100-11	**RECOUNT RECORDS**			
EL3100-11a	**RECOUNT RECORDS**	Recount reports (of both recount committees and recount supervisors, including associated tally lists).	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Sections 213.012(c) and 213.055(c).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3100-11b	**RECOUNT RECORDS**	Records relating to the request for and conduct of a recount, including all of the following: initial, expedited, and supplementary recount petitions, with associated amendments, affidavits, and certifications; applications for inclusion of remaining paper ballot precincts; recount notices and other notices involved in the conduct of recounts; requests for specific counting method; records of recount costs; and file copies of statements of cost.		
		(1) Records of the type described maintained by a person serving **only** as recount coordinator or by a person serving as **both** recount coordinator and recount supervisor.	Follow retention periods for Precinct Election Records [EL3100-10a], or 60 days after recount canvass completed, or 30 days after assessed recount costs settled, or 30 days after outstanding costs referred for collection, whichever longer.	By law - Election Code, Section 211.007(b-c).
		(2) Records of the type described maintained by a person serving as recount supervisor **only**.	Follow retention periods for Precinct Election Records [EL3100-10a], or 60 days after recount costs for payment of claimants certified, or 6 months after cost statement is delivered to recount coordinator if assessed against a person, whichever longer.	By law - Election Code, Section 211.007(d).

PART 2: RECORDS OF CANDIDACY AND CAMPAIGN FINANCE

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3125-01	**CAMPAIGN FINANCE REPORTS AND FILINGS**			
EL3125-01a	**CAMPAIGN FINANCE REPORTS AND FILINGS**	Campaign contribution and expenditure statements (including annual reports of unexpended contributions).	Date of filing + 2 years.	By law - Election Code, Section 254.040.
EL3125-01b	**CAMPAIGN FINANCE REPORTS AND FILINGS**	Designations of campaign treasurers, including notices of termination.	2 years after appointment terminated.	By law - Election Code, Section 252.014. **Retention Note:** See Election Code, Section 252.0131, for a procedure that clerks may use to terminate the campaign treasurer appointment of an inactive candidate or political committee.
EL3125-02	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**			
EL3125-02a	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**	Applications and any accompanying petitions for place on ballot, including any rejection notices and withdrawal of petition signature requests.	Election day + 2 years.	By law - Election Code, Section 141.036.
EL3125-02b	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**	Certifications of candidates (including certifications of replacement nominees by party executive committees). (1) Copy maintained by authority to whom application for a place on ballot is made. (2) Copy maintained by authority responsible for preparation of official ballot.	AV after election day. Election day + 2 years.	
EL3125-02c	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**	Declarations of intent to run as an independent candidate.	Day after general election day.	By law - Election Code, Section 142.003.
EL3125-02d	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**	Declarations of write-in candidacy.	Election day + 2 years.	By law - Election Code, Section 146.028.

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3125-02e	**CANDIDACY APPLICATIONS AND CERTIFICATIONS**	Withdrawal of candidacy requests.	Election day + 2 years.	
EL3125-03	**PARTY CERTIFICATIONS AND NOTICES**			
EL3125-03a	**PARTY CERTIFICATIONS AND NOTICES**	Lists and certifications of party candidates in primary elections.	Day after the general primary election day.	
***EL3125-03b**	**PARTY CERTIFICATIONS AND NOTICES**	Notices or lists of persons elected as party officers.	US.	
***EL3125-04**	**FINANCIAL DISCLOSURE STATEMENTS OF LOCAL GOVERNMENT OFFICERS AND CANDIDATES**	Financial statements of local government officers or candidates of local government offices required to be filed with the county or city clerk, as applicable. a. For elected officials. b. For non-elected candidates.	 Date of termination as officer + 2 years. Date of termination of campaign treasurer appointment + 2 years.	By law – Local Government Code, Section 145.007(c); 159.007(c).

PART 3: VOTER REGISTRATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-01	**CHALLENGE TO REGISTRATION RECORDS**	Records relating to challenges by the voter registrar or another registered voter to the registration of an applicant or a voter and similar records relating to the challenge by a voter resulting in rejection of an application or cancellation of registration by the voter registrar.		

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-01a	**CHALLENGE TO REGISTRATION RECORDS**	Notices of challenge, requests for and notices of hearing, affidavits of argument or evidence, statements of challenge (if challenge is by another registered voter), and copies of petitions for review in cases appealed to a district court.	2 years from, as applicable: 1) Date of notice of challenge or cancellation, if no hearing sought by voter. 2) Date of written determination of challenge. 3) Date of judgment of district court if adverse determination appealed.	
EL3150-01b	**CHALLENGE TO REGISTRATION RECORDS**	Written determinations of challenge.	Date of rejection of application or cancellation of registration + 2 years.	By law – Election Code, Section 13.102(d); 15.142(c).
EL3150-02	**VOLUNTEER DEPUTY REGISTRAR RECORDS**			
EL3150-02a	**VOLUNTEER DEPUTY REGISTRAR RECORDS**	Certificates of appointment.	Termination of appointment + 2 years.	By law - Election Code, Section 13.035(d)
EL3150-02b	**VOLUNTEER DEPUTY REGISTRAR RECORDS**	Applications for appointment.	AV.	
EL3150-02c	**VOLUNTEER DEPUTY REGISTRAR RECORDS**	Written notices of termination.	AV.	
EL3150-03	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**			

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-03a	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Voter registration applications and the following records that the Election Code requires be maintained in association with application files: authorizations to vote by affidavit; requests for replacement certificates; notices of change in registration information (including hand-corrected registration certificates submitted by voters); returned renewal certificates; abstracts of death, probate, mental incompetency, felony conviction, and disqualification in an election contest; requests for exemption from showing photo ID due to a permanent disability; lists of person disqualified from jury service because of lack of citizenship; and written notices to voter of investigation of registration status, written responses from voters, proofs of citizenship provided by voters, and memoranda of oral responses.	Date of rejection or cancellation of registration + 2 years.	By law - Election Code, Section 13.102(d).
EL3150-03b	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Notices of change of residence of voters from other voter registrars.	Date of cancellation of registration + 2 years.	
EL3150-03c	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Notices of applications for limited ballot from early voting clerks in other counties.	Date of cancellation of registration + 2 years.	
EL3150-03d	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Notices of voter registration cancellation and reinstatement.	AV.	
EL3150-03e	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Sworn statements of death submitted under Election Code, Section 16.031(b) (3).	Date of cancellation of registration + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-03f	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Periodic reports from the Secretary of State on deceased persons in a county.	AV.	Obsolete Record.
***EL3150-03g**	**VOTER REGISTRATION APPLICATIONS AND ASSOCIATED DOCUMENTATION**	Supporting documentation for personal information confidentiality under Election Code, Section 13.004.	Date of rejection or cancellation of registration + 2 years.	By law – Election Code, Section 13.004(e).

EL3150-04	**VOTER REGISTRATION CERTIFICATES**			**Retention Notes:** a) Beginning in 1967 with the repeal of poll taxes, voter registration procedures in Texas were subject to frequent change. It was not until 1975 that the current system began to emerge in the Election Code. Consequently, for the purposes of records retention only, the term "date of cancellation" in this record group means, as applicable: 1) from the date registration is cancelled for any of the reasons cited in Chapter 16, Election Code; 2) from the date an initial registration certificate or its former equivalent expired under prior law (note that the issuance of a renewal certificate under current law **does not** constitute expiration of the initial certificate); or 3) from the date the information on an initial registration certificate or its former equivalent was transcribed into a new format as may have been required or permitted by new statutory requirements (note that the issuance of a renewal certificate under current law in a different format from the initial certificate **does not** constitute a transcription). b) Election Code, Section 15.143 provides: "The registrar may maintain the active or inactive certificate file as information stored in a form suitable for use with electronic data processing equipment. After the appropriate information is stored, the registrar may destroy or otherwise dispose of a duplicate certificate."
EL3150-04a	**VOTER REGISTRATION CERTIFICATES**	Duplicate initial registration certificates.	Date of cancellation of registration + 2 years.	By law - Election Code, Section 15.142(c).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-04b	**VOTER REGISTRATION CERTIFICATES**	Corrected registration certificates issued by voter registrar.	Date of cancellation of registration + 2 years.	**Retention Note:** A duplicate original registration certificate replaced by a corrected certificate need be retained only as long as administratively valuable after issuance of the corrected certificate.
EL3150-04c	**VOTER REGISTRATION CERTIFICATES**	Undelivered/returned renewal certificates.	Date of cancellation of registration + 2 years.	
EL3150-04d	**VOTER REGISTRATION CERTIFICATES**	Original registration record sheets or cards.	AV.	Obsolete record required of voter registrars from 1971 to 1975.
EL3150-05	**VOTER REGISTRATION CONTRACTS**	Contracts, leases, or agreements for voter registration services, including written approvals from the Secretary of State, if such approval is required.	4 years after the expiration or termination of the instrument according to its terms.	
EL3150-06	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**			**Retention Note:** It is an exception to the retention periods given for (a) and (c) in this record group that any list of registered or qualified voters dated 1967 or earlier must be retained PERMANENTLY for historical reasons. This exception applies to any such lists in the custody of a tax assessor-collector, county clerk, or any other county official.
EL3150-06a	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**	Master voter registration list of all registered voters in a county.	US.	
EL3150-06b	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**	Change lists, or similar documentation providing an audit trail, used to correct or update master voter registration list.	2 years.	
EL3150-06c	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**	One copy of each original, supplemental, corrected, or revised original list of registered voters provided to election authorities for use in countywide elections. (1) Lists for use in presidential elections. (2) Lists for use in non-presidential elections.	 Election day + 4 years. Election day + 2 years.	 By law - Election Code, Section 18.011(b). By law - Election Code, Section 18.011(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-06d	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**	Original, supplemental, corrected, or revised original lists of registered voters used in precincts and returned to the voter registrar in Envelope No. 4.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 66.058(a, g).
EL3150-06e	**VOTER REGISTRATION LISTS AND RELATED DOCUMENTATION**	Registration omissions lists.	Follow retention periods for Precinct Election Records [EL3100-10a].	By law - Election Code, Section 66.058(a, g).
EL3150-07	**VOTER REGISTRATION RECORDS (OBSOLETE)**			
EL3150-07a	**VOTER REGISTRATION RECORDS (OBSOLETE)**	Applications, proofs of eligibility, and notices of eligibility relating to voter registration of persons, resident of the state for more than 60 days but less than a year, wishing to vote in presidential elections.	AV.	Maintained by county clerks from 1967 to 1975.
EL3150-07b	**VOTER REGISTRATION RECORDS (OBSOLETE)**	Registration record of women voters registering to vote in 1918.	PERMANENT.	**Retention Note:** This record, if it has survived in a county, may appear either as a formal register or as duplicate certificates. Any form of record of this initial registration of women voters must be retained PERMANENTLY for historical reasons.
EL3150-07c	**VOTER REGISTRATION RECORDS (OBSOLETE)**	Lists of registered voters maintained under the Registration Act of 1870.	PERMANENT.	Maintained by district clerks from 1870 to 1876.
EL3150-07d	**VOTER REGISTRATION RECORDS (OBSOLETE)**	Poll tax receipts (including exemption receipts).	AV.	In the absence of a list of qualified voters (see retention note for item number EL3150-06) for a given year, this schedule recommends, **but does not require,** that the poll tax receipts and exemption receipts for the same year be retained PERMANENTLY. **Retention Note:** The retention period applies to poll tax records in the custody of a county tax assessor-collector, county clerk, county judge, or any other county official.

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-08	**VOTER REGISTRATION REPORTS AND STATEMENTS**			
EL3150-08a	**VOTER REGISTRATION REPORTS AND STATEMENTS**	Annual registration statements submitted to the Secretary of State.	2 years.	
EL3150-08b	**VOTER REGISTRATION REPORTS AND STATEMENTS**	Pre-election registration statements submitted to the Secretary of State.	2 years.	
EL3150-08c	**VOTER REGISTRATION REPORTS AND STATEMENTS**	Reports submitted to the Secretary of State on new registrations, cancelled registrations, and change in registration information used to update state master voter registration file.	2 years.	
EL3150-08d	**VOTER REGISTRATION REPORTS AND STATEMENTS**	Notices from the Secretary of State of non-compliance with state master voter registration reporting requirements and subsequent notices of compliance.	2 years.	
EL3150-08e	**VOTER REGISTRATION REPORTS AND STATEMENTS**	Registration statements submitted to the State Comptroller of Public Accounts.	FE + 3 years.	
EL3150-09	**PRECLEARANCE RECORDS**	All preclearance submission documentation including, but not limited to, changes in election precincts, polling places, and voting procedures.	PERMANENT.	By law - Voting Rights Act of 1965, Section 5.
EL3150-10	**SUSPENSE LIST**	A list maintained by the voter registrar of each county that contains the names of (1) voters that failed to respond to the confirmation notice, (2) voters whose renewal certificate was returned to the registrar as undeliverable, and (3) those individuals that were excused or disqualified from jury service because they were not a resident of that county, state on the juror summons notice that the individual no longer resides in the county, or whose jury summons were returned to the district clerk as undeliverable.	US.	

Record Number	Record Title	Record Description	Retention Period	Remarks
EL3150-11	**CHAPTER 19 FUND RECORDS**	Records documenting funds received under Chapter 19, Election Code to finance voter registration.	3 state fiscal years after the fiscal year in which the funding lapses.	By regulation – 1 TAC 81.21(a).

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

LOCAL SCHEDULE GR

(Revised Fifth Edition)

RETENTION SCHEDULE FOR RECORDS COMMON TO ALL LOCAL GOVERNMENTS

This schedule establishes mandatory minimum retention periods for records that are usually found in all local governments, regardless of type. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period, applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this edition of Local Schedule GR indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded
LA – Life of asset
CE – Calendar year end

Table of Contents

Part 1: Administrative Records _____ page 4

Section 1-1: Records of Governing Bodies _____ page 4

Section 1-2: General Records _____ page 7

Part 2: Financial Records _____ page 19

Section 2-1: Fiscal Administration and Reporting Records _____ page 22

Section 2-2: Accounting Records _____ page 26

Part 3: Personnel and Payroll Records _____ page 30

Section 3-1: Personnel Records _____ page 31

Section 3-2: Payroll Records _____ page 45

Part 4: Support Services Records _____ page 52

Section 4-1: Purchasing Records _____ page 52

Section 4-2: Facility, Vehicle, and Equipment Management Records _____ page 53

Section 4-3: Communication Records _____ page 58

Section 4-4: Workplace Safety Records _____ page 59

Part 5: Information Technology Records _____ page 61

Section 5-1: Records of Automated Applications _____ page 62

Section 5-2: Computer Operations and Technical Support Records _____ page 64

PART 1: ADMINISTRATIVE RECORDS

SECTION 1-1: RECORDS OF GOVERNING BODIES

Retention Note: SCOPE OF SECTION - The retention periods established in this section also apply to the records of subsidiary boards, bureaus, commissions, or committees established by the governing body of a local government that have rulemaking or quasi-judicial authority over any activity or program of the government or that were established by ordinance, order, or resolution for the purposes of advising the governing body or a subsidiary body on policy. Consequently, the use of the term "governing body" in a records description includes the corresponding records of those subsidiary bodies.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-01	**AGENDAS**			
GR1000-01a	**AGENDAS**	Open meetings. 1) If the minutes describe each matter considered by the governing body and reference to an agenda **is not** required. 2) If the minutes **do not** describe each matter considered by the governing body and reference to an agenda **is** required.	2 years. PERMANENT.	
GR1000-01b	**AGENDAS**	Certified agendas of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).
GR1000-02	**DEDICATIONS**		PERMANENT.	
***GR1000-03**	**MINUTES**			**Retention Note:** The use of the term "audiovisual recordings" in (c)-(f) means any medium on which audio or a combination of audio and video is recorded.
GR1000-03a	**MINUTES**	Written minutes.	PERMANENT.	
GR1000-03b	**MINUTES**	Notes taken during meetings from which written minutes are prepared.	90 days after approval of minutes by the governing body.	
***GR1000-03c**	**MINUTES**	Audiovisual recordings of open meetings, except as described in (d), for which written minutes **are not** prepared.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-03d**	**MINUTES**	Audiovisual recordings of workshop sessions of governing bodies in which votes are not made and written minutes **are not** required by law to be taken.	2 years.	
***GR1000-03e**	**MINUTES**	Audiovisual recordings of open meetings for which written minutes **are** prepared.	90 days after approval of minutes by the governing body.	
***GR1000-03f**	**MINUTES**	Certified audiovisual recordings of closed meetings.	2 years.	By law - Government Code, Section 551.104(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-03g	**MINUTES**	Supporting documentation - One copy of each document **of any type** submitted to a meeting of a governing body for consideration, approval, or other action; **if** such action is reflected in the minutes of the meeting.	2 years.	**Retention Notes:** a) The retention periods for many of the documents submitted to a governing body for action are established elsewhere in this or other commission schedules and are often longer than the 2-year retention period for supporting documentation set here. The 2-year retention requirement does not override a longer retention requirement set elsewhere, but rather is meant to ensure that **all** documents presented for action by a governing body are retained at least two years. This schedule does not require that supporting documentation be maintained together, but the retention by the clerk or secretary to the governing body of one set of the documents submitted at each meeting (often called "council packets" in municipalities) for two years would ensure satisfaction of the minimum retention requirement. Clerks or secretaries to governing bodies should exercise caution in disposing of supporting documentation to avoid destruction of the record copy of a document for which they are custodian before the expiration of its retention period. b) Review before disposal; some supporting documentation, not already required to be maintained **PERMANENTLY** elsewhere in this or other commission schedules, may merit **PERMANENT** retention for historical reasons.
GR1000-04	**OPEN MEETING NOTICES**		2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-05**	**ORDINANCES, ORDERS, AND RESOLUTIONS**		PERMANENT.	**Retention Note:** Includes ordinances, orders, or resolutions that have been repealed, revoked, or amended.
GR1000-06	**PETITIONS**	Petitions from the public to the governing body or subsidiary boards or commissions of a local government.	Final action on the petition + 2 years.	**Retention Notes:** a) Does not include petitions noted elsewhere in this or other commission schedules or any petition presented to a commissioners court that state law requires a county clerk to record. See Local Schedule CC (Records of County Clerks). b) "Final action" includes a decision to take no further action on a petition.
GR1000-07	**PROCLAMATIONS**		2 years.	
***GR1000-08**	**SPEECHES, PAPERS, AND PRESENTATIONS– ELECTED OFFICIALS**	Notes or text of speeches, papers, presentations or reports delivered in conjunction with government work by elected officials.	End of term in office or termination of service in that position.	**Retention Notes**: a) For speeches, papers, and presentations of other local government staff see GR1000-51. b) Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
***GR1000-09**	**PUBLIC COMMENT FORMS**	Public comment forms, citizen comment forms, registration cards, or other similar documents filled out by members of the public wishing to speak at an open meeting.	2 years.	**Retention Note:** If all information from the public comment form is documented in written minutes of the meeting, the public comment form need only be retained for the retention period listed in GR1000-03b.

SECTION 1-2: GENERAL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-20**	**ACCIDENT REPORTS**	Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a lawsuit.		**Retention Note:** For reports of work-related injuries and illnesses to employees see GR1050-32.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-20a	**ACCIDENT REPORTS**	Reports of accidents to adults.	3 years from date of report if no claim is filed; 3 years after settlement or denial of the claim if a claim is filed, whichever applicable.	
GR1000-20b	**ACCIDENT REPORTS**	Reports of accidents to minors.	Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable.	
***GR1000-21**	**AFFIDAVITS OF PUBLICATION**	Affidavits of Publication, including any accompanying clipping proofs or tear sheets.		
***GR1000-21a**	**AFFIDAVITS OF PUBLICATION**	Publication of municipal ordinances.	PERMANENT.	**Retention Note:** It is an exception to the permanent retention period that affidavits of publication and associated documentation for ordinances that are codified or re-codified may be disposed of after the effective date of the new code.
***GR1000-21b**	**AFFIDAVITS OF PUBLICATION**	Election notices.		By law – Election Code, Sections 4.005(d) and 66.058(a).
		1) In an election involving a federal office.	Election day + 22 months.	
		2) In an election **not** involving a federal office.	Election day + 6 months.	
GR1000-21c	**AFFIDAVITS OF PUBLICATION**	All other published legal notices.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-22	**ANNEXATION, DISANNEXATION, ABOLITION, AND OTHER JURISDICTIONAL RECORDS**	Records relating to the annexation or disannexation of territory to or from a local government, to its abolition, or to other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records.	PERMANENT.	**Retention Note:** A contract or agreement relating to territorial jurisdiction or the delivery of services between two or more governments (e.g., between a city and a county for fire services in an unincorporated area) must be kept for the retention period in item number GR1000-25.
***GR1000-23**	**CHARTERS**	Charters, Articles of Incorporation, Orders of Incorporation, Orders of Change, or other similar documents used to establish or modify the administration of a local government.	PERMANENT.	
***GR1000-24**	**COMPLAINTS**	Complaints received from the public by a governing body or any officer or employee of a local government relating to government employees, policies, etc.	Resolution or dismissal of complaint + 2 years.	**Retention Notes:** a) The 2-year retention period applies only to complaints of a general nature that do not fall into a different category of complaint noted in this or other commission schedules. For example, complaints from the public about potential fire hazards are scheduled in Local Schedule PS (Records of Public Safety Agencies) and have a longer retention period. b) For complaints received from local government employees see GR1050-20.
***GR1000-25**	**CONTRACTS, LEASES, AND AGREEMENTS**	Contracts, leases, and agreements, including reports, correspondence, performance bonds, certificates of liability, and similar records relating to their negotiation, administration, renewal, or termination, **except** construction contracts (see item number GR1075-16).	4 years after the expiration or termination of the instrument according to its terms.	**Retention Note:** Review before disposal; some records of this type may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-26	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**			**Retention Note:** The minimum retention period for correspondence or internal memoranda in categories (a) and (b) directly linked to another record series or group listed in this or other commission schedules is that assigned to the other group or series. For example, a letter from an external auditor regarding an audit of a local government's financial records should be retained for the retention period given under item number GR1025-01(e); a letter concerning a workers compensation claim should be retained for the period given under item number GR1050-32, etc. The retention periods that follow are for correspondence and internal memoranda that do not readily fall within other record groups.
GR1000-26a	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	Administrative – Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	4 years.	**Retention Note:** Review before disposal; some correspondence of this type may merit **PERMANENT** retention for historical reasons.
***GR1000-26b**	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	General – Incoming/outgoing and internal correspondence pertaining to the regular operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	2 years.	**Retention Note**: Records management officers should use caution before disposal of these records to ensure the records should not be classified under administrative correspondence (GR100-26a).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-26c	**CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES**	Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics.	AV.	
***GR1000-27**	**DEEDS**	Deeds, title opinions, abstracts and certificates of title, title insurance, documentation concerning alteration or transfer of title, and similar records evidencing public ownership of real property.	PERMANENT.	
GR1000-28	**EASEMENTS**	Documentation relating to easements and rights-of-way for public works or other local government purposes, including releases.	PERMANENT.	
***GR1000-29**	**INSURANCE POLICIES**	Liability, theft, fire, health, life, automobile, and other policies for local government property and personnel including supporting documentation relevant to the implementation, modification, renewal, or replacement of policies.	4 years after expiration or termination of the policy according to its terms and all rights granted under it.	
GR1000-30	**LEGAL OPINIONS**	Formal legal opinions rendered by counsel or the Attorney General for a local government, including any written requests for opinions, concerning the governance and administration of a local government.	PERMANENT.	**Retention Note**: For retention of opinions rendered for a Public Information Act Request see GR1000-34. For retention of informal legal opinions and other correspondence provided by counsel see GR1000-26a.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-31**	**LITIGATION CASE FILES**		AV after decision of a local government not to file a lawsuit or decision that a lawsuit will not be filed against it; dismissal of a lawsuit for want of prosecution or on motion of the plaintiff; or final decision of a court (or of a court on appeal, if applicable) in a lawsuit.	**Retention Notes:** a) Includes all cases to which a local government is a party unless the case file is of a type noted elsewhere in this or other commission schedules. b) Review before disposal; some case files may merit **PERMANENT** retention for historical reasons.
***GR1000-32**	**MINUTES (STAFF)**	Minutes of internal staff meetings.	AV.	**Retention Note:** For minutes of governing bodies of local governments see GR1000-03.
GR1000-33	**PUBLIC RELATIONS RECORDS**	News, press releases, or any public relations files maintained or issued by an agency. Includes print, electronic, audio, and audiovisual records.	2 years.	**Retention Note**: Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
GR1000-34	**PUBLIC INFORMATION ACT REQUESTS**	Includes all correspondence and documentation relating to requests for records under the Public Information Act (Chapter 552, Government Code).		
***GR1000-34a**	**PUBLIC INFORMATION ACT REQUESTS**	Non-exempted records and withdrawn requests.	Date request for records fulfilled or withdrawn + 1 year.	
***GR1000-34b**	**PUBLIC INFORMATION ACT REQUESTS**	Exempted records.	Date of notification that records requested are exempt from disclosure + 2 years.	
***GR1000-35**	**ORGANIZATIONAL CHARTS**		US.	**Retention Note**: Review before disposal; some records may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-36**	**PERMITS AND LICENSES**	Records documenting the application for and the issuance of permits and licenses (including certificates of liability and other required documentation) by a local government for sales, solicitation, facility usage, and similar activities. **Does not include** permits and licenses issued for the construction of or alterations to real property, for those relating to health and sanitation, or for those issued by police or fire departments listed in other commission schedules.	Expiration, cancellation, revocation, or denial + 2 years.	
GR1000-37	**PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA**	Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects **except** such records noted elsewhere in this or other commission schedules.	AV.	**Retention Note:** Review before disposal, some records may merit **PERMANENT** retention for historical reasons. Local governments should consult with local historical or genealogical societies to assist with the appraisal. **Be certain that photographs and other non-textual media do not fall within other records series. For example, mug shots and photographs of fire damage are listed in Local Schedule PS (Records of Public Safety Agencies) under police and fire department records respectively.**
GR1000-38	**POLICY AND PROCEDURE DOCUMENTATION**	Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the operations or activities of a local government as a whole or any of its departments, programs, services, or projects.	US, expired, or discontinued + 5 years.	**Retention Note:** Review before disposal; some records may merit **PERMANENT** or long-term retention for historical or legal reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-39	**PUBLICATIONS**	Pamphlets, reports, studies, proposals, and similar material printed by or for a local government or any of its departments, subdivisions, or programs and distributed to or intended for distribution to the public on request and departmental or program newsletters designed for internal distribution.	One copy of each PERMANENT.	**Retention Note:** The following categories of printed material, whether distributed publicly or internally, are exempted from the retention period and may be disposed of at option; (a) educational matter provided by charitable or public awareness organizations (e.g., United Way, American Heart Association); and (b) public service leaflets or flyers whose contents are of a general nature and not specific to the government distributing them, beyond the inclusion of an address, telephone number, office hours, and similar information (e.g., a flyer detailing water conservation tips sent to customers of a municipal water utility; a pamphlet explaining the appraisal review board process sent to taxpayers by an appraisal district).
GR1000-40	**RECORDS MANAGEMENT RECORDS**			
GR1000-40a	**RECORDS MANAGEMENT RECORDS**	Records control schedules (including all successive versions of and amendments to schedules).	US.	**Retention Note**: Original is retained by the State and Local Records Management Division, Texas State Library and Archives Commission.
***GR1000-40b**	**RECORDS MANAGEMENT RECORDS**	Records documenting the disposition of records under records control schedules, including requests submitted to the Texas State Library and Archives Commission for authorization to destroy unscheduled records or the originals of permanent records that have been microfilmed.	PERMANENT.	
GR1000-40c	**RECORDS MANAGEMENT RECORDS**	Lists or inventories of the active and inactive records created or received by a local government.	US, expired, or discontinued.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-40d**	**RECORDS MANAGEMENT RECORDS**	Plans and similar documents establishing the policies and procedures under which a records management program operates.	US, expired, or discontinued + 5 years.	
***GR1000-40e**	**RECORDS MANAGEMENT RECORDS**	Records transmittal forms or similar records documenting transfer of records to or from a records storage facility.	Date of disposition or return of records from storage, whichever sooner, +2 years.	
GR1000-41	**REPORTS AND STUDIES (NON-FISCAL)**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-41a**	**REPORTS AND STUDIES (NON-FISCAL)**	Annual, sub-annual, or irregularly prepared reports, performance audits, or planning studies submitted to the governing body or chief administrative officer of a local government or by the local government to a state agency, as may be required by law or regulation, on the non-fiscal performance of a department, program, or project or for planning purposes, including those prepared by consultants under contract with a local government, **except** documents of similar types noted in this or other commission schedules.		
		(1) Annual reports.	PERMANENT.	
		(2) Special reports or studies prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state agency or a court.	PERMANENT.	
		(3) Special reports or studies prepared by order or request of the chief administrative officer.	5 years.	**Retention Note:** Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
		(4) Monthly, bimonthly, quarterly, or semi-annual reports.	3 years.	
		(5) Working papers and raw data used to create any report for (1) and (2) above.	3 years.	
		(6) Working papers and raw data used to create any report for (3) and (4) above.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1000-41b	**REPORTS AND STUDIES (NON-FISCAL)**	Activity reports compiled on a daily or other periodic basis pertaining to workload measures, time studies, number of public contacts, etc., **except** reports of similar types noted in this or other commission schedules.	1 year.	
***GR1000-42**	**WAIVERS OF LIABILITY**	Waivers of liability, including statements signed by volunteers acknowledging non-entitlement to benefits, agreeing to abide by local government policies, etc.	3 years from date of cessation of activity for which the waiver was signed.	**Retention Note**: If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in this schedule.
GR1000-43	**CONFLICTS DISCLOSURE STATEMENTS AND CONFLICT OF INTEREST QUESTIONNAIRES**	Conflicts disclosure statements and conflict of interest questionnaires submitted by local government officers or vendors and other persons for filing with a local government in accordance with the requirements of Chapter 176, Local Government Code.	Date of filing + 3 years.	
GR1000-44	**LOCAL GOVERNMENT OFFICERS, LISTS OF**	Lists of local government officers prepared and made available to the public by the local government officer with whom conflicts disclosure statements and conflict of interest questionnaires are filed in accordance with the requirements of Chapter 176, Local Government Code.	US + 1 year.	
GR1000-45	**CALENDARS, APPOINTMENT AND ITINERARY RECORDS**	Calendars, appointment books or programs, and scheduling or itinerary records, purchased with local government funds or maintained by staff during business hours that document appointments, itineraries and other activities of agency officials or employees.	CE + 1 year.	**Retention Note:** A record of this type purchased with personal funds, but used by a public official or employee to document his or her work activities may be a local government record and subject to this retention period. See Open Records Decision 635 issued in December 1995 by the Texas Attorney General.
GR1000-46	**INSURANCE CLAIMS**	Claims related to liability, theft, fire, health, life, automobile, and other insurance policies.	Settlement or denial of claim + 3 years.	
GR1000-47	**CUSTOMER SURVEYS**	Surveys returned by the customers or clients of a local government, and the statistical data maintained rating a government's performance.	Issuance of report on results of the survey + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-50**	**TRANSITORY INFORMATION**	Records of temporary usefulness that are not an integral part of a records series of a local government, that are not regularly filed within a local government's recordkeeping system, and that are required only for a limited period of time for the completion of an action by an official or employee of the local government or in the preparation of an ongoing records series. Transitory records are not essential to the fulfillment of statutory obligations or to the documentation of government functions. Some examples of transitory information, which can be in any medium (voice mail, fax, email, hard copy, etc.) are drafts and working papers; routine messages; telephone message notifications; internal meeting notices; routing slips; incoming letters or memoranda of transmittal that add nothing of substance to enclosures; and similar routine information used for communication, but not for the documentation, of a specific government transaction.	AV.	**Retention Note**: Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series unique to an agency, are not part of a records series that documents the fulfillment of the statutory obligations of the agency or the documentation of its functions. The disposal of transitory information need not be documented through destruction authorizations or in records disposition logs, but local governments should establish procedures governing disposal of these records.
***GR1000-51**	**SPEECHES, PAPERS, AND PRESENTATIONS**	Notes or text of speeches, papers, presentations, or reports delivered in conjunction with government work by staff of a local government.	End of event, US, or discontinued + 2 years.	**Retention Notes:** a) For speeches, papers, and presentations of elected officials see GR1000-08. b) For materials developed for in-house training of staff see GR1050-28c.
***GR1000-52**	**SUBPOENAS**	Subpoenas for production of evidence produced for litigation in which the local government **is not** a party.	AV after fulfilled.	**Retention Notes:** a) For subpoenas received for litigation in which the local government is a party see GR1000-31. b) For subpoenas requesting personally identifiable information of students see SD3225-02 (for school districts) or JC3775-02 (for junior colleges).

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1000-53**	**RELEASE OF RECORDS DOCUMENTS**	Records that document the release of records or information through any method other than a Public Information Act request or subpoena (including employment verification).	Date records produced + 1 year.	**Retention Notes:** a) For records released under the Public Information Act see GR1000-34. b) For records produced for a subpoena where the local government is **not** a party, see GR1000-52. c) For records produced for a subpoena where the local government **is** a party, see GR1000-31.
***GR1000-54**	**COMMITTEE RECORDS**	Records of committees, councils, boards, or commissions which are not subject to the Texas Open Meetings Act. Records may include, but are not limited to, member lists, officer election records, agendas, meeting minutes, and related documentation and correspondence.	2 years.	**Retention Notes:** a) For records of committees, councils, boards, or commissions which are subject to the Texas Open Meetings Act see Section 1-1 of this schedule. b) Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
***GR1000-55**	**LOBBYIST REGISTRATION DOCUMENTATION**	Forms, reports, or other similar documents submitted to local governments documenting lobbying activities as required by local regulations.	Date of filing + 3 years.	

PART 2: FINANCIAL RECORDS

Retention Notes: a) AUDIT REQUIREMENTS - Most local governments are required by state law to conduct annual or biennial audits of their records and accounts. These audit requirements were taken into account in setting the retention periods in this schedule. The following retention rules also apply:

1) In any local government for which there is no statutory audit requirement and audits are conducted irregularly or in a local government in which a statutorily required audit is delayed, any record in this schedule whose retention period dates from the end of a fiscal year (FE) must be retained for the retention period stated or one year after audit, whichever later.

2) With regard to any special fund of a local government or elective county office for which there is no statutory audit requirement and the fund is not audited, any records listed under item numbers GR1025-26, GR1025-27, GR1025-28, and GR1025-30 associated with receipts and disbursements from or to the fund must be retained for FE + 10 years.

b) GRANT OR LOAN RECORDS - Subsections (1)-(3) apply to any local government, except school districts, receiving federal, state, or private grants; subsection (4) applies to school districts only. If a grant or loan requires a longer retention period than those stated in this schedule, the associated records must be retained for the full retention period required by the terms of the grant or loan.

1) Direct Federal Grants - This subsection applies to grants received by a local government **directly** from a federal grantor agency.

i) Federal grantor agencies require that grant-related records be retained for audit purposes for 3 years from the filing of required expenditure reports.

ii) In addition to item number GR1025-08(a)-(b), financial and programmatic records of grant-funded projects, including copies or documentation of relevant accounting, banking, purchasing, and payroll records, and other documents and working papers associated with the financial and programmatic administration of the grant funds or used to prepare reports or forms required by federal law or regulation must be retained for the following periods:

(A) For grants continued or renewed annually or at other intervals except quarterly that are not part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report.

B) For grants continued or renewed annually or at other intervals except quarterly that are a part of a multi-year funding cycle – 3 years from the date of submission of the annual or other periodic expenditure report for the final reporting period of the grant cycle.

C) For grants continued or renewed quarterly - 3 years from the date of submission of the expenditure report for the last quarter of the federal fiscal year.

D) For grants for which the requirement of a final expenditure report has been waived - 3 years from the date the report would have been due.

E) For all other grants – 3 years from the date of submission of the final expenditure report.

iii) The retention periods for the following types of records are exceptions to the periods noted above:

A) Records of non-expendable property or equipment acquired with grant funds - 3 years from the date of transfer, replacement, sale, or junking of the item.

B) Cost allocation plans and indirect cost records - 3 years from date of submission or, for plans prepared and retained by the grantee, from the close of the fiscal year covered by the plan.

C) Income records - 3 years from the end of the fiscal year in which the income is used.

iv) If any litigation or audit commences before the expiration of the 3-year period, the records must be retained until all litigation or audit findings are resolved or until the end of the regular 3-year period, whichever is later.

v) If records are transferred to the grantor agency at its request, copies of the records need not be retained.

2) Indirect Federal Grants - This subsection applies to federal grants received as subgrants from state agencies or other local governments (e.g., regional councils of government).

The expenditure reports are submitted to the federal agency by the state or local subgrantor agency after all subgrantees have submitted reports to the subgrantor. Consequently, records under item number GR1025-08(a)-(b) and records described in section (b) (1) must be retained by local government subgrantees for FE + 5 years. Local governments should consult with the state or local subgrantor agency to determine if there are additional or special requirements associated with a particular grant.

The local government must retain copies of reports or records submitted to the subgrantor agency for the periods indicated.

3) State and Private Grants - This schedule extends the 3-year federal retention requirement described in section (b)(1) to state (excluding federal subgrants) and private grant records unless the state or private grantor agency has established different retention requirements, in which case those requirements shall prevail. It is an exception to the extension of federal grant requirements to state and private grants that for state or private grants renewed quarterly as described in section (b) (1) (ii) (B), the 3-year retention requirement runs from the date of submission of the expenditure report for the last quarter of the state fiscal year for state grants and from the last quarter of the local government's fiscal year for private grants.

4) Grant Records and School Districts (including Educational Service Centers) - See Local Schedule SD (Records of Public School Districts). Because of the difficulty of effectively separating financial data that evidence the expenditure of federal funds from those that document the expenditure of local or state-allocated funds, a 5-year retention period has been adopted for most financial records of school districts. The use of the term "school district" in this schedule includes educational service centers, charter schools, county departments of education, and educational cooperatives.

SECTION 2-1: FISCAL ADMINISTRATION AND REPORTING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-01**	**FISCAL AUDIT RECORDS**	Records of fiscal audits conducted by internal or external auditors.		**Caution:** See note (a) at the beginning of Part 2 of this schedule.
***GR1025-01a**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of any department, fund, account, or activity of a local government.	PERMANENT.	
***GR1025-01b**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of a department, program, fund, or account if included in a cumulative audit under (a).	2 years.	
***GR1025-01c**	**FISCAL AUDIT RECORDS**	Annual, biennial, or other periodic audit of a department, program, fund, or account if not included in a cumulative audit under (a).	PERMANENT.	
***GR1025-01d**	**FISCAL AUDIT RECORDS**	Special audits ordered by a governing body, a court or grand jury, or mandated by administrative rules of a state or federal agency.	PERMANENT.	
***GR1025-01e**	**FISCAL AUDIT RECORDS**	Working papers, summaries, and similar records created for the purposes of conducting an audit.	3 years after all questions arising from the audit have been resolved.	
GR1025-02	**BANK SECURITY RECORDS**	Records documenting the pledging of bonds or securities by banks serving as depositories for public funds including depository contracts, security pledges and statements, surety bonds, and similar records.	4 years after termination, expiration, or release of contractual obligations.	
GR1025-03	**BOND RECORDS**			**Retention Note:** For investment transaction records of bonds see item number GR1025-09b.
GR1025-03a	**BOND RECORDS**	Bond administrative records consisting of preliminary studies, proposals and prospectuses, authorizations and certifications for issuance or cancellation, and related policy correspondence.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-03b	**BOND RECORDS**	Bond certificates and redeemed coupons.	1 year after payment.	By law - Government Code, Section 1302.003 for counties (see statute for procedural instructions for destruction) and by authority of this schedule for all other local governments.
GR1025-03c	**BOND RECORDS**	Bond registers.	PERMANENT.	
GR1025-03d	**BOND RECORDS**	Records relating to the exchange, conversion, or replacement of bonds by bondholders.	1 year if information **is** contained in a bond register; **PERMANENT** if information **is not** contained in a bond register.	
GR1025-04	**BUDGETS AND BUDGET DOCUMENTATION**			
GR1025-04a	**BUDGETS AND BUDGET DOCUMENTATION**	Annual budgets (including amendments).	PERMANENT.	
GR1025-04b	**BUDGETS AND BUDGET DOCUMENTATION**	Special budgets (includes budgets for capital improvement projects, grant-funded projects, or other projects prepared on a special or emergency basis and not included in an annual budget).	PERMANENT.	
***GR1025-04c**	**BUDGETS AND BUDGET DOCUMENTATION**	Working papers created exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents.	3 years.	
GR1025-04d	**BUDGETS AND BUDGET DOCUMENTATION**	Encumbrance and expenditure reports (status reports showing expenditures and encumbrances against a budget).	2 years.	
GR1025-04e	**BUDGETS AND BUDGET DOCUMENTATION**	Budget change documentation, including line item or contingency/reserve fund transfers and supplemental budget requests.	2 years.	
GR1025-05	**CAPITAL ASSETS RECORDS**	Documentation relating to the capital and fixed assets of a local government.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-05a**	**CAPITAL ASSETS RECORDS**	Equipment or property history cards or similar records containing data on initial cost, including disposal authorizations when disposed of.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	**Retention Note:** Review before disposal; property history cards documenting the original construction and additions to or renovations of structures may merit **PERMANENT** retention for historical reasons.
GR1025-05b	**CAPITAL ASSETS RECORDS**	Equipment or property cost and depreciation schedules or summaries used for capital outlay budgeting or other financial or budget control purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1025-05c	**CAPITAL ASSETS RECORDS**	Equipment or property inventories (including sequential number property logs).	US + 3 years.	
GR1025-05d	**CAPITAL ASSETS RECORDS**	Property sale, auction, or disposal records of government-owned equipment or property.	1 year.	By law - Local Government Code, Section 263.155(b) for counties and by authority of this schedule for all other local governments. **Retention Note:** Property sale or auction records do not include records arising from the sale or auction of property foreclosed or seized by a taxing unit for failure to pay property taxes or for the sale or auction of property seized by law enforcement officers. For such records use Local Schedule TX (Records of Property Taxation) or Local Schedule PS (Records of Public Safety Agencies) respectively.
***GR1025-06**	**FEDERAL REVENUE SHARING RECORDS**	Records concerning the use of federal revenue sharing funds by a local government, including revenue and expenditure summaries; status, budget, and audit reports; and other reports or documentation required by federal law or regulation.	AV.	Obsolete record.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-07	**FINANCIAL REPORTS**	Annual, sub-annual, or irregularly prepared financial reports or statements on the accounts, funds, or projects of a local government created either for internal use or for submission to state agencies as may be required by law or regulation, **except** reports of similar types noted in this or other commission schedules.		
GR1025-07a	**FINANCIAL REPORTS**	Monthly, bimonthly, quarterly, or semi-annual reports.	FE + 3 years.	
GR1025-07b	**FINANCIAL REPORTS**	Annual reports.	PERMANENT.	
GR1025-07c	**FINANCIAL REPORTS**	Long range fiscal planning reports.	PERMANENT.	
GR1025-07d	**FINANCIAL REPORTS**	Capital improvement reports.	PERMANENT.	
GR1025-08	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**			**Retention Note:** If grant is for construction of a local government owned facility or part of the infrastructure, follow retention for GR1075-16.
GR1025-08a	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Successful grant applications and proposals and any documentation that modifies the terms of a grant.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** See note (b) at beginning of Part 2 of this schedule.
GR1025-08b	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Financial, performance, and compliance reports submitted to grantor or sub-grantor agencies.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** See note (b) at beginning of Part 2 of this schedule.
GR1025-08c	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Reports, planning memoranda, studies, correspondence, and similar records created for and used in the development of successful grant proposals.	3 years.	
GR1025-08d	**GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS**	Any records of the type noted in (a) or (b) relating to unsuccessful grant proposals.	AV.	
GR1025-09	**INVESTMENT TRANSACTION RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-09a	**INVESTMENT TRANSACTION RECORDS**	Documentation relating to the investment of public funds (e.g., certificates of deposit) that evidences the investment of funds, the performance or return of investments, the cancellation or withdrawal of investments, and similar activity.	FE + 5 years.	
GR1025-09b	**INVESTMENT TRANSACTION RECORDS**	Documentation related to the calculation of arbitrage rebate amounts, if any, on proceeds from the sale of tax-exempt bonds.	Retirement of the last obligation of the bond issue + 6 years.	
GR1025-10	**CHARGE SCHEDULES/ PRICE LISTS**	Schedules of prices charged by a local government for services to the public or other governments, including any documentation used to determine the charges.	US + 3 years.	

SECTION 2-2: ACCOUNTING RECORDS

Retention Note: ACCOUNTING RECORDS OF MOTOR VEHICLE AND BOAT LICENSING AND REGISTRATION - For accounting and banking records relating to motor vehicle licensing not noted in this part, use Part 3 of Local Schedule TX.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-25	**ACCOUNTING POLICIES AND PROCEDURES DOCUMENTATION**	Policy and procedure directives and similar records documenting accounting methodology.	US, expired, or discontinued + 5 years.	
GR1025-26	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**			
***GR1025-26a**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Claims, invoices, statements, copies of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses.	FE of date of final payment + 5 years for school districts; FE of date of final payment + 3 years for other governments.	**Retention Note:** Accounts payable and disbursement records for bond-funded projects must be maintained according to the retention period listed in GR1025-26d.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1025-26b**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Accounts payable records sufficient to document the purchase costs of capital equipment or other fixed assets.	FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments.	
***GR1025-26c**	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Reports accompanying the transmittal of funds to federal, state, or other local government agencies (e.g., sales tax to the State Comptroller of Public Accounts); to retirement systems, or to other entities if the funds are collected, in whole or in part, on behalf of other agencies or individuals (e.g., retirement deductions of employees).	FE of period covered by report + 3 years.	**Retention Note:** For reports accompanying the transmittal of federal and state payroll and unemployment taxes see item number GR1050-53(b).
GR1025-26d	**ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS**	Accounts payable records for bond-funded projects.	FE of date of last bond payment + 5 years for school districts; FE of date of last bond payment + 3 years for other governments.	
GR1025-27	**ACCOUNTS RECEIVABLE RECORDS**			**Retention Note:** For accounts receivable records associated with the collection of property taxes, all local governments, including school districts, should use Local Schedule TX (Records of Property Taxation).
***GR1025-27a**	**ACCOUNTS RECEIVABLE RECORDS**	Bill copies or stubs, statements, billing registers, account cards, deposit warrants, cash receipts, credit card receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records (such as returned checks and associated fees) that serve to document money owed to or received by a local government and its collection or receipt.	FE of date of receipt + 5 years for school districts; FE of date of receipt + 3 years for other governments.	
GR1025-27b	**ACCOUNTS RECEIVABLE RECORDS**	Accounts receivable records documenting the receipt of any monies by any local government that are remittable to the State Comptroller of Public Accounts (e.g., court costs in criminal cases, sales tax).	Remittance due date + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-27c	**ACCOUNTS RECEIVABLE RECORDS**	Account card or similar records documenting payments to a local government in which the government holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases.	FE of date of final payment and release of lien + 3 years.	
GR1025-27d	**ACCOUNTS RECEIVABLE RECORDS**	Account card or similar records relating to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater).	FE of termination of service or refund of deposit + 3 years.	
***GR1025-27e**	**ACCOUNTS RECEIVABLE RECORDS**	Records of accounts deemed uncollectable, including write-off authorizations.	FE of write-off date + 5 years for school districts; FE of write-off date + 3 years for other governments.	
***GR1025-28**	**BANKING RECORDS**	Bank statements, credit card statements, canceled checks, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, monetary transport records (including armored car pickup logs) etc.	FE + 5 years.	
GR1025-29	**COST ALLOCATION AND DISTRIBUTION RECORDS**	Records created to document the allocation of costs among accounts and funds of a local government, including records relating to chargebacks and other interdepartmental or interfund accounting transactions.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If any of the records in this group are used as ledger and journal entry documentation, they must be retained for FE + 5 years (see item number GR1025-30) by all local governments.
GR1025-30	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**			**Retention Note:** Be certain to verify before the disposal of any ledger or journal under this item number that the ledger or journal does not serve to document financial activities that require a longer retention period (e.g. investment documentation of proceeds of tax exempt bonds under item number GR1025-09).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-30a	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	General ledger showing receipts and expenditures from all accounts and funds of a local government.		
		(1) For fiscal years for which an annual financial audit report (see item number GR1025-01) exists.	FE + 5 years.	**Retention Note:** Review before disposal; some ledgers may merit **PERMANENT** retention for historical reasons.
		(2) For fiscal years for which an annual financial audit report (see item number GR1025-01) **does not** exist.	PERMANENT.	
GR1025-30b	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Subsidiary ledgers.	FE + 5 years.	**Retention Note:** Review before disposal; some ledgers may merit **PERMANENT** retention for historical reasons.
GR1025-30c	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Receipt, disbursement, general, or subsidiary journals.	FE + 5 years.	**Retention Note:** Review before disposal; some journals may merit **PERMANENT** retention for historical reasons.
GR1025-30d	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments).	FE + 5 years.	**Retention Note:** If bill stubs (see item number GR1025-27a) are used as entry documentation for account journals, they must be retained by all local governments for FE + 5 years rather than the FE + 3 year retention period for accounts receivable records.
GR1025-30e	**LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION**	Perpetual care fund registers of government-owned cemeteries.	PERMANENT.	By law - Health and Safety Code, Section 713.005(a).
GR1025-31	**TRANSACTION SUMMARIES**	Periodic summaries or reports of accounting transactions or activity by department, budget code, program, account, fund, or type of activity, including trial balances, **unless** the summary is of a type noted elsewhere in this part.		
GR1025-31a	**TRANSACTION SUMMARIES**	Daily.	30 days.	
GR1025-31b	**TRANSACTION SUMMARIES**	Weekly.	90 days.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1025-31c	**TRANSACTION SUMMARIES**	Monthly, bimonthly, quarterly, or semi-annual.	2 years.	
GR1025-31d	**TRANSACTION SUMMARIES**	Annual.	FE + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If an annual trial balance is not maintained, then the least frequent sub-yearly trial balance must be retained for FE + 5 years by school districts and FE + 3 years by all other local governments.
GR1025-32	**UNCLAIMED PROPERTY DOCUMENTATION**	Any form of record sufficient to verify information on unclaimed property previously reported to the State Treasurer showing the name and last known address of the apparent owner of reportable unclaimed property, a brief description of the property, and the balance of each unclaimed account, if appropriate.	Date on which property is reportable + 10 years.	By law - Property Code, Section 74.103(b).

PART 3: PERSONNEL AND PAYROLL RECORDS

Retention Notes: a) FEDERAL RETENTION REQUIREMENTS - Federal retention periods for personnel and payroll records arise principally from the administration of the Civil Rights Act of 1964, Title VII; the Age Discrimination and Employment Act of 1967; the Equal Pay Act; the Fair Labor Standards Act; the Federal Insurance Contribution Act; and the Federal Unemployment Tax Act. Various federal agencies or departments of agencies administer these acts and, because retention periods are set to enable each agency to carry out its particular oversight authority, different retention periods are often established for the same record. In compiling Schedule GR, the longest applicable federal retention period is cited as authority for the retention period indicated. A federal regulation is not cited if a state law or regulation requires a longer retention period. A federal retention period is also not cited if a Texas statute of limitations makes a longer retention period advisable. For example, the federal retention requirement for employment contracts [see item number GR1050-15(a)] is given as 3 years from the last effective date of the contract in 26 CFR 516.5, but suits in Texas may be brought by either party to such a contract within four years of the occurrence of an alleged breach; therefore a retention period of 4 years from the last effective date of the contract is set in this schedule. All retention periods in this part apply, by authority of this schedule, to all local governments, although some of them may be otherwise exempt from the federal requirement cited. This provision does not require the creation by exempted local governments of any special documentation demonstrating compliance with federal regulations that may be required of non-exempted governments.

b) PERSONNEL FILES - The individual employee personnel file is not scheduled as a unit in this section; documents normally placed in such files are scheduled separately.

c) TERMINATED EMPLOYEES - Notwithstanding any retention periods in this part, all personnel records existing on the date of termination of an involuntarily terminated employee must be retained for 2 years from the date of termination [29 CFR 1602.31, 1602.40, and 1602.49].

d) JTPA AND CETA EMPLOYEES - Any records maintained on applicants for or holders of positions paid in whole or in part from Comprehensive Employees' Training Act (CETA) funds or affirmative action apprenticeship program funds administered by the U. S. Department of Labor must be retained for 5 years from the date of enrollment in the program [29 CFR 30.8(e)]. This 5-year retention period is extended by authority of this schedule to comparable records on applicants for or holders of positions paid in whole or in part from Job Training Partnership Act (JTPA) funds.

e) DEFINITION OF EMPLOYEE - For the purposes of this part, the term "employee" also includes elected or appointed officials of a local government who are paid wages or a salary from any funds of the local government and anyone voluntarily working or not receiving payment or compensation for working.

f) PERSONNEL RECORDS IN SHERIFF'S DEPARTMENTS IN CERTAIN COUNTIES - The Local Government Code, Section 157.904, provides that sheriff's departments in counties with a population of 3.3 million or more shall maintain "a permanent personnel file on each department employee." The precise contents of a personnel file are not specified, but three groups of records are expressly mentioned. Consequently, any record in item numbers GR1050-03, GR1050-07, and GR1050-21, all of which are records of a type mentioned in the statute, must be retained permanently. The sheriffs and their legal counsel should determine what other records may be includable in a permanent personnel file in sheriffs' departments subject to the law.

SECTION 3-1: PERSONNEL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-01	**AFFIRMATIVE ACTION PLANS**			
GR1050-01a	**AFFIRMATIVE ACTION PLANS**	Reports, analyses, and statistical data compiled from source documentation used to develop, implement, and monitor affirmative action plans.	5 years.	By regulation - 29 CFR 30.8(e).
GR1050-01b	**AFFIRMATIVE ACTION PLANS**	Affirmative action plans.	US + 5 years.	By regulation - 29 CFR 30.8(e).
GR1050-02	**APTITUDE AND SKILLS TEST RECORDS**	Records relating to aptitude or skills tests **required** of job applicants or of current personnel to qualify for promotion or transfer, including civil service examinations.		
GR1050-02a	**APTITUDE AND SKILLS TEST RECORDS**	Validation studies.	Life of test + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-02b	**APTITUDE AND SKILLS TEST RECORDS**	Tests.	US + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note:** One copy of each different test (different in terms of either questions or administration procedures) should be retained for the period indicated.
***GR1050-02c**	**APTITUDE AND SKILLS TEST RECORDS**	Test papers or results of persons taking tests.	Date of creation or personnel action involved, whichever later, + 2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-02d	**APTITUDE AND SKILLS TEST RECORDS**	Records, **other** than those noted (a)-(c), relating to the planning and administration of tests.	3 years.	
***GR1050-03**	**AWARDS AND COMMENDATIONS**	Individual award, honor, or commendation bestowed on an employee.	Date of separation + 5 years.	**Retention Notes:** a) For administrative records of awarding committees, see item number GR1050-09. b) Refer to Retention Note (f) on page 1 of this schedule for awards bestowed on certain Sheriff's office employees.
GR1050-04	**CERTIFICATES AND LICENSES**	Certificates, licenses, or permits required of employees to qualify for or remain eligible to hold a position requiring certification or licensing.	US or separation of employee + 5 years.	**Retention Note:** If the submission of copies of certificates, licenses, or permits is required of all applicants for a position, those of applicants not hired must be retained for 2 years under item number GR1050-14.
GR1050-05	**CONFLICT OF INTEREST AFFIDAVITS**		5 years after leaving position for which the affidavit was filed.	
GR1050-06	**COUNSELING PROGRAM RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-06a**	**COUNSELING PROGRAM RECORDS**	Reports of interviews, analyses, and similar records relating to the counseling of an employee for work-related, personal, or substance abuse problems, including any warnings associated with the counseling. Usually maintained at the supervisory level or by human resources departments.	3 years after termination of counseling.	**Retention Note:** For records retained by professional therapists; refer to Local Schedule HR for patient records.
GR1050-06b	**COUNSELING PROGRAM RECORDS**	Records relating to the planning, coordination, implementation, direction, and evaluation of an employee counseling program.	3 years.	
***GR1050-07**	**DISCIPLINARY AND ADVERSE ACTION RECORDS**	Records created by civil service boards or by personnel or supervisory officers in considering, or reconsidering on appeal, an adverse action (e.g., demotion, probation, termination, suspension, leave without pay) against an employee, including, as applicable, witness and employee statements, interview reports, exhibits, reports of findings, and decisions and judgments.		**Retention Note:** Refer to Retention Note (f) on page 1 of this schedule for disciplinary records of certain Sheriff's office employees.
		(1) All employees of sheriff's departments in counties with a population of 3.3 million or more.	PERMANENT.	By law – Local Government Code, Section 157.904.
		(2) Police and fire department personnel in municipalities with a population of 10,000 or more that have established civil service boards under Local Government Code, Chapter 143.	PERMANENT.	By law – Local Government Code, Section 143.011(c).
		(3) All other local government employees.	2 years after case closed or action taken, as applicable.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-08	**EMPLOYEE PENSION AND BENEFITS RECORDS**			For records of pension and deferred compensation deductions from payroll see GR1050-52(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-08a**	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Employee benefit plans such as pension; life, health, and disability insurance; seniority and merit systems; and deferred compensation plans, including amendments.	Termination of plan + 1 year.	By regulation - 29 CFR 1627.3(b)(2). **Retention Note:** If the plan or system is not in writing, a memorandum fully outlining the terms of the plan or system and the manner in which it has been communicated to affected employees, together with notations relating to any revisions, must be retained for the same period as written plans.
***GR1050-08b**	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Enrollment forms providing personal identifying data, beneficiary information, option selection, acknowledgement forms, and similar information.		
		(1) If the official record is maintained by the retirement system of which the local government is a member or by the service provider.	AV.	
		(2) If the official record is maintained by the local government.		
		(A) Pension and deferred compensation.	Date of separation + 75 years.	
		(B) Life, health, accidental death, and disability insurance.	Termination of coverage + 4 years.	
		(C) Any benefit other than those noted in (A) or (B).	US or separation + 2 years, as applicable.	**Retention Note:** Documents that serve as payroll deduction authorizations must be maintained for the retention period prescribed for item number GR1050-50.
GR1050-08c	**EMPLOYEE PENSION AND BENEFITS RECORDS**	Annual reports from a pension system or fund.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-09**	**EMPLOYEE RECOGNITION RECORDS**	Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs.	2 years.	**Retention Note:** For records of an award/commendation given to an individual employee, see item number GR1050-03.
GR1050-10	**EMPLOYEE SECURITY RECORDS**			
GR1050-10a	**EMPLOYEE SECURITY RECORDS**	Records created to control and monitor the issuance of keys, identification cards, passes, or similar instruments of identification and access.	US, date of expiration, or date of separation + 2 years, as applicable.	
GR1050-10b	**EMPLOYEE SECURITY RECORDS**	Records relating to the issuance of parking permits.	US.	
GR1050-11	**EMPLOYEE SELECTION RECORDS**	Notes of interviews with candidates; audio and videotapes of job interviews; applicant rosters; eligibility lists; test ranking sheets; justification statements for violating eligibility or ranking sequence; and previous injury checks; offers of employment letters; and similar records documenting the filling of a vacant position.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note:** See GR1050-36 for background and criminal history checks.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-12	**EMPLOYEE SERVICE RECORDS**	Summary employment history record for each employee maintained on one or more forms, containing the following **minimum** information: name; sex; date of birth; social security number; positions held with dates of hire, promotion, transfer, or demotion; dates of leaves of absence or suspension that affect computation of length of service; wage or salary rate for each position held, including step or merit increases within grades; most recent public access option form; and date of separation.	Date of separation + 75 years.	For other information on employees that must also be retained either as part of this record or in another form, see item numbers GR1050-52(b) and GR1050-54(a). **Retention Notes:** a) This schedule does not require the creation of an employee service record of the type described, but the creation of the record is strongly recommended to allow frequent disposal of documents from which information has been summarized. If an employee service record is not maintained, documents (e.g., employment applications, personnel action forms) containing the prescribed information must be retained date of separation + 75 years. More than one document providing the same element of required information need not be retained. b) The Teacher Service Record (Texas Education Agency Form FIN-115 or its equivalent), containing information required by statute or regulation, shall be considered an employee service record of the type described and must be retained date of separation + 75 years. c) Salary or wage data on an employee service record may be indicated by grade and step numbers if all corresponding wage rate tables (see item number GR1050-59) applicable to a person's employment history are retained date of separation + 75 years.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-13	**EMPLOYMENT ADVERTISEMENTS OR ANNOUNCEMENTS**	Advertisements or postings relating to job openings, promotions, training programs, or overtime opportunities, including jobs orders submitted to employment agencies.	2 years.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14	**EMPLOYMENT APPLICATIONS**			
GR1050-14a	**EMPLOYMENT APPLICATIONS**	Applications, transcripts, letters of reference, and similar documents whose submission by candidates for vacant positions (both hired and not hired) or for promotion, transfer, or training opportunity (both selected and not selected) is required on the application form, by application procedures, or in the employment advertisement.	2 years from the creation (or receipt) of the record or the personnel action involved, whichever later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-14b	**EMPLOYMENT APPLICATIONS**	Samples of publications, artwork, or other products of prior achievement not returned to applicants.	AV.	
GR1050-14c	**EMPLOYMENT APPLICATIONS**	Transcripts of persons **hired** if state or federal law or regulation mandates a level of education needed to qualify for employment (e.g., school district professional and paraprofessional personnel). See also item number GR1050-28(a).	Date of separation + 5 years.	**Retention Note**: If applicant screening or hiring decisions are based on resumés, with only successful or interviewed candidates completing employment applications, then resumés of persons not hired must be kept for the same period as employment applications. If resumés are supplemental to employment application forms, they need only be retained as long as administratively valuable.
GR1050-15	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**			
GR1050-15a	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**	Contracts and agreements, including collective bargaining agreements, between a local government and an employee or a group of employees, including written acceptances of such contracts.	Last effective date of contract + 4 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-15b	**EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS**	Records relating to the negotiation of collective bargaining agreements or similar group contracts, including reports; correspondence; mediation or arbitration agreements; the proceedings, findings, and awards of arbitration boards; and similar records.	Last effective date of contract + 4 years or, if no agreement or contract results, 4 years.	
GR1050-16	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**			
GR1050-16a	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	Reports, analyses, or statistical data compiled from source documentation used to complete EEO reports.	3 years.	By regulation - 29 CFR 1602.30, 1602.39, and 1602.48.
GR1050-16b	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	EEO-1, EEO-4, EEO-5, and EEO-6 reports.	3 years.	By regulation - 29 CFR 1602.32, 1602.41, and 1602.50.
GR1050-16c	**EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS**	Case files relating to discrimination complaints, including complaints, legal and investigative documents, exhibits, related correspondence, withdrawal notices, and decisions or judgments.	Resolution of case + 3 years.	
GR1050-17	**EQUAL PAY RECORDS**	Reports, studies, aggregated or summarized data, and similar documentation compiled to monitor and demonstrate compliance with the Equal Pay Act.	2 years.	By regulation - 29 CFR 1620.32(c).
GR1050-18	**FIDELITY BONDS**		Effective life of bond + 5 years.	**Retention Note:** Does not include the Official Bond Record maintained by county clerks, which must be retained **PERMANENTLY**.
GR1050-19	**FINGERPRINT CARDS**		Date of separation + 5 years.	**Retention Note:** If fingerprint cards are created for all applicants for a position, those of persons not hired must be retained 2 years under item number GR1050-14.
***GR1050-20**	**GRIEVANCE RECORDS**	Records relating to the review of employee grievances against personnel policies, working conditions, etc.	Final decision on the grievance + 2 years.	**Retention Note:** Do not confuse these records with those involving EEO complaints [see item number GR1050-16(c)].

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-21**	**JOB EVALUATIONS**	Job evaluations, performance appraisals, or other similar documents used to evaluate the performance of employees.	US + 2 years or date of separation + 2 years, whichever sooner.	By regulation – 29 CFR 1620.32(c). **Retention Notes:** a) Refer to SD3575-05 pertaining to evaluations on school teachers. b) Refer to Retention Note (f) on page 1 of this schedule for evaluations of certain Sheriff's office employees.
GR1050-22	**MEDICAL AND EXPOSURE REPORTS**			
***GR1050-22a**	**MEDICAL AND EXPOSURE REPORTS**	Health, physical or psychological examination reports or certificates of all job applicants if physical or psychological condition is a factor in hiring decisions, including the promotion, transfer, or selection for training of current personnel.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.
GR1050-22b	**MEDICAL AND EXPOSURE REPORTS**	Health or physical examination reports or certificates of employees for whom periodic monitoring of health or fitness is required. (1) For employees exposed in the course of their work to toxic substances, harmful physical agents, or bloodborne pathogens. (2) For all other employees.	 Date of separation + 30 years. US + 2 years.	 By regulation - 29 CFR 1910.1020(d)(1)(i)-(iii).
GR1050-22c	**MEDICAL AND EXPOSURE REPORTS**	Environmental, biological, and material safety monitoring reports concerning toxic substances and harmful physical agents in the workplace, including analyses derived from such reports.	30 years.	By regulation - 29 CFR 1910.1020(d)(1)(ii). See Local Schedule PW 5450-01 for Asbestos Management Records.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-22d**	**MEDICAL AND EXPOSURE REPORTS**	Records of controlled substances and alcohol use and testing.		By regulation – 49 CFR 382.403.
		(1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; records of driver verified positive controlled substances test results; documentation of refusals to take required alcohol and/or controlled substances tests; driver evaluation and referrals; calibration documentation; records related to the administration of the alcohol and controlled substances testing programs; copy of each annual calendar year summary required by 49 CFR 382.403.	5 years.	
		(2) Records related to the alcohol and controlled substances collection process.	2 years.	
		(3) Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.	1 year.	
***GR1050-23**	**OATHS OF OFFICE**	Any oaths or affirmations required of local government employees or officers. Includes the Statement of Elected Officer (Secretary of State Form 2201).	US + 5 years or 5 years after leaving position for which oath required, whichever is applicable.	
***GR1050-24**	**PERSONNEL ACTION OR INFORMATION NOTICES**	Documents used by personnel officers to create or change information in the personnel records of individual employees concerning hiring, termination, transfer, pay grade, position or job title, leaves of absence, name changes, and similar personnel actions **except** those noted elsewhere in this part.	2 years from the date of creation or the personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-25	**PERSONNEL STUDIES AND SURVEYS**	Studies, statistical reports, surveys, cost analyses and projections, and similar records, **except** those noted elsewhere in this part, on any aspect of the personnel management or administration of a local government.	3 years.	**Retention Note:** Review before disposal; some documents may merit **PERMANENT** retention for historical reasons.
GR1050-26	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**			
GR1050-26a	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Job descriptions, including any associated task or skill statements. Also includes documentation concerning the development and analysis of job descriptions and classification systems, including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc.	US or position abolished + 4 years.	By regulation - 40 TAC 815.106(i).
GR1050-26b	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Position staffing and vacancy reports.	US.	
GR1050-26c	**POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS**	Personnel requisitions.	2 years.	
***GR1050-27**	**REDUCTION IN FORCE PLANS**	Reduction in force plans and any related documentation.	US, or if implemented, 2 years from date of last reduction in force action under the plan.	
GR1050-28	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**			For other records relating to aptitude or skills tests **required** of job applicants or of current personnel to qualify for promotion or transfer see item number GR1050-02.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-28a	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Certificates of completion, transcripts, test scores, or similar records documenting the training, testing, or continuing education achievements of an employee if such training or testing is required for the position held or if the educational or skill attainment or enhancement affects or could affect career advancement in the local government or, in the case of licensed or certified personnel (e.g., school professionals, firefighters, police officers, health care professionals), in other governments or the private sector.	Date of separation + 5 years.	**Retention Note:** If information concerning training or testing (e.g., test scores) is transferred to an Employee Service Record (item number GR1050-12), the document from which the information is taken need be retained for only 2 years.
GR1050-28b	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Records documenting the planning, development, implementation, administration and evaluation of in-house training programs.	2 years.	
GR1050-28c	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Training manuals, syllabuses, course outlines, and similar training aids used in in-house training programs.	US, expired, or discontinued + 2 years.	
GR1050-28d	**TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS**	Skill or achievement measurement records of a training group or class as a whole (e.g., rosters with scores).	2 years.	**Retention Note:** If the only information documenting the in-house training of an employee of the types described in (a) is contained in the measurement records of a group or class as a whole, the group records must be retained for the date of separation + 5 years for all employees included in the group records.
GR1050-29	**UNEMPLOYMENT COMPENSATION CLAIMS RECORDS**	Unemployment claims, pertinent correspondence, and similar records documenting unemployment compensation cases.	After closed + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1050-30**	**VERIFICATIONS OF EMPLOYMENT ELIGIBILITY (Form I-9)**		3 years from hire or 1 year after separation, whichever later.	By regulation - 8 CFR 274a.2(b)(2)(i)(A) and (c)(2) **Retention Note:** If a former employee is rehired and a Form I-9 is still on file for the employee, the 3-year retention period dates from date of first hire.
GR1050-31	**WORK SCHEDULES**	Work, duty, shift, crew, case schedules, rosters, or assignments **except** work schedules includable in item number GR1050-56.	1 year.	
***GR1050-32**	**WORKERS COMPENSATION CLAIM RECORDS**	Records of accidents to or job-related illnesses of employees.		**Retention Note:** Refer to GR1050-22b(1) for any medical or exposure records created or collected.
***GR1050-32a**	**WORKERS COMPENSATION CLAIM RECORDS**	Initial and supplemental incident forms, reports, or logs.	CE + 5 years.	By regulation - 29 CFR 1904.33. **Retention Note:** If a claim is filed as a result of the accident or illness any forms or reports related to the incident must be retained under GR1050-32b.
***GR1050-32b**	**WORKERS COMPENSATION CLAIM RECORDS**	Records of workers compensation claims filed by employees, including any reports or investigations used to determine eligibility. (1) If the local government is self-insured. (2) If the local government is not self-insured.	 CE of closure of claim + 50 years. CE + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-33	**FINANCIAL DISCLOSURE STATEMENTS**	Financial disclosure statements of officers and/or employees of a local government required by Local Government Code Section 145.007(c) or 159.007(c).	Date of separation + 2 years.	By law – Local Government Code, Section 145.007(c); 159.007(c). **Retention Notes:** a) For campaign contribution and expenditure statements see item number EL3125-01 in Local Schedule EL (Records of Elections and Voter Registration). b) See item number EL3125-04 for financial disclosure statements of local government candidates.
GR1050-34	**PUBLIC ACCESS OPTION FORMS**	Form completed and signed by employee or official, or former employee or official, electing to keep home address, home telephone number, social security number, and family information open or confidential under the Public Information Act, Government Code 552.024.	US.	**Retention Note**: The last public access option form completed by an employee prior to termination of employment must be retained as part of the Employee Service Record (see record number GR1050-12 in this schedule).
GR1050-35	**EMPLOYEE EXIT INTERVIEWS**	Records of interviews and other supporting documentation conducted at time of employee termination.	Date of separation + 2 years.	
GR1050-36	**CRIMINAL HISTORY CHECKS**	Used for condition of or in conjunction with employment application.	End of employee's probationary period or after immediate purpose has been fulfilled, as applicable.	By law - Government Code, Chapter 411 Subchapter F for certain education institutions and fire departments, and by authority of this schedule for all other local governments. **Retention Note:** A local government that is authorized to obtain criminal history recorded information from the Texas Department of Public Safety must refer to Subchapter F, Chapter 411, Government Code for appropriate retention and use of this information.
***GR1050-37**	**EMPLOYEE ACKNOWLEDGEMENT FORMS**	Employee acknowledgement forms or other documentation that show proof of receipt and awareness of local government policies and procedures.	US or date of separation +2 years, as applicable.	**Retention Note:** See item number GR1050-08b for acknowledgement forms of pension and deferred compensation policies and procedures.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-38	**UNSOLICITED RÉSUMÉS**	Unsolicited résumés received by local governments not used in the employment selection process.	AV.	**Retention Note**: See item number GR1050-14 for résumés, whether solicited or unsolicited, that are used in any way in the employment selection process.
GR1050-39	**VOLUNTEER SERVICE FILES**	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	
***GR1050-40**	**APPLICATIONS FOR PERMANENT EMPLOYMENT CERTIFICATION (ETA Form 9089)**	Includes applications and supporting documentation, including employment applications, summaries of recruitment efforts, job postings, newspaper advertisements, job orders with the Texas Workforce Commission, and correspondence with the U.S. Department of Labor and attorneys.	Date of filing of application + 5 years.	
***GR1050-41**	**OUTSIDE/SECONDARY EMPLOYMENT AUTHORIZATIONS**	Personnel forms requesting permission to perform at a job outside of the local government.	Date of separation or until superseded + 2 years, as applicable.	
***GR1050-42**	**LICENSE AND DRIVING RECORD CHECKS**		US or date of separation.	**Retention Note:** See item number SD3500-03c for driving record checks of school bus drivers.
***GR1050-43**	**LABOR STATISTICS REPORTS**	Reports providing statistical information on labor force.	3 years.	
***GR1050-44**	**AMERICANS WITH DISABILITIES ACT (ADA) DOCUMENTATION**	Self evaluations and plans documenting compliance with the requirements of the Americans with Disabilities Act.	3 years.	By regulation - 28 CFR 35.105(c).

SECTION 3-2: PAYROLL RECORDS

Retention Note: OTHER ACCOUNTING RECORDS - This section supplements Section 2-2 and schedules financial and accounting records found in most local governments specific to the disbursement of payroll. If a payroll-related record is not scheduled in this section, use Section 2-2 for the comparable record; e.g., payroll fund reconciliations should be retained for FE + 5 years under the retention for Banking Records (see item number GR1025-28).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-50	**DEDUCTION AUTHORIZATIONS**	Documentation used to start, modify, or stop all voluntary or required deductions from payroll, including orders of garnishment or other court-ordered attachments.	4 years after separation or 4 years after amendment, expiration, or termination of authorization, whichever sooner.	
GR1050-51	**DIRECT DEPOSIT APPLICATIONS/ AUTHORIZATIONS**		US or date of separation, as applicable.	
GR1050-52	**EARNINGS AND DEDUCTION RECORDS**			
GR1050-52a	**EARNINGS AND DEDUCTION RECORDS**	A record containing the following payroll information on each employee: name, last known address and social security number, amount of wages paid to the employee for each payroll period, including all deductions, and date of payment.	Retention of any one of the following records for 5 years by school districts or 4 years by other local governments will satisfy the retention requirement: 1) Individual employee earnings card or record that shows earnings and deductions for each pay period. 2) Master payroll register which shows earnings and deductions for each pay period.	By regulation - 20 CFR 404.1225(b) (3) and 40 TAC 815.106(i).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52b	**EARNINGS AND DEDUCTION RECORDS**	A record containing the following minimum pension and deferred compensation information on each employee: name, date of birth, social security number, and amount of pension and deferred compensation deductions.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement: 1) Individual employee earnings card or record as in (a)(1). 2) Employee Service Record (see item number GR1050-12) **if** it contains the prescribed pension and deferred compensation deduction data. 3) Master payroll register, or the final year-to-date register of each calendar year, **if** the register shows **all** persons employed during the year from whose wages, pension, and deferred compensation deductions were made.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52b (continued)	**EARNINGS AND DEDUCTION RECORDS**		4) Pension and deferred compensation deduction register, or the final year-to-date pension deduction register of each calendar year, if the register lists **all** persons employed during the year from whose wages pension and deferred compensation deductions were made. 5) Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period.	
GR1050-52c	**EARNINGS AND DEDUCTION RECORDS**	Master payroll register, including year-to-date registers, **if not used** to satisfy either of the retention requirements set in (a) or (b).	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-52d	**EARNINGS AND DEDUCTION RECORDS**	Subsidiary payroll registers, **if not used** to satisfy either of the retention requirements set in (a) or (b). (1) If data contained in the subsidiary payroll register **is not** contained in the master payroll register. (2) If data contained in the subsidiary payroll register **is** contained in the master payroll register.	FE + 5 years for school districts; FE + 3 years for other governments. AV.	
GR1050-52e	**EARNINGS AND DEDUCTION RECORDS**	Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period, **if not used** to satisfy the retention requirement set in (b).	2 years.	
GR1050-52f	**EARNINGS AND DEDUCTION RECORDS**	Payroll adjustment records, including transaction registers, authorizations, and similar records authorizing and detailing adjustments to payroll records because of overpayment, underpayment, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1050-53	**FEDERAL AND STATE TAX FORMS AND REPORTS**			
GR1050-53a	**FEDERAL AND STATE TAX FORMS AND REPORTS**	Forms used to determine withholding from wages and salaries for payroll tax purposes (W-4 Forms).	4 years after separation or 4 years after form amended, whichever sooner.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for any state forms.
GR1050-53b	**FEDERAL AND STATE TAX FORMS AND REPORTS**	Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll or unemployment taxes (W-2, 1099).	4 years after tax due date or date tax paid, whichever later.	By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for state forms.
GR1050-54	**LEAVE RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-54a	**LEAVE RECORDS**	A record containing a record of the unused accumulated sick leave of each employee **if** (1) all or a percentage of accumulated sick leave is used to calculate length of service and/or (2) accumulated sick leave is creditable to an employee if rehired.	The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement: 1) Individual employee earnings card or record as described in item number GR1050-52a if it also contains accumulated sick leave data. 2) Employee Service Record (see item number GR1050-12) if it contains the accumulated sick leave data prescribed. 3) Copy of the final time summary or leave status report, as noted in (d), of each separated employee.	
GR1050-54b	**LEAVE RECORDS**	Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation.	FE + 5 years for school districts; FE + 3 years for other governments.	By regulation – 29 CFR 825.500.
GR1050-54c	**LEAVE RECORDS**	Leave or hours-to-date registers.	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-54d	**LEAVE RECORDS**	Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees **if they are not used** to satisfy the retention requirement set in (a).	2 years.	
GR1050-55	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents used by payroll officers to create or change information in the payroll records of individual employees **except** deduction authorizations (see item number GR1050-50) and federal tax forms [see item number GR1050-53(a)].		
***GR1050-55a**	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents concerning hiring, termination, transfer, pay grade, position or job title, name changes, etc.	2 years from the date of creation or personnel action involved, whichever is later.	By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. **Retention Note**: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
GR1050-55b	**PAYROLL ACTION OR INFORMATION NOTICES**	Documents concerning adjustments to payroll and leave status.	FE + 3 years.	**Retention Note**: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record.
GR1050-56	**TIME AND ATTENDANCE REPORTS**	Time cards or sheets, including work schedules and documentation evidencing adherence to or deviation from normal hours for those employees working on fixed schedules.	4 years.	By regulation - 40 TAC 815.106(i).
GR1050-57	**TIME CHANGE RECORDS**	Requests and authorizations for overtime, time trading, and other actions that affect normal work time **except** leave requests [see item number GR1050-54(c)].	2 years.	
GR1050-58	**REIMBURSABLE ACTIVITIES, REQUESTS AND AUTHORIZATIONS TO ENGAGE IN**	Requests and authorizations for travel; participation in educational programs, workshops, or college classes; or for other *bona fide* work-related activities in which the expenses of an employee are defrayed or reimbursed.	FE + 5 years for school districts; FE + 3 years for other governments.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1050-59	**WAGE AND SALARY RATE TABLES**			
GR1050-59a	**WAGE AND SALARY RATE TABLES**	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is expressed in dollars.	2 years after last effective date.	By regulation - 29 CFR 516.6(a)(2).
GR1050-59b	**WAGE AND SALARY RATE TABLES**	If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is indicated by grade or step number only.	Date of separation + 75 years.	

PART 4: SUPPORT SERVICES RECORDS

SECTION 4-1: PURCHASING RECORDS

Retention Notes: RELATIONSHIP WITH ACCOUNTS PAYABLE RECORDS **-** In a local government in which purchasing and accounts payable records (see item number GR1025-26) are maintained by the same individual or department, duplicate copies of a record need not be created and/or retained to satisfy the retention requirements of this section if the record is used in documenting both the ordering and procurement of and payment for goods and services. In such instances, retention requirements for accounts payable records prevail over those noted in this section.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01	**BIDS AND BID DOCUMENTATION**			
GR1075-01a	**BIDS AND BID DOCUMENTATION**	Successful bids and requests for proposals, including invitations to bid, bid bonds and affidavits, bid sheets, and similar supporting documentation.	FE of award + 5 years for school districts; FE + 3 years for other governments.	**Retention Note:** If a formal written contract is the result of a successful bid or request for proposal, the successful bid or request for proposal and its supporting documentation must be retained for the same period as the contract. See item number GR1000-25.
GR1075-01b	**BIDS AND BID DOCUMENTATION**	Unsuccessful bids.	2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-01c	**BIDS AND BID DOCUMENTATION**	Requests for informal bid estimates, quotes, or responses from providers for the procurement of goods or services for which state law or local policy does not require the formal letting of bids.	1 year.	
GR1075-01d	**BIDS AND BID DOCUMENTATION**	Requests for information (RFI) preliminary to the procurement of goods or services by direct purchase or bid.	AV after date of direct purchase, issuance of request for bids, or decision not to proceed with the procurement, as applicable.	
***GR1075-02**	**PARTS AND SUPPLIES INVENTORY RECORDS**	Inventories of parts and supplies.	1 year.	
GR1075-03	**PURCHASE ORDER AND RECEIPT RECORDS**			
GR1075-03a	**PURCHASE ORDER AND RECEIPT RECORDS**	Purchase orders, requisitions, and receiving reports.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-03b	**PURCHASE ORDER AND RECEIPT RECORDS**	Purchasing log, register, or similar record providing a chronological record of purchase orders issued, orders received, and similar data on procurement status.	FE + 3 years.	
GR1075-03c	**PURCHASE ORDER AND RECEIPT RECORDS**	Packing slips and order acknowledgments.	AV.	
GR1075-03d	**PURCHASE ORDER AND RECEIPT RECORDS**	Vendor and commodity lists.	US.	
GR1075-04	**W-9 FORM - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION**	W-9 IRS Form used to request a taxpayer identification number (TIN) for reporting information to IRS. This includes W-9 forms received by local governments from vendors.	Date account is opened or date instrument purchased + 3 years.	By regulation - 26 CFR 31.3406(h)-3(g).

SECTION 4-2: FACILITY, VEHICLE, AND EQUIPMENT MANAGEMENT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-15	**ACCIDENT AND DAMAGE REPORTS (PROPERTY)**	Reports of accidents or damage to facilities, vehicles, or equipment **if** no personal injury is involved.	3 years.	**Retention Note:** For accident reports involving personal injury see item numbers GR1000-20 and GR1050-32.
GR1075-16	**CONSTRUCTION PROJECT RECORDS**			
***GR1075-16a**	**CONSTRUCTION PROJECT RECORDS**	Records concerning the planning, design, construction, conversion, or modernization of local government-owned facilities, structures, infrastructure (i.e. electrical lines, underground water lines), and systems, including feasibility, screening, and implementation studies; topographical and soil surveys and reports; architectural and engineering drawings, elevations, profiles, blueprints, and as-builts; inspection and investigative reports; laboratory test reports; environmental impact statements; construction contracts and bonds; correspondence; and similar documentation **except as described in (b), (c) or (d)**.	LA + 10 years.	**Retention Notes: a) Review before disposal; some records may merit PERMANENT retention for historical reasons.** **b)** If a structure, facility, or system is sold or transferred to another person or entity, the local government must retain the original records relating to its construction to fulfill retention requirements. Copies of the records may be given to the person or entity to which the structure, facility, or system is sold or transferred. c) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-16b**	**CONSTRUCTION PROJECT RECORDS**	Records of the types described in GR1075-16a relating to the construction of prefabricated storage sheds, bus shelters, parking lot kiosks, non-structural recreational facilities such as baseball diamonds and tennis courts, and similar structures and facilities.	Completion of the project + 10 years.	**Retention Notes:** a**)** Review before disposal; some records may merit **PERMANENT** retention for historical reasons. Records relating to construction of some of the described structures will have historical value if they are closely associated with a major structure as described in GR1075-16a. For example, records relating to the construction of gazebos, fountains, walls, or statuary located on the grounds of a county courthouse are part of the landscape of the courthouse and its grounds and should be retained **PERMANENTLY**. b) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**. c) If the construction of a structure described in GR1075-16b includes infrastructure (i.e. electrical lines, underground water lines, etc.), records of the infrastructure must be maintained **Life of Asset + 10 years.**
***GR1075-16c**	**CONSTRUCTION PROJECT RECORDS**	Records relating to construction projects described in GR1075-16a and GR1075-16b, that are transitory or of ephemeral relevance, and are not required for maintaining, modifying, and repurposing the building or structure. Records may include, but are not limited to, records of architectural and engineering draft design plans and specifications that precede the signed and sealed versions, , delivery tickets for expendable products, daily work reports, etc.	5 years.	**Retention Note:** Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-16d**	**CONSTRUCTION PROJECT RECORDS**	Line Locate Requests, Call Before You Dig records, or other similar records documenting requests for information regarding locations of the underground cable or utility lines.	Completion of project requiring the locate request + 2 years.	**Retention note:** If damage to utility lines becomes subject to litigation, the locate records must be retained in accordance with GR1000-31 (Litigation Case Files).
GR1075-17	**LOST AND STOLEN PROPERTY REPORTS**		FE + 3 years.	
GR1075-18	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Records documenting the maintenance, repair, and inspection of facilities, vehicles, and equipment.		**Retention Note:** This record group schedules records of maintenance and repair to general-purpose vehicles, office equipment, and office facilities. For retention requirements for the maintenance and repair of specialized vehicles (e.g., police cars, fire trucks, school buses), equipment (e.g., airport runway beacons, traffic lights), or facilities (e.g., wastewater treatment plants) see other commission schedules.
GR1075-18a	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Vehicles and equipment.		
		(1) Routine inspection records.	1 year.	
		(2) Maintenance and repair records.	Life of asset.	**Retention Note:** If a vehicle is salvaged as the result of an accident, the maintenance and repair records for the vehicle must be retained for date of salvage + 1 year.

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-18b	**MAINTENANCE, REPAIR, AND INSPECTION RECORDS**	Facilities.		
		(1) Routine cleaning, janitorial, and inspection work.	1 year.	
		(2) All other facility maintenance, repair and inspection records (including those relating to plumbing, electrical, fire suppression, and other infrastructural systems).	5 years.	**Retention Note:** Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained **PERMANENTLY**.
***GR1075-19**	**SERVICE REQUESTS/WORK ORDERS**	Requests or work order for repairs or maintenance to facilities, vehicles, or equipment.	2 years.	**Retention Note:** If work orders serve as the only form of record documenting repairs to vehicles or equipment [see item number GR1075-18(a)] they must be retained for the life of the vehicle or equipment.
GR1075-20	**USAGE REPORTS**	Reports of usage of facilities, vehicles, and equipment.		
***GR1075-20a**	**USAGE REPORTS**	Any type of usage report (e.g., mileage, fuel consumption, copies run) **if** such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc.	FE + 5 years for school districts; FE + 3 years for other governments.	
***GR1075-20b**	**USAGE REPORTS**	Reservation logs or similar records relating to the use of facilities such as meeting rooms, auditoriums, etc. by the public or other governmental agencies.	2 years.	
***GR1075-20c**	**USAGE REPORTS**	Usage reports compiled for purposes other than those noted in (a) or (b).	1 year.	
GR1075-21	**VEHICLE OR EQUIPMENT ASSIGNMENT RECORDS**	Assignment logs, authorizations, and similar records relating to the assignment and use of government-owned vehicles or equipment by employees.	After return or reassignment + 2 years.	
GR1075-22	**VISITOR CONTROL REGISTERS**	Logs, registers, or similar records documenting visitors to limited access or restricted areas.	3 years.	**Retention Note:** If the visitor control register is needed as part of an investigation it should be retained with the investigation case file PS4125-05.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR1075-23**	**VEHICLE AND EQUIPMENT WARRANTIES**	Warranties for vehicles and equipment.	Expiration of warranty + 1 year.	
GR1075-24	**VEHICLE TITLES AND REGISTRATIONS**	Vehicle titles and registrations of government- owned vehicles.	LA.	
GR1075-25	**SURVEILLANCE VIDEOS**	Video surveillance for, but not limited to, security of property and persons.	AV.	**Retention Note:** If the surveillance video is needed as part of an investigation it should be retained with the investigation case file PS4125-05.
***GR1075-26**	**EQUIPMENT MANUALS**	Equipment manuals, owner's manuals, instructional manuals, or other similar documentation for government owned equipment, **except** for equipment manuals noted elsewhere in this schedule or other schedules adopted by the commission.	LA.	

SECTION 4-3: COMMUNICATIONS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-40	**POSTAL AND DELIVERY SERVICE RECORDS**			
GR1075-40a	**POSTAL AND DELIVERY SERVICE RECORDS**	Meter and permit usage records.	1 year.	
GR1075-40b	**POSTAL AND DELIVERY SERVICE RECORDS**	Registered, certified, insured, and special delivery mail receipts and similar records of transmittal by express or delivery companies.	1 year.	
GR1075-41	**TELEPHONE LOGS OR ACTIVITY REPORTS**	Registers or logs of telephone calls and fax transmissions made and similar activity reports.		
GR1075-41a	**TELEPHONE LOGS OR ACTIVITY REPORTS**	If the log, report, or similar record is used for cost allocation purposes.	FE + 5 years for school districts; FE + 3 years for other governments.	
GR1075-41b	**TELEPHONE LOGS OR ACTIVITY REPORTS**	If the log, report, or similar record is used for internal control purposes other than cost allocation.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR1075-41c	**[WITHDRAWN –SEE GR1075-43]**			
***GR1075-42**	**E-RATE RECORDS**	E-Rate is the Schools and Libraries Program of the Universal Service Fund that provides discounts to schools and libraries for telecommunications and Internet access. E-Rate is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communication Commission (FCC). All records related to the application for, receipt, and delivery of discounted telecommunications and other supported services.	FE + 10 years.	By regulation - 47 CFR 54.516.
***GR1075-43**	**DIRECTORY INFORMATION**	Mailing addresses, telephone or fax numbers, or email addresses, or other contact information maintained by a local government on its employees or persons it serves.	US, expired, or discontinued.	

SECTION 4-4: WORKPLACE SAFETY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-01	**BLOODBORNE PATHOGEN TRAINING RECORDS**	Records of training given to employees with exposure to bloodborne pathogens showing the dates of training sessions, contents or summaries of the sessions, names and job titles of those who received training, and names and qualifications of instructors.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5750-02	**FACILITY CHEMICAL LISTS**	Copies of tier two forms containing information of hazardous chemicals present in local government facilities submitted to the fire chief of the fire department having jurisdiction over the facilities and to the Texas Department of State Health Services as required by Health and Safety Code, Section 506.006.	30 years.	
GR5750-03	**HAZARD COMMUNICATION PLANS**	Plans describing how criteria of the Hazard Communications Act (Chapter 502, Health and Safety Code) with regard to the education and training of employees will be met.	US + 5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-04	**HAZARDOUS MATERIALS TRAINING RECORDS**	Records of training given to employees in a hazard communications program showing the date of each training session, subjects covered during the session, rosters of employees who attended, and the names of instructors.	5 years.	By law - Health and Safety Code, Section 502.009(g).
GR5750-05	**MATERIAL SAFETY DATA SHEETS (MSDS)**	Material safety data sheets (MSDS) supplied to local government employers by manufacturers or distributors of hazardous chemicals.	AV after receipt of updated sheet or the hazardous chemical is no longer present in the local government, as applicable.	
GR5750-06	**WORKPLACE CHEMICAL LISTS**	Lists of hazardous chemicals, including superseded lists, compiled and maintained by local governments in accordance with the Health and Safety Code, Section 502.005.	30 years.	By law - Health and Safety Code, Section 502.005(d). **Retention Note:** State law (Health and Safety Code, Section 502.005(d)) provides that if a local government is dissolved (e.g., a municipality through disincorporation), it shall send the workplace chemical lists in its possession to the director of the Texas Department of State Health Services.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5750-07**	**DISASTER PREPAREDNESS AND RECOVERY PLANS**	Disaster preparedness, continuity of operations, business continuity, or other plans used to prepare for or respond to emergencies or disasters.	US.	

PART 5: INFORMATION TECHNOLOGY RECORDS

Retention Notes: (a) This part establishes retention periods for records essential to the creation, maintenance, and use of electronic records (information recorded in a form for computer processing including data, graphics, digital images, multi-media records, etc.) and records related to computer operations/technical support not covered elsewhere in this schedule. Records in this part may be maintained on whatever medium is appropriate including electronic (on-line, magnetic tape, optical disk, CD-ROM, etc.), paper, and microform.

(b) Other types of records may be maintained electronically that are listed elsewhere in this schedule, such as administrative, fiscal, personnel, and support services records, or in other specialized schedules adopted by the Texas State Library and Archives Commission, such as Local Schedule PS (Records of Public Safety Agencies), Local Schedule HR (Records of Public Health Agencies), etc. The retention period for those electronic records will be as specified under the appropriate records series item number according to the function of the information. For example, if an electronic system were used to maintain encumbrance and expenditure reports, the retention period for these electronic records would be 2 years as specified in item number 1025-04(d). Retention requirements apply to records maintained on all types of electronic systems including mainframe, minicomputer, microcomputer, local-area-network based systems, etc.

(c) Administrative rules of the Texas State Library and Archives Commission (13 TAC 7.71-7.79) require that retention procedures for electronic records with an approved retention of 10 years or more must include provisions for scheduling the disposition of the electronic records as well as related software, documentation, and indexes; and for regular recopying, reformatting, and other necessary maintenance or conversion activities to ensure the retention and stability of electronic records until the expiration of their retention periods.

(d) If automated information is copied to paper or microform to create the official record, the electronic files do not have to be maintained for the full retention period of the record. The added value of electronic files for facilitating retrieval, making queries, providing for automated audit trails, etc., should be carefully reviewed prior to destruction of the electronic files even though there is an official record in another medium.

SECTION 5-1: RECORDS OF AUTOMATED APPLICATIONS

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5800-01	**AUDIT TRAIL RECORDS**	Files needed for electronic data audits such as files or reports showing transactions accepted, rejected, suspended, and/or processed; history files/tapes; records of on-line updates to application files or security logs.	Until audit requirements met.	
GR5800-02	**FINDING AIDS, INDEXES, AND TRACKING SYSTEMS**	Automated indexes, lists, registers, and other finding aids used to provide access to the hard copy and electronic records.	Until the related hard copy or electronic records have been destroyed.	
GR5800-03	**HARDWARE DOCUMENTATION**	Records documenting operational and maintenance requirements of computer hardware such as operating manuals, hardware/operating system requirements, hardware configurations, and equipment control systems.	Until electronic records are transferred to and made usable in a new hardware environment, or there are no electronic records being retained to meet an approved retention period that require the hardware to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc., any hardware documentation required to retrieve and read the records must also be retained for the same period.
***GR5800-04**	**INFORMATION SYSTEM/DATABASE RECORDS**	Relatively long-lived computer files, including databases, containing organized and consistent sets of complete and accurate electronic records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	**Retention Notes:** a) The need to retain "snapshots" of some continuing information systems or databases should be carefully evaluated. For example, if a Geographic Information System has only current mapping information, historical versions of zoning changes would need to be maintained for long-term legal and historical value. b) Records managers should ensure that snapshots which support records on this or other commission schedules are retained for the full retention period of the records they support.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5800-05**	**PROCESSING RECORDS**	Electronic files used to produce or modify an information system or database, including, but not limited to, work files, maintenance and test files, print files, and intermediate input/output records.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	**Retention Note:** Routine or benchmark files used to test system performance and files which facilitate processing of a particular job or system run, but which do not add to, delete from, or substantially modify information in an information system or database need be retained only as long as administratively valuable.
***GR5800-06**	**SOFTWARE PROGRAMS**	Automated software applications and operating system files including job control language, etc.	Until electronic records are transferred to and made usable in a new software environment, or there are no electronic records being retained to meet an approved retention period that require the software to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any software program required to retrieve and read the records must also be retained for the same period.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5800-08**	**TECHNICAL DOCUMENTATION**	Records adequate to specify all technical characteristics necessary for reading or processing of electronic records and their timely, authorized disposition. Includes documentation describing how a system operates and which is necessary for using the system such as user guides, system or sub-system definitions, system specifications, input and output specifications, and system flow charts; program descriptions and documentation such as program flowcharts, program maintenance logs, change notices, and other records that document modifications to computer programs; and data documentation necessary to access, retrieve, manipulate and interpret data in an automated system such as a data element dictionary, file layout, code book or table, and other records that explain the meaning, purpose, structure, logical relationships, and origin of the data elements.	Until electronic records are transferred to and made usable in a new hardware or software environment with new documentation, or there are no electronic records being retained to meet an approved retention period that require the documentation to be retrieved and read.	**Retention Note:** If the retention period of electronic records is extended to meet requirements of an audit, litigation, open records action, etc. any technical documentation required to retrieve and read the records must also be retained for the same period.
***GR5800-09**	**AUTOMATED PROGRAM LISTING / SOURCE CODE**	Automated program code and builds which generate the machine-language instructions used to operate software programs.	Until superseded or software program no longer used, whichever sooner.	

SECTION 5-2: COMPUTER OPERATIONS AND TECHNICAL SUPPORT RECORDS

Retention Note: Not all of the following types of records will be created with all electronic systems. A local government should determine which records are needed according to the type of computer operation in use (mainframe, individual personal computers, networked personal computers, etc.). The records in this section may be maintained electronically (on-line, magnetic tape, optical disk, etc.) or on another medium such as paper or microform provided the approved retention period is met.

Record Number	Record Title	Record Description	Retention Period	Remarks
***GR5825-01**	**SYSTEM SECURITY RECORDS**		.	
***GR5825-01a**	**SYSTEM SECURITY RECORDS**	Records created for security purposes to control or monitor individual access to a system and its data, including but not limited to user account records, security login information, and password files.	US, date of expiration, or date of separation + 2 years, as applicable.	
***GR5825-01b**	**SYSTEM SECURITY RECORDS**	Records used to control and monitor the security of a system and its data, including vulnerability scans, intrusion tests, malicious code detection tests, threat and risk assessments, technical security reviews, patch management logs, intrusion detection logs, firewall logs, and related records. Records documenting incidents and investigations involving unauthorized attempted entry, probes and/or attacks on information systems or networks.	AV.	
GR5825-02	**BATCH DATA ENTRY CONTROL RECORDS**	Forms and logs used to reconcile batches submitted for processing against batches received and processed.	AV after reconciliation confirmed.	
GR5825-03	**CHARGEBACK RECORDS TO DATA PROCESSING SERVICES USERS**	Records used to document, calculate costs, and bill program units for computer usage and data processing services. These records are also used for cost recovery, budgeting, or administrative purposes.	FE + 5 for school districts; FE + 3 years for other local governments.	
GR5825-04	**COMPUTER JOB SCHEDULES AND REPORTS**	Schedules or similar records showing computer jobs to be run and other reports by computer operators or programmers of work performed.	90 days.	
GR5825-06	**DATA PROCESSING PLANNING RECORDS**	Reports, studies, analyses, projections, and similar records concerning the creation, development, or modification of data processing systems and services.	5 years.	**Retention Note:** Review before disposal; some records of this type may merit **PERMANENT** retention for historical reasons.
***GR5825-07**	**[WITHDRAWN – SEE GR5750-07]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-08	**ELECTRONIC MEDIA LIBRARY SYSTEM RECORDS**	Records used to control the location, maintenance, and disposition of media in an electronic media library **except** for records destruction documentation that is maintained permanently (see item number GR1000-40).	Until related records or media are destroyed or withdrawn from the library.	
***GR5825-09**	**DATA ENTRY DOCUMENTS**	Records or forms designed and used solely for data input and control **except** for data entry documents noted elsewhere in this schedule or other schedules adopted by the commission.	Until all data has been entered into the system and, if required, verified.	
GR5825-10	**NETWORK CIRCUITS INVENTORIES**	Records containing information on network circuits used by the government including circuit number, vendor, type of connection, terminal series, software, contact person, and other relevant information about the circuit.	US.	
GR5825-11	**NETWORK IMPLEMENTATION RECORDS**	Records used to implement a computer network including reports, diagrams of network, and wiring schematics.	US.	
***GR5825-12**	**OPERATING SYSTEM AND HARDWARE CONVERSION PLANS**	Records relating to the replacement of equipment or computer operating systems not included elsewhere in this schedule.	2 years after completion of conversion.	
GR5825-13	**OUTPUT RECORDS FOR COMPUTER PRODUCTION**	Reports showing transactions that were accepted, rejected, suspended, and/or processed.	AV.	
***GR5825-14**	**QUALITY ASSURANCE RECORDS**	Information verifying the quality of system, hardware, or software operations including records of errors or failures and the loss of data resulting from such failures, documentation of abnormal termination and of error free processing, checks of changes put into production, transaction histories, and other records needed as an audit trail to evaluate data accuracy.	Until no longer needed as an audit trail.	

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-15	**PROJECT RECORDS**	Records created and used in the development, redesign, or modification of automated systems or applications.		**Retention Note:** Does not include purchasing records for computer software or hardware such as individual personal computers, which are covered in Part 4 of this schedule.
GR5825-15a	**PROJECT RECORDS**	Project management records, design documentation, feasibility studies, justifications, user requirements, etc.	3 years after completion of project.	
GR5825-15b	**PROJECT RECORDS**	Routine status reports, memos, and correspondence.	AV.	
***GR5825-16**	**SYSTEM ACTIVITY MONITORING RECORDS**	Records or logs that monitor and report levels and patterns of individual and organizational usage of system hardware, software application, and internet resources, including but not limited to log in files, system usage files, application usage files, data entry logs, print spool logs, and records of individual computer usage. May also include levels of storage and network/bandwidth traffic and other documentation related to activities for monitoring and ensuring optimal efficiency of system resource use.	AV.	
***GR5825-17**	**[WITHDRAWN – SEE GR1050-28]**			
GR5825-18	**INTERNET COOKIES**	Data resident on hard drives that make use of user-specific information transmitted by the Web server onto the user's computer so that the information might be available for later access by itself or other servers.	AV.	**Retention Note:** The disposal of Internet cookies need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)).
GR5825-19	**HISTORY FILES – WEB SITES**	A record of the documents visited during an Internet session that allows users to access previously visited pages more quickly or to generate a record of a user's progress.	AV.	**Retention Note:** The disposal of Internet history files need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d).

Record Number	Record Title	Record Description	Retention Period	Remarks
GR5825-20	**SOFTWARE REGISTRATIONS, WARRANTIES, AND LICENSE AGREEMENTS**		LA + 3 years.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

Meeting Date: 02/06/2024 Item 13.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE LC
(Revised Second Edition)

RETENTION SCHEDULE FOR RECORDS OF JUSTICE AND MUNICIPAL COURTS

This schedule establishes mandatory minimum retention periods for records that are usually found in justice and/or municipal courts. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records listed in this schedule may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

P. O. Box 12927 • Austin, Texas • 78711-2927 • (512) 463-7610

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period. This includes electronic mail (e-mail), websites and electronic publications.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated prior to the destruction of the record until the completion of the action and the resolution of all issues that arise from it or until the expiration of the retention period of the record, whichever is later.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk (*) in this third edition of Local Schedule LC indicates that the record is either new to this edition, the retention period for the record has been changed for the record, or substantive amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
FE - Fiscal year end
US - Until Superseded

Table of Contents

Part 1: Civil and Criminal Records _____ page 5

Part 2: Inquest Records _____ page 8

Part 3: Vital Statistics Records _____ page 10

Part 4: Miscellaneous Records _____ page 11

Part 5: Juvenile Records _____ page 12

RECORDS OF JUSTICE AND MUNICIPAL COURTS

Retention Note: HISTORIC COURT RECORDS RETENTION REQUIREMENTS - Notwithstanding the retention periods set down in this schedule, the following records must be retained **PERMANENTLY**:

1) all case papers dated 1950 or earlier and trial dockets containing entries dated 1950 or earlier;

2) case papers and trial dockets from any period if the minutes of the case have been lost or destroyed; and

3) case papers in a case from any period that, because of its notoriety or significance, might possess enduring value.

PART 1: CIVIL AND CRIMINAL RECORDS

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2350-01	**APPEAL OR TRANSFER RECORD**	Record or register of cases appealed from a court and/or records of case transfers as a result of an examining trial.	AV.	
LC2350-02	**BAIL BOND RECORDS**	Ledgers or books recording the setting or taking by the court of bail or recognizance bonds.	3 years.	
***LC2350-03**	**CIVIL CASE PAPERS** (including documentation maintained by a court arising from the actions of its judge as a magistrate)			
***LC2350-03a**	**CIVIL CASE PAPERS**	Administrative hearing case papers.	1 year after judgment rendered or proceedings terminated.	
***LC2350-03b**	**CIVIL CASE PAPERS**	Civil case papers (including small claims and scire facias) in cases that were adjudicated which result in a monetary award.	12 years after case closed or issuance of last abstract of judgment or execution.	By law – Texas Property Code, Section 52.006 and Civil Practice and Remedies Code, sections 31.006 and 34.001. **Retention Note:** Civil cases with a judgment in favor of the state or to a state agency must be retained until the judgment is satisfied.

Record Number	Record Title	Record Description	Total Retention	Remarks
***LC2350-03c**	**CIVIL CASE PAPERS**	Civil case papers from cases or actions that did not involve a monetary reward (e.g. forcible detainer)	4 years.	
***LC2350-03d**	**CIVIL CASE PAPERS**	Civil case papers of cases dismissed for want of prosecution, on motion of the plaintiff, or for other reasons within the power of the court.	4 years from date the case was originally filed or upon dismissal, whichever later.	
***LC2350-04**	**CRIMINAL CASE PAPERS** (including documentation maintained by a court arising from the actions of its judge as a magistrate)			
***LC2350-04a**	**CRIMINAL CASE PAPERS**	Criminal case papers (including traffic offenses and violations of municipal ordinances).	5 years from date of final disposition of the case.	
***LC2350-04b**	**CRIMINAL CASE PAPERS**	Papers in cases dismissed for want of prosecution or for other reasons within power of the court.	2 years from date of dismissal.	
***LC2350-04c**	**CRIMINAL CASE PAPERS**	Un-served arrest warrants for criminal offenses within jurisdiction of the court.	4 years after issuance.	**Retention Note:** Prior to the purging and disposal of any un-served arrest warrants under this item number, the warrants must be dismissed by the judge in a manner permitted by law. If a judge dismisses un-served warrants at any time prior to 4 years after issuance, they still must be retained until the expiration of the retention period.
***LC2350-04d**	**CRIMINAL CASE PAPERS**	Examining trial case papers.	AV.	**Retention Note**: If copies of statutory warnings are maintained only as carbons in bound volumes, the volumes must be retained for 5 years after last entry.
***LC2350-05**	**PARKING AND PEDESTRIAN VIOLATION TICKETS**	Parking or pedestrian violation tickets that have been cleared by payment, dismissal, or other action.	6 months.	**Retention Note:** It is an exception to the 6-month retention period that if the tickets are used as vouchers for direct posting to receipt journals or ledgers, the tickets must be retained for FE + 3 years.

Record Number	Record Title	Record Description	Total Retention	Remarks
***LC2350-06**	**DOCKETS AND DOCKET SHEETS**			**Retention Notes**: a) The retention periods in this record group also apply to docket sheets or the record equivalent in purpose to a docket in those courts that do not maintain dockets in bound volumes. b) If any docket listed under (a)-(g) contains records of inquests, it must be retained **PERMANENTLY**.
***LC2350-06a**	**DOCKETS AND DOCKET SHEETS**	Civil docket (including small claims and scire facias).	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
***LC2350-06b**	**DOCKETS AND DOCKET SHEETS**	Criminal docket (including traffic offenses and violations of municipal ordinances).	5 years.	
***LC2350-06c**	**DOCKETS AND DOCKET SHEETS**	Civil and criminal docket (recording cases of both types in one volume).	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
***LC2350-06d**	**DOCKETS AND DOCKET SHEETS**	Administrative hearing docket.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
***LC2350-06e**	**DOCKETS AND DOCKET SHEETS**	Execution docket.	PERMANENT.	By rule of court - Rules of Civil Procedure, Rule 26.
***LC2350-06f**	**DOCKETS AND DOCKET SHEETS**	Examining trial dockets.	5 years.	
***LC2350-06g**	**DOCKETS AND DOCKET SHEETS**	Call dockets or docket sheets or any other working copy or preliminary version of a docket or docket sheet for the use of clerks, bailiffs, or judges before entry of the information into any of the dockets noted under (a)-(f).	AV after entry of information into court docket.	
***LC2350-07**	**FEE BOOKS**	Books or ledgers detailing fees or costs accrued in cases heard by the court and status of payment or waiver of costs or fees, if maintained separately from dockets.	FE + 5 years.	
***LC2350-08**	**JURY RECORDS**			
LC2350-08a	**JURY RECORDS**	Jury venire lists.	1 year.	
***LC2350-08b**	**JURY RECORDS**	Juror information and reply forms.	1 year.	
***LC2350-08c**	**JURY RECORDS**	Returned, undeliverable jury summonses.	1 year.	
***LC2350-09**	**PROCESS LOGS/ PROCESS REGISTERS**	Stub books, carbon books, logs, or registers listing warrants, subpoenas, summonses, or citations issued by or under the authority of the court.	5 years.	
***LC2350-10**	**REPORTS TO STATE AGENCIES**			

Record Number	Record Title	Record Description	Total Retention	Remarks
***LC2350-10a**	**REPORTS TO STATE AGENCIES**	Statistical reports to the Texas Judicial Council.	3 years.	
***LC2350-10b**	**REPORTS TO STATE AGENCIES**	Reports of motor carrier weight convictions (State Comptroller Form 40-132 or equivalent).	AV.	
***LC2350-10c**	**REPORTS TO STATE AGENCIES**	Traffic conviction abstracts and reports of death arising from traffic accidents submitted to the Texas Department of Public Safety.	AV.	
***LC2350-11**	**WITNESS RECORD**	Register of witnesses subpoenaed, attached, or recognized in criminal cases, if maintained separately from the criminal dockets.	5 years.	

PART 2: INQUEST RECORDS

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2375-01	**FIRE INQUEST RECORDS**			
***LC2375-01a**	**FIRE INQUEST RECORDS**	Case papers.	AV.	**Retention Note:** Case papers must be retained PERMANENTLY if not documented in a docket or record book.
LC2375-01b	**FIRE INQUEST RECORDS**	Docket or record.	PERMANENT.	
LC2375-02	**INQUEST RECORDS**			

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2375-02a	**INQUEST RECORDS**	Case papers. (1) Arising from inquests or inquest hearings initiated August 31, 1987 or earlier. (2) Arising from inquests or inquest hearings initiated September 1, 1987 and after.	Destroy at option if the records exist in the District Clerk's Office. PERMANENT.	By law - Code of Criminal Procedure, art. 49.15(b). **Retention Note**: Prior to September 1, 1987 case papers arising from an inquest were forwarded by the justice to the district clerk. Since that date case papers are retained and become a part of the inquest docket or record and only an inquest summary report is forwarded. The only case papers retained by a justice of the peace or other magistrate before September 1, 1987 are likely to be copies of materials forwarded. Creation and retention of copies was not required by law.
LC2375-02b	**INQUEST RECORDS**	Docket or record.	PERMANENT.	By law - Code of Criminal Procedure, art. 49.15(b).
***LC2375-02c**	**INQUEST RECORDS**	Reports of injuries to the Texas Department of State Health Services.	AV.	
***LC2375-03**	**UNIDENTIFIED BODY INFORMATION**	All information pertaining to any unidentified body and the location of burial. (1) If an autopsy is performed and an inquest record exists. (2) If an autopsy is not performed and no inquest record exists.	 10 years. PERMANENT.	By law - Code of Criminal Procedure, Chapter 49.

PART 3: VITAL STATISTICS RECORDS

Retention Notes: a) Since 1927, each justice of the peace precinct serves as a primary registration district for the registry of births and deaths, unless, by agreement, the county clerk assumes primary registration duties. The records in this section arise from the duties of justice of the peace as a local registrar.

b) This section applies to and is binding upon city clerks or secretaries who serve as local registrars of vital statistics.

*c) The permanent retention period established in this schedule and by law for item numbers LC2400-01, LC2400-02, and LC2400-04 is not required for those local registrars who choose to follow the option permitted by Section 191.026(e), provided they do so in accordance with procedures developed by the Vital Statistics Unit of the Texas Department of State Health Services to implement the section.

Health and Safety Code, Section 191.026(e):
(e) The local registrar may, after the first anniversary of the date of registration of a birth, death, or fetal death, destroy the permanent record of the birth, death, or fetal death maintained by the local registrar if:

(1) the local registrar has access to electronic records of births, death and fetal deaths maintained by the vital statistics unit; and

(2) before destroying the records, the local registrar certifies to the state registrar that each record maintained by the local office that is to be destroyed has been verified against the records contained in the bureau's database and that each record is included in the database or otherwise accounted for.

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2400-01	**BIRTH AND DEATH RECORD** (combination of the Birth Record and Death Record)		PERMANENT.	By law - Health and Safety Code, Section 191.026.
LC2400-02	**BIRTH RECORD (REGISTER OF BIRTHS)**	Recorded or bound duplicate copies of birth certificates, delayed birth certificates, or amended birth certificates.	PERMANENT.	By law - Health and Safety Code, Section 191.026.
***LC2400-03**	**BURIAL TRANSIT PERMIT RECORDS**	Stubs, copies, or lists of burial transit permits issued.	3 years.	
LC2400-04	**DEATH RECORD (REGISTER OF DEATHS)**	Recorded or bound duplicate copies of death certificates, fetal death certificates, or amended death certificates.	PERMANENT.	By law - Health and Safety Code, Section 191.026.
LC2400-05	**DISINTERMENT RECORD**			
LC2400-05a	**DISINTERMENT RECORD**	Copies of disinterment permits.	PERMANENT.	
***LC2400-05b**	**DISINTERMENT RECORD**	Applications for permits.	Destroy at option.	Obsolete record.

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2400-06	**NOTIFICATIONS OF DEATH OF PERSONS UNDER 55**	Abstracts, transcripts, or copies of death certificates from the Bureau of Vital Statistics of persons under age 55 (or under 18 prior to May 1987), whose birth certificates are recorded in an office of a local registrar.	Until notation made in Birth Record.	
LC2400-07	**REPORTS OF DEATH**	Reports of death filed by funeral directors or persons acting as such.	Until receipt of death certificate.	
***LC2400-08**	**RECORD OF ISSUANCE OF CERTIFIED COPIES OR ABSTRACTS OF BIRTH AND DEATH RECORDS**	Record of the issuance of certified copies or abstracts of birth and death records showing date issued, document number, name and address of person to whom issued, and form of identification presented by applicant.	3 years from the date issued.	By regulation - 25 TAC 181.28(e). **Retention Note:** The administrative rule of the Texas Department of State Health Services setting the 3 year minimum retention period states that the application form, with the document number inserted, may serve to document the issuance of the copies or abstracts. For those clerks who document the issuance of the copies or abstracts by other means, the applications need be retained only AV after the required information from the application is entered in the alternative record of issuance.

PART 4: MISCELLANEOUS RECORDS

Retention Note: For financial, personnel, or administrative records of a justice or municipal court not listed in this section see Local Schedule GR.

Record Number	Record Title	Record Description	Total Retention	Remarks
LC2425-01	**ACKNOWLEDGMENT RECORD**	Record of acknowledgments or proofs of instruments taken by justices of the peace.	10 years.	
LC2425-02	**COST DEPOSIT RECORDS**	Journals, ledgers, or similar records detailing receipts to and disbursements from monies deposited to cover costs in civil proceedings.	FE + 5 years.	

PART 5: JUVENILE RECORDS

Retention Note: Juvenile court records are subject to sealing under Family Code, Chapter 58, Subchapter C-1. While restricting access to records, sealing does not alter the minimum retention periods in this part nor rescind the authority to lawfully destroy records following the expiration of the retention periods.

Record Number	Record Title	Record Description	Total Retention	Remarks
***LC2450-01**	**VIDEO AND AUDIO RECORDINGS OF JUVENILES**	Interactive video recordings of juvenile detention hearings.	Destroy on the date adjudication hearing ends; 91 days after the recording date if the alleged conduct constitutes a misdemeanor; or 120 days after the recording date if the alleged conduct constitutes a felony, whichever sooner.	By law – Family Code, Section 54.012(c).
***LC2450-02 through LC2450-04**	**[WITHDRAWN]**			
***LC2450-05**	**JUVENILE CASE PAPERS**	Documents relating to juvenile detention, transfer, adjudication, or disposition, including all records transferred to the court by law enforcement or other agencies under sealing orders issued by a court. Case papers for offenses, including traffic offenses and violation of municipal ordinances.	Until the individual is at least 21 years of age.	By law - Family Code, Section 58.264(b)(2).
***LC2450-06**	**[WITHDRAWN]**			
***LC2450-07**	**JUVENILE COURT DOCKET**	List of juvenile cases awaiting action in the court.	5 years.	
LC2450-08	**JUVENILE RECORD (JUVENILE COURT MINUTES)**		PERMANENT.	
***LC2450-09**	**[WITHDRAWN]**			
***LC2450-10**	**JUVENILE INFORMATION SYSTEMS (LOCAL)**	Locally maintained juvenile information databases containing the information required by Family Code, Chapter 58, Subchapter D.	Until electronic records are transferred to and	**Retention Note**: Data concerning an individual contained in the database may

Record Number	Record Title	Record Description	Total Retention	Remarks
			made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	be deleted as permitted by Family Code §58.307(d).
***LC2450-11**	**[WITHDRAWN]**			
****LC2450-12**	**TRUANT CONDUCT FILES**	Documents in the custody of a truancy court or juvenile case manager relating to allegations of truant conduct and prevention or intervention services. This series includes all records transferred from law enforcement or other agencies under a sealing order issued by the court.	Until the individual is 19 or no longer receiving services, whichever later.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

LOCAL SCHEDULE PS
(Revised Fourth Edition)

RETENTION SCHEDULE FOR RECORDS OF PUBLIC SAFETY AGENCIES

This schedule establishes mandatory minimum retention periods for records commonly found in public safety agencies. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records listed in this schedule may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under authority of those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third-degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the expiration of the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records, and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record, as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record, and in which of its divisions or departments it will be maintained. Local governments should establish policies and procedures in their records management programs to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this edition of Local Schedule PS indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV – As long as administratively valuable
CE – Calendar year end
CFR – Code of Federal Regulations
FE – Fiscal year end
LA – Life of asset
TAC – Texas Administrative Code
USC – United State Code
US – Until Superseded

Table of Contents

Part 1: Records Common to Public Safety Agencies _____ page 5
Section 1-1: General Operations Records _____ page 5
Section 1-2: Vehicle, Equipment, and Animal Records _____ page 7
Section 1-3: Personnel Records _____ page 10
Section 1-4: Emergency Communications Records _____ page 12
Section 1-5: Miscellaneous Records _____ page 13
Part 2: Law Enforcement Records _____ page 13
Section 2-1: Arrest and Offense Records _____ page 14
Section 2-2: Incident Records _____ page 18
Section 2-3: Operational Support Records _____ page 20
Section 2-4: Jail Records _____ page 25
Section 2-5: Juvenile Records _____ page 29
Section 2-6: Records of Writs and Process _____ page 33
Section 2-7: Permit Records and Associated Documentation _____ page 34
Section 2-8: Financial Records _____ page 35
Section 2-9: Personnel and Training Records _____ page 36
Section 2-10: Miscellaneous Records _____ page 37
Part 3: Records of County Medical Examiners _____ page 39
Section 3-1: Death Investigation Records _____ page 39

Section 3-2: Laboratory Records _____ page 41
Section 3-3: Miscellaneous Records _____ page 42
Part 4: Records of Firefighting and Emergency Medical Service Agencies _____ page 42
Section 4-1: Fire and Emergency Medical Response Records _____ page 42
Section 4-2: Fire Prevention and Inspection Records _____ page 44
Section 4-3: Apparatus and Equipment Records _____ page 47
Section 4-4: Training Records _____ page 48
Section 4-5: Miscellaneous Records _____ page 49
Part 5: Records of Community Supervision and Corrections (Adult Probation) Departments _____ page 50
Part 6: Records of County, District, and Criminal District Attorneys _____ page 50
Section 6-1: Case Records _____ page 50
Section 6-2: Administrative and Financial Records _____ page 52

RECORDS OF PUBLIC SAFETY AGENCIES

Retention Notes: a) The term "public safety agency" means any local law enforcement, firefighting, emergency medical services, or emergency communications department, district, or office; and the offices of the county medical examiner, district attorney, county attorney, and community supervision and corrections.

b) For administrative, financial, personnel, and support service records not included in this schedule, see Local Schedule GR (Records Common to All Governments).

PART 1: RECORDS COMMON TO PUBLIC SAFETY AGENCIES

Retention Note: This part provides retention periods for records common to two or more of the public safety agencies included in this schedule.

SECTION 1-1: GENERAL OPERATIONS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4025-01	**[WITHDRAWN – SEE GR1000-41]**			
PS4025-02	**DAILY BULLETINS**	Daily bulletins created by a public safety agency providing data on officers or personnel on duty, tasks and vehicles assigned, information concerning special procedures or information (e.g., missing persons, be-on-the-lookout-for, hazardous fire conditions), and other information customary to the operations of a public safety agency.	1 year.	
PS4025-03	**GENERAL AND EMERGENCY ORDERS AND RELATED DOCUMENTATION**			

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4025-03a	**GENERAL AND EMERGENCY ORDERS AND RELATED DOCUMENTATION**	Orders issued by the head of a public safety agency, or deputies possessing requisite authority, establishing policy or standard operating procedures.	US + 5 years.	**Retention Note:** Prior to disposal, orders under (a) and (b) shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY.**
PS4025-03b	**GENERAL AND EMERGENCY ORDERS AND RELATED DOCUMENTATION**	Special orders issued by the head of a public safety agency, or deputies possessing requisite authority, declaring emergencies, ordering evacuations, and similar extraordinary directives.	3 years.	**Retention Note:** Prior to disposal, orders under (a) and (b) shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY.**
PS4025-03c	**GENERAL AND EMERGENCY ORDERS AND RELATED DOCUMENTATION**	Codes of conduct.	PERMANENT.	
PS4025-04	**OPERATIONAL PERMITS AND CERTIFICATIONS**	Permits and certifications from federal or state agencies as required by law or regulation for public safety activities and equipment, and any reports, correspondence, or other documentation bearing on the application for the issuance of or renewal of a permit or certification.		
PS4025-04a	**OPERATIONAL PERMITS AND CERTIFICATIONS**	Granted permits and certifications, and associated documentation.	Expiration or cancellation + 3 years.	
PS4025-04b	**OPERATIONAL PERMITS AND CERTIFICATIONS**	Documentation concerning denied permits.	AV.	
PS4025-05	**[WITHDRAWN – SEE GR1000-41]**			

SECTION 1-2: VEHICLE, EQUIPMENT, AND ANIMAL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4050-01	**AIRCRAFT HISTORY AND MAINTENANCE RECORDS**			
***PS4050-01a**	**AIRCRAFT HISTORY AND MAINTENANCE RECORDS**	Records maintained on each helicopter or fixed-wing aircraft used to document the total time in service of the airframe, each engine, each propeller, and each rotor; the current status of life-limited parts of each airframe, engine, propeller, rotor, and appliance; any major alterations to such engines and devices; when inspections and overhauls last occurred; and documentation of compliance with Federal Aviation Administration (FAA) airworthiness directives.	LA, but see retention note.	By regulation - 14 CFR §91.417(b)(2). **Retention Notes:** a) When an aircraft is sold, all records relating to the aircraft described in (a) must be transferred to the new owner by FAA regulation [14 CFR §91.417(b)(2)]. b) If an aircraft is involved in an accident or incident subject to investigation by the National Transportation Safety Board (NTSB), all records described in (a), and those described in (b) below that have not been destroyed according to the retention period given, must be retained until the NTSB takes custody of the records or a release is granted by an authorized representative of the NTSB. In addition, any records or reports, including internal memoranda, dealing with the accident or incident must be retained until authorized by the NTSB to the contrary [49 CFR §830.10].

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4050-01b**	**AIRCRAFT HISTORY AND MAINTENANCE RECORDS**	Records of maintenance, preventative maintenance, alteration, and the 100-hour, annual, progressive, and other FAA-required or -approved inspections.	Until the work is repeated or superseded by other work, or for 1 year after the work is performed, as applicable.	By regulation - 14 CFR §91.417(b)(1).
PS4050-01c	**[WITHDRAWN – SEE PS4050-01b]**			
PS4050-02	**ANIMAL RECORDS**	Records concerning horses, dogs, or other animals owned by public safety agencies, including records of the acquisition of the animal, its registration and pedigree papers (if applicable), records of training, and its veterinary history.	Until the retirement or sale of the animal + 2 years.	
PS4050-03	**VEHICLE ASSIGNMENT RECORDS**			
PS4050-03a	**VEHICLE ASSIGNMENT RECORDS**	Logs, registers, or similar records documenting the sign-out and use of public safety vehicles by personnel.	2 years.	
PS4050-03b	**VEHICLE ASSIGNMENT RECORDS**	Authorizations for the home storage of public safety vehicles.	Expiration of authorization + 2 years.	
PS4050-04	**VEHICLE HISTORY AND MAINTENANCE RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4050-04a	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Master record on each public safety vehicle (including watercraft) and its apparatus, containing the following: complete description including identification and license numbers; title and registration papers; annual beginning and ending odometer readings; total annual fuel, maintenance, labor, and parts costs; and complete maintenance and inspection history (in summary form showing date and nature of inspection, service, and repair).	LA.	**Retention Notes:** a) This schedule does not require the creation of a vehicle master record of the type described, but if a vehicle master record is not maintained, records containing the prescribed information must be retained for the life of the vehicle. For example, if work orders in (b) are the only record maintained of repairs to public safety vehicles, they must be retained for the life of the vehicle. b) If a public safety vehicle is salvaged as the result of an accident, the vehicle master record or, if one is not created, documents providing the types of information prescribed must be retained for LA + 3 years. c) If a public safety vehicle is sold or given to another public safety agency for use as a public safety vehicle, the vehicle master record may be transferred with the vehicle.
PS4050-04b	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Service requests, work orders, and daily or other periodic activity, inspection, testing, calibration, or inventory reports for public safety vehicles (including watercraft and aircraft), stocks of supplies, and installed equipment.	3 years.	
PS4050-04c-e	**[WITHDRAWN – SEE PS4050-04b]**			
PS4050-04f	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Specifications, circuit diagrams, and similar documents relating to vehicles and their apparatus.	LA.	
PS4050-05	**WEAPONS RECORDS**			
PS4050-05a	**WEAPONS RECORDS**	Records of issuance of weapons to public safety personnel.	Until return of weapon + 3 years.	
PS4050-05b	**WEAPONS RECORDS**	Records of inspection and repair of weapons.	LA.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4050-05c	**WEAPONS RECORDS**	Records documenting the sale, gift, loss, or destruction of public safety weaponry.	3 years.	
PS4050-05d	**WEAPONS RECORDS**	Inventories of weapons.	US + 3 years.	
PS4050-06	**SURVEILLANCE VIDEOS**	Video surveillance for, but not limited to, security of property and persons.	AV.	
***PS4050-07**	**GPS TRACKING RECORDS**	Global Positioning System (GPS) data used to track locations of a government fleet vehicle when such tracking is part of standard operating procedure.	30 days.	**Retention Note:** If used as part of an investigation, retain as part of item number PS4075-01 or PS4125-05.
***PS4050-08**	**PROTECTIVE CLOTHING RECORDS**	Includes bullet-resistant and stab-resistant vests, SWAT equipment, fireproof clothing, and other protective and safety wear.		**Retention Note:** Use GR1075-21 for other personal equipment assigned if it is not listed elsewhere in this schedule.
***PS4050-08a**	**PROTECTIVE CLOTHING RECORDS**	Daily or other periodic reports on the inspection of protective clothing.	3 years.	
***PS4050-08b**	**PROTECTIVE CLOTHING RECORDS**	Inventories of protective clothing.	US.	

SECTION 1-3: PERSONNEL RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4075-01**	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Records documenting the initiation, investigation, and disposition of internal affairs investigations of alleged misconduct by law enforcement officers, fire department personnel, emergency medical services personnel, and other employees subject to internal affairs investigations.		**Retention Notes:** a) Retention periods for this record group date from the completion of the investigation. b) Use GR1050-07 for investigations and reviews conducted by a Firefighters' and Police Officers' Civil Service Commission.
PS4075-01a	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Records of investigation of law enforcement shooting incidents that result in death or injury to any person, including a police officer.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4075-01b**	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Records of investigations that find an officer engaged in misconduct and penalize the officer at or above the level of a written reprimand.	15 years.	
***PS4075-01c**	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Records of investigations that find an officer engaged in misconduct and penalize the officer below the level of a written reprimand, or of investigations whose findings are inconclusive.	5 years, provided a 1 year infraction-free period precedes the date of destruction.	
***PS4075-01d**	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Records of investigations whose allegations are not sustained, or in cases where accusations are determined to be unfounded or the accused is exonerated.	3 years.	
PS4075-01e	**INTERNAL AFFAIRS INVESTIGATION RECORDS**	Written complaints and records of oral complaints received from the public concerning the conduct of law enforcement officers, fire department personnel, and emergency medical personnel that do not lead to an internal affairs investigation.	Determination not to initiate an internal affairs investigation + 2 years.	
PS4075-02	**OFF-DUTY ASSIGNMENT RECORDS**	Records concerning off-duty assignments of public safety personnel, including applications for such assignments.	2 years.	
***PS4075-03**	**CRIMINAL HISTORY CHECKS**	Pre-employment background checks of persons with law enforcement licenses hired as law enforcement officers.	Date of separation + 5 years	By regulation – 37 TAC §217.7(h). **Retention Note:** See GR1050-36 for all other employment related criminal history checks.
***PS4075-04**	**APPLICATIONS FOR DEPUTIES**	Copies of applications submitted to a commissioners court for deputies, assistants, or clerks.	AV.	

SECTION 1-4: EMERGENCY COMMUNICATIONS RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4100-01	**9-1-1 MASTER FILES**	Master file on residents in a 9-1-1 service area containing name, address, 9-1-1 address, telephone number, and other information needed to provide service.	US.	
PS4100-02	**MASTER FILE SOURCE DOCUMENTATION**	Documentation received from telephone companies or other sources used to update information in 9-1-1 master files (see item number PS4100-01).	AV.	
***PS4100-03**	**ANTENNA ILLUMINATION AND TRANSMITTER MEASUREMENT AND REPAIR RECORDS**	Records documenting (1) the monitoring, inspection, and repair of illuminated antenna and antenna-supporting structures; or (2) the repair of transmitters and the measurement of frequency tolerances, power output, and modulation on transmitters authorized to operate with a power output in excess of 2 watts.	1 year.	By regulation - 47 CFR §90.447 (retention); 47 CFR §73.213 (antenna); 47 CFR §90.215 (transmitter).
***PS4100-04**	**COMMUNICATION TAPES AND PRINTOUTS**	Audio recordings and printouts of incoming and outgoing telephone and radio communications.	30 days.	**Retention Note**: Policies and procedures should be in place to identify 9-1-1 recordings with legal or historical value, and either reclassify them into the appropriate records series or retain them **PERMANENTLY** for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4100-05	**DISPATCH REPORTS**	Records created by dispatcher on each call for service, showing date and time call was received, nature of call, and details of action taken in response to call.	2 years.	**Retention Note:** Prior to disposal, dispatch records shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY**.
PS4100-06	**RADIO AND PAGING LOGS**	Listing of each radio call or page from or to a dispatcher, showing date, time, and location of call.	1 year.	
PS4100-07	**[WITHDRAWN – SEE PS4100-03]**			

SECTION 1-5: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4105-09**	**PROTECTED HEALTH INFORMATION REQUESTS**	Authorizations for release of Protected Health Information, including requests by attorneys using the Protected Health Information Form to request run sheets and/or billing sheets for their clients.	Expiration of authorization + 6 years.	By regulation – 45 CFR §164.508; 45 CFR §512(e), (f), (g), and (k)(5).

PART 2: LAW ENFORCEMENT RECORDS

Retention Note: The minimum retention periods in this part, to the extent the records described are created or maintained by the offices or officers named, are binding on sheriffs; constables; municipal police departments; arson investigation units of municipal and county fire agencies; investigators from the offices of district, criminal district, and county attorneys; county park rangers; municipal park and recreational patrolmen and security officers; airport police and security personnel; and persons commissioned as peace officers by the governing bodies of public school districts, junior colleges, water control and improvement districts, port authorities, metropolitan rapid transit authorities, regional transit authorities, and hospital districts. The terms “law enforcement agency,” “law enforcement officer,” or “peace officer,” as used in this schedule, mean the offices, departments, or officers noted above.

The clerk of the district or county court shall receive all evidence except firearms and contraband exhibited in a criminal proceeding at the conclusion of the proceeding and disposition of such evidence according to Code of Criminal Procedure §2.21. Law enforcement agencies receive firearms and contraband from the court reporter during or after the proceeding, and must retain them according to Chapter 18 of the Code of Criminal Procedure.

The Texas Legislature requires retention of certain categories of evidence by law enforcement agencies for retention periods specified in §38.43 (evidence containing biological materials), §38.5 (toxicological evidence of certain toxicological offenses), and Chapter 47 (stolen property).

SECTION 2-1: ARREST AND OFFENSE RECORDS

Retention Notes: a) The record groups described in this section concern adults or juveniles arrested and tried as adults. See Section 2-5 of this schedule for juvenile delinquency records.

b) Arrest and other law enforcement records relating to an individual are subject to expunction under Code of Criminal Procedure §§55.01-55.05. An expunction order overrides any retention period established in this schedule.

c) For the purposes of this section, the term "person" includes a corporation or association.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4125-01	**ACTIVITY LOGS OR DOCKETS**	Logs or equivalent records, usually arranged chronologically or by case, court, or citation number, providing summary data on complaints investigated by law enforcement officers, arrests made, citations issued, accidents investigated, court arraignments, court appearances by officers, and similar activities relating to the arrest or citation of persons or the investigation of offenses.	2 years; or 2 years after last entry if in bound volume.	**Retention Note:** Prior to disposal, activity logs or dockets that are kept in a bound volume shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4125-02**	**ARREST REPORTS**	Arrest reports and fingerprints for each person arrested by the law enforcement agency and charged with a felony or a misdemeanor. (1) Class C misdemeanors and unclassified violations of state law or local ordinance punishable by fine only. (2) All other offenses.	6 months. 75 years, or date of death of individual, if known, whichever sooner.	**Retention Note:** If the arrest report lacks any information listed in Code of Criminal Procedure §60.051(a)(1)-(3) and (b)(1), (3)-(8), documents from PS4125-05 sufficient to provide the missing information must be kept for as long as the retention period of this series. If the person arrested is a juvenile, the law enforcement agency should use item numbers PS4225-06, PS4225-08, or PS4225-10.
***PS4125-03**	**BAIL BOND RECORDS**	Record of bail or recognizance bonds taken by a sheriff or other peace officer pursuant to Code of Criminal Procedure. §§17.20-17.22 and as required by §17.39.	3 years; or 3 years after last entry if in bound volume.	
***PS4125-04**	**VIDEO AND AUDIO RECORDINGS**	Video or audio recordings captured by police officers or as part of an automated enforcement program.		For security camera videos, see GR1075-25.
***PS4125-04a**	**VIDEO AND AUDIO RECORDINGS**	Video or audio recordings from police vehicles of persons on whom charges are not filed.	90 days after the date of the stop.	
***PS4125-04b**	**VIDEO AND AUDIO RECORDINGS**	Video or audio recordings from police vehicles of persons on whom charges are filed or related to an administrative investigation of an officer.	Follow retention period for item number PS4125-05b if charges filed or item number PS4075-01 if officer subject to internal affairs investigation.	
***PS4125-04c**	**VIDEO AND AUDIO RECORDINGS**	Red-light camera videos that do not capture a violation, or for which a notice of violation is not mailed.	30 days.	By law - Transportation Code §707.011(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4125-04d**	**VIDEO AND AUDIO RECORDINGS**	Red-light camera videos that capture a violation.	Date civil penalty paid or 31 days after judgment, whichever sooner.	By law - Transportation Code §707.016.
***PS4125-04e**	**VIDEO AND AUDIO RECORDINGS**	Officer-worn camera videos that do not capture a violation, use of deadly force by an officer, or are otherwise unrelated to an administrative or criminal investigation of an officer.	90 days.	By law - Occupations Code §1701.655(b)(2).
***PS4125-04f**	**VIDEO AND AUDIO RECORDINGS**	Officer-worn camera videos that capture use of deadly force by an officer, are otherwise related to an administrative or criminal investigation of an officer, or capture a violation by any person.	Follow retention periods for items PS4075-01 or PS4125-05, as appropriate, but not less than 90 days.	By law - Occupations Code §1701.660(a).
***PS4125-05**	**OFFENSE INVESTIGATION RECORDS**	Offense and supplemental offense reports; investigation reports and notes; witness statements; latent fingerprints; results of chemical analysis and polygraph tests; crime scene, mug shot, and other photographs; laboratory reports; arrest reports (Class C misdemeanors only); citations; affidavits; criminal processes; victim impact statements; subpoenas; and other records of a law enforcement agency relating and customary to the investigation of criminal offenses or other violations of state law or local ordinance.		
PS4125-05a	**OFFENSE INVESTIGATION RECORDS**	Cases not cleared.	Until the statute of limitations has expired.	By law – Code of Criminal Procedure, Chapter 12.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4125-05b**	**OFFENSE INVESTIGATION RECORDS**	Cases in which an arrest is made or a citation issued, and a law enforcement agency has certain knowledge of the pretrial or adjudicated disposition of an arrested or cited person, and considers the case to have been cleared by the conviction or acquittal of the person arrested or cited, by the dismissal of charges against the person, or by the entry on the record of a court by a prosecuting attorney of a nolle prosequi. Copies of notices or other processes that provide certain knowledge of the pretrial or adjudicated disposition to the law enforcement agency should be kept with the offense investigation report for the full retention period. (1) Class C misdemeanors and unclassified violations of state law or local ordinance punishable by fine only (including arrest reports and citations). (2) Class A and B misdemeanors and state jail felonies. (3) Second- and third-degree felonies. (4) First-degree and capital felonies.	6 months. 2 years. 10 years. 50 years.	**Retention Note:** a) Retention periods date from date of arrest or citation, and are based on the highest classification of offense for which a person is arrested and charged or, if applicable, the highest classification of offense for which a person is tried, whichever the lesser classification. b) Copies of documents in offense investigation records, the originals of which are maintained by, filed with, or returned to a court or another state or local law enforcement agency, need be retained only as long as administratively valuable. c) For any classification of offense, records can be destroyed after death of individual if death occurs before retention period expires.
PS4125-06	**RAP SHEETS**	Copies of rap sheets received from the Texas Department of Public Safety or other law enforcement agencies.	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4125-07	**STATUTORY WARNING TAPES**	Tapes of appearances of arrested persons before magistrates via two-way closed circuit television for the purposes of statutory warnings in accordance with Code of Criminal Procedure §15.17.	The date the pretrial hearing ends; the 91st day after the date on which the recording was made if the person is charged with a misdemeanor; or the 120th day after the date on which the recording was made if the person is charged with a felony, whichever soonest.	By law - Code of Criminal Procedure §15.17(a).

SECTION 2-2: INCIDENT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4150-01	**ACCIDENT REPORTS**	Records relating to traffic accidents, including accident reports, supplemental accident reports, photographs, correspondence, and related documentation.		
***PS4150-01a**	**ACCIDENT REPORTS**	Originals.	Send to the Texas Department of Transportation.	By law - Transportation Code §550.062.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4150-01b	**ACCIDENT REPORTS**	Copies. 1) Accident reports in which no arrest is made. 2) Accident reports in which an arrest is made.	 AV. A **copy** of the accident report must be retained for the appropriate retention period under item number PS4125-05(b).	
PS4150-02	**[WITHDRAWN – SEE PS4150-07]**			
PS4150-03	**DEATH IN CUSTODY REPORTS**	Copies of reports submitted by a sheriff or the director of a law enforcement agency to the Attorney General concerning the deaths of persons while in the custody of a peace officer or while confined in jail.	3 years.	
PS4150-04	**[WITHDRAWN – SEE PS4150-07]**			
PS4150-05	**FIELD INTERROGATION REPORTS**	Reports on persons stopped and interrogated in the field because of suspicious behavior.	AV.	
PS4150-06	**[WITHDRAWN – SEE PS4150-07]**			
***PS4150-07**	**INCIDENT REPORTS**	Reports created or received by law enforcement agencies concerning incidents or complaints that do not become part of arrest and offense investigation reports (see item numbers PS4125-02 and PS4125-05). This series includes: copies of child abuse reports; family violence reports; gunshot wound reports; and other incident reports that, after investigation, do not appear to involve the commission of a crime.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4150-08	**MISSING AND UNIDENTIFIED PERSONS FILES**	Reports on missing children and adults, requests for investigation, photographs, fingerprints, dental records, x-rays, notifications of possible matches, and similar documents relating to the location of missing children and adults, including similar records relating to unidentified bodies found and reported to the law enforcement agency.	Date person located or body identified + 3 years.	**Retention Note:** If the location of the person or the identification of a body leads to a criminal investigation by the law enforcement agency, the records described must be retained for the same period as arrest and offense investigation records (see item numbers PS4125-02 and PS4125-05).
PS4150-09	**WARNING CITATIONS**	Warning citations issued for violations of motor vehicle laws or for those violations of the penal code (e.g., criminal trespass) in which the issuance of warning citations is customary.	AV.	
***PS4150-10**	**INCIDENTS ON DUTY REPORTS**	Records related to incidents that occur on duty and require the officer to file a report, such as use of force, fleet accident, or pursuit reports.	3 years or, if applicable, include in PS4075-01 or PS4125-01.	**Retention Note:** For officer-worn camera videos showing use of deadly force by an officer, must use PS4125-04f.

SECTION 2-3: OPERATIONAL SUPPORT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4175-01	**CHEMICAL BREATH TEST RECORDS**	Logs, test records, operational checklists, and similar records relating to the administration of chemical breath tests.	2 years.	
***PS4175-02**	**CRIMINAL INTELLIGENCE AND ANALYSIS FILES**	Records created and maintained to anticipate, prevent, or monitor possible criminal activity, including crime pattern, crime analysis, and modus operandi reports; forecasts; evaluation reports; investigation recommendations; reports on movements of known offenders; information on confidential informants; and messages and alerts from other agencies.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4175-02a**	**CRIMINAL INTELLIGENCE AND ANALYSIS FILES**	Information related to the investigation or prosecution of criminal activity engaged in by a person, other than a child, who has not been arrested for criminal activity reportable to the Texas Department of Criminal Justice under Code of Criminal Procedure, Chapter 60.	AV, but not longer than 5 years.	By law - Code of Criminal Procedure §61.06. **Retention Note:** In determining whether information is required to be removed, the 5 year period does not include any period during which the individual who is the subject of the information is confined in a correctional facility of the Texas Department of Criminal Justice, the Juvenile Justice Department, or in a county jail or a facility operated by a juvenile board in lieu of confinement in a TDCJ or JJD facility.
***PS4175-02b**	**CRIMINAL INTELLIGENCE AND ANALYSIS FILES**	Information related to the investigation or prosecution of criminal activity engaged in by a child who has not been arrested for criminal activity reportable to the Texas Department of Criminal Justice under Code of Criminal Procedure, Chapter 60, or taken into custody for delinquent conduct reported to the department under Family Code, Chapter 58.	AV, but not longer than 2 years.	By law – Code of Criminal Procedure §61.07**.** **Retention Note:** In determining whether information is required to be removed, the 2-year period does not include any period during which the subject of the information is committed to the JJD for conduct that violates a penal law of the grade felony or is confined by the TDCJ.
PS4175-02c	**CRIMINAL INTELLIGENCE AND ANALYSIS FILES**	Lists of known modus operandi, dossiers of known offenders, and similar compilations of criminal intelligence prepared by local law enforcement.	AV.	
***PS4175-03**	**FINGERPRINTS – OTHER THAN ARREST RECORDS AND OFFENSE INVESTIGATIONS**	Fingerprint records, maintained in paper or on automated systems, of suspects, known offenders, persons submitting fingerprints as part of a professional license application, etc.	AV.	**Retention Note:** For fingerprint records that are part of an arrest report, see item number PS4125-02.
PS4175-04	**FUGITIVE REPORTS**	Certified reports submitted by a sheriff to the Adjutant General (1887-1965) or to the Texas Department of Public Safety (1965-current) on persons who have fled the jurisdiction and are under indictment for a felony.	AV.	**Retention Note:** Prior to disposal, fugitive reports shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY**.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4175-05	**LAW ENFORCEMENT INFORMATION DISSEMINATION, INQUIRY, AND RECEIPT RECORDS**	Reports, logs, and other records pertinent to documenting the dissemination of criminal histories and other information to law enforcement or other agencies through crime information networks (e.g., TCIC, NCIC), or by other methods, and similar records documenting inquiries for and the receipt of information.		
PS4175-05a	**LAW ENFORCEMENT INFORMATION DISSEMINATION, INQUIRY, AND RECEIPT RECORDS**	Records of the dissemination of criminal histories.	3 years.	
***PS4175-05b**	**LAW ENFORCEMENT INFORMATION DISSEMINATION, INQUIRY, AND RECEIPT RECORDS**	Records of communication between law enforcement agencies by teletype and other means that are not made part of an offense investigation report (PS4125-05) or other series on this schedule. Examples include: records of the dissemination of information other than criminal histories (e.g. missing persons, stolen property); records of inquiries for and receipt of information, including criminal histories; records received on persons wanted by other law enforcement agencies; and administrative messages received through TCIC/NCIC or other networks.	AV.	
***PS4175-05c-d**	**[WITHDRAWN – SEE PS4175-05b]**			
PS4175-06	**MUG BOOKS**	Photographs or photograph albums of known offenders used by crime victims or witnesses for identification.	AV.	
PS4175-07	**PAWN SHOP TICKETS**	Copies of pawn shop tickets provided to a law enforcement agency.	AV.	
***PS4175-08**	**POLYGRAPH EXAMINATION RECORDS**	Polygraph charts, question sheets, reports of examination results, data sheets, films, audio and video of examinations, opinions from the examiner of chart analysis, and other records pertinent to a polygraph examination.	2 years.	By regulation - 16 TAC §88.79(a). **Retention Note:** If a report of the results of a polygraph examination is placed in offense investigation records (see item number PS4125-05), it must be retained for the retention period for those records.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4175-09**	**PROPERTY RECORDS**	Reports, logs, property cards, receipts, notices, and similar records documenting the receipt, processing, chain of custody, and disposition by return, destruction, or sale of evidential, stolen, abandoned, unclaimed, impounded, or recovered property, including motor vehicles, by a law enforcement agency.	FE of return or disposal of property + 3 years.	**Retention Notes:** a) Any records in this series must be retained for FE + 5 years if they serve to document the collection of sales tax due to the State Comptroller of Public Accounts. b) Pursuant to Code of Criminal Procedure §47.04, some stolen property may be returned to its owner by court order, on the condition the property is made available for evidentiary purposes. Retain records of such property for FE of final adjudication + 3 years.
***PS4175-10**	**SEX OFFENDER REGISTRATION RECORDS**	All documentation relating to the registration with a municipal police department or a sheriff's office of sex offenders for reportable convictions or adjudication pursuant to the Texas Code of Criminal Procedure, Chapter 62.	Until duty to register expires or sex offender's death, whichever sooner.	**Retention Note:** Expiration of duty to register is described in Code of Criminal Procedure §62.101. Early termination of the duty for certain persons is described in §§62.401-62.408. When a person is no longer required to register as a sex offender, all information about the person must be removed from the sex offender registry. Code of Criminal Procedure §62.251.
PS4175-11	**SPECIAL WATCH RECORDS**	Informational forms or lists provided to officers of businesses or residences needing special watch, including requests from the public for such watches.	AV.	
PS4175-12	**STOLEN PROPERTY RECORDS**	Cards, lists, or logs providing an abstract record of stolen property, including stolen vehicles, usually including a description of the item or vehicle, place and date stolen, serial numbers, and similar information.	AV.	
***PS4175-13**	**[WITHDRAWN – SEE PS4175-05b]**			
PS4175-14	**UNIFORM CRIME REPORTS**	Copies of uniform crime reports submitted to the Texas Department of Public Safety.		
PS4175-14a	**UNIFORM CRIME REPORTS**	Monthly reports.	3 years.	
PS4175-14b	**UNIFORM CRIME REPORTS**	Annual reports.	PERMANENT.	
PS4175-16	**PROTECTIVE ORDERS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4175-16a**	**PROTECTIVE ORDERS**	Emergency protective orders issued by magistrates under authority of Code of Criminal Procedure §17.292.	Date order expires according to its terms.	By law - Code of Criminal Procedure §17.292(j).
***PS4175-16b**	**PROTECTIVE ORDERS**	Protective orders (original and modified) issued pursuant to Family Code, Chapter 85, including notices of vacation of orders.	Date of receipt of notice of vacation of order, or date order expires according to its terms, whichever sooner.	By law - Family Code §85.025. **Retention Note:** If the person who is the subject of the protective order is confined or imprisoned on the date the order would expire, the order is extended and expires on: 1) the 1st anniversary of the date the person is released from confinement or imprisonment if sentenced to a period of more than 5 years, or 2) the 2nd anniversary of the date the person is released if sentenced to a period of 5 years or less.
PS4175-16c	**PROTECTIVE ORDERS**	Periodic lists of persons under protective orders.	US.	
***PS4175-17**	**STATEMENTS AND REPORTS OF HANDGUN SALES**	Statements made by persons who wish to have handguns sold, transferred, or delivered to them.		
***PS4175-17a**	**STATEMENTS AND REPORTS OF HANDGUN SALES**	Statements and any associated documentation of those to whom the sale, transfer, or delivery of a handgun would not violate federal or state law.	**Must** be destroyed within 20 business days from the date the statement was signed.	By law - 18 USC. §922(s)(6)(B)(i).
***PS4175-17b**	**STATEMENTS AND REPORTS OF HANDGUN SALES**	Statements and any associated documentation of those to whom the sale, transfer, or delivery of a handgun would violate federal or state law.	3 years.	
***PS4175-17c**	**STATEMENTS AND REPORTS OF HANDGUN SALES**	Includes ATF Forms 5300.35 and 3310.4 reporting to law enforcement the ownership and transfer of handguns.	Date notice of intent forwarded to chief law enforcement officer or date of the sale of disposition + 5 years.	By regulation – 27 CFR §478.129(c).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4175-18	**CONCEALED HANDGUN RECORDS**			
PS4175-18a	**CONCEALED HANDGUN RECORDS**	Lists of persons who possess concealed handgun permits submitted by the Texas Department of Public Safety to county sheriffs and other law enforcement agencies on request.	US or obsolete.	
PS4175-18b	**CONCEALED HANDGUN RECORDS**	Copies of reports submitted by law enforcement agencies to the Texas Department of Public Safety as required by 37 TAC §6.119 regarding reportable incidents involving holders of concealed handgun permits that do not become part of arrest and offense investigation records (see item numbers PS4125-02 and PS4125-05).	2 years.	Obsolete record. 37 TAC §6.119 was repealed on 12/25/2003. These records are no longer required to be submitted to the Texas Department of Public Safety.
***PS4175-19**	**HELP END AUTO THEFT (HEAT) RECORDS**	Records of persons enrolling in the Help End Auto Theft (HEAT) program, including registration forms and written notices of cancellation from participants indicating that the title to a registered vehicle has been transferred or that they no longer wish to participate in the program.	4 years or upon receipt of cancellation notice, whichever sooner.	Obsolete record. HEAT program discontinued 12/31/2013. Registrants instructed to remove HEAT decals from vehicles immediately.
***PS4175-20**	**DNA COLLECTION RECORDS**	DNA records of a person released on bail and those charged with, placed on community supervision for, or convicted of certain offenses.	Date of collection + three years, unless a court orders differently.	By regulation – 37 TAC §28.127(c). **Retention Note:** See 37 TAC §28.123 for a complete list of individuals eligible for DNA collection.
***PS4175-21**	**AUTOMATED LICENSE PLATE READER (ALPR) INFORMATION**	Records related to the use of Automated License Plate Reader Information mobile or stationary camera systems to read and crosscheck license plates against warrant and stolen vehicle reports, track vehicle movements, and other functions.	AV.	

SECTION 2-4: JAIL RECORDS

Retention Note: Some of the records in this section are maintained by sheriffs only, as chief jailers of a county. However, the retention periods in this section are binding on other law enforcement agencies if they operate a jail or have holding cells, and create or maintain records of the types described, unless the description of the record clearly confines the application of the retention period to county jails only.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4200-01	**HEADCOUNT AND OTHER PERIODIC INSPECTION REPORTS**	Periodic watch reports or checklists of all prisoners incarcerated, and other visual checks of jail property and prisoners.	1 year.	
PS4200-02	**JAIL INCIDENT REPORTS**	Reports of incidents that result in physical harm, or a serious threat of physical harm, to an employee, inmate of a jail, or other person, and reports of investigations of such incidents, showing names of persons involved, description of incident, actions taken, and date and time of the occurrence.	5 years.	**Retention Note:** If a jail incident results in a criminal investigation and arrest, the reports must be retained for the retention periods prescribed in item numbers PS4125-02 and PS4125-05, as applicable.
PS4200-03	**JAIL INSPECTION AND OPERATION REPORTS AND LOGS**	Inspection reports of a jail and various aspects of its operation, and logs or calendars of such inspections, except records of the types described included in other record groups in this part.		
PS4200-03a	**JAIL INSPECTION AND OPERATION REPORTS AND LOGS**	Daily and weekly reports.	2 years.	
PS4200-03b	**JAIL INSPECTION AND OPERATION REPORTS AND LOGS**	Monthly or other periodic reports compiled on a sub-annual basis not included in (a).	3 years.	
PS4200-03c	**JAIL INSPECTION AND OPERATION REPORTS AND LOGS**	Annual reports.	PERMANENT.	
PS4200-04	**JAIL OPERATIONAL PLANS**	Written plans required of sheriffs by the rules of the Texas Commission on Jail Standards relating to the operations of a county jail on life safety, prisoner classification, the provision of medical services, staffing, sanitation, prisoner discipline, prisoner grievance procedures, prisoner education and rehabilitation, prisoner privileges, the processing of female prisoners, and such other plans as the commission may require.	US + 5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4200-05**	**JAIL POPULATION REPORTS**	Monthly county jail population reports submitted to a district or county attorney, pursuant to Code of Criminal Procedure §2.19, and to the Texas Commission on Jail Standards, pursuant to Government Code §511.0101.	2 years.	**Retention Note:** Prior to disposal, jail population reports shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY**.
PS4200-06	**JAIL REGISTER**	A summary record, in some form, of each person committed to a jail, showing at a minimum the name and gender of the person, intake number, the reason for their commitment or confinement, and the date of their release or transfer.		
PS4200-06a	**JAIL REGISTER**	County jail registers.	PERMANENT.	
PS4200-06b	**JAIL REGISTER**	Registers for all other local jails.	2 years.	
PS4200-07	**PRISONER CONDUCT AND DISCIPLINARY RECORDS**	Records relating to the conduct of or disciplinary action taken with regard to each prisoner, including records of good-time credit earned and notices and reports issued by a disciplinary hearing panel.	Release or transfer of prisoner + 2 years.	
PS4200-08	**PRISONER COUNSELING RECORDS**	Records relating to the counseling of prisoners.		
PS4200-08a	**PRISONER COUNSELING RECORDS**	Records of psychological or psychiatric testing and counseling, alcohol or substance abuse counseling, or any counseling concerning medical matters.	Release or transfer of prisoner + 7 years.	By law – 22 TAC §465.22 and 22 TAC §165.1.
PS4200-08b	**PRISONER COUNSELING RECORDS**	Records of counseling of individual prisoners not noted in (a).	Release or transfer of prisoner + 2 years.	
PS4200-08c	**PRISONER COUNSELING RECORDS**	Administrative records of jail counseling programs.	3 years.	
PS4200-09	**PRISONER GRIEVANCE RECORDS**	Written grievances from prisoners, and records of decisions of grievance boards.	Release or transfer of prisoner + 2 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4200-10	**PRISONER INCARCERATION RECORDS**	Documentation on the commitment, transport, transfer, or release of each prisoner incarcerated, including personal and classification data sheets; forms used for booking-in and booking-out; and copies of court commitment, transfer, or release orders or similar documents that purport to legally authorize a person's confinement.	Release or transfer of the prisoner + 2 years.	See also item number PS4200-06.
PS4200-11	**PRISONER MEDICAL RECORDS**	Records relating to the medical condition of and medical treatment given to each prisoner, including medical screening reports, medical isolation reports, reports by physicians or allied health personnel, and records of medications given or medical procedures administered.	Release or transfer of prisoner + 7 years.	By regulation - 22 TAC §165.1.
PS4200-12	**PRISONER PROPERTY INVENTORIES AND RECEIPTS**	Records documenting the receipt or confiscation of personal property from prisoners upon commitment, and the return of non-confiscated property to prisoners upon release.	Release or transfer of prisoner + 2 years.	
PS4200-13	**PRISONER TELEPHONE AND VISITOR RECORDS**			
PS4200-13a	**PRISONER TELEPHONE AND VISITOR RECORDS**	Logs or similar records of prisoner requests to make phone calls, usually showing date of request, name of prisoner, and whether request was granted or denied.	1 year, or 1 year after last entry, if in bound volume.	
PS4200-13b	**PRISONER TELEPHONE AND VISITOR RECORDS**	Logs, visitor cards, and similar records documenting visits to prisoners.	1 year, or 1 year after last entry, if in bound volume.	
***PS4200-14**	**PRISONER TRANSFER RECORDS**	Copies retained by a sheriff of any of the documents required to accompany the transfer of a prisoner from a county jail to the Texas Department of Criminal Justice, as provided by Code of Criminal Procedure§42.09(8)(a).	Date of transfer + 1 year.	By regulation – 37 TAC §269.13. **Retention Note:** There is an exception to the retention period for this records series. If a sheriff's department making a prisoner transfer also made the arrest, the original of the arrest report, as required by Code of Criminal Procedure §42.09(8)(a)(6), must be retained for the retention periods set forth on item number PS4125-02.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4200-15	**TEXAS COMMISSION ON JAIL STANDARDS, ANNUAL REPORTS TO**	Copies of annual reports on jail conditions submitted by a sheriff to the Texas Commission on Jail Standards.	PERMANENT.	
PS4200-16	**TEXAS COMMISSION ON JAIL STANDARDS, INSPECTION REPORTS AND NOTICES OF**	Reports, either annual or at more frequent intervals, of inspections of a county jail by representatives of the Texas Commission on Jail Standards, and any notices of noncompliance, remedial orders, and copies of deficiency correction reports submitted by a sheriff to the commission.	PERMANENT.	
***PS4200-17**	**VIDEO AND AUDIO RECORDINGS OF PRISONERS**	Video and audio recordings of prisoners in cells or other areas of a jail or holding facility, and audio recordings of prisoner phone calls.	30 days.	
***PS4200-18**	**COMMISSARY RECORDS**	Records related to operating a facility's commissary, including prisoner accounts.	FE + 3 years.	By regulation - 37 TAC §269.1(2).
***PS4200-19**	**PRISONER EDUCATION RECORDS**	Records related to vocational, academic, reading, or job training plans, including GED programs, available for prisoners.	Release or transfer of prisoner + 2 years.	By regulation - 37 TAC §287.1.
PS4200-20	**ACCESS TO LEGAL MATERIALS**			
PS4200-20a	**ACCESS TO LEGAL MATERIALS**	Requests for additional access to the law library, notices of legal research material suspension, and requests for court forms.	2 years.	
PS4200-20b	**ACCESS TO LEGAL MATERIALS**	Records related to visiting and accessing law library materials including logs for visiting the law library, inter-library loan requests, court citator requests, and other requests for law library materials.	3 years.	
PS4200-21	**RECREATION AND OUTDOOR LOGS**	Logs and other records reporting prisoners receiving recreation and outdoor time.	3 years.	

SECTION 2-5: JUVENILE RECORDS

Retention Note: Records maintained by law enforcement, prosecutors, and juvenile probation departments relating to investigating offenses committed by juveniles, taking them into custody, prosecution, or otherwise created or received while a juvenile is under the custody or control of a juvenile justice system are subject to sealing under Family Code, Subchapter C-1. While restricting access to records, sealing does not alter the minimum retention periods in this section nor rescind the authority to lawfully destroy records following the expiration of the retention periods.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4225-05	**VIDEO AND AUDIO RECORDINGS OF JUVENILES**	Video recordings of juveniles made for non-surveillance purposes.		For surveillance, *see* item GR1075-25.
***PS4225-05a**	**VIDEO AND AUDIO RECORDINGS OF JUVENILES**	Interactive video recordings of a juvenile detention hearing.	Destroy on the date adjudication hearing ends; 91 days after the recording date if the alleged conduct constitutes a misdemeanor; or 120 days after the recording if the alleged conduct constitutes a felony, whichever sooner.	By law - Family Code §54.012(c).
***PS4225-05b**	**VIDEO AND AUDIO RECORDINGS OF JUVENILES**	Video recordings of children in custody who are requested to take a breath specimen test.	Until the disposition of any proceeding against a child relating to the arrest is final.	By law - Family Code §52.02(d).
PS4225-06	**JUVENILE CASE FILES**	Offense reports, disposition reports, fingerprints, photographs, video and audio recordings, arrest reports and other records relating to the investigation of an alleged offense committed by a juvenile and taking of the juvenile into custody.		
***PS4225-06a**	**JUVENILE CASE FILES**	Case files in which the juvenile is made subject to informal discipline	Must be destroyed upon completion of informal disposition.	By law- Family Code §58.001(c).
***PS4225-06b**	**JUVENILE CASE FILES**	Case files and copies of notices to parents by a law enforcement officer referring a child to a first offender program	Must be destroyed after the 90th day after the date the	By law - Family Code §58.001(c).

Record Number	Record Title	Record Description	Retention Period	Remarks
			juvenile successfully completes the first offender program.	**Retention Note:** If the case is referred to juvenile court per Family Code § 52.031(j), these records are transferred to PS4225-06d.
***PS4225-06c**	**JUVENILE CASE FILES**	Case files in which the juvenile is not referred to a juvenile court, placed in a first offender program, or made subject to informal disposition within 10 days of being taken into custody or in which the court orders destruction because of a no probable cause determination.	Destroy immediately.	By law - Family Code §58.001(c), 58.263.
***PS4225-06d**	**JUVENILE CASE FILES**	Case files for offenses in which the juvenile is referred to juvenile court:		
		1. The most serious allegation adjudicated was conduct indicating a need for supervision; or the referral or information did not relate to conduct indicating a need for supervision or delinquent conduct and the juvenile court or the court's staff did not take action of the referral or information for that reason.	Until the individual is at least 18 years of age.	By law – Family Code §58.264(b)(1).
		2. The most serious allegation adjudicated was delinquent conduct that violated a penal law of the grade of misdemeanor; or the most serious allegation was delinquent conduct that violated a penal law of the grade of misdemeanor or felony and there was not an adjudication.	Until the individual is at least 21 years of age.	By law – Family Code §58.264(b)(2).
		3. The most serious allegation adjudicated was delinquent conduct that violated a penal law of the grade of felony.	Until the individual is at least 31 years of age.	By law – Family Code §58.264(b)(3).
		4. If the juvenile was tried as an adult or was adjudged delinquent based on the violation of a penal law of the grade of felony and was sentenced to the Texas Juvenile Justice Department with a transfer to the Texas	Follow the retention periods for item number PS4125-05.	

Record Number	Record Title	Record Description	Retention Period	Remarks
		Department of Criminal Justice under determinate sentencing procedures.		
PS4225-07	**ANNUAL JUVENILE REPORTS**	Annual reports prepared by a law enforcement agency about the operation of certain juvenile programs.		
***PS4225-07a**	**ANNUAL JUVENILE REPORTS**	Reports sent to the office or official designated by the juvenile board of a county on the number and kind of informal dispositions made.	2 years.	
***PS4225-07b**	**ANNUAL JUVENILE REPORTS**	Reports sent to the juvenile board containing information required about participation in a first offender program.	2 years.	
***PS4225-08 through PS4225-11**	**[WITHDRAWN – SEE EDITION CHANGES]**			
***PS4225-12**	**STATUTORY WARNINGS**	Copies of statutory warnings, and notices filed with the law enforcement agency that employs the officer.	2 years.	
***PS4225-13**	**[WITHDRAWN – USE PS4225-06]**			
***PS4225-14**	**FINGERPRINTS AND PHOTOGRAPHS OF JUVENILES**			**Caution:** Records Management Officers should ensure regular disposition of these records to comply with annual certification required by Family Code §58.002(b)
		1. Fingerprints and photographs of juveniles not taken into custody, but with the written consent of a parent or guardian.	Until the juvenile is 18.	
		2. Fingerprints and photographs of juveniles not referred to a juvenile court or placed in a first offender program or on informal disposition within 10 days after the date the juvenile is taken into custody	Must be destroyed immediately.	Family Code §58.001(c).
		3. Fingerprints or photographs taken for comparison in the investigation of	Must be destroyed immediately.	Family Code §58.0021(e).

Record Number	Record Title	Record Description	Retention Period	Remarks
		an offense that do not result in a positive comparison or identification. 4. Fingerprints or photographs of juveniles, whose identities are not known, who are taken into custody with probable cause to believe that the juvenile has engaged in conduct indicating a need for supervision.	Destroy immediately upon identification of the juvenile or upon determination that the juvenile cannot be identified by the fingerprints or photograph.	Family Code §58.022.
***PS4225-15**	**JUVENILE DETENTION REGISTER**	Register or roster of juveniles confined to jail or a detention center prior to the conclusion of the disposition hearing.	1 year after most recent formal, comprehensive TJJD monitoring event.	By regulation – 37 TAC 343.108.
***PS4225-16**	**JUVENILE INFORMATION SYSTEMS (LOCAL)**	Locally maintained juvenile information databases containing the information required by Family Code Chapter 58, Subchapter D.	Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner.	**Retention Note**: Data concerning an individual contained in the database may be deleted as permitted by Family Code §58.307(d).
***PS4225-17**	**[WITHDRAWN – USE PS4225-06]**			

SECTION 2-6: RECORDS OF WRITS AND PROCESS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4250-01	**CIVIL WRITS AND PROCESS**	Writs, notices, orders, and other civil processes issuing from a court or other legally authorized agency or individual to be executed, posted, or published by a peace officer, including any attached proofs of service, execution, sale, or publication, and if required by the type of process, any replevy or indemnity bonds.	Return to issuing court or agency after execution or attempted execution.	
PS4250-02	**CRIMINAL PROCESS**	Original and copies of criminal process to be executed or used by a peace officer.		
PS4250-02a	**CRIMINAL PROCESS**	Arrest warrants, capiases of all types, and witness attachments.	Retain until arrest or attachment is made or process is dismissed or recalled, then return to issuing court.	
PS4250-02b	**CRIMINAL PROCESS**	Search warrants and inventories of property.	Return to court after use.	
PS4250-02c	**CRIMINAL PROCESS**	All other criminal process.	Return to issuing court after execution or attempted execution.	
PS4250-03	**JURY SUMMONS RECORDS**	Jury lists or registers of jurors summoned for service on petit or grand juries.	AV.	
PS4250-04	**PROCESS LOGS OR DOCKETS**	Logs, dockets, or lists of civil and criminal processes received and served by a law enforcement agency.	2 years, or 2 years after last entry, if in bound volume.	**Retention Note:** It is an exception to the retention period given that if a process log maintained by a sheriff or constable doubles as a fee book (see item number PS4300-04), it must be retained for FE + 5 years.

SECTION 2-7: PERMIT RECORDS AND ASSOCIATED DOCUMENTATION

Retention Note: Any record used to document the receipt of money for the issuance of permits in this section must be retained for the applicable retention periods for item number GR1025-27 in Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4275-01**	**ALARM PERMITS**			
***PS4275-01a**	**ALARM PERMITS**	Applications for burglar and similar intruder alarm permits, copies of permits or other documentation evidencing issuance, and any inspection or evaluation reports prepared during a permit period.	Expiration, cancellation, revocation, or denial + 2 years.	
PS4275-01b	**ALARM PERMITS**	Logs or reports of false alarms.	2 years.	
***PS4275-02**	**BLASTER PERMITS**	Applications for blaster permits; copies of permits or other documentation evidencing issuance; and any inspection, evaluation, or follow-up reports prepared during a permit period. (Applicable to sheriffs in counties with populations over 1,000,000 only.)	Expiration, cancellation, revocation, or denial + 2 years.	Local Government Code §235.001(a).
***PS4275-03**	**VEHICLE FOR HIRE PERMITS**	Applications, copies of permits or other documentation evidencing issuance, and any inspection or evaluation reports prepared during a permit period to operate motorized vehicle-for-hire passenger vehicles such as taxis, shuttles, limousines, and transportation network companies (TNC's) or non-motorized vehicles such as pedicabs and horse draw carriages.	Expiration, cancellation, revocation, or denial + 2 years.	
***PS4275-04**	**WRECKER PERMITS**			
***PS4275-04a**	**WRECKER PERMITS**	Applications for wrecker permits, copies of permits or other documentation evidencing issuance, and any inspection or evaluation reports prepared during a permit period.	Expiration, cancellation, revocation, or denial + 2 years.	
PS4275-04b	**WRECKER PERMITS**	Logbooks or similar records documenting dispatch and/or towing by authorized wreckers.	1 year.	

SECTION 2-8: FINANCIAL RECORDS

Retention Note: For other financial records relating to law enforcement activities, see Part 2 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4300-01	**CONTRABAND FORFEITURE FUND DOCUMENTATION**	Record of receipts and disbursements to or from funds involving proceeds of property seized and forfeited under Chapter 59, Code of Criminal Procedure.	FE + 5 years.	
PS4300-02	**EXPENSE ACCOUNT RECORDS**	Documentation of expenses incurred by a sheriff for feeding and lodging jurors, reimbursable mileage for out-county service, housing and feeding of prisoners, conveyance of witnesses, and other expenses permitted by law.	FE + 3 years.	
***PS4300-03**	**[WITHDRAWN – SEE GR1025-07]**			
***PS4300-04**	**FEE BOOK**	Record or account of fees collected by a sheriff or constable for activities for which the officer can collect fees by law.	FE + 5 years.	
PS4300-05	**WORK RELEASE SALARY FUND RECORDS**			
PS4300-05a	**WORK RELEASE SALARY FUND RECORDS**	Ledger of receipts and disbursements into or out of the fund.	FE + 5 years.	
PS4300-05b	**WORK RELEASE SALARY FUND RECORDS**	Payment records of each inmate participating in a work release program, showing name of inmate, salary received, and deductions allowable by law.	FE + 3 years.	

SECTION 2-9: PERSONNEL AND TRAINING RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4325-01**	**POLICE ACADEMY RECORDS**	Includes records relating to academic and skills training, Texas Commission on Law Enforcement (TCOLE) inspections and follow-up inspections, and meeting minutes of academy advisory boards of licensed academies and other local government entities under agreement with TCOLE to provide training.	5 years.	By regulation – Title 37, Chapter 215 of the Texas Administrative Code. **Retention Note:** There is an exception to the retention periods given in this records group. Records documenting the training and educational achievement of police officers and recruits employed by the local government that operates the police academy or conducts the training program under agreement with the Texas Commission on Law Enforcement must be retained for date of separation + 5 years. See item number GR1050-28(a).
***PS4325-01a-c**	**[WITHDRAWN – SEE PS4325-01]**			
***PS4325-02**	**WEAPONS PROFICIENCY TESTS**	Reports of weapons proficiency tests administered to peace officers (includes hardship waivers for recertification).	**Active:** US; or date of separation + 5 years, whichever sooner. **Retired:** Date of issuance or denial + 2 years.	By regulation – 37 TAC §217.3 (proof of licensing requirements) and §218.9 (hardship waiver). By law – Occupations Code §1701.357.
***PS4325-03**	**RESIGNATION OR TERMINATION, REPORTS OF**	Copies of reports from a law enforcement agency to the Texas Commission on Law Enforcement on the resignation or termination of persons from the agency who are licensed by the commission.	Date of separation + 5 years.	By regulation - 37 TAC §217.7(h). For reporting requirements, see Texas Occupations Code §1701.452.

SECTION 2-10: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4350-01**	**[WITHDRAWN – SEE PS4075-04]**			
PS4350-02	**CONVICT LABOR RECORD**	Register of convicts hired out to individuals and firms for private work, showing name of convict, offense, amount of fines or costs, to whom hired, details of surety bond, type of labor, rate of pay, date contracted, date discharged, and similar information.	PERMANENT.	Obsolete record created by county judges or sheriffs from 1875 to 1925.
PS4350-03	**ESTRAY RECORDS**	Copies of estray reports, affidavits from owners, reports of injury to or the escape of an estray, notices of impoundment, and reports of sale of estray maintained by sheriffs or constables.	AV after filing of original records with county clerk.	
PS4350-04	**GAMBLING DEVICE RECORDS**	Documentation on the ownership or transfer of ownership of antique gambling devices furnished to sheriffs pursuant to Penal Code, Section 47.06(d).	PERMANENT, but see retention note.	**Retention Note:** If a sheriff's department receives notice from the former owner of an antique gambling device that the device has been transferred to a new owner, documentation submitted previously by the former owner concerning the device, including the notice of transfer of ownership, need be retained only as long as administratively valuable and is exempt from the destruction request requirement.
PS4350-05	**BINGO LICENSE NOTIFICATIONS**	Notifications submitted to sheriff's and municipal police departments by bingo licensees that they have been issued a license to conduct bingo in the law enforcement agency's jurisdiction.	1 year.	
***PS4350-06**	**COMMERCIAL MOTOR VEHICLE INSPECTION REPORTS**	Records documenting activities to reduce commercial motor vehicle accidents under agreement with the Texas Department of Public Safety to implement its Motor Carrier Safety Assistance Program.	CE + 2.	Per Memorandum of Agreement between Texas Department of Public Safety and municipalities and sheriffs.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4350-07**	**CRIME VICTIM SERVICES FILES**	Records for administering the Crime Victims' Compensation program, including applications for compensation and supporting documents, under Chapter 56, Subchapter B of the Texas Code of Criminal Procedure.	5 years from the last date of service for adult clients, or 5 years beyond the age of 18 for minor clients.	

PART 3: RECORDS OF COUNTY MEDICAL EXAMINERS

Retention Note: For other administrative, financial, and personnel records of medical examiners, see Local Schedule GR (Records Common to All Governments).

SECTION 3-1: DEATH INVESTIGATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4375-01**	**DEATHS RESULTING FROM TRAFFIC ACCIDENTS, REPORTS OF**	Copies of reports of persons killed in traffic accidents submitted to the Texas Department of Transportation.	AV.	
PS4375-02	**INQUEST CASE FILES**	Records relating to inquests or death investigations conducted by a medical examiner for the county or for any county in a medical examiner district headed by the examiner.		See also item number PS4375-06.
PS4375-02a	**INQUEST CASE FILES**	Investigative reports by medical examiners, pathologists, or investigators; autopsy reports; toxicology, histology, and similar laboratory reports supportive of an autopsy or used as the basis for determining a cause of death; any affidavits taken during investigation; and copies of death certificates.	PERMANENT.	**Retention Note:** Copies of death certificates need to be kept only as long as administratively valuable if the information on the certificate is included in one or more of the other reports listed.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4375-02b	**INQUEST CASE FILES**	Photographs and tissue slides.	AV.	**Retention Note:** The retention period of as long as administratively valuable is assigned to inquest-related documentation under (b) and (c) because the value of the various documents and photographs varies greatly depending on the circumstances of the death investigated. For example, the value of case papers arising from the investigation of a death that is subsequently certified as being from natural causes is generally much less than that in which the certification is homicide. In another example, personal property inventories, of minor value in a case in which the decedent died of natural causes and the property has been claimed, are often of crucial importance in a case in which the decedent has not been identified.
PS4375-02c	**INQUEST CASE FILES**	Requests and consents for autopsy; funeral home releases; reports of death; copies of cremation certificates; personal effects inventories; reports from law enforcement agencies, physicians, funeral homes, and hospitals; correspondence, subpoenas, and other court-issued process; copies of injury reports submitted to the Texas Department of Health; and similar documents relating to an inquest investigation.	AV.	See retention note for PS4375-02b.
PS4375-02d	**INQUEST CASE FILES**	Notices of and documentation concerning organ removal for transplant purposes.	3 years.	
PS4375-03	**INQUEST AND/OR AUTOPSY LOGS**	Logs or lists of deaths investigated and/or autopsies performed.	PERMANENT.	**Retention Note:** The requirement that a log or list of deaths investigated by a medical examiner be retained **PERMANENTLY** may be satisfied by the **PERMANENT** retention of an index to the inquest case files (see item number PS4375-02a).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4375-04	**MISSING PERSONS DOCUMENTATION**	Reports on missing persons received from law enforcement and other agencies.	AV.	
PS4375-05	**MORGUE REGISTERS**	Registers or log sheets recording the arrival and removal of bodies from the morgue.	AV.	
PS4375-06	**OUT-COUNTY AUTOPSY RECORDS**	Originals or copies of reports of autopsies performed for other counties on a fee basis, including any associated photographs, tissue slides, and laboratory reports.	5 years.	

SECTION 3-2: LABORATORY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4400-01	**AUTOPSY AND LABORATORY WORK-UP DOCUMENTATION**	Laboratory worksheets, notes, sound recordings, and similar records used for recording instrument readings, personal observations, and similar data in order to compile autopsy and laboratory reports.	AV.	**Retention Note:** The retention and disposition of work-up documentation should be guided by the same considerations discussed in the retention note to item number PS4375-02(b) in this schedule.
PS4400-02	**EQUIPMENT REPAIR AND MAINTENANCE RECORD**	Record of maintenance, service, and repair to instruments used to conduct toxicology, histology, and other laboratory tests and procedures.	LA.	
PS4400-03	**LABORATORY LOGS**	Logs or registers of toxicological, histological, or other laboratory tests and procedures performed.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4400-04	**QUALITY CONTROL TEST REPORTS OR LOGS**	Reports or logs of quality tests run on laboratory equipment used for toxicological, histology, or other laboratory tests and procedures.	3 years.	

SECTION 3-3 MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4425-01	**[WITHDRAWN – SEE PS4075-04]**			
PS4425-02	**[WITHDRAWN – SEE GR1025-07]**			

PART 4: RECORDS OF FIREFIGHTING AND EMERGENCY MEDICAL SERVICE AGENCIES

Retention Note: The term "local policy" as used in this part means an ordinance, order, or resolution of the governing body of a local government or an administrative regulation of a firefighting or emergency medical services department whose authority derives from the ordinance, order, or resolution.

SECTION 4-1: FIRE AND EMERGENCY MEDICAL RESPONSE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4450-01	**ARSON INVESTIGATION RECORDS**	Investigative, laboratory, and insurance reports; affidavits; depositions; photographs; and similar records used to determine the cause, origin, and circumstances of fires or other incidents.		
PS4450-01a	**ARSON INVESTIGATION RECORDS**	Investigations in which it is determined that a fire was **not** caused by arson.	Date of determination + 5 years.	
PS4450-01b	**ARSON INVESTIGATION RECORDS**	Investigations in which it is determined that a fire **was** caused by arson.	Follow retention periods for item numbers PS4125-02 or PS4125-05, as applicable.	
PS4450-02	**EMERGENCY MEDICAL SERVICE RUN REPORTS**	Emergency ambulance run activity reports, advanced life-support report forms, and similar records pertinent to documenting the condition and treatment of sick or injured persons by emergency medical personnel.		
***PS4450-02a**	**EMERGENCY MEDICAL SERVICE RUN REPORTS**	Treatment rendered.	7 years from date of service rendered, or until the patient's 21st birthday, whichever later.	By regulation - 22 TAC §165.1.
PS4450-02b	**EMERGENCY MEDICAL SERVICE RUN REPORTS**	Treatment refused.	2 years.	
PS4450-03	**FIRE RECORD**	A log or register consolidated daily, other periodic report, or any other form of record that provides in summary form information on each fire or other incident to which fire or emergency medical personnel have responded, including, at a minimum, the date, time, location, and nature of the incident.	2 years, or 2 years after last entry, if in bound volume.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4450-04**	**INCIDENT REPORTS**	Reports, including those completed on TEXFIRS or other incident reporting system forms, of each fire or other incident to which a firefighting or other fire agency unit has responded, detailing the type of incident, units responding, action taken, equipment used, and other pertinent data.	5 years.	

SECTION 4-2: FIRE PREVENTION AND INSPECTION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4475-01**	**ALARM PERMITS, AUTOMATIC SPRINKLER SYSTEM PERMITS, AND ASSOCIATED DOCUMENTATION**			
***PS4475-01a**	**ALARM PERMITS, AUTOMATIC SPRINKLER SYSTEM PERMITS, AND ASSOCIATED DOCUMENTATION**	Installation and test certificates for fire detection, fire alarm devices or systems, or automatic sprinkler systems filed with fire agencies.	Life of device or system.	
***PS4475-01b**	**ALARM PERMITS, AUTOMATIC SPRINKLER SYSTEM PERMITS, AND ASSOCIATED DOCUMENTATION**	Applications for fire detection, fire alarm, and automatic sprinkler system permits and copies of permits or other documentation evidencing issuance.	Expiration, cancellation, revocation, or denial + 2 years.	
***PS4475-01c**	**ALARM PERMITS, AUTOMATIC SPRINKLER SYSTEM PERMITS, AND ASSOCIATED DOCUMENTATION**	Inspection or evaluation reports prepared during a permit period, if permits are required by local policy.	3 years.	
PS4475-02	**[WITHDRAWN – SEE PS4475-01]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4475-03**	**CERTIFICATES OF OCCUPANCY**	Working copies of certificates of occupancy or records of their issuance used to certify final approval for the occupancy of new structures or old structures that have been remodeled to the extent that a certificate of occupancy is required by local policy.	AV, but see retention note.	**Retention Note:** In a municipality or in any other local government that has authority to certify occupancy, the department that issues the official certificate of occupancy or its equivalent must retain the record in accordance with item number PW5250-06. Departments using a copy of the certificate of occupancy or its equivalent may follow the AV retention period set forth in this series.
PS4475-04	**COMPLAINTS**	Complaints regarding possible violations of the fire code or potential fire hazards.	Resolution of the complaint + 3 years.	
PS4475-05	**CONTROLLED BURN RECORDS**	Applications for permits for controlled burning, and copies of or comparable records of permits issued.	1 year.	
PS4475-06	**DRILL AND SIMULATION RECORDS**	Reports and related documentation of drills, simulations, and triage exercises conducted or participated in by fire, emergency medical, or emergency communications personnel.	5 years.	
PS4475-07	**HAZARDOUS MATERIALS RECORDS**			
***PS4475-07a**	**HAZARDOUS MATERIALS RECORDS**	Lists of names of representatives of employers and manufacturing employers knowledgeable about hazardous chemicals used or stored, facility and workplace chemical lists, and material safety data sheets (MSDS) submitted to fire chiefs under authority of Health and Safety Code, Title 6, Subtitle D.	US or hazardous materials no longer stored at the place of business.	**Retention Note:** When it is known with reasonable certainty that an employer or manufacturing employer has ceased business and that hazardous chemicals have been removed from the place of former business, the records listed in (a) may be disposed.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4475-07b**	**HAZARDOUS MATERIALS RECORDS**	Applications, copies of permits or documentation evidencing issuance, and pertinent supplemental documentation relating to the issuance of permits for the sale, use, storage, manufacture, or transport of flammable, corrosive, explosive, or other hazardous materials and chemicals, as may be required by local policy.	Expiration, cancellation, revocation, or denial + 2 years.	
PS4475-08	**INSPECTION REPORTS AND LOGS**	Documentation concerning the inspection of structures and other property by fire agency personnel for fire hazards, conformity with codes and regulations, and for such other reasons permitted by state law or local policy.		
PS4475-08a	**INSPECTION REPORTS AND LOGS**	Inspection reports of commercial, mercantile, and industrial structures; day care centers and foster homes; hospitals and nursing homes; schools; and other structures or property whose periodic inspection is required by state law or local policy.	US + 3 years, or until no longer used for the purpose requiring inspection + 3 years, whichever sooner, but see retention note.	**Retention Note:** If a master record is not maintained, then the inspection reports must be maintained for the life of the structure.
PS4475-08b	**INSPECTION REPORTS AND LOGS**	Inspection reports on an as-needed basis of any structure or property whose periodic inspection is not required by state law or local policy.	3 years.	
PS4475-08c	**INSPECTION REPORTS AND LOGS**	Inspection reports of private residences done as part of fire prevention and safety programs.	AV.	
PS4475-08d	**INSPECTION REPORTS AND LOGS**	Logs or similar records, arranged by date, address, or name of inspector, listing inspections carried out by the agency.	3 years.	
PS4475-08e	**INSPECTION REPORTS AND LOGS**	Master card or comparable record on each structure described in (a), providing the location and description of the property and containing summary data on inspections and code violations.	Life of structure + 3 years, or until no longer used for purpose requiring inspection + 3 years, whichever sooner.	**Retention Note:** If a master record is not maintained, then the inspection reports described in (a) must be maintained for the life of the structure.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4475-09	**NOTIFICATION OF VIOLATIONS RECORDS**			
PS4475-09a	**NOTIFICATION OF VIOLATIONS RECORDS**	Copies of notifications sent or given to the owner, agent, or occupant of a structure or property to correct a violation found during an inspection, including documentation verifying that the violation has been corrected.	Verification of correction + 3 years.	**Retention Note:** Verification of correction means the date of a follow-up inspection or the receipt of documentation, sufficient in terms of local policy, showing proof of correction.
PS4475-09b	**NOTIFICATION OF VIOLATIONS RECORDS**	Records relating to the certification of a structure as substandard.	Verification that structure has been brought up to code + 3 years, or until demolition + 3 years, as applicable.	
***PS4475-10**	**PLAN REVIEW RECORDS**	Documentation relating to the review of construction plans by fire agency personnel as may be required by local policy.	AV.	**Retention Note:** See PW5250-01 for retention of blueprints and plans.
***PS4475-11**	**PRE-FIRE PLANNING RECORDS**	Planning and survey reports, building plans, and similar records of individual structures or building complexes used to plan firefighting strategies.	US, expired, or discontinued.	

SECTION 4-3: APPARATUS AND EQUIPMENT RECORDS

Retention Note: For aircraft and vehicle maintenance records, see Section 1-2 of this schedule.

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4500-01	**ALARM AND HYDRANT RECORDS**			
PS4500-01a	**ALARM AND HYDRANT RECORDS**	Reports on the inspection, testing, and maintenance of agency alarm and alarm boxes (including private alarms linked to department master systems) and fire hydrants.	US + 3 years.	
PS4500-01b	**ALARM AND HYDRANT RECORDS**	Inventories of alarms and hydrants, showing location, type of equipment, etc.	US.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4500-02	**BREATHING APPARATUS INSPECTION RECORDS**	Reports, as required by the Texas Commission on Fire Protection, of the inspection and testing of self-contained breathing apparatus, including reports of all tests required by the commission.	3 years.	By regulation - 37 TAC §435.3(4).
PS4500-03	**[WITHDRAWN – SEE PS4050-08]**			
PS4500-04	**TEXAS COMMISSION ON FIRE PROTECTION RECORDS**	Copies of inspection and follow-up inspection reports by inspectors of the Texas Commission on Fire Protection, including notices of non-compliance with commission standards.	5 years.	

SECTION 4-4: TRAINING RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4525-01	**EMERGENCY MEDICAL SERVICE TRAINING RECORDS**	Records relating to the training (including continuing education) of emergency medical personnel sufficient to document who was trained and when, in what subject, and by whom; scores received in academic achievement and performance tests (including copies of all written tests); and similar records of the training and achievement of individual students.	5 years.	**Retention Note**: It is an exception to the retention periods given in this record group that records documenting the training and educational achievement of employees as described in item number GR1050-28(a) must be retained for date of separation + 5 years for emergency medical personnel employed by the local government that conducts the training.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS4525-02**	**FIREFIGHTER RECRUIT TRAINING FACILITY RECORDS**	Records relating to recruit training, certified by the Texas Commission on Fire Protection, for structural fire, aircraft crash, and rescue personnel sufficient to document who was trained and when, in what subject, and by whom; scores received in academic achievement and performance tests (including copies of all written tests); and similar records of the training and achievement of individual students.	3 years.	By regulation - 37 TAC §427.13(b) (onsite training); 37 TAC §427.203(b) (distance training). **Retention Note:** It is an exception to the retention periods given in this record group that records documenting the training and educational achievement of employees as described in item number GR1050-28(a) must be retained for date of separation + 5 years for fire personnel employed by the local government that operates the training facility.

SECTION 4-5: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4550-01	**[WITHDRAWN – SEE GR1025-07]**			

PART 5: RECORDS OF COMMUNITY SUPERVISION AND CORRECTIONS (ADULT PROBATION) DEPARTMENTS

Retention Note: For administrative, financial, and personnel records of community supervision and corrections departments, see Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PS4575-01	**CASE RECORDS**	Case record on each probationer under the direct or indirect supervision of a community supervision and corrections department documenting all significant actions, decisions, and services rendered, including assessment reports, medical and psychological information, case classification forms, supervision plans, periodic evaluations, pre-sentence investigation reports (PSIR), criminal history records, court orders, correspondence, and similar records relating to the supervision of the probationer.	Date direct or indirect supervision of the probationer ends + 3 years.	
PS4575-02	**CASELOAD RECORDS**	Records documenting the distribution of cases among probation officers, including monthly workload summaries.	3 years.	

PART 6: RECORDS OF COUNTY, DISTRICT, AND CRIMINAL DISTRICT ATTORNEYS

Retention Notes: a) Attorneys for local governments other than counties should use Local Schedule GR (Records Common to All Governments) for scheduling records.

b) Do not confuse records series in this part with case papers, dockets, exhibits, and minutes maintained by court clerks.

SECTION 6-1: CASE RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS2575-01**	**CASE FILES AND WORKING PAPERS**	Closed and pending case files and working papers, including all documents, papers, correspondence, reports (including jail population and medical examiner records filed with the attorney), briefs, notes, drafts, photographs, video and sound recordings, and similar records relating to criminal or civil cases, proceedings, actions, or investigations to which the attorney is a party on behalf of the county or the state. This series does not include case files associated with prosecuting juvenile offenders.	AV after final disposition, but see retention note b.	**Retention Notes:** a) The term "final disposition" in the retention period for this record has the following meanings: 1) For unadjudicated matters - Date decision made not to proceed further with the matter in question. 2) For any case dismissed for want of prosecution, on the motion of the plaintiff or the state, or for other reasons within the power of a court - Effective date of dismissal. 3) Civil cases – Date of final judgment. 4) Criminal cases – Date of final judgment. b) Prior to disposal, case and working papers shall be appraised by the records management officer for historical value, and those determined by the records management officer to merit retention for historical reasons must be retained **PERMANENTLY**. c) For case files and working papers associated with prosecuting juvenile offenders, *see* item PS4225-06d.
PS2575-02	**DOCKETS OR CASE LOGS**	Docket or log of civil, criminal, or combined cases brought or defended by the attorney.	AV.	
PS2575-03	**[WITHDRAWN – SEE PS2575-02]**			
PS2575-04	**[WITHDRAWN – SEE PS2575-02]**			
PS2575-05	**[WITHDRAWN – SEE PS2575-01]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
PS2575-06	**GRAND JURY DOCKET OR MINUTES**	Minutes or record of proceedings before a grand jury. 1) If not a copy of the grand jury docket in the possession of the county clerk. 2) If a copy of the grand jury docket in the possession of the district clerk.	 10 years. AV.	**Retention Note**: Review before disposal; some records may merit **PERMANENT** retention for historical reasons.
PS2575-07	**[WITHDRAWN – SEE PS2575-01]**			
PS2575-08	**LEGAL OPINIONS**	Formal legal opinions rendered by the attorney to a county or precinct officer.	PERMANENT.	**Retention Note:** For retention of informal legal opinions and other correspondence provided by counsel, see GR1000-26a.
PS2575-09	**[WITHDRAWN – SEE PS2575-01]**			
***PS2575-10**	**REGISTER OF OFFICIAL ACTS**	Register of all official acts as required by Government Code §41.008.	PERMANENT.	By law – Government Code §41.008.
PS2575-11	**[WITHDRAWN – SEE GR1000-41]**			

SECTION 6-2: ADMINISTRATIVE AND FINANCIAL RECORDS

Retention Note: For personnel and other administrative and financial records of county and district attorneys, see Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PS2600-01**	**[WITHDRAWN – SEE PS4075-04]**			
***PS2600-02**	**[WITHDRAWN – SEE GR1000-41]**			
***PS2600-03**	**CONTRABAND FORFEITURE FUND DOCUMENTATION**	Records of property and proceeds that are seized and forfeited under Chapter 59, Code of Criminal Procedure, including receipts and disbursements to benefitting funds.	FE + 5 years.	
***PS2600-04**	**[WITHDRAWN – SEE GR1025-07]**			

Record Number	Record Title	Record Description	Retention Period	Remarks
PS2600-05	**HOT CHECK FUND DOCUMENTATION**	Record of receipts and disbursements to or from a fund established under Code of Criminal Procedure §102.007, relating to fees for collecting and processing sight orders.	FE + 5 years.	

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission can be addressed to the Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE PW 13 TAC §7.125(b)(2)
(Second Edition)

RETENTION SCHEDULE FOR RECORDS OF PUBLIC WORKS AND OTHER GOVERNMENT SERVICES

This schedule establishes mandatory minimum retention periods for records that are associated with public works and other government services. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period. This includes electronic mail (e-mail), websites, and electronic publications.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this second edition of Local Schedule PW indicates that the record is either new to this edition, the retention period for the record has been changed, or substantive amendments have been made to the description or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
CE - Calendar year end
CFR - Code of Federal Regulations
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded

TABLE OF CONTENTS

Part 1: General Records _____ page 6

Part 2: Planning and Zoning Records _____ page 7

Part 3: Building Permit and Inspection Records _____ page 8

Part 4: Public Transportation and Engineering Records _____ page 13

Section 4-1: Road and Street Maintenance and Repair Records _____ page 13

Section 4-2: Traffic Engineering Records _____ page 15

Section 4-3: Parking Control Records _____ page 16

Section 4-4: Transit System Records _____ page 17

Section 4-5: Airport Records _____ page 18

Part 5: Soil and Water Conservation Records _____ page 21

Part 6: Agriculture Extension Agent Records _____ page 21

Part 7: Environmental Hazards Records _____ page 22

Part 8: Weights and Measures Records _____ page 28

Part 9: Library and Museum Records _____ page 29

Part 10: Parks and Recreation Records _____ page 30

Part 11: Zoo Records _____ page 32

Part 12: Public Broadcasting Records _____ page 32

Part 13: Social Services Records _____ page 36

Part 14: Veterans Service Officer Records _____ page 41

Part 15: Gaming Records _____ page 41

Part 16: Cemetery Records _____ page 42

Part 17: County Historical Commission Records _____ page 42

Part 18: Miscellaneous Records _____ page 43

PART 1: GENERAL RECORDS

Retention Note: This schedule establishes retention periods for records found in various public works and services departments of local governments or for records kept by certain local government officers (e.g., veterans service officers) or local governments (e.g., soil and water conservation districts). For other administrative, fiscal, personnel, or support service records that may be found in these departments or governments, see Local Schedule GR (Records Common to All Local Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5200-01	**PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS**	Feasibility studies, reports, analyses, projections, graphic material, and similar planning documents by outside consultants or in-house staff relating to comprehensive planning, capital improvements, land use and open space, economic development and outlook, neighborhood and housing renewal and renovation, regional and intergovernmental cooperation, transportation, traffic engineering, transit systems, airport operations, growth patterns, demographics, long-range forecasts and projections, and other aspects of local government planning *not* listed elsewhere in this schedule.		
PW5200-01a	**PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS**	Special planning studies or reports prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state or federal agency or a court.	PERMANENT.	
PW5200-01b	**PUBLIC WORKS AND SERVICES PLANNING STUDIES AND REPORTS**	All other planning reports or studies.	5 years.	**Retention Note:** Review before disposal; developed comprehensive and capital improvements plans and other records of this type may merit **PERMANENT** or long term retention for administrative or historical reasons. See also item number GR1000-39 in Local Schedule GR.
PW5200-02	**SERVICE REQUESTS/WORK ORDERS**	Service requests and work orders to be performed by public works and services personnel **except** for work orders noted elsewhere in this schedule.	2 years.	

PART 2: PLANNING AND ZONING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5225-01	**ZONING/PLANNING BOARD CASE FILES**	Staff reports, determinations and evaluations, correspondence, and comparable records concerning each planning, zoning, building code, or other public works-related case brought before local government zoning, planning, or development commissions or appeal bodies; or before other special or ad hoc committees constituted for similar purposes.	Disposition of case + 5 years.	**Retention Notes:** a) The minutes of the various commissions must be retained **PERMANENTLY** in accordance with item number GR1000-03 in Local Schedule GR. In any action by these commissions involving real property, the minutes must identify the property which the action affects. If the minutes do not identify the property, documents referenced in the minutes that do provide such identification must be retained **PERMANENTLY**. b) Review before disposal; some case files may merit **PERMANENT** retention for historical reasons.
***PW5225-02**	**ZONING MAPS AND PLATS**		PERMANENT.	
PW5225-03	**ZONING PERMIT RECORDS**			
PW5225-03a	**ZONING PERMIT RECORDS**	Applications for zoning permits or variances.	5 years.	
PW5225-03b	**ZONING PERMIT RECORDS**	Copies of zoning permits or variances or a log or other form of record evidencing their issuance, showing to whom the permit or variance was issued, the property to which it applies, and the zoning classification.	PERMANENT.	
PW5225-04	**ZONING VIOLATIONS RECORDS**	Records relating to violations of local zoning ordinances, including documents verifying that the violation has ceased or been corrected.		
PW5225-04a	**ZONING VIOLATIONS RECORDS**	Alleged, but unfounded.	1 year after determination that zoning ordinances have not been violated.	
PW5225-04b	**ZONING VIOLATIONS RECORDS**	Violations.	Verification of correction of violation + 3 years.	

PART 3: BUILDING PERMIT AND INSPECTION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-01	**BLUEPRINTS AND SPECIFICATIONS**	Blueprints and specifications submitted by building contractors or property owners when applying for building permits and as-builts submitted for issuance of certificates of occupancy.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5250-01a**	**BLUEPRINTS AND SPECIFICATIONS**	For commercial and non-residential building permits or certificates of occupancy.	Life of structure + 3 years, but see retention notes.	**Retention Notes:** a) If submission of as-builts is required before the issuance of a certificate of occupancy, the retention period applies only to the as-builts, and previously submitted blueprints and specifications need be retained only as long as administratively valuable. b) If a structure is remodeled, and new blueprints and specifications and/or as-builts are submitted [see retention note (a)], superseded documentation of the type described need be kept only as long as administratively valuable. c) For records of the types described for buildings or structures owned by the local government that issues the building permit, see item number GR1075-16 in Local Schedule GR. d) For commercial and non-residential buildings that have received local, state, or national designations as historic properties, see item number PW5250-01d in Local Schedule PW. e) Review before disposal; blueprints and/or as-builts of some structures may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5250-01b**	**BLUEPRINTS AND SPECIFICATIONS**	For residential building permits or certificates of occupancy.	AV.	**Retention Notes:** a) Review before disposal; blueprints and specifications of some structures may merit **PERMANENT** retention for historical reasons. b) For residential buildings that have received local, state, or national designations as historic properties, see item number PW5250-01d in Local Schedule PW.
***PW5250-01c**	**BLUEPRINTS AND SPECIFICATIONS**	For miscellaneous permits (see item number PW5250-10).	AV.	**Retention Notes:** a) Review before disposal; blueprints and specifications of some structures may merit **PERMANENT** retention for historical reasons. b) For miscellaneous structures that have received local, state, or national designations as historic properties, see PW5250-01d.
***PW5250-01d**	**BLUEPRINTS AND SPECIFICATIONS**	For commercial, non-residential, residential, and miscellaneous permits or certificates of occupancy on structures that have received local, state, or national historical property designation.	PERMANENT.	
PW5250-02	**BUILDING CODE VIOLATIONS RECORDS**	Records relating to violations of local building codes or ordinances, including documents verifying that the violation has been corrected.		
PW5250-02a	**BUILDING CODE VIOLATIONS RECORDS**	Alleged, but unfounded.	1 year after determination that building regulations have not been violated.	
PW5250-02b	**BUILDING CODE VIOLATIONS RECORDS**	Violations.	Verification of correction + 3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-03	**BUILDING MASTER RECORD**	Master record of each commercial, non-residential, and residential structure detailing a history of permits issued for construction or alteration, certificates of occupancy issued, inspections carried out, code violations found, and similar information.	PERMANENT.	
PW5250-04	**BUILDING PERMIT APPLICATIONS**	Applications from property owners or contractors to erect new structures or to make alterations to existing structures.		
PW5250-04a	**BUILDING PERMIT APPLICATIONS**	Applications for which permit granted.	5 years; or, if property subject to issuance of certificate of occupancy, date of issuance of the certificate + 5 years.	
PW5250-04b	**BUILDING PERMIT APPLICATIONS**	Applications for which permit *not* granted.	1 year.	
PW5250-05	**BUILDING PERMIT LOGS**	Logs, registers, or similar records providing a listing of building permits and certificates of occupancy issued.		
PW5250-05a	**BUILDING PERMIT LOGS**	If a Building Master Record (PW5250-03) *is* maintained.	AV	
PW5250-05b	**BUILDING PERMIT LOGS**	If a Building Master Record (PW5250-03) *is not* maintained.	PERMANENT.	
PW5250-06	**BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**			
PW5250-06a	**BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**	Copies of issued building permits and certificates of occupancy if a Building Permit Log (PW5250-05b) or a Building Master Record (PW5250-03) *is not* maintained.	PERMANENT.	
PW5250-06b	**BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**	Copies of issued building permits and certificates of occupancy if a Building Permit Log (PW5250-05b) or a Building Master Record (PW5250-03) *is* maintained.	AV after entry of evidence of issuance in log or record.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-07	**BUILDING TRADES OCCUPATIONAL LICENSING RECORDS**	Applications, examinations, references, performance bonds, copies of licenses or permits or record of their issuance, and similar records relating to the issuance of occupational licenses to construction contractors and other members of the building trades, including electricians, plumbers, carpenters, welders, etc.	Expiration, cancellation, revocation, or denial of the license + 3 years.	
PW5250-08	**INSPECTION REPORTS**	Reports of inspections carried out with reference to new construction; alterations to existing structures; code violations; and other projects, activities, or situations requiring inspection by local ordinance, *excluding* those reports that are made part of any other record group noted elsewhere in this part.	3 years.	
***PW5250-09**	**DEMOLITION RECORDS**	Records relating to the demolition and clearance of buildings deemed unfit for occupancy and condemned, including demolition orders, inspection reports, notices to property owners, and any related court documents.	Date of demolition + 3 years.	**Retention Note:** Review before disposal; some documentation of this type may merit **PERMANENT** retention for historic or legal reasons. See litigation note in Introduction, page 2, of Local Schedule GR.
PW5250-10	**MISCELLANEOUS APPLICATIONS AND PERMITS**	Applications for and copies of permits (or records of their issuance) involving sign installation, fencing, swimming pool construction, driveway construction, and for similar activities as might be required by local ordinance that are *not*, by ordinance or departmental policy, classified as building applications or permits under item numbers PW5250-04 or PW5250-06.		
PW5250-10a	**MISCELLANEOUS APPLICATIONS AND PERMITS**	Granted permits.	5 years.	
PW5250-10b	**MISCELLANEOUS APPLICATIONS AND PERMITS**	Denied permits.	1 year.	
PW5250-11	**REPORTS OF BUILDING PERMITS ISSUED**	Monthly and annual reports prepared for the U.S. Bureau of the Census on the number of commercial and residential building starts and local public construction.		
PW5250-11a	**REPORTS OF BUILDING PERMITS ISSUED**	Annual.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5250-11b	**REPORTS OF BUILDING PERMITS ISSUED**	Monthly.	3 years.	

PART 4: PUBLIC TRANSPORTATION AND ENGINEERING RECORDS

SECTION 4-1: ROAD AND STREET MAINTENANCE AND REPAIR RECORDS

Retention Note: For road and street construction records, see item number 1075-16 in Local Schedule GR (Records Common to All Local Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5275-01	**INSPECTION REPORTS**	Reports of inspection of roads, streets, bridges, street lights, sidewalks, rights-of-way, etc.		
PW5275-01a	**INSPECTION REPORTS**	Roads, streets, street lights, sidewalks, rights-of-way, etc.	3 years.	
PW5275-01b	**INSPECTION REPORTS**	Bridges and overpasses.	Life of structure.	
PW5275-02	**MAPS AND PLATS**	Maps, plats, engineering and field notes, and profiles and cross-sections of roads, streets, rights of way, bridges, etc.	PERMANENT.	
PW5275-03	**PERMITS**	Applications for and copies of permits (or records of their issuance) for excavation and fill; alterations to roads, streets, sidewalks, and curbs; and for similar activities involving alteration of streets and rights of way.		
PW5275-03a	**PERMITS**	Granted applications and permits.	5 years.	
PW5275-03b	**PERMITS**	Denied applications and permits.	1 year.	
***PW5275-04**	**SERVICE AND REPAIR REQUESTS**	Complaints from the public or from other local government departments on street hazards, potholes, other needed repairs on roads, streets, and rights-of-way and requests for traffic signs, lights, changes to traffic flow, etc.	3 years.	
PW5275-05	**STREET CLEANING RECORDS**	Reports, logs, or similar records documenting street cleaning operations.	1 year.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5275-06	**STREET NAME AND HOUSE NUMBER FILES**	Records relating to street dedications, street closings, the assignment and alteration of street names and house numbers, and similar records that provide official control of the naming and numbering of streets and roads.	PERMANENT.	
PW5275-07	**ROAD AND STREET MAINTENANCE RECORDS**	Reports, logs, or similar records, compiled on a daily, weekly, and/or monthly basis documenting repair and maintenance work on the following:		
PW5275-07a	**ROAD AND STREET MAINTENANCE RECORDS**	Roads, streets, street lights, sidewalks, rights-of-way, etc.	3 years.	
PW5275-07b	**ROAD AND STREET MAINTENANCE RECORDS**	Bridges and overpasses.	Life of structure.	
PW5275-08	**ROAD AND STREET MASTER RECORD**	Master record in some form of every road and street providing a description, history, and classification of each.	PERMANENT.	By law - Civil Statutes, art. 6812b(3) for county engineers in counties with a population of 198,000 to 400,000; Civil Statutes, art. 6812b-1(2) for county engineers in counties with a population of 160,000 to 185,000; and by authority of this schedule for municipalities and all other counties.
***PW5275-09**	**ROAD MASTER PLANS**	Planning survey of all existing roads and projected improvements and additions to county road systems developed by county engineers in certain counties.	PERMANENT.	By law - Civil Statutes, art. 6812b(7) for county engineers in counties with a population of 198,000 to 400,000 and Civil Statutes, art. 6812b-1(4) for county engineers in counties with a population of 160,000 to 185,000; and by authority of this schedule for municipalities and all other counties.
***PW5275-10**	**TREE AND PLANT FILES**	Records relating to the planting, trimming, inspection, and removal of trees and shrubs along public streets, roads, and sidewalks.	3 years.	

SECTION 4-2: TRAFFIC ENGINEERING RECORDS

Retention Note: This part supplements and should be used in conjunction with Part 3 of Local Schedule GR (Records Common to All Governments).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5300-01	**ACCIDENT REPORTS**	Reports, usually supplied by the police department, of traffic accidents used to monitor, redevelop, or redesign streets, intersections, speed limits, signal timing, directional flow patterns, etc.	AV.	
PW5300-02	**SPECIAL EVENTS FILES**	Reports, notifications, planning documents, and similar records used in the preparation for special events such as parades, motorcades, demonstrations, or situations resulting in unusually heavy traffic or street use requiring street closures, traffic rerouting, barricades, signal timing changes, etc.	2 years.	
***PW5300-03**	**TRAFFIC COUNT REPORTS**	Reports of traffic passage on streets, roads, bridges, intersections, etc. or use of local government-owned parking lots or structures.	10 years.	**Retention Note:** If Traffic Count Report is used for special planning studies or reports, see item number PW5200-01a.
PW5300-04	**TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS**	Reports, logs, or similar records documenting the following:		
PW5300-04a	**TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS**	Installation, inspection, testing, maintenance, repair, or replacement of traffic signs, signals, and signal boxes.	5 years.	
PW5300-04b	**TRAFFIC DEVICE INSTALLATION AND MAINTENANCE RECORDS**	Painting, inspection, or repainting of pavement and curb markings.	2 years.	
PW5300-05	**TRAFFIC PERMITS**	Applications for and copies of permits for special parking, house moving, over-dimensional movements, and similar permits and permissions issued by or that concern traffic engineering departments.	Expiration, cancellation, revocation, or denial of the permit + 2 years.	
PW5300-06	**TRAFFIC SIGNAL RECORDS**	Drawings, wiring diagrams, code and circuit numbers, and similar data on traffic signal components.	Life of signal component.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5300-07	**TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS**	Registers, index cards, or similar records providing an inventory of all installed traffic signs and signals showing type of equipment or sign, location, date of installation, and similar data.		
PW5300-07a	**TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS**	If a complete inventory is periodically revised and reprinted.	Until Superseded + 1 year.	
PW5300-07b	**TRAFFIC SIGNS AND SIGNALS INVENTORY RECORDS**	If an inventory is maintained on cards, databases, or similar medium that permits purging.	PERMANENT, but purge records relating to junked signs and signals.	

SECTION 4-3: PARKING CONTROL RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5325-01	**PARKING DEVICE INSPECTION RECORDS**	Reports, logs, or similar records on the inspection, testing, maintenance, and repair of meters, toll gates, or other parking control devices.	2 years.	
PW5325-02	**PARKING DEVICE INVENTORY RECORDS**	Registers, index cards, or similar records providing an inventory of meters, toll gates, or other parking control devices showing location, type of equipment, date of installation, and similar data.		
PW5325-02a	**PARKING DEVICE INVENTORY RECORDS**	If a complete inventory is periodically revised and reprinted.	Until Superseded + 1 year.	
PW5325-02b	**PARKING DEVICE INVENTORY RECORDS**	If an inventory is maintained on cards, databases, or similar medium that permits purging.	PERMANENT, but purge records relating to junked signs.	

SECTION 4-4: TRANSIT SYSTEM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5350-01	**OPERATIONS REPORTS**	Periodic reports on usage of rapid transit services.		
PW5350-01a	**OPERATIONS REPORTS**	Annual reports.	PERMANENT.	
PW5350-01b	**OPERATIONS REPORTS**	Monthly reports.	3 years.	
PW5350-01c	**OPERATIONS REPORTS**	Daily or weekly reports.	1 year.	
PW5350-02	**VEHICLE HISTORY AND MAINTENANCE RECORDS**			
PW5350-02a	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Master record on each transit vehicle containing the following: complete description including identification and license numbers; title and registration papers; annual beginning and ending odometer readings; total annual fuel, maintenance, labor, and parts costs; and complete maintenance and inspection history (in summary form showing date and nature of inspection, service, and repair).	Life of asset.	**Retention Notes:** a) This schedule does not require the creation of a vehicle master record of the type described, but if a vehicle master record is not maintained, records containing the prescribed information must be retained for the life of the vehicle. For example, if work orders in PW5350b are the only record maintained of repairs to transit vehicles, they must be retained for the life of the vehicle. b) If a transit vehicle is salvaged as the result of an accident, the vehicle master record or, if one is not created, documents providing the types of information prescribed, must be retained for LA + 3 years. c) If a transit vehicle is sold or given to another transit authority or department for use as a transit vehicle, the vehicle master record may be transferred with the vehicle.
PW5350-02b	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Service requests/work orders.	3 years.	
PW5350-02c	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Daily or other periodic activity reports on fuel and oil consumption, odometer readings, etc. from which data is derived for operating cost reports and the vehicle master record.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5350-02d	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Daily or other periodic inspection reports of vehicles.	3 years.	
PW5350-02e	**VEHICLE HISTORY AND MAINTENANCE RECORDS**	Specifications, circuit diagrams, and similar documents relating to vehicles and their related apparatuses.	Life of asset.	

SECTION 4-5: AIRPORT RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5375-01	**AIRFIELD INCIDENT FILES**	Records of accidents or incidents occurring on the movement areas and involving air carrier aircraft and/or ground vehicles.	5 years.	**Retention Note:** Review before disposal; some documentation of this type may merit **PERMANENT** or long-term retention for historical or legal reasons.
PW5375-02	**AIRSIDE REPORT/AIRFIELD LOG**	Materials documenting the activity of a work shift including conditions or events that would adversely affect airport operations.	2 years.	**Retention Note:** Review before disposal; some documentation of this type may merit **PERMANENT** or long-term retention for historical or legal reasons.
PW5375-03	**CARRIER RECORDS**	Informational materials such as copies of airline schedules, brochures, advertising materials, and correspondence from the U. S. Department of Transportation approving carrier routes.	AV.	
PW5375-04	**CERTIFICATION MANUAL**	Manual specifying procedures, facilities and equipment descriptions, responsibility assignments, and any other information needed by personnel concerned with operating the airport in order to comply with Federal Aviation Authority (FAA) standards for airport operations.	Until superseded.	By regulation - 14 CFR 139.207(b). Retention Note: Review before disposal; some documentation of this type may merit **PERMANENT** or long-term retention for historical or legal reasons.
PW5375-05	**COMMUNICATION TAPES**	Daily recording of all phone lines and radios.	30 days.	
***PW5375-06**	**EMERGENCY PLANNING RECORDS**	Procedures, instructions, and other records maintained to minimize the possibility and extent of personal injury and property damage on the airport in an emergency.	Until superseded + 2 years.	By regulation - 14 CFR 139.325(g)(4).
PW5375-07	**FOREIGN TRADE ZONE (FTZ) RECORDS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5375-07a**	**FOREIGN TRADE ZONE (FTZ) RECORDS**	FTZ company operation records.	5 years after deactivation from FTZ.	By regulation – 19 CFR 146.4(d).
PW5375-07b	**FOREIGN TRADE ZONE (FTZ) RECORDS**	FTZ tenants.	Until superseded.	
PW5375-08	**MAINTENANCE AND INSPECTION RECORDS**			
PW5375-08a	**MAINTENANCE AND INSPECTION RECORDS**	Non-federal navigation facility reports - Record of meter readings and adjustments, facility maintenance log, radio equipment operation record, ground check error data, facility equipment performance and adjustment data, technical performance report, and similar documentation relating to local government-owned and operated navigational facilities such as VOR facilities, nondirectional radio beacons, instrument landing systems, simplified directional facilities, distance measuring equipment, VHF marker beacons, interim standard microwave landing systems, and microwave landing systems.	PERMANENT.	By regulation - 14 CFR 171.13(a-e), 171.33(a-c), 171.53(a-c), 171.117(a-c), 171.163(a-c), 171.213(a-c), 171.275(a-c), and 171.327(a-c).
PW5375-08b	**MAINTENANCE AND INSPECTION RECORDS**	Runway maintenance records - Logs, reports, and similar records relating to the inspection, maintenance, and repair of runways, runway lights, beacons, and other such ground or device maintenance records directly related to the landing and taking off of aircraft, *except* those included in directional facility records.	10 years.	
***PW5375-08c**	**MAINTENANCE AND INSPECTION RECORDS**	Safety self-inspections - Daily, or as otherwise required by the airport certification manual or airport certification specifications, reports of safety self-inspections of airport conditions in specific locations showing the conditions found and all corrective actions taken.	1 year.	By regulation - 14 CFR 139.327(c).
PW5375-08d	**MAINTENANCE AND INSPECTION RECORDS**	Tenant inspections - Materials documenting inspections of the physical facilities of each airport tenant fueling agent.	1 year.	By regulation - 14 CFR 139.321(d).
PW5375-08e	**MAINTENANCE AND INSPECTION RECORDS**	Other inspections.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5375-09	**NOTICES TO AIRMEN**	Reports officially notifying the public, FAA, and airlines that a problem exists with the airport facility.	2 years after notice is canceled.	
PW5375-10	**OPERATIONAL PERMITS AND CERTIFICATIONS**			
PW5375-10a	**OPERATIONAL PERMITS AND CERTIFICATIONS**	Permits and certifications from the FAA or other state and federal agencies and any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit or certification.	5 years after final expiration, cancellation, revocation, or denial of the permit or certification.	
PW5375-10b	**OPERATIONAL PERMITS AND CERTIFICATIONS**	Records concerning any exemptions granted or deviations required by an emergency.	5 years after deviation or expiration of exemption.	
PW5375-11	**OPERATIONS REPORTS**	Periodic reports or logs of airport operations, services, and activities, and statistical summaries of such reports.		
PW5375-11a	**OPERATIONS REPORTS**	Daily reports or logs and weekly and/or monthly statistical summaries of such reports.	3 years.	
PW5375-11b	**OPERATIONS REPORTS**	Annual reports.	PERMANENT.	
PW5375-12	**REPORTS TO REGULATORY AGENCIES**	Reports on any aspect of airport operations to the Federal Aviation Administration (FAA) or to other state or federal agencies as required by law, regulation, or agency order.		
PW5375-12a	**REPORTS TO REGULATORY AGENCIES**	Annual reports.	PERMANENT.	
PW5375-12b	**REPORTS TO REGULATORY AGENCIES**	Special reports that **are not** recapitulated in annual reports.	PERMANENT.	
PW5375-12c	**REPORTS TO REGULATORY AGENCIES**	Interim or periodic reports on a less than annual basis that are recapitulated in an annual report or in a special report under PW5375-12b.	5 years.	

PART 5: SOIL AND WATER CONSERVATION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5400-01	**ALLOCATIONS OF FUNDS, REQUESTS AND CLAIMS FOR**	Copies of requests and claims for allocations submitted to the Texas State Soil and Water Conservation Board.	FE + 3 years.	
PW5400-02	**VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR**			
PW5400-02a	**VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR**	Granted petitions.	As long as variance in effect + 2 years.	
PW5400-02b	**VARIANCE OF LAND USE REGULATIONS, PETITIONS FOR**	Denied petitions.	2 years.	
PW5400-03	**WATER QUALITY MANAGEMENT PLANS**	Water quality management and implementation plans developed by soil and water conservation plans for landowners to prevent and abate pollution, including any associated corrective action plans, notifications of withdrawal of certification, and maintenance agreements.	Life of plan + 2 years.	

PART 6: RECORDS OF AGRICULTURE EXTENSION AGENTS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5425-01	**CLIENT FILES**	Original records documenting the work of agriculture extension agents with their clients and copies of documents that by law, regulation, or administrative policy of the Agriculture Extension Service at Texas A&M University or other authorizing agency are retained by the agent after filing originals with the service or other agency.	3 years.	

PART 7: ENVIRONMENTAL HAZARDS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-01	**ASBESTOS MANAGEMENT RECORDS**			
PW5450-01a	**ASBESTOS MANAGEMENT RECORDS**	Records documenting asbestos abatement projects in public buildings.	30 years from the date of project completion.	By regulation - 25 TAC 295.62(a).
PW5450-01b	**ASBESTOS MANAGEMENT RECORDS**	Records of asbestos inspections.	5 years.	
PW5450-02	**ENVIRONMENTAL PROTECTION AND NATURAL RESOURCES MANAGEMENT PLANS**	Planning reports, background materials, and supporting documentation used to provide for the protection of the environment.	PERMANENT.	
PW5450-03	**ENVIRONMENTAL QUALITY REVIEW RECORDS**	Environmental impact statements and related reports, including background materials and supporting documentation used in preparing statements and reports.	PERMANENT.	
PW5450-04	**PEST CONTROL RECORDS**			
***PW5450-04a**	**PEST CONTROL RECORDS**	Records of pesticide applications, inspections and sampling notifications, and other documentation required by pesticide regulations.	2 years.	By law - Agriculture Code, Section 76.114(c) and by regulation - 4 TAC 7.33(a) and 4 TAC 7.144(a).
***PW5450-04b**	**PEST CONTROL RECORDS**	Records of aerial application of insecticides and of seasonal employees hired for mosquito control programs.	5 years.	By regulation – 25 TAC 267.11.
***PW5450-04c**	**PEST CONTROL RECORDS**	Records of distribution of restricted-use pesticides, state limited-use pesticides, or regulated herbicides.	2 years.	By law – Agriculture Code, Section 76.075 and by regulation – 4 TAC 7.32(a).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5450-04d**	**PEST CONTROL RECORDS**	Records relating to local aquatic vegetation management plan authorized by Parks and Wildlife Code, §11.083, including all local plan submissions and approvals, all treatment proposals submitted to Texas Parks and Wildlife Department (TPWD), all notices received and provided, all control measures taken by the governing entity (including records of date, place, location, type, and amount of all aquatic herbicide applications), and any other information relevant to a particular individual request for shoreline treatment.	5 years.	By regulation – 31 TAC 57.936.
PW5450-05	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Documentation of compliance with regulations for underground tank systems storing hazardous substances and petroleum substances, and immovable aboveground tanks storing petroleum products. (See item number PW5450-06 for records of movable aboveground storage tanks.)		
PW5450-05a	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Original and amended tank registration documents, original and amended certifications for storage tank system installations and financial responsibility, and notifications to storage tank purchaser.	Operational life of the storage tank system.	By regulation - 30 TAC 334.130(b)(1)(A) and 334.10(b)(2)(A).
PW5450-05b	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Records of requests for approval of variances or alternative procedures, and documentation of approval of such requests.	Operational life of the storage tank system.	By regulation: 30 TAC 334.43(e).
PW5450-05c	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Installation records. (1) General information relating to the installation of new storage tank systems and as-built drawings or plans depicting the sizes, dimensions, and locations of site features, system components, etc. (2) Equipment tests including the air tests and the tightness tests conducted on the tanks and piping at the time of installation.	 Operational life of the storage tank system. 5 years.	 By regulation - 30 TAC 334.46(i)(2). By regulation - 30 TAC 334.46(i)(3).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5450-05d**	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Records for upgrading existing storage tank systems. (1) General information related to the tank integrity assessment and cathodic protection requirements and as-built drawings or plans depicting the sizes, dimensions, and locations of any system components or equipment added. (2) Results of equipment tests and tank integrity tests required when upgrading existing storage tank systems including internal inspections, tank and piping tightness tests, and site assessments.	 Operational life of the storage tank system. 5 years.	 By regulation - 30 TAC 334.47(e)(2). By regulation - 30 TAC 334.47(e)(3).
PW5450-05e	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Operation and maintenance records of storage tank systems including records related to inspection, servicing, testing, and inventory control.	5 years.	By regulation - 30 TAC 334.48(g).
PW5450-05f	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Corrosion protection records. (1) Installation records relating to the corrosion protection system including information on the system designer, drawings or plans depicting the locations of all system components, operating instructions and warranty information, maintenance schedules, and testing procedures. (2) Results of tests and inspections of corrosion protection systems and components.	 As long as the corrosion protection system is used. 5 years.	 By regulation - 30 TAC 334.49(e)(2)(A). By regulation - 30 TAC 334.49(e)(2)(B).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-05g	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Release detection records.		
		(1) Installation records related to the release detection system; all written performance claims pertaining to the system used and documentation of how those claims have been justified or tested by the equipment manufacturer or installer; and any schedules of required calibration and maintenance provided by the release detection equipment manufacturer.	As long as the release detection system is used.	By regulation - 30 TAC 334.50(e)(2)(A), (B), and (E).
		(2) Results of sampling, testing, or monitoring of releases (including tank tightness tests); records and calculations related to inventory control reconciliation; and documentation of service, calibration, maintenance, and repair of release detection equipment.	5 years.	By regulation - 30 TAC 334.50(e)(2)(C), (D), and (E).
PW5450-05h	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Spill and overfill control records.		
		(1) Installation records of spill and overfill prevention equipment.	As long as the spill and overfill prevention equipment is used.	By regulation - 30 TAC 334.51(c)(2)(A).
		(2) Records of servicing, calibration, maintenance, and repair of spill and overfill equipment.	5 years.	By regulation - 30 TAC 334.51(c)(2)(B).
		(3) Transfer or inventory records documenting the basis for claiming an exemption from the spill and overfill equipment requirements, if applicable.	5 years.	By regulation - 30 TAC 334.51(c)(3).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-05i	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Records for repairs and relining. (1) General information related to the repair or relining of a storage tank including materials specifications, warranty information, recommended test procedures, and inspection and maintenance schedules applicable to the relining of a storage tank. (2) Results of inspections, tests, and maintenance activities.	 Operational life of the storage tank system. 5 years.	 By regulation - 30 TAC 334.52(d)(2)(A) and (C). By regulation - 30 TAC 334.52(d)(2)(B).
PW5450-05j	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Records of the installation of a used tank including inspection and tank tightness test results required for the reuse of used tank.	As long as the tank remains in operation.	By regulation - 30 TAC 334.53(c).
PW5450-05k	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Documentation of compliance with requirements for the temporary removal from service of a storage tank.	5 years.	By regulation - 30 TAC 334.54(e)(4)(B).
PW5450-05l	**STORAGE TANK (IMMOVABLE) SYSTEM RECORDS**	Documentation of compliance with requirements for the permanent removal from service of a storage tank.	As long as any underground storage tank remains in service at the facility or 5 years after the storage tank system is permanently removed from service, whichever longer.	By regulation - 30 TAC 334.54(e)(4)(B).
PW5450-06	**STORAGE TANK (MOVABLE) SYSTEM RECORDS**	Records of movable aboveground storage tanks that are regularly used to store petroleum products (e.g., skid tanks), are intended to be moved from one location to another on a regular basis, and are not permanently part of any particular facility.	5 years.	By regulation - 30 TAC 334.127(f)(2).
PW5450-07	**WASTE GENERATORS, RECORDS OF**			

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-07a	**WASTE GENERATORS, RECORDS OF**	Authorized discharges to surface waters - Records documenting permit requirements for monitoring and processing the surface discharge of wastewater generated from treatment of water contaminated by petroleum substances, and discharges to surface waters from locally-owned or operated activities including ready-mixed concrete plants and concrete products plants and their associated facilities, sand and gravel mining and processing facilities, motor vehicle cleaning facilities, and petroleum bulk stations and terminals.	3 years.	
PW5450-07b	**WASTE GENERATORS, RECORDS OF**	Hazardous waste - Operation records of generators of hazardous waste regarding the quantities generated and shipped off-site for storage. For retention requirements of records for local government-owned facilities that store, process, or dispose of hazardous waste, see Part 3 of Local Schedule UT (Records of Utility Services).		**Retention Note:** The retention period for the following records maintained by generators of hazardous waste is extended automatically during the course of any unresolved enforcement action regarding the regulated activity.
		(1) Records of any test results, waste analyses, or other methods used to determine if waste is hazardous.	3 years after the waste was last sent to an on-site or off-site storage, processing, or disposal facility.	By regulation - 30 TAC 335.70(a).
		(2) Manifests and shipping papers, such as monthly shipment summaries and exception reports, retained by generators of hazardous waste.	3 years.	By regulation - 30 TAC 335.13(d), (i), and (k).
		(3) Annual summary reports submitted by the generator to the Texas Commission on Environmental Quality.	3 years.	By regulation - 30 TAC 335.70(b) and (c).

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5450-07c	**WASTE GENERATORS, RECORDS OF**	Spill prevention and control. (1) Notifications of all discharges or spills required to be reported by regulations of the Texas Commission on Environmental Quality such as any quantity of oil, hazardous substances, or other substances, discharged or spilled into or which may enter water in the state if not immediately contained, controlled, or removed; any discharge or spill during transportation; any discharge or spill which presents an imminent and substantial endangerment to public health or public safety; etc. (2) Records of all discharges or spills and historical contamination, not subject to notification requirements, and maintained by facilities registered with the Texas Commission on Environmental Quality as a solid waste generator.	3 years. 3 years.	
PW5450-07d	**WASTE GENERATORS, RECORDS OF**	Used oil filters - Shipping documentation retained by generators of used oil filters.	3 years.	
PW5450-07e	**WASTE GENERATORS, RECORDS OF**	Whole used or scrap tires - Manifests, work orders, invoices, daily logs, or other documentation used to support activities related to the accumulation, handling, and shipment of whole used or scrap tires.	3 years.	By regulation - 30 TAC 330.828(e).

PART 8: WEIGHTS AND MEASURES RECORDS

Retention Note: The retention periods in this part apply to the records of county public weighers and county or municipal sealers of weights and measures. This part should not be used by state public weighers or state sealers of weights and measures.

Record Number	Record Title	Record Description	Retention Period	Remarks

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5475-01	**RECORD OF WEIGHTS**	Copies of certificates of weight or measure issued by a public weigher.	3 years.	
PW5475-02	**WEIGHTS AND MEASURES INSPECTION RECORDS**			
PW5475-02a	**WEIGHTS AND MEASURES INSPECTION RECORDS**	Record, maintained in a bound volume or on separate forms, of each inspection, measurement, and test made by a sealer of weights and measures.	3 years.	
PW5475-02b	**WEIGHTS AND MEASURES INSPECTION RECORDS**	Copies of reports to the Texas Department of Agriculture on violations of state weights and measures laws.	1 year.	

PART 9: LIBRARY AND MUSEUM RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5500-01	**ACCESSION/DEACCESSION RECORDS**	Records used to update library catalogs or inventory records of the accession through purchase or gift or the deaccession through loss or withdrawal of library and museum materials.	AV.	**Retention Note:** This record series does not include the record copy of purchase requisitions or orders or accounts payable documentation. See item numbers GR1025-26 and GR1075-03 in Local Schedule GR.
PW5500-02	**BORROWER REGISTRATION RECORDS**	Records documenting the registration of borrowers.	AV.	
PW5500-03	**CIRCULATION RECORDS**	Records documenting the circulation of library materials to individual borrowers.	AV.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5500-04	**INTERLIBRARY LOAN RECORDS**	Records relating to the lending and borrowing of library materials through interlibrary loan.	AV.	**Retention Note:** It is an exception to the retention period for this item that if interlibrary loan services are funded by indirect grants from the U.S. Department of Education, the record copy of documents evidencing interlibrary loan activity must be retained for FE + 5 years. See introductory retention note concerning grant records in Part 2 of Local Schedule GR (Records Common to All Local Governments).
PW5500-05	**INVENTORY RECORDS**	Shelf lists or equivalent records showing current library and museum holdings.	Until superseded.	
PW5500-06	**LIBRARY CATALOGS**		Until superseded.	

PART 10: PARKS AND RECREATION RECORDS

Retention Note: This part concerns records associated with the use of parks; playgrounds; community centers; swimming pools; theaters; concert halls; golf courses; zoos; civic auditoriums; and other sports, recreational, and cultural facilities owned and operated by a local government.

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5525-01	**ATTENDANCE REPORTS**	Reports, statistical compilations, and similar records of attendance at and the use of parks and recreational facilities.		
PW5525-01a	**ATTENDANCE REPORTS**	Annual reports.	PERMANENT.	
PW5525-01b	**ATTENDANCE REPORTS**	Monthly reports.	3 years.	
PW5525-01c	**ATTENDANCE REPORTS**	Daily or weekly reports.	1 year.	
PW5525-02	**HORTICULTURAL FILES**	Inventories, maps, and similar records relating to the botanical description and location of all plants, trees, and shrubs in local government parks, botanical gardens, arboretums, zoos, etc.	AV.	**Retention Note:** Review before disposal; some records in this group may merit **PERMANENT** retention for historical reasons.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5525-03**	**PROGRAM FILES**	Records relating to sports, recreational, or cultural activities and programs sponsored by a local government, including activity schedules, programs, rosters, status sheets, scorebooks, rules and regulations, activity planning records, and all other similar records not noted elsewhere in this part.	2 years.	**Retention Note:** Review before disposal; some records in this group may merit **PERMANENT** retention for historical reasons.
PW5525-04	**RESERVATION AND REGISTRATION RECORDS**			
PW5525-04a	**RESERVATION AND REGISTRATION RECORDS**	Logs or similar records documenting the reservation of park and recreational facilities.	2 years.	
PW5525-04b	**RESERVATION AND REGISTRATION RECORDS**	Applications for reserved use of park and recreational facilities not requiring a permit under local ordinance or policy.	2 years.	**Retention Note:** For reserved or special use of park or recreational facilities requiring a permit under local ordinance or policy see item number GR1000-36 in Local Schedule GR.
***PW5525-04c**	**RESERVATION AND REGISTRATION RECORDS**	Waivers of liability/parental consents.	3 years from cessation of activity for which the waiver was signed.	**Retention Note:** If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in Local Schedule GR.
PW5525-05	**SWIMMING POOL REPORTS**	Swimming pool water quality test and analysis reports.	3 years.	
PW5525-06	**VISITOR LOGS**	Guest books, registers, logs, or similar records of visitors to museums, historical sites, and other facilities owned or operated by a local government.	2 years.	

PART 11: ZOO RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5550-01	**PERMITS AND LICENSES**	Permits and licenses required by law or regulation from the U. S. Department of Agriculture, the Fish and Wildlife Service of the U. S. Department of Interior, or other federal or state agencies.	Expiration or termination + 3 years.	
PW5550-02	**MIGRATORY BIRD RECORDS**	Records showing the species and number of migratory birds acquired, possessed and disposed of; the names and addresses of persons from whom the birds were acquired and to whom such birds were donated or sold, and the dates of the transaction.	CE + 5 years.	By regulation - 50 CFR 21.12(b).
PW5550-03	**WILDLIFE RECORDS**	Records relating to zoo wildlife, **except** migratory birds (see item number PW5500-02).		
PW5550-03a	**WILDLIFE RECORDS**	Records relating to the taking, possession, transportation, sale, purchase, barter, exportation, or importation of wildlife under permit issued by the Fish and Wildlife Service of the U. S. Department of Interior.	Expiration of permit + 5 years.	By regulation - 50 CFR 13.46.
PW5550-03b	**WILDLIFE RECORDS**	Records relating to the euthanization or disposal of dead zoo animals **except** as noted in PW5550-03c.	1 year.	By regulation - 9 CFR 2.80(a).
PW5550-03c	**WILDLIFE RECORDS**	Necropsy reports on dead marine mammals.	3 years.	By regulation - 9 CFR 3.110(g).
PW5550-03d	**WILDLIFE RECORDS**	Water quality test reports for marine mammal facilities.	1 year.	By regulation - 9 CFR 3.106(a)(3).

PART 12: PUBLIC BROADCASTING RECORDS

Retention Notes: a) The retention periods in this part are for the records of noncommercial AM or FM radio and television broadcasting stations owned and operated by a local government.

b) Throughout this part the Federal Communication Commission is referred to as the FCC.

c) It is an exception to the retention periods given in this part, that records having a substantial bearing on a matter which is the subject of a claim against the licensee, or relating to an FCC investigation or a complaint to the FCC of which the licensee has been advised, shall be retained until the

licensee is notified in writing that the records may be discarded, or, if the matter is a private one, the claim has been satisfied or is barred by statutes of limitation. In addition, it is an exception to the retention period for item number PW5575-08 that logs involving communications incident to a disaster or which include communications incident to or involved in an investigation by the FCC and about which the licensee has been notified, shall be retained by the licensee until specifically authorized in writing by the FCC to destroy them.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5575-01**	**APPLICATIONS AND RELATED MATERIALS**	A copy of any application tendered for filing with the FCC, together with all related material, including supporting documentation of any points claimed in the application pursuant to Sec. 73.7003, and copies of FCC decisions pertaining thereto. If petitions to deny are filed against the application and have been served on the applicant, a statement that such a petition has been filed shall be maintained in the file together with the name and address of the party filing the petition.	Applications shall be retained until final action has been taken on the application, except that applications for a new construction permit granted pursuant to a waiver showing and applications for assignment or transfer of license granted pursuant to a waiver showing shall be retained for as long as the waiver is in effect. In addition, license renewal applications granted on a short-term basis shall be retained until final action has been taken on the license renewal application filed immediately following the shortened license term.	By regulation - 47 CFR 73.3527(e)(2).

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5575-02**	**ISSUES/PROGRAMS LISTS**	For nonexempt noncommercial educational broadcast stations, every three months a list of programs that have provided the station's most significant treatment of community issues during the preceding three month period. The list shall include a brief narrative describing what issues were given significant treatment and the programming that provided this treatment. The description of the programs shall include, but shall not be limited to, the time, date, duration, and title of each program in which the issue was treated.	Until final action has been taken on the station's next license renewal application.	By regulation - 47 CFR 73.3527(e)(8)(i).
PW5575-03	**CONSTRUCTION PERMIT RECORDS**	Records relating to applications for the construction of new stations in the noncommercial educational broadcast services, including copies of applications and all exhibits, letters, and other documents tendered with or incorporated by reference in the application; all correspondence between the applicant and the FCC; any initial and final decisions in any hearings on the application; copies of any petitions filed to deny the application; and documentation relating to any requests for an extension of time to complete construction.		
PW5575-03a	**CONSTRUCTION PERMIT RECORDS**	If permit is granted.	Until the expiration of the first licensing term (5 years for television licensees and 7 years for radio licensees) or until the grant of the first renewal application of the license in question, whichever later.	By regulation - 47 CFR 73.3527(e)(2).
PW5575-03b	**CONSTRUCTION PERMIT RECORDS**	If permit is denied.	Until denial of permit by the FCC or, if appealed to a court, until decision of FCC upheld.	

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5575-04	**DONOR LISTS**	Lists of donors supporting specific programs broadcast by the station.	2 years.	By regulation - 47 CFR 73.3527(e)(9).
***PW5575-05**	**EQUAL EMPLOYMENT OPPORTUNITY FILE**	Copies of annual employment reports filed with the FCC, including all exhibits, letters, and other documents filed with or incorporated by reference in the report.	Until final action has been taken on the station's next license renewal application.	By regulation - 47 CFR 73.3527(e)(6).
PW5575-06	**OPERATIONAL LICENSES AND PERMITS**	Station operation and broadcasting licenses and permits from the FCC, *except* those noted elsewhere in this part.	Expiration or cancellation of license or permit + 3 years.	
PW5575-07	**POLITICAL FILES**	Record of requests made by or on behalf of political candidates for broadcast time, including a schedule of time purchased or provided free, when spots actually aired, the rates charged (if any), and the classes of time purchased (if any).	2 years.	By regulation - 47 CFR 73.1943(c).
PW5575-08	**STATION LOGS**	Logs containing technical data on the operation of the station as required by regulations of the FCC (47 CFR 73.1800 and 73.1820).	2 years, but see retention note.	By regulation - 47 CFR 73.1840(a). **Retention Note:** It is an exception to the retention period indicated that logs involving communications incident to a disaster or which include communications incident to or involved in an investigation by the FCC and about which the licensee has been notified, shall be retained by the licensee until specifically authorized in writing by the FCC to destroy them. In addition, logs incident to or involved in any claim or complaint of which the licensee has notice shall be retained by the licensee until such claim or complaint has been fully satisfied or until the same has been barred by statute limiting the time for filing of suits upon such claims.

PART 13: SOCIAL SERVICES RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5600-01	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Records of local government services for the elderly and disabled, funded through grants from the Texas Department of Aging and Disability Services.		
***PW5600-01a**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Financial records, supporting documents, statistical records, and other records relating to the performance of local governments designated to receive grants as area agencies on aging or local governments subcontracting for services to older persons such as transportation, homemaker services, multipurpose senior centers, information and referral, nutrition services, etc.	5 years following the end of the federal fiscal year to which the record pertains and until any pending litigation, claim, or audit findings, issuance or proposed disallowed costs or other disputes have been resolved.	
PW5600-01b	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Records relating to all complaints filed concerning a grantee agency.	5 years after the end of grantee's fiscal year and until any pending litigation, claim or audit findings, issuance of proposed disallowed costs, or other disputes have been resolved.	By regulation - 40 TAC 81.21(d).
PW5600-01c	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Training records certifying completion of an approved National Safety Council Defensive Driving Course for vehicle operators providing transportation services authorized under Title III of the Older Americans Act.	Until superseded.	**Retention Note:** Current certification must be retained to verify that training has been received.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5600-01d**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Administrative, fiscal, personnel, and client case records documenting case management services and nursing facilities.	3 years and 90 days after termination of the contract or until any litigation, claim, or audit is resolved, whichever is longer.	By regulation- 40 TAC 69.158(a) and 40 TAC 19.1924(2) **Retention Note:** Any personnel or payroll records in this record group must be kept for the retention period indicated here or for the retention period for the record in Part 3 of Local Schedule GR (Records Common to All Local Governments), whichever longer.
***PW5600-01e**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Records relating to services performed by local authorities under the Texas Home Living Program.	6 years from the date the records were created; any audit exception or litigation involving the records is resolved; or the individual becomes 21 years of age.	By regulation - 40 TAC 9.574(a)(b).
***PW5600-01f**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Records relating to services performed by local authorities under the Intermediate Care Facilities/Mental Retardation (ICR/MR) Program.	5 years from the date the records were created; any audit exception or litigation involving the records is resolved; or the individual becomes 21 years of age.	By regulation - 40 TAC 9.213(b).
***PW5600-01g**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Clinical records relating to Nursing Facility Requirements for Licensure and Medicaid Certification.	5 years after medical services end; or for a minor, three years after a resident reaches legal age under Texas law.	By regulation - 40 TAC 19.1910(b).
***PW5600-01h**	**AGING AND DISABLED, RECORDS OF SERVICES FOR THE**	Index of admissions and discharges.	PERMANENT.	By regulation - 40 TAC 19.1912(a).
PW5600-02	**CHILD PROTECTIVE SERVICE RECORDS**	Records of local government services to protect children from abuse and neglect.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5600-02a**	**CHILD PROTECTIVE SERVICE RECORDS**	Child placement services (24-hour care and adoption). (1) Case records of children placed in substitute care *except* for health records and documentation of the termination of parental rights. (2) For children placed in substitute care, health records that physicians advise will be of medical importance to the child and information concerning the termination of parental rights or the court order. (3) Case records of children placed in adoption.	Date minor reaches majority age + 5 years. PERMANENT. PERMANENT.	.
***PW5600-02b**	**CHILD PROTECTIVE SERVICE RECORDS**	Child welfare contracts - Fiscal documents maintained by a county to ensure that claims for federal matching funds for child welfare contracts with the Texas Department of Family and Protective Services (DFPS) meet applicable federal requirements.	3 years after the date final expenditure is submitted.	**Retention Note:** If audited during the three-year period, the county must keep the documents until any audit exceptions are reconciled.

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5600-02c**	**CHILD PROTECTIVE SERVICE RECORDS**	Contracts with Texas Department of Family and Protective Services (DFPS) for services for runaways and at-risk youth. (1) Financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted to the department or its agent. (2) Records of nonexpendable property acquired under the contract.	3 years and 90 days after the end of the contract period or 3 years after the end of the federal fiscal year in which services were provided (if a provider agreement/contract has no specific termination date in effect) or until all litigation, claims, or audit findings are resolved. 3 years after the final disposition of the property.	By regulation - 40 TAC 732.262(b). **Retention Note:** Contract period means the beginning date through the ending date specified in the original agreement/contract; extensions are considered separate contract periods. By regulation - 40 TAC 732.262(b).
***PW5600-02d**	**CHILD PROTECTIVE SERVICE RECORDS**	Client files documenting protective services funded through contracts with the Texas Department of Family and Protective Services (DFPS).	5 years from the last date of services.	By regulation - 40 TAC 732.262(c) for medical records, and by authority of this schedule for documentation of other child welfare services.
***PW5600-03**	**PURCHASED SOCIAL SERVICES RECORDS**	Documentation of social services funded through a contract with the Health and Human Services Commission **except** purchased health services listed in Local Schedule HR (Records of Public Health Agencies).		

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5600-03a**	**PURCHASED SOCIAL SERVICES RECORDS**	Financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted to the department or its agent.	3 years and 90 days after the end of the contract period or 3 years after the end of the federal fiscal year in which services were provided (if a provider agreement/contract has no specific termination date in effect) or until all litigation, claims, or audit findings are resolved.	**Retention Note:** Contract period means the beginning date through the ending date specified in the original agreement/contract; extensions are considered separate contract periods.
***PW5600-03b**	**PURCHASED SOCIAL SERVICES RECORDS**	Records of nonexpendable property acquired under the contract.	3 years after the final disposition of the property.	
***PW5600-03c**	**PURCHASED SOCIAL SERVICES RECORDS**	Social services client files.	5 years from the last date of services.	
PW5600-04	**SOCIAL SERVICE CLIENT CASE FILES**	Records of local government programs that provide social services such as emergency assistance, child care programs, services to the aged and disabled, housing and homelessness programs, etc., *except* for those programs funded by contracts with state agencies, as specified elsewhere in this section.		
PW5600-04a	**SOCIAL SERVICE CLIENT CASE FILES**	Denied applicant records including application, eligibility worksheet, note of eligibility decision, reason for denial, and explanation of appeal process.	3 years.	
PW5600-04b	**SOCIAL SERVICE CLIENT CASE FILES**	Eligible applicant records documenting services provided including application for services, eligibility verification, case assessment, referrals to community resources, etc.	5 years from last date of service.	
***PW5600-05**	**VOLUNTEER SERVICE FILES**	Information about individual volunteers and duties they perform.	US or date of separation + 3 years.	

PART 14: VETERANS SERVICE OFFICER RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5625-01	**CLIENT FILES**	Original records documenting the work of veterans service officers with their clients and copies of documents that by law, regulation, or administrative policy of authorizing federal or state agencies are retained by the agent after filing originals with the agency.	3 years.	

PART 15: GAMING RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5650-01	**BINGO APPLICATIONS AND LICENSES**	Copies of applications to conduct bingo games and copies of bingo licenses.		
PW5650-01a	**BINGO APPLICATIONS AND LICENSES**	Applications.	1 year.	
PW5650-01b	**BINGO APPLICATIONS AND LICENSES**	Licenses and license renewals.	Until superseded, *but see retention note.*	**Retention Note:** If a bingo license is 2 years old and has not been superseded by a new license, it may be disposed of.
PW5650-02	**REPORTS OF PROCEEDS**	Reports of proceeds of bingo operators licensed to operate in counties and cities.		
PW5650-02a	**REPORTS OF PROCEEDS**	If the city or county has imposed a gross receipts tax on bingo proceeds.	FE + 3 years.	
PW5650-02b	**REPORTS OF PROCEEDS**	If the city or county has **not** imposed a gross receipts tax on bingo proceeds.	AV.	

PART 16: CEMETERY RECORDS

Retention Note: This part applies to the records of cemeteries operated by counties, cities, or any other local government.

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5675-01	**CREMATION RECORDS**	Records relating to the cremation of human remains in a cemetery crematorium showing name and age of deceased (if known), date of cremation, and disposition of cremated remains.	PERMANENT.	
PW5675-02	**INTERMENT RECORDS**	Records showing name and age of deceased (if known), date of interment, and type and location of interment.	PERMANENT.	
PW5675-03	**DISINTERMENT RECORDS**	Court or health department exhumation orders, copies of disinterment permits, reports concerning the disinterment and subsequent disposition of the exhumed remains, and similar records relating to the disinterment or exhumation of human remains.	PERMANENT.	
PW5675-04	**CEMETERY MAPS AND PLATS**	Maps, plats, or similar records showing the location of all graves and gravesites in the cemetery.	PERMANENT.	
PW5675-05	**CEMETERY REGISTERS**	Ledgers, registers, or similar records showing all cemetery lots by plat number with the name of the purchaser, purchase price, and date of purchase.	PERMANENT.	
PW5675-06	**DEEDS (CEMETERY)**	Deed books or copies of deeds or comparable instruments of ownership of lots and gravesites, including similar records relating to deed transfers.	PERMANENT.	

PART 17: COUNTY HISTORICAL COMMISSION RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
PW5700-01	**COUNTY REGISTER OF HISTORICAL PLACES AND MEMORABILIA**	Register containing data on historical places and memorabilia required of county historical commissions by the Local Government Code, Section 318.006(b).	PERMANENT.	

PART 18: MISCELLANEOUS RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***PW5725-01**	**OIL AND GAS RECORDS**	Records relating to drilling for oil and gas on land owned by municipalities or other local governments.		
***PW5725-01a**	**OIL AND GAS RECORDS**	Permits.	Expiration, cancellation, revocation, or denial of permit + 5 years.	
***PW5725-01b**	**OIL AND GAS RECORDS**	Inspection reports.	3 years.	
***PW5725-01c**	**OIL AND GAS RECORDS**	Oil and gas lease and production records, and division orders.	Expiration, cancellation, or revocation of associated lease + 5 years.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative format upon request.

Figure: 13 TAC §7.125(a)(12) *Effective April 3, 2011*

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE UT
(Second Edition)

RETENTION SCHEDULE FOR RECORDS OF PUBLIC UTILITY SERVICES

This schedule establishes mandatory minimum retention periods for records maintained in water districts and by local government-owned water and wastewater, solid waste, electric, gas, or other special utility districts. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code,

Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated prior to the destruction of the record until the completion of the action and the resolution of all issues that arise from it or until the expiration of the retention period of the record, whichever is later.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is less than permanent may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the director and librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk (*) in this second edition of Local Schedule UT indicates that the record is either new to this edition, the retention period for the record has been changed for the record, or substantive amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
CFR - Code of Federal Regulations
FE - Fiscal year end
LA - Life of asset
TAC - Texas Administrative Code
US - Until superseded

Table of Contents

Part 1: General Records _____ page 5

Part 2: Water and Wastewater Records _____ page 12

Part 3: Solid Waste and Hazardous Waste Management Records _____ page 16

Part 4: Electric Utility Records _____ page 26

Part 5: Gas Utility Records _____ page 27

RECORDS OF UTILITY SERVICES

Retention Notes: a) This schedule should be used by water districts and by local government-owned water and wastewater, solid waste, electric, and gas utility departments.

b) For administrative, financial, personnel, and support services records not included in this schedule, see Local Schedule GR (Records Common to All Governments).

PART 1: GENERAL RECORDS

Retention Note: The records listed in this part are those common to two or more of the utility operations covered in Parts 2-5 of this schedule.

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-01	**COMMUNICATIONS WITH REGULATORY AUTHORITY, RECORD OF**	Record maintained by a municipality as a utility regulatory authority detailing contacts by regulated utilities or their affiliates or representatives with the municipality.	2 years.	
UT5000-02	**COMPLAINTS**			
UT5000-02a	**COMPLAINTS**	Record of complaints from customers or applicants for public utility services **except** that complaints requiring no further action by the utility need not be recorded. Includes the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition made.	Final settlement of complaint + 2 years.	By regulation - 30 TAC 291.81(b)(4) for water and sewer utilities, and by authority of this schedule for all others.
***UT5000-02b**	**COMPLAINTS**	Complaints to the Public Utility Commission about electric service providers.	Determination by the Public Utility Commission + 2 years.	By regulation - 16 TAC 25.30 (c)(3) for electric service providers.
***UT5000-02c**	**COMPLAINTS**	Complaints to public water utilities regarding quality, outage, or pressure.	2 years.	By regulation - 30 TAC 290.46(f)(3)(A)(iii).

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-03	**CONFIDENTIALITY REQUESTS**	Forms or other written requests submitted by utility customers requesting confidentiality of personal information (address, telephone number, and social security number) in account records, including any subsequent written instructions to rescind requests for confidentiality.		
UT5000-03a	**CONFIDENTIALITY REQUESTS**	If indication of confidentiality **is** made in a customer account history (item number UT5000-05).	AV after indication made.	
UT5000-03b	**CONFIDENTIALITY REQUESTS**	If indication of confidentiality **is not** made in a customer account history (item number UT5000-05).	Until destruction of all records that contain personal information about the customer.	**Retention Note:** This record consists only of separate forms used by a utility to determine the wishes of a customer concerning confidentiality. It does not include confidentiality requests made on return portions of statements, service applications, etc.
***UT5000-04**	**CUSTOMER BILLING RECORDS**	Monthly or other periodic billing detail records on each customer utility account documenting utility charges and payments.		
***UT5000-04a**	**CUSTOMER BILLING RECORDS**	Electric service providers**.**	2 years.	By regulation - 16 TAC 25.25(e).
***UT5000-04b**	**CUSTOMER BILLING RECORDS**	Electric service providers for services other than electricity and all other government utilities, if records **do not document** the payment of any monies remittable to the State Comptroller of Public Accounts.	FE + 3 years.	
***UT5000-04c**	**CUSTOMER BILLING RECORDS**	Electric service providers for services other than electricity and all other government utilities, if records **document** the payment of any monies remittable to the State Comptroller of Public Accounts.	FE + 5 years.	
***UT5000-04d**	**CUSTOMER BILLING RECORDS**	Authorization forms used to enroll in electronic funds transfer or other automatic payment methods.	US or close of account.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-05	**CUSTOMER ACCOUNT HISTORIES**	Account history of each customer of a utility, including all information (name, address, account number, etc.) necessary to provide and bill for services.	Close of account + 2 years.	
UT5000-06	**CUSTOMER USAGE REPORTS AND PLANS**	Reports, plans, or similar records that by law or regulation must be submitted to a utility from customers concerning intended or actual use of the utility system (e.g. statements of intent to irrigate acreage submitted to an irrigation district, industrial user discharge reports submitted to publicly-owned treatment works, etc.).	3 years.	By regulation - 40 CFR 403.12(o)(3) for industrial user discharge reports and by authority of this schedule for all others.
UT5000-07	**DISCONTINUANCE OF SERVICE RECORDS**	Records relating to the actual or threatened disconnection or discontinuance of utility service to a customer for non-payment or violation of terms of service, including termination notices, attending physician statements, energy assistance grant notifications, deferred payment agreements, and resolution of dispute review documents.	1 year.	
***UT5000-08**	**EQUIPMENT HISTORY RECORDS**			
UT5000-08a	**EQUIPMENT HISTORY RECORDS**	Records on individual items of equipment, machinery, apparatus, or other physical components integral to the functioning of a utility system, including records of installation, inspection, testing, maintenance, and repair. See also item number UT5000-09.	LA.	
***UT5000-08b**	**EQUIPMENT HISTORY RECORDS**	Records of the calibration of testing and monitoring instruments, except those to monitor air emissions.	3 years.	By regulation - 30 TAC 319.7(c) for instrumentation used in monitoring waste discharge, and by authority of this schedule for all others, except those to monitor air emissions.
***UT5000-08c**	**EQUIPMENT HISTORY RECORDS**	Records of the calibration of instrumentation used to monitor air emissions.	2 years.	By regulation - 30 TAC 111.111.

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-09	**EQUIPMENT INVENTORY RECORDS**	Registers, index cards, or similar records providing an inventory of equipment, machinery, apparatus, and other physical components installed or in use in a utility system, showing location, date of installation, and similar data.		
UT5000-09a	**EQUIPMENT INVENTORY RECORDS**	For a complete inventory that is periodically revised and reprinted.	US + 1 year.	
***UT5000-09b**	**EQUIPMENT INVENTORY RECORDS**	For an inventory that is maintained on cards or similar discrete media.	LA, but see retention note.	**Retention Note:** Records of individual items may be pulled from a card or similar file and destroyed when the item is junked or salvaged.
UT5000-10	**MAPS AND PLATS**	Maps and plats of local government-owned utility systems showing service areas, facilities, and infrastructure. See also item number UT5000-14.		
UT5000-10a	**MAPS AND PLATS**	Landfills.	PERMANENT.	
UT5000-10b	**MAPS AND PLATS**	All other utilities.	US.	**Retention Note:** Review before disposal; some maps may merit **PERMANENT** retention for historical reasons.
UT5000-11	**METER READING RECORDS**	Books, cards, sheets, or similar records, such as those maintained in automated systems, showing monthly or other periodic utility consumption recorded on each meter, including those provided by customers in customer-read programs.	3 years.	
UT5000-12	**OPERATION AND MAINTENANCE MANUALS**	Manuals detailing procedures for the operation and maintenance of utility systems and equipment.	US.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-13	**PLANNING STUDIES AND REPORTS**	Studies, reports, analyses, research data, projections, graphic material, and similar planning documents by outside consultants or in-house staff relating to comprehensive planning, capital improvements, land use and open space, economic development and outlook, regional and intergovernmental cooperation, growth patterns, demographics, long range forecasts and projections, and other aspects of utility planning not listed elsewhere in this schedule.		
UT5000-13a	**PLANNING STUDIES AND REPORTS**	Special planning studies or reports prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state or federal agency or a court.	PERMANENT.	
UT5000-13b	**PLANNING STUDIES AND REPORTS**	All other planning reports or studies.	10 years.	**Retention Notes:** a) Review before disposal; many records of this type may merit **PERMANENT** or long-term retention for administrative or historical reasons. See also item number GR1000-39. b) Be certain that planning documents do not fall within other records series. For example, excavation and construction plans are included under item number UT5000-14(a) and plans required for a solid waste landfill disposal site are included under item number UT5050-07(b).

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-14	**PRIVATE UTILITY PLANS AND MAPS**	Excavation and construction plans, maps and diagrams, and similar records concerning the transmission and distribution systems of privately owned electric, gas, water, telephone, telegraph, and cable television companies maintained by a local government.		
***UT5000-14a**	**PRIVATE UTILITY PLANS AND MAPS**	Excavation and construction plans.	Completion of work + 3 years.	
***UT5000-14b**	**PRIVATE UTILITY PLANS AND MAPS**	Maps.	US.	Review before disposal; some maps may merit **PERMANENT** retention for historical reasons.
UT5000-15	**RATE SCHEDULES, REGULATIONS, AND CHANGE DOCUMENTATION**	Tariffs containing schedules of all rates, tolls, charges, and regulations pertaining to all services provided by a utility, including notices of intent to change rates and associated rate change or rate appeal documentation.		
UT5000-15a	**RATE SCHEDULES, REGULATIONS, AND CHANGE DOCUMENTATION**	Maintained by a local government as operator of a utility (including superseded tariffs).	PERMANENT.	
UT5000-15b	**RATE SCHEDULES, REGULATIONS, AND CHANGE DOCUMENTATION**	Maintained by a municipality or other local government as a regulatory authority. (1) Tariffs. (2) All other documentation.	 US. 5 years.	
UT5000-15c	**RATE SCHEDULES, REGULATIONS, AND CHANGE DOCUMENTATION**	Received and maintained by a local government as an entity to be affected by proposed change.	AV.	
UT5000-15d	**RATE SCHEDULES, REGULATIONS, AND CHANGE DOCUMENTATION**	Rate appeal documentation maintained by a local government appealing a rate determination.	AV after final disposition of the appeal.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5000-16	**SERVICE APPLICATION AND DEPOSIT RECORDS**			
UT5000-16a	**SERVICE APPLICATION AND DEPOSIT RECORDS**	Service applications, unless needed for (b).	1 year.	
UT5000-16b	**SERVICE APPLICATION AND DEPOSIT RECORDS**	Receipts, refund cards, and related records documenting customer deposits and refunds.	FE of refund of deposit or its credit to unpaid balance + 3 years.	
***UT5000-16c**	**SERVICE APPLICATION AND DEPOSIT RECORDS**	Records of unclaimed deposits for water and sewer utilities.	7 years.	By regulation - 30 TAC 291.84(g)(3) for water and sewer utilities.
***UT5000-16d**	**SERVICE APPLICATION AND DEPOSIT RECORDS**	Records of unclaimed deposits except for water and sewer utilities.	4 years.	By regulation - 16 TAC 25.24(i)(3) for electric service providers, and by authority of this schedule for all others except water and sewer utilities.
***UT5000-17**	**SERVICE INTERRUPTION RECORDS**	Reports, logs, or similar records detailing location, time, and cause of interruption of utility services or operations, including any written reports of service interruptions submitted to a regulatory authority as required by law or regulation.	5 years.	
UT5000-18	**STANDARDS AND SPECIFICATIONS FILES**	Standards and specifications for materials, supplies, and services.	AV.	**Retention Note:** Standards and specifications related to records series listed in Local Schedule GR (Records Common to All Governments) such as bid proposals (item number GR1075-01) and construction project files (item number GR1075-16) should be maintained for the retention period adopted for those records.
UT5000-19	**WORK ORDERS**	Work orders, service orders, and similar records requesting, authorizing, and describing work to be done by utility personnel.	2 years.	

PART 2: WATER AND WASTEWATER RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5025-01**	**MICROBIOLOGICAL ANALYSIS RECORDS**	Records of microbiological analyses of water and wastewater systems.	5 years.	By regulation - 30 TAC 290.46(f)(3)(D)(i).
***UT5025-02**	**CHEMICAL ANALYSIS RECORDS**	Records of chemical analyses of water and wastewater systems.	10 years.	By regulation - 30 TAC 290.46(f)(3)(E)(ii).
UT5025-03	**GROUNDWATER MONITORING RECORDS**	For water and wastewater permits containing a groundwater monitoring requirement, records from all groundwater monitoring wells and associated groundwater surface elevations.	3 years.	By regulation - 30 TAC 319.7(c) for waste discharge permits and by authority of this schedule for all others.
UT5025-04	**INSPECTION RECORDS**	Logs, reports, or similar records of inspection of septic tanks, catch basins, or other private sector water-related facilities by water or wastewater personnel.	3 years.	
UT5025-05	**LEAD AND COPPER COMPLIANCE RECORDS**	Records of all sampling data and analyses, reports, surveys, letters, evaluations, schedules, state determinations, and other information required by the Environmental Protection Agency to demonstrate compliance with requirements concerning corrosion control treatment, source water treatment, lead service line replacement, public education and supplemental monitoring, water quality parameters, and monitoring of lead and copper in source and tap water.	12 years.	By regulation - 40 CFR 141.91.
UT5025-06	**OPERATIONAL PERMITS AND APPROVALS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5025-06a**	**OPERATIONAL PERMITS AND APPROVALS**	Permits and approvals from the Texas Commission on Environmental Quality, the Environmental Protection Agency, and other county, state, and federal agencies as required by law or regulation concerning wastewater treatment and disposal, water use, water districts, environmental protection; and any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit or approval.	Expiration, cancellation, revocation, or denial + 5 years.	
***UT5025-06b**	**OPERATIONAL PERMITS AND APPROVALS**	Records concerning any variance or exemption granted to a system.	Expiration of variance or exemption + 5 years.	By regulation - 30 TAC 290.46(f)(3)(C)(i).
***UT5025-07**	**OPERATIONS RECORDS**	Internal records, reports, logs, or similar records that document or summarize the operations of water supply, treatment, and distribution facilities, stations, and systems; and wastewater collection and treatment facilities, plants, and systems.		
UT5025-07a	**OPERATIONS RECORDS**	Records of monitoring activities, including records concerning measurements and analyses performed and concerning calibration and maintenance of flow measurement and other instrumentation.	3 years.	By regulation - 30 TAC 319.7(c) for wastewater operations, 30 TAC 290.46(f)(3)(B) for public water systems, and by authority of this schedule for all others.
UT5025-07b	**OPERATIONS RECORDS**	Periodic logs or reports compiled on less than an annual basis.	3 years.	
UT5025-07c	**OPERATIONS RECORDS**	Annual or biennial reports.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5025-08	**REPORTS TO REGULATORY AUTHORITIES**	Periodic monitoring, financial, and operational reports submitted to the Texas Commission on Environmental Quality, the Environmental Protection Agency, or other agencies and local governments as required by law or regulation on the collection, treatment, and disposal of wastewater and for monitoring the quality of any water in the state.		
UT5025-08a	**REPORTS TO REGULATORY AUTHORITIES**	Periodic reports compiled and submitted on less than an annual basis.	3 years.	
UT5025-08b	**REPORTS TO REGULATORY AUTHORITIES**	Annual and biennial reports or special reports ordered or required by a regulatory authority.	PERMANENT.	
***UT5025-09**	**SANITARY SURVEYS**	Surveys, studies, reports, summaries, or communications examining the overall sanitary condition of water and wastewater systems.	10 years.	By regulation - 30 TAC 290.46(f)(3)(E)(iii).
UT5025-10	**TAP AND HOOK-UP LOGS**	Logs, log sheets, or comparable documents providing a record of water or sewer tap and hook-up permits issued showing location, date of installation, and similar data.	PERMANENT.	
***UT5025-11**	**VIOLATION REPORTS**	Reports, correspondence, and similar records relating to actions taken to correct violations of federal, state, or local primary drinking water regulations; or of other water or wastewater-related laws, ordinances, or regulations.	3 years after last action taken with respect to the particular violation.	By regulation - 30 TAC 290.46(f)(3)(B)(i).
UT5025-12	**WATER AND WASTEWATER PERMIT FILES**			

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5025-12a	**WATER AND WASTEWATER PERMIT FILES**	Applications for and similar records relating to the issuance and renewal of permits by a local government for the installation of septic tanks, water and sewer taps and hook-ups, and water meters; for waste discharge; and for other water or wastewater-related installations or activities required by ordinance, regulation, or statute (for logs of such permits see item numbers UT5025-10 and UT5025-13).	Expiration, cancellation, revocation, or denial of the permit + 5 years.	
***UT5025-12b**	**WATER AND WASTEWATER PERMIT FILES**	Records concerning variances or exemptions.	Expiration of variance or exemption + 5 years.	By regulation - 30 TAC 290.46(f)(3)(C)(i) for public water systems and by authority of this schedule for all others.
UT5025-13	**WATER AND WASTEWATER PERMIT LOGS**	Logbooks, registers, or comparable documents providing a record of water and wastewater permits issued by a local government or any of its departments or subdivisions.	PERMANENT.	
UT5025-14	**WATER AND WASTEWATER TREATMENT SLUDGE RECORDS**			
UT5025-14a	**WATER AND WASTEWATER TREATMENT SLUDGE RECORDS**	Records of operators of public water and wastewater treatment plants that apply sewage sludge to land for beneficial use or prepare/provide sewage sludge to persons who prepare, apply, sell, or give away sewage sludge for land application for beneficial use. Includes sludge sample analyses; certification statements; and descriptions of how pathogen requirements, vector attraction reduction requirements, site restrictions, and management practices are met.	5 years.	By regulation - 30 TAC 312.47(a) and (b).

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5025-14b	**WATER AND WASTEWATER TREATMENT SLUDGE RECORDS**	Records of operators of public water and wastewater treatment plants that prepare sewage sludge that is to be placed on a surface disposal site including sludge sample analyses, certification statements, and descriptions of how pathogen requirements and vector attraction reduction requirements are met.	5 years.	By regulation - 30 TAC 312.67(a)(1).
UT5025-14c	**WATER AND WASTEWATER TREATMENT SLUDGE RECORDS**	Monitoring information relating to sewage sludge use and disposal activities.	5 years.	By regulation - 30 TAC 305.125(11)(B).
UT5025-14d	**WATER AND WASTEWATER TREATMENT SLUDGE RECORDS**	Trip tickets completed by transporter and retained by generator of sludge.	5 years.	
UT5025-15	**WATER POLLUTION CONTROL AND ABATEMENT FILES**	Studies, staff reports, surveys, and similar monitoring and planning records relating to the control and abatement of actual or potential water pollution in a municipality designed to meet the pollution abatement responsibilities of cities pursuant to provisions of the Water Code, Section 26.177.	5 years.	

PART 3: SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT RECORDS

Retention Notes: a) This section applies to facilities owned, operated, or leased by a local government for the collection, handling, transfer, storage, processing, and disposal of solid waste, including medical waste and sludge generated by water supply or wastewater treatment plants, and hazardous waste except for radioactive materials.

b) For Radiation Control Records see item number HR4750-07.

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-01**	**AIR POLLUTION CONTROL MONITORING RECORDS**	Documentation required by solid and hazardous waste permits to assure compliance with air pollution control standards including stack sampling analyses, emissions monitoring, or other tests related to air emissions to prove satisfactory equipment performance **except** for sewage sludge incineration. See also item number UT5050-07(c)(2).	5 years.	By regulation - 30 TAC 101.8(d).
UT5050-02	**ASBESTOS DISPOSAL RECORDS**			
UT5050-02a	**ASBESTOS DISPOSAL RECORDS**	Waste shipment record.	2 years.	By regulation - 40 CFR 61.154(e)(4).
UT5050-02b	**ASBESTOS DISPOSAL RECORDS**	Map or diagram showing location, depth and area, and quantity of asbestos-containing waste within the disposal site.	Until closure of site.	By regulation - 40 CFR 61.154(f).
***UT5050-03**	**GROUNDWATER MONITORING RECORDS**	Records of solid waste and hazardous waste collection, storage, processing, and disposal facilities that have a groundwater monitoring requirement, including analyses of samples, measurements of indicator parameters, certifications, and any other demonstrations, findings, testing, and analytical data relating to groundwater monitoring and corrective action.	Life of the facility including the post-closure care period.	By regulation - 30 TAC 330.125(d) for solid waste landfill disposal sites, 30 TAC 335.117(a)(1) and (b)(1) for hazardous waste storage, processing, and disposal facilities, and by authority of this schedule for all others.
UT5050-04	**HAZARDOUS WASTE TRAINING RECORDS**	Documentation of classroom instruction and on-the-job training of hazardous waste personnel sufficient to demonstrate appropriate training in compliance with federal requirements for personnel training.		
UT5050-04a	**HAZARDOUS WASTE TRAINING RECORDS**	Current personnel.	Until closure of facility.	By regulation - 40 CFR 264.16(e).
UT5050-04b	**HAZARDOUS WASTE TRAINING RECORDS**	Former employees.	Date of termination + 3 years.	By regulation - 40 CFR 264.16(e).

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5050-05	**MANIFESTS AND TRIP TICKETS**	Documents maintained to provide a record of solid waste or hazardous waste shipments, including manifests, trip tickets, shipping papers, bills of lading, daily logs, and other similar approved documentation.		
UT5050-05a	**MANIFESTS AND TRIP TICKETS**	Manifests and trip tickets retained by operators of collection, storage, processing, or disposal facilities to document the type and quantity of solid waste delivered **except** solid waste disposal sites that receive special wastes and facilities that handle used oil filters, waste tires, sewage sludge, hazardous waste, or Class I industrial waste. (1) If the ticket is the only source document used for billing purposes. (2) If another document is used for billing purposes.	 1 year. AV.	
***UT5050-05b**	**MANIFESTS AND TRIP TICKETS**	Bills of lading and other shipping records of used oil filters which must be retained by the generator of the filters, transporter of the filters, storage facility at which the filters were stored, and processor of the filters.	3 years after the date the filters were transported, stored, or processed.	By regulation - 30 TAC 328.25(b).
***UT5050-05c**	**MANIFESTS AND TRIP TICKETS**	Manifests, work orders, invoices, or other documentation used to support activities related to the accumulation, handling, and shipment of used or scrap tires or scrap tire pieces.	3 years.	By regulation - 30 TAC 328.58(f).
UT5050-05d	**MANIFESTS AND TRIP TICKETS**	Trip tickets or similar documentation retained by the operators of facilities that apply prepared sewage sludge, water treatment sludge, and domestic septage to the land for beneficial uses or place it on a surface disposal site.	5 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-05e**	**MANIFESTS AND TRIP TICKETS**	Manifests and trip tickets and other tracking records retained by operators of solid waste landfill disposal sites to document the delivery of special wastes such as medical wastes (bulk human blood and blood products, microbiological waste, sharps, etc.); wastewater, sewage, and water-supply treatment sludge; septic tank pumpings; grease and grit trap wastes; and other solid waste requiring special handling to protect human health or the environment.	Life of facility including post-closure care period.	By regulation - 30 TAC 330.125(b)(10).
***UT5050-05f**	**MANIFESTS AND TRIP TICKETS**	Manifests or shipping papers retained by operators of storage, processing, or disposal facilities to document the delivery of hazardous waste or Class I industrial waste **except** for solid waste landfill disposal sites that receive special wastes.	3 years.	By regulation - 30 TAC 335.15(1) and (4).
***UT5050-05g**	**MANIFESTS AND TRIP TICKETS**	Waste shipping records retained by transporters to document the collection and deposit of solid wastes and hazardous waste **except** sewage sludge. Includes manifests, waste shipping control tickets, shipping papers, bills of lading, daily logs, or other similar approved documentation.	3 years.	By regulation - 30 TAC 328.58(f) for used or scrap tires; 30 TAC 335.14(a)-(d) for municipal hazardous wastes or Class I industrial solid wastes; 30 TAC 328.25(b) for used oil filters; and by authority of this schedule for all others.
UT5050-05h	**MANIFESTS AND TRIP TICKETS**	Trip tickets or similar documentation retained by transporters of sewage sludge, water treatment sludge, septage, chemical toilet waste, or grit trap waste.	5 years.	
UT5050-06	**OPERATIONAL PERMITS AND APPROVALS**			

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-06a**	**OPERATIONAL PERMITS AND APPROVALS**	Permits, registrations, and other approvals from the Texas Commission on Environmental Quality and any other local, state, or federal agency, as may be required by law or regulation concerning the collection, handling, transfer, storage, processing, transportation, and disposal of solid waste or hazardous waste by a local government **except** for the operation of solid waste landfill disposal sites. Includes any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit or license and any variances or exemptions granted to a facility.	Expiration, cancellation, revocation, or denial + 5 years.	
***UT5050-06b**	**OPERATIONAL PERMITS AND APPROVALS**	Permits from the Texas Commission on Environmental Quality concerning the operation of a solid waste landfill disposal site, including any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit and any modifications to the permit.	Life of the facility including the post-closure care period.	By regulation - 30 TAC 330.125(a) and (d).
UT5050-07	**OPERATIONS RECORDS**	Internal operational records and reports on any aspect of the collection, handling, transfer, storage, processing, and disposal of solid waste or hazardous waste by a local government **except** those reports that might be included elsewhere in this schedule, such as item numbers UT5050-06 and UT5050-11.		

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-07a**	**OPERATIONS RECORDS**	Solid waste management operations **except** solid waste landfill disposal sites, sewage sludge disposal operations, and waste tire facilities. (1) Records of solid waste management and monitoring activities, including documentation of compliance with standards such as strip charts and instrument calibration. (2) Periodic logs or reports compiled on less than an annual basis. (3) Annual or biennial reports.	 3 years. 3 years. PERMANENT.	
***UT5050-07b**	**OPERATIONS RECORDS**	Operating record of solid waste landfill disposal sites including required plans and related documents such as the approved Site Development Plan, the Final Closure Plan, the Post-Closure Plan, the Landfill Gas Management Plan; documentation of groundwater monitoring and corrective actions; cost estimates and financial assurance documentation relating to closure and post-closure; copies of correspondence and responses relating to the operation of the facility; and any other documents specified by the approved permit.	Life of the facility including the post-closure care period.	By regulation - 30 TAC 330.125(d).

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5050-07c	**OPERATIONS RECORDS**	Sludge disposal operations for sewage sludge, water treatment sludge, septage, chemical toilet waste, or grit trap waste.		
		(1) Records of disposal of sewage sludge and domestic septage on a surface disposal site, including sludge sample analyses; certification statements; descriptions of how pathogen requirements, vector attraction reduction requirements, site restrictions, and management practices are met; and identification of land on which disposal operations are carried out.	5 years.	By regulation - 30 TAC 312.67(a)(2) for sewage sludge and 30 TAC 312.67(b)(1) and (b)(2) for domestic septage.
		(2) Records of disposal of sewage sludge, water treatment sludge, septage, chemical toilet waste, or grit trap waste by firing in a sewage sludge incinerator, including measurements of the concentration of metals in the sludge fed to the incinerator, information verifying compliance with air pollution control requirements, and a calibration and maintenance log for the instruments used to monitor the exit gas and combustion temperatures.	5 years.	By regulation - 40 CFR 503.47(a).
***UT5050-07d**	**OPERATIONS RECORDS**	Records of waste tire facilities including a description of events at the facility relating to routine maintenance, fires, thefts, spraying for vectors, etc.; the annual report required by the Texas Commission on Environmental Quality; a log containing copies of all monthly reimbursement vouchers; a record of the dates and documentation of calibration by the manufacturer of the scale; and a log containing copies of the monthly operations reports.	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5050-07e	**OPERATIONS RECORDS**	Hazardous waste operations.		
		(1) Operating record of hazardous waste storage, processing, and disposal facilities, including a description of and quantity of each hazardous waste received; the method and date of its treatment, storage, or disposal; the location of each hazardous waste in the facility and the quantity at each location; a map or diagram of each cell or disposal area; results of waste analyses; reports of incidents that require implementation of the contingency plan; testing or analytical data and corrective action taken; and other records as required by federal regulation.	Until closure of the facility.	By regulation - 40 CFR 265.73(b)(1). **Retention Note:** The retention period for the hazardous waste operating record is extended automatically during the course of any unresolved enforcement action regarding the facility.
		(2) General inspection reports for hazardous waste storage, processing, and disposal facilities.	3 years.	By regulation - 40 CFR 265.73(b)(5). **Retention Note:** The retention period for the inspection reports is extended automatically during the course of any unresolved enforcement action regarding the facility.
		(3) Annual or biennial reports.	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-07f**	**OPERATIONS RECORDS**	Affected and small-remote Hospital/Medical/Infectious Waste Incinerators.		
		(1) Records and reports required by 30 TAC 113.2076(c).	5 years.	By regulation – 30 TAC 113.2076(c).
		(2) Records of the annual equipment inspections, any required maintenance, and any repairs not completed within ten operating days of an inspection.	5 years.	By regulation – 30 TAC 113.2076(d).
		(3) Annual reports.	PERMANENT.	By regulation – 30 TAC 113.2076(d).
UT5050-08	**REPORTS TO REGULATORY AUTHORITIES**	Periodic monitoring, financial, and operational reports submitted to the Texas Commission on Environmental Quality, the Environmental Protection Agency, or other agencies or local governments as required by law or regulation on the management of solid waste or hazardous waste.		
UT5050-08a	**REPORTS TO REGULATORY AUTHORITIES**	Periodic reports compiled and submitted on less than an annual basis.	3 years.	**Retention Note:** Reports of monitoring programs related to specific permits such as hazardous waste operations and solid waste disposal landfill sites shall be maintained for the retention period required for the operations records.
UT5050-08b	**REPORTS TO REGULATORY AUTHORITIES**	Annual or biennial reports or special reports ordered by a regulatory authority.	PERMANENT.	
UT5050-09	**SOLID WASTE MANAGEMENT PERMITS AND LICENSES**			

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5050-09a	**SOLID WASTE MANAGEMENT PERMITS AND LICENSES**	Applications, copies of permits or licenses, and related documentation concerning the issuance of permits or licenses by a local government for the collection, handling, transfer, storage, processing, transportation, and disposal of solid waste by private concerns or individuals as may be required by local ordinance; and similar records relating to the review by a local government of waste disposal plant permits submitted to the Texas Commission on Environmental Quality.	Expiration, cancellation, revocation, or denial of the permit + 3 years.	
UT5050-09b	**SOLID WASTE MANAGEMENT PERMITS AND LICENSES**	Records concerning any variance or exemption granted to a permittee.	Expiration of variance or exemption + 3 years.	
UT5050-10	**SOLID WASTE MANAGEMENT PERMIT AND LICENSE LOGS**	Logbooks, registers, or comparable documents providing a record of solid waste management permits and licenses issued by a local government.	PERMANENT.	
UT5050-11	**TONNAGE REPORTS**	Daily tonnage reports of solid waste handled and processed in a sanitary landfill, disposal plant, composting plant, or resource recovery facility. See also item numbers UT5050-05 and UT5050-07.		
UT5050-11a	**TONNAGE REPORTS**	If figures **are** totaled on a monthly report.	60 days.	
UT5050-11b	**TONNAGE REPORTS**	If figures **are not** totaled on a monthly report.	3 years.	
UT5050-12	**TRANSPORTATION OF SOLID AND HAZARDOUS WASTE RECORDS**			
***UT5050-12a**	**TRANSPORTATION OF SOLID AND HAZARDOUS WASTE RECORDS**	Documentation that solid waste or hazardous waste was taken to an authorized facility.	3 years.	By regulation - 30 TAC 330.1211(h) for medical waste, 30 TAC 330.32(c) for solid waste, and by authority of this schedule for all others.

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5050-12b**	**TRANSPORTATION OF SOLID AND HAZARDOUS WASTE RECORDS**	Records of the cleaning and disinfecting of vehicles used to transport medical waste.	3 years.	By regulation - 30 TAC 330.1211(d) and 330.1221(d).
UT5050-12c	**TRANSPORTATION OF SOLID AND HAZARDOUS WASTE RECORDS**	Annual summary reports of waste shipment activities.	PERMANENT.	
***UT5050-13**	**UNDERGROUND INJECTION CONTROL MONITORING**	Records of all data resulting from any monitoring activities, including the chemical and physical characteristics of injected fluids or other records required by an underground injection well permit.	3 years following well plugging and abandonment.	By regulation - 30 TAC 331.67(c) for Class I hazardous well and 30 TAC 331.169(c) for Class I salt cavern solid waste disposal well.
***UT5050-14**	**UNDERGROUND INJECTION CONTROL PERMITS**	Copies of injection well permits filed by rule (30 TAC, Chapter 331) of the Texas Commission on Environmental Quality with the health and pollution control authorities of the counties, cities, and towns where the wells are located.	3 years following well plugging and abandonment.	By regulation - 30 TAC 331.67(c).

PART 4: ELECTRIC UTILITY RECORDS

Retention Note: In addition to retention periods listed in this schedule and other commission schedules, the Texas State Library and Archives Commission (TSLAC) adopts certain rules, as listed below, of the Federal Energy Regulatory Commission relating to the preservation and retention of electric utility records. Authorities that provide electricity must follow the retention periods in the federal schedule (see 18 CFR 125.3) for records listed and follow retention periods set in this and other TSLAC schedules for records not listed in the federal schedule. In accordance with 18 CFR 125.2(a)(3), if a record is listed in both the federal and a TSLAC schedule and the retention period given on a TSLAC schedule is longer, the longer retention period must be followed.

The Texas State Library and Archives Commission adopts the following rules of the Federal Energy Regulatory Commission by reference: 18 CFR 125.2(a)(1)-(3), 125.2(j), and 125.3.

Record Number	Record Title	Record Description	Retention Period	Remarks

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5075-01	**CERTIFICATES OF CONVENIENCE AND NECESSITY**	Applications for and certificates of convenience and necessity issued by the Public Utility Commission.		
UT5075-01a	**CERTIFICATES OF CONVENIENCE AND NECESSITY**	Denied applications.	AV.	
UT5075-01b	**CERTIFICATES OF CONVENIENCE AND NECESSITY**	Approved applications and issued certificates.	PERMANENT.	
UT5075-02	**GROSS RECEIPTS ASSESSMENT REPORT**	Annual or quarterly gross receipts assessment reports submitted to the State Comptroller of Public Accounts.	FE + 5 years.	
UT5075-03	**OPERATIONS REPORTS**	Internal reports, logs, or charts that document or summarize the operations of electric utility facilities, plants, and systems.		
UT5075-03a	**OPERATIONS REPORTS**	Recording instrument charts.	1 year.	
UT5075-03b	**OPERATIONS REPORTS**	Periodic reports and logs compiled on less than an annual basis.	3 years.	
UT5075-03c	**OPERATIONS REPORTS**	Periodic surveys to secure data for compliance reports submitted to regulatory authorities (e.g., voltage surveys).	3 years.	
UT5075-03d	**OPERATIONS REPORTS**	Annual reports.	PERMANENT.	
UT5075-04	**REPORTS AND PLANS TO THE PUBLIC UTILITY COMMISSION**	Reports or plans, as required by law or regulation, submitted to the Public Utility Commission as regulatory authority by local government owned electric utilities **except** reports listed elsewhere in this schedule.		
UT5075-04a	**REPORTS AND PLANS TO THE PUBLIC UTILITY COMMISSION**	Annual and biennial reports or special reports ordered or required by a regulatory authority.	PERMANENT.	
UT5075-04b	**REPORTS AND PLANS TO THE PUBLIC UTILITY COMMISSION**	Periodic reports compiled and submitted on less than an annual basis.	3 years.	
UT5075-04c	**REPORTS AND PLANS TO THE PUBLIC UTILITY COMMISSION**	Construction reports (including preliminary, monthly progress, quarterly status, and annual cost and schedule variance analyses).	PERMANENT.	

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5075-05	**REPORTS AND PLANS TO MUNICIPALITY AS REGULATORY AUTHORITY**	Reports prescribed by state law or regulation or local policy received by a municipality as regulatory authority from electric utilities.	5 years.	
UT5075-06	**RIVER FLOW DATA**	River flow data collected in connection with hydroelectric plant operations.	PERMANENT.	

PART 5: GAS UTILITY RECORDS

Record Number	Record Title	Record Description	Retention Period	Remarks
UT5100-01	**GAS LEAK INVESTIGATION REPORTS**	Reports of investigation of gas leaks.	2 years.	
UT5100-02	**ODORIZATION RECORDS**			
UT5100-02a	**ODORIZATION RECORDS**	List of odorization equipment in use, showing location, brand name and model number, and date last serviced.	US + 1 year.	
UT5100-02b	**ODORIZATION RECORDS**	Malodorant injection reports.	2 years.	
***UT5100-02c**	**ODORIZATION RECORDS**	Malodorant concentration test reports.	2 years.	By regulation - 16 TAC 8.215(e)(1) and (3).
UT5100-03	**OPERATIONS REPORTS**	Internal reports, logs, or charts that document or summarize the operations of gas utility facilities, plants, and systems, **except** those noted elsewhere in this schedule.		
UT5100-03a	**OPERATIONS REPORTS**	Recording and gas measuring instrument charts.	1 year.	
UT5100-03b	**OPERATIONS REPORTS**	Periodic reports and logs compiled on less than an annual basis **unless** includable in subsection (d).	3 years.	
UT5100-03c	**OPERATIONS REPORTS**	Periodic surveys to secure data for compliance reports submitted to regulatory authorities **unless** includable in subsection (d).	3 years.	

Record Number	Record Title	Record Description	Retention Period	Remarks
***UT5100-03d**	**OPERATIONS REPORTS**	Periodic reports, logs, or surveys necessary to demonstrate compliance with natural gas pipeline safety rules of the Texas Railroad Commission, including accident reports.	5 years.	By regulation - 16 TAC 8.105.
UT5100-03e	**OPERATIONS REPORTS**	Annual reports.	PERMANENT.	
UT5100-04	**REPORTS AND PLANS TO THE RAILROAD COMMISSION**	Reports or plans, as required by law or regulation, submitted to the Railroad Commission as regulatory authority by local government owned gas utilities **except** reports listed elsewhere in this schedule.		
UT5100-04a	**REPORTS AND PLANS TO THE RAILROAD COMMISSION**	Annual and biennial reports or special reports ordered or required by a regulatory authority.	PERMANENT.	
UT5100-04b	**REPORTS AND PLANS TO THE RAILROAD COMMISSION**	Periodic reports compiled and submitted on less than an annual basis.	3 years.	
UT5100-04c	**REPORTS AND PLANS TO THE RAILROAD COMMISSION**	Construction reports.	PERMANENT.	
UT5100-05	**REPORTS AND PLANS TO MUNICIPALITY AS REGULATORY AUTHORITY**	Reports prescribed by state law or regulation or local policy received by a municipality as regulatory authority from gas utilities.	5 years.	

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission can be addressed to the
Director and Librarian, PO Box 12927, Austin, TX 78711-2927.
512-463-5460 or 512-463-5436 Fax

Copies of this publication are available in alternative formats upon request.

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	ACA/CS Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	January 29, 2024
Exhibits:	**1.** Proposed Resolution **2.** Application(s) – 1 - (Emailed to Mayor/City Council only) ○ Wendy Clark **3.** History – Res. No. 2023-772 and Res. No. 2023-721 (See attached.)	

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION NO. 2024-777 MAKING AN APPOINTMENT TO THE PARKS AND RECREATION (P&R) COMMISSION ALTERNATE TWO POSITION EXPIRING NOVEMBER 30, 2024.

SUMMARY

Current members:

Member	Position	Term Expiration
Cherie Ware	Place One (1)	Nov. 30, 2025
Pier Burgess	Place Two (2)	Nov. 30, 2024
Cyndy Lane	Place Three (3)	Nov. 30, 2025
Frank DaCosta	Place Four (4)	Nov. 30, 2024
Donna DaCosta	Place Five (5)	Nov. 30, 2025
Richard Prat	Alternate One (1)	Nov. 30, 2024
Vacant	Alternate Two (2)	Nov. 30, 2024
Vacant	Alternate Three (3)	Nov. 30, 2024
Vacant	Alternate Four (4)	Nov. 30, 2024

We received one (1) application, which was provided to the Council via email and if the Council desires, could be appointed to the vacant Alternate two (2) position. Please review application(s). We still have two (2) vacancies.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	*Patti Scott Grey*	Date:	08/10/2023
City Attorney:	*Amy J. Stanphill*	Date:	08/xx/2023 via Municode
City Administrator:	*Luke B. Olson*	Date:	08/xx/2023

RESOLUTION NO. 2024-777
(Parks and Rec Appointment)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE PARKS AND RECREATION COMMISSION ALTERNATE TWO POSITION

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in the each resolution appointing the respective Member and Alternate member; and

WHEREAS, a vacancy currently exists for the Alternate Two (2) position on the Parks and Recreation Commission expiring November 30, 2024; and

WHEREAS, the alternate member appointed herein shall begin service immediately and serve in the Alternate Two (2) position according to the Parks and Recreation Commission Ordinance through November 30, 2024.

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

SECTION 1. Appointment of an Alternate Member with term expiring November 30, 2024.

The following is hereby appointed to serve on the Parks and Recreation Commission as an Alternate Member for a two-year term, expiring November 30, 2024:

Alternate 2 _____

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

Proposed

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 6th day of February 2024.

CITY OF PARKER:

_____
Lee Pettle, Mayor

ATTEST:

_____
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

_____
Amy J. Stanphill, City Attorney

Proposed

RESOLUTION NO. 2023-772
(Parks and Rec Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members and Alternate members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th; and

WHEREAS, the positions set forth below are expiring November 30, 2023, and appointments are requested.

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2025:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for the remainder of a two-year term, expiring November 30, 2025, or until their successors are appointed and qualified.

Current		
Cherie Ware	Place 1	Cherie Ware
Vacant	Place 3	Cyndy Lane
Donna DaCosta	Place 5	Donna DaCosta

SECTION 2. Appointment of Alternate Members with terms expiring November 30, 2024:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting members for a one-year term, expiring November 30, 2024, or until their successors are appointed and qualified.

Current		
Richard Pratt	Alt 1	Richard Pratt
Vacant	Alt 2	Vacant
Vacant	Alt 3	Vacant
Cyndy Lane	Alt 4	Vacant

SECTION 2. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the **14TH DAY OF NOVEMBER 2023**.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Amy J. Stanphill, City Attorney

RESOLUTION NO. 2022-721
(2022 Parks and Rec Appointments)

A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPOINTING MEMBERS TO SERVE ON THE PARKS AND RECREATION COMMISSION

WHEREAS, Members of the Parks and Recreation Commission serve in staggered two-year terms, commencing December 1st and ending on November 30th as set forth in Section 97.05(A)(1); and

WHEREAS, Alternate Members of the Parks and Recreation Commission serve one-year terms commencing on December 1st and ending on November 30th, as set forth in Section 97.05(B) of the City of Parker Code of Ordinances; and

WHEREAS, Member for Place Five (5), Cherie Ware, has submitted a resignation for her current term and requested to be appointed as an Alternate Member;

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

SECTION 1. Appointment of Voting Members with terms expiring November 30, 2024:

The following are hereby appointed to serve on the Parks and Recreation Commission as voting Members for the two-year term, beginning December 1, 2022 and expiring November 30, 2024, or until their successors are appointed and qualified.

Place 2 __Pier Burgess_____
Place 4 __Frank DaCosta_____

SECTION 2. Acceptance of Resignation and Appointment to Fill Remainder of Term expiring November 30, 2023:

The resignation of Cherie Ware for Place 5 is hereby accepted, and the following is hereby aapointed to serve on the Parks and Recreation Commission as a voting Member for the remainder of the two-year term, expiring November 30, 2023, or until a successor is appointed and qualified.

Place 5: __Donna DaCosta_____

SECTION 3. Appointment of Alternate Members with terms expiring November 30, 2023:

The following are hereby appointed to serve on the Parks and Recreation Commission as Alternate Members for a one-year term, expiring November 30, 2023, or until their successors are appointed and qualified.

Alt 1	Cherie Ware
Alt 2	Melanie Harris
Alt 3	Paula Johnston - Hutka
Alt 4	Cyndy Lane

SECTION 4. Effective Date

This resolution shall be effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Parker, Collin County, Texas on this the 15th day of November, 2022.

CITY OF PARKER:

Lee Pettle, Mayor

ATTEST:

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Larence M. Lansford, III, City Attorney

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	January 24, 2024
Exhibits:	**None**	

AGENDA SUBJECT

UPDATE(S):

FM2551

ENTERPRISE UPDATE BY CITY ADMINISTRATOR OLSON

POLICE VEHICLES

WEBSITE

COMP PLAN w/Council and Planning and Zoning (P&Z) Commission

CAPITAL IMPROVEMENT PLAN (CIP)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

ANY ADDITIONAL UPDATES

QUARTERLY REPORT

Investment 4th Qtr. Report 2023

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

Council Agenda Item

Budget Account Code:	Meeting Date:	See above.
Budgeted Amount:	Department/ Requestor:	City Council
Fund Balance-before expenditure:	Prepared by:	City Secretary Scott Grey for City Administrator Olson
Estimated Cost:	Date Prepared:	January 25, 2024
Exhibits:	**None**	

AGENDA SUBJECT

ACCEPTANCE OF DONATION(S) FOR POLICE, FIRE, AND CITY STAFF FOR THE RECORD (Each valued at between $0 - $500)

Mary Ellen Cavanaugh donated chips/fruit snacks/granola bars valued at $40 to the Police Department.

Frances B. and Hugh L. Lewis donated $25 in Memorial of former Parker City Administrator Betty McMenamy to the Fire Department.

Jerry Dorough donated $100 cash to the Fire Department.

Michael D. and Lynnette Hawkins donated $75 to the Memorial of former Parker Fire Chief Larry J. McMenamy to the Fire Department.

Linda Caballero (Craft) donated $100 to the Memorial of former Parker Fire Chief Larry J. McMenamy to the Fire Department.

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

Council Agenda Item

Budget Account Code:		Meeting Date:	See above.
Budgeted Amount:		Department/ Requestor:	City Council
Fund Balance-before expenditure:		Prepared by:	ACA/CS Scott Grey
Estimated Cost:		Date Prepared:	January 25, 2024
Exhibits:	Future Agenda Items		

AGENDA SUBJECT

FUTURE AGENDA ITEMS

SUMMARY

Please review information provided.

POSSIBLE ACTION

City Council may direct staff to take appropriate action.

Inter – Office Use

Approved by:	Enter Text Here		
Department Head/ Requestor:	Patti Scott Grey	Date:	02/01/2024
City Attorney:	Amy J. Stanphill	Date:	02/xx/2024 via Municode
City Administrator:	Luke B. Olson	Date:	02/ xx /2024

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
2024			
Feb(Mar), May (July), Aug, Nov	Fire Department Quarterly Report	Sheff/Miller	3rd Qtr 2023 1114 CC Agenda
~~Feb(Mar)~~, May (July), Aug, Nov	Investment Quarterly Report	Savage	4th Qtr 2024 0206 CC Agenda
Feb(Mar), May (July), Aug, Nov	Enterprise Update		2023 1101 - Request for Quarterly Update; 2023 1114; 1205; 1219
	Council Committee Updates	Council	
	Public Safety Committee (MLP, MPTMS, & CMDA)	Council	2022 1115 and 2022 1206; Postponed 2023 0718
	Website Dev. Subcommittee (CMCM, CMTL, & MLP)	Council	2022 1115, 2022 1209, & 2023 0912; 1016; 1114; 1205; 1219
Tentatively - 2024	Budget Amendment		
February XX, 2024	Drawing for a Place on the Ballot [Feb. 22-26]		
	Procedure Manual		
	Required Training for Council		
	Required employment for time if we train you $$$		
	Required procedures for agenda submittal		
	Required procedures for presentations		
	Newsletter Committee Revised Resolution		
	Revised donations that mayor can accept		
	RFQ for Engineering services		
	Fences in Easement		

FUTURE AGENDA ITEMS

	ITEM DESCRIPTION	CONTACT	Notes
	Water Impact Fees (6 mths to 1 yr)		
	Departmental Report Review (Kercho)		
	Pump Station Building		