



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, June 17, 2024 at 6:00 PM  
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Meeting of the Hutchins City Council to be held on Monday, June 17, 2024, with a Work Session beginning at 6:00 p.m. and a Regular Meeting at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

**City Council Members**

Mayor Mario Vasquez  
Mayor Pro Tem Steve Nichols  
Councilmember Brenda Campbell  
Councilmember Dominic Didehbani  
Councilmember Raymond Elmore  
Councilmember Demarcus Odom

**A. WORK SESSION**

1. FLOCK SAFETY PRESENTATION Presented by: Steve Perry Police Chief

**B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT**

2. Roll Call by Mayor and announce a quorum.

**C. INVOCATION AND PLEDGE OF ALLEGIANCE**

- D. CITIZEN COMMENTS** - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

- E. REGULAR AGENDA** - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

3. Discuss and consider Resolution R2024-06-1200 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE CAMPBELL PARK PAVILION PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE HAWK BUILDERS LLC, IN AN AMOUNT NOT TO EXCEED \$291,654.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf, Director of Public Works

4. Discuss and consider Resolution R2024-06-1201 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTUAL AGREEMENTS RELATED TO EMPLOYEE BENEFITS FOR FISCAL YEAR

2024-2025 AT AN ESTIMATED ANNUAL COST OF \$819,074.52; AND PROVIDING FOR AN EFFECTIVE DATE. Presented By: Karen Steward, HR Director

5. Discuss and consider Resolution R2024-06-1202 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A RENEWAL FOUR (4) YEAR AGREEMENT WITH CROWN CORRECTIONAL TELEPHONE INC. FOR COINLESS TELEPHONES IN THE CITY'S MUNICIPAL HOLDING FACILITY; AND ESTABLISHING AN EFFECTIVE DATE. Presented by: Steve Perry Police Chief

## F. EXECUTIVE SESSION

6. Pursuant to Texas Government Code Sec. 551.072. Deliberation Regarding Real Property. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Potential property sites for the Recreation Center and Library
7. Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice regarding pending litigation, to wit: *City of Hutchins v. TOR Holdings, LLC*; Cause No. CC-22-03226-B

## G. RECONVENE INTO REGULAR SESSION

8. Take action, if any, as a result of Executive Session:
  - a. Deliberation Regarding Real Property: Potential property sites for the Recreation Center and Library
  - b. Consultation with the City Attorney to receive legal advice regarding pending litigation, to wit: *City of Hutchins v. TOR Holdings, LLC*; Cause No. CC-22-03226-B

## H. ITEMS OF COMMUNITY INTEREST

9. Atwell Public Library Board Meeting - Tuesday, June 18, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins.

CITY OFFICES CLOSED Wednesday, June 19, 2024, in observance of the Juneteenth Holiday.

Planning and Zoning Commission Meeting, Thursday, June 20, 2024, at 6:00 p.m. City Hall Council Chambers, 321 N. Main St., Hutchins

Special Council Meeting - Work Session, Monday, June 24, 2024, at 6:00 p.m. City Hall Council Chambers, 321 N. Main St., Hutchins

Regular City Council Meeting, Monday, July 1, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

Parks and Recreation Board Meeting - Tuesday, July 2, 2024 at 6:30 p.m. City Hall Council Chamber, 321 N. Main St., Hutchins

CITY OFFICES CLOSED Thursday, July 4, 2024, in observance of Independence Day.

## I. ADJOURN

### CERTIFICATION

I certify that a copy of the June 17, 2024, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website [www.cityofhutchins.org](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted on June 14, 2024, before 6:00 p.m.



Cynthia Olguin  
City Secretary



### ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Request for special services must be received at least 48 hours in advance of the scheduled meeting. For assistance, please call the office of the City Secretary at 972-225-6121 or email the City Secretary at [colguin@cityofhutchins.org](mailto:colguin@cityofhutchins.org)



# STAFF REPORT

**MEETING DATE:** June 17, 2024

**MEETING TYPE:** Regular Council meeting

**SUBMITTED BY:** Chief Steve Perry  
FLOCK SAFETY Presented by: Steve Perry Police

**AGENDA CAPTION:** Chief

**Background Information**

Flock was founded in 2017. By 2024, Flock's fixed cameras had been installed in over 4000 cities. From providing objective evidence for solving crime to providing proactive alerts to help avoid a potentially dangerous encounter, Flock provides you with the tech, tools and intelligence to create safer spaces in all of your communities. With Flock Safety, agencies of all sizes can improve operational efficiency and accelerate case clearance with a single real-time intelligence solution.

**Budget Implications**

\$ 58,0000.00

**Operational Impact**

Provide personnel with the tools necessary to Improve operational efficiency and accelerate case clearance.

**Legal Review**

N/A

**Staff Recommendation**

Consider utilizing FLOCK safety for solving crime and providing proactive alerts to our police officers to help proactively solve crime.

**Supporting Documentation and Attachments**

Quote

## Flock Safety + TX - Hutchins PD

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Mike Knight  
mike.knight@flocksafety.com  
4157980935

Created Date: 05/21/2024  
Expiration Date: 06/20/2024  
Quote Number: Q-83409  
PO Number:



### Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 205 W Hickman St Hutchins, Texas 75141

Ship To: 205 W Hickman St Hutchins, Texas 75141

Billing Company Name: TX - Hutchins PD  
Billing Contact Name:  
Billing Email Address:  
Billing Phone:

Subscription Term: 24 Months  
Payment Terms: Net 30  
Retention Period: 30 Days  
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

#### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$24,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	8	Included

#### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	8	\$10,000.00

<b>Subtotal Year 1:</b>	\$34,000.00
<b>Annual Recurring Subtotal:</b>	\$24,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$58,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$34,000.00
<b>Annual Recurring after Year 1</b>	\$24,000.00
<b>Contract Total</b>	\$58,000.00

\*Tax not included

Section A, Item 1.

**Product and Services Description**

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

**FlockOS Features & Description**

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



## **Flock Safety + TX - Hutchins PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Mike Knight  
mike.knight@flocksafety.com  
4157980935



**EXHIBIT A**  
**ORDER FORM**

Customer: TX - Hutchins PD  
 Legal Entity Name: TX - Hutchins PD  
 Accounts Payable Email: sperry@cityofhutchins.org  
 Address: 205 W Hickman St Hutchins, Texas 75141

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

**Hardware and Software Products**  
 Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$24,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon @	Included	8	Included

**Professional Services and One Time Purchases**

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	8	\$10,000.00

<b>Subtotal Year 1:</b>	\$34,000.00
<b>Annual Recurring Subtotal:</b>	\$24,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$58,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

## Billing Schedule

Section A, Item 1.

Billing Schedule	Amount (USD)
<b>Year 1</b>	
At Contract Signing	\$34,000.00
<b>Annual Recurring after Year 1</b>	\$24,000.00
<b>Contract Total</b>	\$58,000.00

\*Tax not included

## Product and Services Description

Section A, Item 1.

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

Section A, Item 1.

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: TX - Hutchins PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

PO Number: \_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** June 17, 2024

**MEETING TYPE:** City Council

**SUBMITTED BY:** Mamun Yusuf

**AGENDA CAPTION:** Discuss and consider Resolution R2024-06-1200 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE CAMPBELL PARK PAVILION PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE HAWK BUILDERS LLC, IN AN AMOUNT NOT TO EXCEED \$291,654.00; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Mamun Yusuf, Director of Public Works

### **Background Information**

Ron Hobbs Architecture & Interior Design, LLP has reviewed the three (3) bids submitted to City of Hutchins on June 6, 2024. Hawk Builders submitted the low bid of \$291,654.00. The engineer’s estimated construction cost was \$295,900.00. Ron Hobbs reached out to references and received positive feedback.

### **Budget Implications**

\$291,654.00

### **Operational Impact**

N/A

### **Legal Review**

N/A

### **Staff Recommendation**

Staff recommends approving resolution R2024-06-1200

### **Supporting Documentation and Attachments**

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2024-06-1200**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING BIDS RECEIVED IN ASSOCIATION WITH THE CAMPBELL PARK PAVILION PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE APPARENT LOW BIDDER THE HAWK BUILDERS LLC, IN AN AMOUNT NOT TO EXCEED \$291,654.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS** the City accepted bids for the Campbell Park Pavilion Project (“the “Project”); and

**WHEREAS** the City has accepted the apparent low bidder Hawk Builders, LLC for the Project; and

**WHEREAS** the City Council of the City of Hutchins finds it in the best interest of the residents and businesses of the City of Hutchins to accept the apparent low bidder, Hawk Builders, for the Project in an amount not to exceed \$291,654.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, THAT:**

**SECTION 1.** The City, acting through its governing body, hereby confirms that it accepts the bids that were received, opened publicly, and read aloud by the City’s Department of Public Works on June 6, 2024.

**SECTION 2.** The City, acting through its governing body, hereby confirms that it awards the Project to the apparent low bidder Hawk Builders, at the submitted low bid amount of \$291,654.00 as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

**SECTION 3.** For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Hawk Builders, in the amount not to exceed \$291,654.00 for the Project.

**SECTION 4.** This Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 17<sup>th</sup> day of June 2024.

CITY OF HUTCHINS, TEXAS

---

Mario Vasquez, Mayor

ATTEST:

---

Cynthia Olguin, City Secretary



**EXHIBIT "A"**

RON HOBBS ARCHITECTURE AND INTERIOR DESIGN, LLP

June 11, 2024

Mr. Mamun Yusuf  
City of Hutchins  
321 Main St  
Hutchins, Texas 75141

Re: Hutchins Campbell Park Pavilion Bid Review

Dear Mr. Yusuf:

We have completed our review of the three bid proposals for the Hutchins Pavilion project. We have contacted the references of the apparent low bidder, Hawk Builders, and received positive feedback about them from all references. We have also confirmed that the City insurance does not require the FM 1-90 standard for the roof, so alternate #2 is not necessary. Based upon the information we have received, we believe the City Council should consider awarding the construction contract to Hawk Builders, Inc. Please let me know if you have any additional questions.

Sincerely,



Ron Hobbs, AIA - Managing Partner

RON HOBBS ARCHITECTURE AND INTERIOR DESIGN

Bid Tabulation Form

Hutchins Pavilion

Contractor	Base Bid	ALT #1 (soffit/trim)	ALT #2 (FM 1-90)	BID BOND (y/n)	TIME (days)	Base Bid + Alt. 1	Base Bid + Alt. 2	Total Bid w/ Alts 1&2
Falkenberg Construction	\$309,924.76	\$45,315.74	\$0.00	Y	60 "pending lead times"	\$355,240.50	\$309,924.76	\$355,240.50
Hawk Builders	\$291,654.00	\$31,200.00	\$36,345.00	Y	165	\$322,854.00	\$327,999.00	\$359,199.00
JM Construction	\$318,078.00	\$24,343.00	\$1.00	Y	60	\$342,421.00	\$318,079.00	\$342,422.00

Alt 2 incl in Base bid

Alt 2 incl in Base bid





# STAFF REPORT

<b>MEETING DATE:</b>	June 17, 2024
<b>MEETING TYPE:</b>	City Council Meeting
<b>SUBMITTED BY:</b>	Karen Steward, HR Director
<b>AGENDA CAPTION:</b>	Discuss and consider Resolution R2024-06-1201 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTUAL AGREEMENTS RELATED TO EMPLOYEE BENEFITS FOR FISCAL YEAR 2024-2025 AT AN ESTIMATED ANNUAL COST OF \$819,074.52; AND PROVIDING FOR AN EFFECTIVE DATE. Presented By: Karen Steward, HR Director

### **Background Information**

Each year, employee benefits including medical, dental, vision, and life go out for bids for renewal.

### **Budget Implications**

Overall, 1.2% decrease in rates

### **Operational Impact**

N/A

### **Legal Review**

The city uses a professional broker for insurance services, Dean Casey.

### **Staff Recommendation**

Staff recommend the City Council approve the resolution

### **Supporting Documentation and Attachments**

1. R2024-06-1201 Resolution Auth Employee Benefits
2. Attachment with Benefit Breakdown

**CITY OF HUTCHINS  
RESOLUTION NO. R2024-06-1201**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACTUAL AGREEMENTS RELATED TO EMPLOYEE BENEFITS FOR FISCAL YEAR 2024-2025 AT AN ESTIMATED ANNUAL COST OF \$819,074.52; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutchins, is constantly seeking ways to improve working conditions, employee relations, retention, and recruitment efforts to remain a competition employer; and

**WHEREAS**, annually employee fringe benefits are evaluated for net cost, employee satisfaction, value, usability, and customer service; and

**WHEREAS**, the City of Hutchins utilized a professional and licensed broker to obtain competitive quotes for employee benefits for an annual term of August 1 through July 31; and

**WHEREAS**, the City of Hutchins finds it in the best interest of employees for the City of Hutchins to provide several options for benefits including those managed by the Director of Human Resources without financial contribution provided by the City of Hutchins; and

**WHEREAS**, employees may select medical, dental, vision, life and voluntary life offered through BlueCross/BlueShield with premium contributions from the City of Hutchins at an estimated cost of \$819,074.52; and

**WHEREAS**, employees may select supplemental coverages including short term disability, critical illness insurance, accident insurance, or hospital medical bridge insurance offered through Colonial Life at their own expense to be processed as a payroll deduction; and

**WHEREAS**, the City Council authorizes the City Administrator, or his designee, to accept and execute contractual agreements for employee insurance plan renewals for fiscal year 2024-2025 at an estimated annual cost of \$819,074.52;

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

**SECTION 1.** The City Administrator, or his designee, is hereby authorized to execute contractual agreements for employee insurance plan renewals for fiscal year 2024-2025 at an estimated cost of \$819,074.52.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 17th day of June 2024.

CITY OF HUTCHINS, TEXAS

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary

**Exhibit A**

	Vision Insurance	Life Insurance	Dental Insurance	
	<i>No Change</i>	<i>No Change</i>	DTNLM38 <i>No Change</i>	DTNLM41 <i>No Change</i>
<b>Number of Employees Enrolled</b>	71	84	16	63
<b>Total Cost per Month</b>	\$7.24	\$2.81	\$9.89	\$9.89
<b>Amount City Pays per Month</b>	\$7.24	\$2.81	\$9.89	\$9.89
<b>Total City Cost per Month</b>	\$514.04	\$236.04	\$158.24	\$623.07
<b>City Cost per Year</b>	<b>\$6,168.48</b>	<b>\$2,832.48</b>	<b>\$1,898.88</b>	<b>\$7,476.84</b>

	Medical Insurance							
	MTBCP011 <i>2.34% decrease</i>				MTBCB023 <i>1.40% decrease</i>			
	EO - 85%	ES - 60%	EC - 60%	EF - 50%	EO - 90%	ES - 70%	EC - 70%	EF - 60%
<b>Number of Employees Enrolled</b>	14	1	1	0	9	2	2	1
<b>Total Cost per Month</b>	\$707.91	\$1,565.05	\$1,510.83	\$2,367.98	\$600.46	\$1,327.49	\$1,281.49	\$2,008.53
<b>Amount City Pays per month</b>	\$601.72	\$939.03	\$906.50	\$1,183.99	\$540.41	\$929.24	\$897.04	\$1,205.12
<b>Total City Cost per Month</b>	\$8,424.08	\$939.03	\$906.50	\$0.00	\$4,863.69	\$1,858.48	\$1,794.08	\$1,205.12
<b>City Cost per Year</b>	<b>\$101,088.96</b>	<b>\$11,268.36</b>	<b>\$10,878.00</b>	<b>\$0.00</b>	<b>\$58,364.28</b>	<b>\$22,301.76</b>	<b>\$21,528.96</b>	<b>\$14,461.44</b>

	Medical Insurance							
	MTBCB042 <i>.94% decrease</i>				MTBCB028 <i>.62% decrease</i>			
	EO - 100%	ES - 90%	EC - 90%	EF - 80%	EO - 95%	ES - 80%	EC - 80%	EF - 71%
<b>Number of Employees Enrolled</b>	15	2	6	11	7	3	4	3
<b>Total Cost per Month</b>	\$539.13	\$1,191.91	\$1,150.60	\$1,803.38	\$558.64	\$1,235.05	\$1,192.26	\$1,868.66
<b>Amount City Pays per month</b>	\$539.13	\$1,072.72	\$1,035.54	\$1,442.70	\$530.71	\$988.04	\$953.81	\$1,308.06
<b>Total City Cost per Month</b>	\$8,086.95	\$2,145.44	\$6,213.24	\$15,869.70	\$3,714.97	\$2,964.12	\$3,815.24	\$3,924.18
<b>City Cost per Year</b>	<b>\$97,043.40</b>	<b>\$25,745.28</b>	<b>\$74,558.88</b>	<b>\$190,436.40</b>	<b>\$44,579.64</b>	<b>\$35,569.44</b>	<b>\$45,782.88</b>	<b>\$47,090.16</b>

**TOTAL Cost of Medical, Vision, Dental & Life per Year** \$819,074.52



# Employee Benefits

FY 2024-2025

# INSURANCE Quotes for FY 2024-2025

## United Healthcare (UHC)

- Comparable rates

## BlueCross/BlueShield

- Medical decreased 1.2% overall
  - Formulary drug list much broader brand name drug than UHC
  - Top Tier Plan covers x-ray/lab work in office visit copay at 100%; no comparable plan with UHC
  - Dental - no change
  - Vision - no change
  - Life Insurance - no change





1.2%  
Overall  
Rate  
Decrease

Current Plan Rates										
Medical Plans	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
MTBCP011	\$ 724.88	14	\$ 1,602.63	1	\$ 1,547.04	1	\$ 2,424.79	0	\$ 13,297.99	\$ 159,575.88
MTBCB023	\$ 608.96	9	\$ 1,346.35	2	\$ 1,299.65	2	\$ 2,037.05	1	\$ 12,809.69	\$ 153,716.28
MTBCB028	\$ 562.12	7	\$ 1,242.80	3	\$ 1,199.68	4	\$ 1,880.35	3	\$ 18,103.01	\$ 217,236.12
MTBCB042	\$ 544.24	15	\$ 1,203.26	2	\$ 1,161.51	6	\$ 1,820.53	11	\$ 37,565.01	\$ 450,780.12
									\$ 81,775.70	\$ 981,308.40

Renewal Plan Rates										
Medical Plans	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
MTBCP011	\$ 707.91	14	\$ 1,565.00	1	\$ 1,510.83	1	\$ 2,367.98	0	\$ 12,986.57	\$ 155,838.84
MTBCB023	\$ 600.46	9	\$ 1,327.49	2	\$ 1,281.49	2	\$ 2,008.53	1	\$ 12,630.63	\$ 151,567.56
MTBCB028	\$ 558.64	7	\$ 1,235.05	3	\$ 1,192.26	4	\$ 1,868.66	3	\$ 17,990.65	\$ 215,887.80
MTBCB042	\$ 539.13	15	\$ 1,191.91	2	\$ 1,150.60	6	\$ 1,803.38	11	\$ 37,211.55	\$ 446,538.60
									\$ 80,819.40	\$ 969,832.80

Current Plan Rates Paid by the City										
Medical Plans	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
MTBCP011	\$ 616.15	14	\$ 961.58	1	\$ 928.22	1	\$ 1,212.40	0	\$ 10,515.90	\$ 126,190.80
MTBCB023	\$ 548.05	9	\$ 942.45	2	\$ 909.75	2	\$ 1,222.23	1	\$ 9,859.08	\$ 118,308.96
MTBCB028	\$ 534.01	7	\$ 994.24	3	\$ 959.74	4	\$ 1,316.25	3	\$ 14,508.50	\$ 174,102.00
MTBCB042	\$ 544.24	15	\$ 1,082.93	2	\$ 1,045.36	6	\$ 1,456.42	11	\$ 32,622.24	\$ 391,466.88
									\$ 67,505.72	\$ 810,068.64

Renewal Plan Rates Paid by the City										
Medical Plans	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
MTBCP011	\$ 601.72	14	\$ 939.03	1	\$ 906.50	1	\$ 1,183.99	0	\$ 10,269.61	\$ 123,235.32
MTBCB023	\$ 540.41	9	\$ 929.24	2	\$ 897.04	2	\$ 1,205.12	1	\$ 9,721.37	\$ 116,656.44
MTBCB028	\$ 530.71	7	\$ 988.04	3	\$ 953.81	4	\$ 1,308.06	3	\$ 14,418.51	\$ 173,022.12
MTBCB042	\$ 539.13	15	\$ 1,072.72	2	\$ 1,035.54	6	\$ 1,442.70	11	\$ 32,315.33	\$ 387,783.96
									\$ 66,724.82	\$ 800,697.84

# MEDICAL INSURANCE



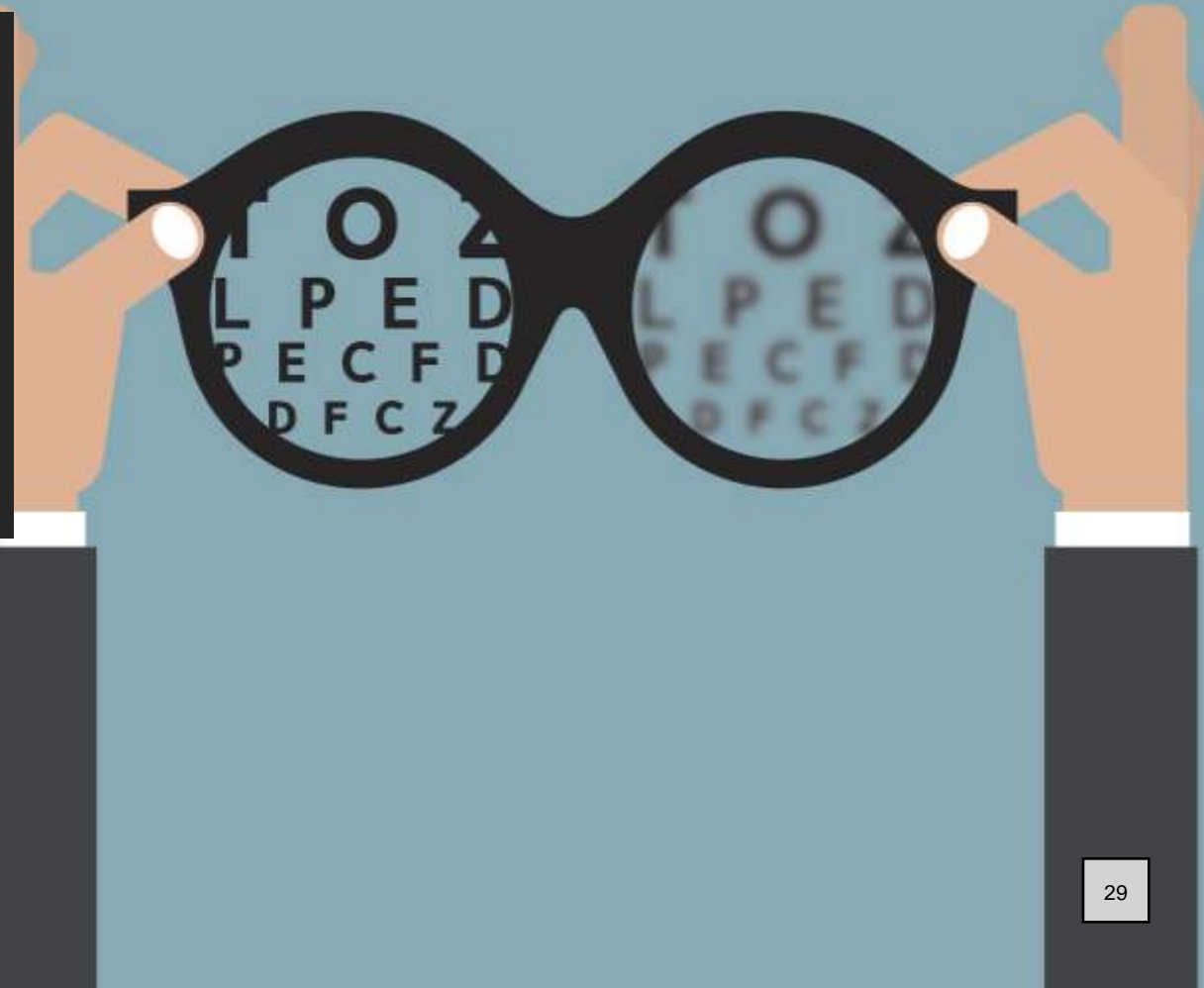
# DENTAL INSURANCE (NO CHANGE)



Current Plan Rates										
Dental Plans	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
DTNHM41	\$ 9.89	11	\$ 19.78	1	\$ 29.19	1	\$ 43.51	3	\$ 288.29	\$ 3,459.48
DRNLM38	\$ 23.61	34	\$ 47.24	6	\$ 61.25	9	\$ 93.49	14	\$ 2,946.29	\$ 35,355.48
									<b>\$ 3,234.58</b>	<b>\$ 38,814.96</b>

Current Plan Rates										
Vision	EO	Enrollment	ES	Enrollment	EC	Enrollment	EF	Enrollment	Monthly Total	Annual Total
VF026692	\$ 7.24	39	\$ 13.76	11	\$ 14.48	7	\$ 21.29	14	\$ 833.14	\$ 9,997.68

**VISION INSURANCE  
(NO CHANGE)**







Current Plan Rates										
Life Insurance	EO	Enrollment							Monthly Total	Annual Total
VF026692	\$ 2.81	84							\$ 236.04	\$ 2,832.48

# LIFE INSURANCE (NO CHANGE)

Medical Insurance \$800,697.84  
Dental Insurance \$9,375.72  
Vision Insurance \$6,168.48  
Life Insurance \$2,832.48  
TOTAL COST \$819,074.52  
(100 employees)

\*Total Cost for  
2023-2024 FY  
Benefits  
\$806,667.48 (91  
employees)



QUESTIONS?





# STAFF REPORT

**MEETING DATE:** June 17, 2024

**MEETING TYPE:** Regular Council meeting

**SUBMITTED BY:** Chief Steve Perry

**AGENDA CAPTION:** Discuss and consider Resolution R2024-06-1202 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A RENEWAL FOUR (4) YEAR AGREEMENT WITH CROWN CORRECTIONAL TELEPHONE INC. FOR COINLESS TELEPHONES IN THE CITY’S MUNICIPAL HOLDING FACILITY; AND ESTABLISHING AN EEFECTIVE DATE. Presented by: Steve Perry Police Chief

### **Background Information**

In 2018 the City Council approved resolution 2018-0743 authorizing the City Administrator to enter into an agreement with CROWN Communications for pay telephone services in the Cities holding facility. The contract before the council is a renewal of the CROWN communications contract.

### **Budget Implications**

50% of the net proceeds are shared with the City of Hutchins.

### **Operational Impact**

Having phones in the City holding cells provides convenience for the arrested individual and allows communications with legal counsel, family members, etc. Inmates will often use the phones to try and make bond.

### **Legal Review**

City Attorney Joe Gorfida

### **Staff Recommendation**

Approve the contract with Crown Communications.

### **Supporting Documentation and Attachments**

Resolution

Contract

**CITY OF HUTCHINS  
RESOLUTION NO. R2024-06-1202**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A RENEWAL FOUR (4) YEAR AGREEMENT WITH CROWN CORRECTIONAL TELEPHONE INC. FOR COINLESS TELEPHONES IN THE CITY’S MUNICIPAL HOLDING FACILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the participant has requested, and provider has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this agreement, attached hereto (“Exhibit A”), herein referred to as “Services” and participant has agreed to accept the terms of the proposal presented; and

**WHEREAS**, the Services will be installed and operated in the participants facility and/or facilities, herein referred to as “facility”; and

**WHEREAS**, provider shall provide the hardware, as set forth on Exhibit A (the "Equipment"), and will use that Equipment to operate providers proprietary software platform, as set forth on Exhibit A (the "Software" and, together with the equipment, the "System") in provider’s performance of the services; and

**WHEREAS**, provider will deliver the Equipment and provide the participant with a limited license to use the Software, and the participant will accept the Equipment and make use of the Software and the System, in each case, pursuant to the terms and subject to the conditions set forth herein

**NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS:**

**SECTION 1.** That the Telephone Agreement for collect call telephones in the City of Hutchins municipal jail facility, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Hutchins, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved; and

**SECTION 2.** That the City Administrator is hereby authorized to execute the Telephone Agreement on behalf of the City of Hutchins, Texas.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, on this the 17<sup>th</sup> day of June 2024.**

APPROVED:

\_\_\_\_\_  
Mario Vasquez, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(06-11-2024: 4875-3838-5863, v. 1)

# Solutions Services Agreement

## City of Hutchins- Hutchins Police Department

This Agreement ("AGREEMENT"), submitted as of this date of **April 25, 2024** ("Submitted Date") between the **City of Hutchins-Hutchins Police Department**, with an address of 550 West Palestine Street, Hutchins, TX 75141 herein referred to as "PARTICIPANT" and Crown Correctional Telephone, INC, a Texas S Corporation, with an address of 410 W 19<sup>th</sup> Street Clifton, TX 76634 herein referred to as "PROVIDER." PARTICIPANT and PROVIDER are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

### RECITALS

**WHEREAS**, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

**WHEREAS**, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

**WHEREAS**, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

**WHEREAS**, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties, agree as follows:

**TERM:** This AGREEMENT shall have a term of **four (4) years** commencing on **the date of completed installation** ("Effective Date") and terminating **forty-eight (48) months** thereafter (the "Initial Term"). The date of completed installation shall be defined as the date the first billable call is placed through the Cidnet platform. Upon completion of the Initial Term, this AGREEMENT will automatically renew for up to three (3) additional twelve (12) month terms, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least sixty (60) days prior to expiration of the Initial Term or successive Extended Terms of their intent not to participate in the Extended Terms. The Extended Term(s) shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

**TERMINATION:** This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the "cure period"). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party. Additionally, either PARTY may terminate this AGREEMENT without cause at any time during the Term of this Agreement by providing to the other PARTY sixty (60) days' notice of intent to terminate.

**REVENUE SHARING:** The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete.

**INSTALLATION:** Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

**EXCLUSIVITY:** For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

**EQUIPMENT TITLE:** PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term

the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

**NO COST SERVICE & MAINTENANCE:** PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER's Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

**RATES:** Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

**SOFTWARE LICENSE:** PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

**SYSTEM INTEGRATION:** The PARTICIPANT agrees to provide, when necessary, jail management software data or commissary inmate data for integration with the SYSTEM.

**VIDEO MONITORING:** The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to review or monitor the contents of any video visit made or received using the SYSTEM and shall have no obligation to notify the PARTICIPANT in connection with any use or misuse of the SYSTEM. The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to verify the users of the SYSTEM and shall not be liable for any use of the SYSTEM that is in violation of the Terms of Use accepted by the FACILITY'S inmates and visitors.

**DISCLAIMER:** PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

**AGREEMENT DOCUMENTS:** The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

**NO THIRD-PARTY BENEFICIARIES:** The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

**NON-ASSUMPTION OF LIABILITY:** Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

**FORCE MAJEURE:** PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

**INDEMNIFICATION BY CONTRACTOR:** To the extent allowed by law, each Party (an "Indemnifying Party") will indemnify, defend, keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party. Nothing contained herein shall be deemed to be a waiver of immunity or any other defenses.

**SEVERABILITY:** If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

**LIABILITY LIMITATION:** Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

**NOTICES:** All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	PROVIDER
321 N Main Street, PO Box 500, Hutchins, TX 75141 Attn: City Administrator James Quin	410 W 19 <sup>th</sup> Street, Clifton, TX 76634 Attn: Ryan Bartula

**GOVERNING LAW AND VENUE:** This AGREEMENT shall be governed by the laws of the state of Texas (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of Texas.

**ASSIGNMENT AND SUBCONTRACTING:** This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

**CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

**SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER:** This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**SURVIVAL:** Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

**COUNTERPARTS:** This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all

of which constitute, collectively, one AGREEMENT.

**Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.**

- (a) Provider verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Provider verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Provider verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Provider is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Provider has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**IN WITNESS WHEREOF:** This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal rep

Section E, Item5.

X \_\_\_\_\_  
PARTICIPANT Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

X \_\_\_\_\_  
PROVIDER Authorized Representative

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# Exhibit A - Scope of Work

**INSTALLATION OF EQUIPMENT:** PROVIDER will furnish, test, and install all equipment to support the operation of the SOFTWARE and SERVICES at the FACILITY. Equipment needs will be determined and mutually agreed upon after the signing of this AGREEMENT. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT. The scope of work shall include equipment for the current jail expansion project under construction.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units	Utilize Existing
ADTRAN Gateway	Primary Network Room	1

**INTERNET:** In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and 500 kilobits per second upload speed and 500 kilobits per second download speed per video device applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT. The PARTICIPANT will provide PROVIDER an SSID for the operation of the EQUIPMENT required to utilize a wireless internet connection.

**PARTICIPANT WILL** provide Internet for the SYSTEM and SERVICES as indicated.

# Exhibit B - Revenue Share on Bandwidth Utilization

## Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. Revenue Share payments are made to PARTICIPANT on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete.

Cidnet Service	Rate	PARTICIPANT Cash Revenue Share
Voice	\$0.30 per megabyte	50%

# Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 9:00 a.m. and 6:00 p.m. on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

"Major Emergency" shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

"Minor Failure" shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

**SUPPORT TICKET PROCESS:** All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.



410 W. 19th Street  
Clifton, TX 76634

**SUMMARY COMMISSION REPORT**

APRIL 2024

Any questions about this report?  
Contact Ryan Bartula at (254) 708-0087  
or ryan@crownpphoneservice.com

Facility Name	Location	Calls	Duration	Total Charges	Commission
Hutchins PD	Cell 1	26	275	\$ 41.25	\$ 20.63
	Cell 2	2	18	\$ 2.70	\$ 1.35
	Cell 4	24	228	\$ 34.20	\$ 17.10
	Cell 5	8	83	\$ 12.45	\$ 6.23
	<b>TOTALS:</b>		60	604	\$ 90.60

**SUMMARY:**

Jurisdiction	Call Types	Calls	Duration	Net Payment
Initial/ATA	Auto Collect(Prepaid Collect)	13	119	\$ 17.85
	<b>SubTotals:</b>	13	119	\$ 17.85
Local	Auto Collect(Prepaid Collect)	47	485	\$ 72.75
	<b>SubTotals:</b>	47	485	\$ 72.75
<b>TOTALS:</b>		60	604	\$ 90.60

<b>Total Due</b>	<b>\$ 45.30</b>
------------------	-----------------

HUTCHINS POLICE DEPARTMENT  
ATTN: CHIEF STEVE PERRY  
500 WEST PALESTINE STREET  
HUTCHINS, TX 75141

*Check in  
drop box for  
court pick-up.*