



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, February 05, 2024 at 6:30 PM
City Hall, 321 N. Main Street**

City Council Members

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

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, February 5, 2024, at 6:30 p.m. located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

1. Roll Call by Mayor

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. 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.*

D. PRESENTATIONS

2. State of Texas Equipment Grant Opportunity Presented by: Steve Perry, Police Chief, Matt McPherson Patrol Sergeant
3. AT&T 911 Presentation Presented by: Steve Perry, Police Chief and Jeff Bievenue representing AT&T
4. Entryway Sign Update Presented by: Robert McWayne

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.*

5. Discuss and Consider Approving Resolution R2024-02-1167 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AIA STANDARD

FORM OF AGREEMENT FOR BETWEEN OWNER (CITY OF HUTCHINS) AND ARCHITECT (BRANDSTETTER CARROLL INC.) FOR INTERIOR DESIGN AND FURNITURE, FURNISHINGS, AND EQUIPMENT (FF&E) DESIGN SERVICES. Presented by James Quin, City Administrator.

6. RESOLUTION R2024-02-1168 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE THREE NEW 2023 FORD INTERCEPTOR VEHICLES FROM SILSBEE FORD LOCATED IN SILSBEE, TEXAS, AT THE QUOTED BID PRICE OF \$138,097.75 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE THREE (3) VEHICLES IN THE AMOUNT OF \$140,820.99 FOR A TOTAL PURCHASE EXPENDITURE OF \$278,918.74. Presented by: Steve Perry, Police Chief
7. Discuss and consider Resolution R2024-02-1169 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE ASSET DISPOSITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND PROPERTYROOM.COM FOR THE DISPOSAL OF SURPLUS PROPERTY FOR THE HUTCHINS POLICE DEPARTMENT. Presented by: Steve Perry, Police Chief
8. Discuss and consider Resolution R2024-02-1170 OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4TH DAY OF MAY 2024 THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) COUNCILMEMBERS AT LARGE FOR TWO (2) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT. Presented by: Cynthia Olguin, City Secretary
9. Discuss and consider changing the terms of elected officials from two-year terms to three-year terms. Presented by: Mayor Pro Tem Steve Nichols
10. Discuss and consider A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF A SPECIAL ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4th DAY OF MAY 2024 FOR THE PURPOSE OF SUBMITTING PROPOSITION A TO THE QUALIFIED VOTERS OF THE CITY TO ESTABLISH A TERM OF OFFICE OF THREE (3) YEARS FOR THE POSITION OF MAYOR AND CITY COUNCIL MEMBERS BEGINNING WITH THE POSITIONS TO BE ELECTED AT THE GENERAL ELECTION IN MAY 2025 ON THE UNIFORM ELECTION DATE. Presented by: Cynthia Olguin, City Secretary

F. ITEMS OF COMMUNITY INTEREST

11. Wednesday, January 17, 2024, through Friday, February 16, 2024 - Period for filing an application for a place on the ballot for the City of Hutchins May 4, 2024, General Election to elect a mayor and two council members at large.

Parks and Recreation Board, Tuesday, February 6, 2024 at 6:30 p.m., City Hall Council Chambers, 321 N. Main St.

Economic Development Corporation Board Meeting, Thursday, February 8, 2024, at 6:30 p.m. at the EDC Building, 103 W. Palestine.

Joint Meeting of the Comprehensive Plan Advisory Committee and Planning and Zoning Commission Meeting, Thursday, February 15, 2024, at 6:00 p.m. City Hall Council Chambers, 321 N. Main St.

City Council Meeting, Monday, February 19, 2024, at 6:30 p.m., City Hall Council Chambers, 321 N. Main St.

Atwell Public Library Board Meeting, Tuesday, February 20, 2024 at 6:30 p.m., City Hall Council Chambers, 321 N. Main St.

G. ADJOURN

CERTIFICATION

I certify that a copy of the February 5, 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, in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, February 2, 2024, before 6:30 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 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



STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: Regular Council Meeting

SUBMITTED BY: Chief Perry

AGENDA CAPTION: State of Texas Equipment Grant Opportunity
Presented by: Steve Perry, Police Chief, Matt Mc Pherson Patrol Sergeant

Background Information

Grant # 1 ALERRT equipment

In Response to the Uvalde school shooting, the Texas Commission on Law Enforcement mandated that all Texas Peace Officers have a least 16 hours of continuing education of ALERRT by August 31, 2025, and continuing for each 2-year training cycle thus, making Advanced Law Enforcement Rapid Response Training the standard for Texas. To accomplish this training mandate agencies may send Officer to outside training, or train internal staff to teach officers in house. The Office of the governor has opened a grant opportunity for training and equipment to allow agencies to receive training and purchase the needed equipment. Sgt. Mc Pherson has been through the train the trainer ALERRT training. With the approval of this grant Sgt. Mc Pherson would be able to teach this program in-house.

Grant # 2 Rifle Resistant Body Armor grant:

Currently the Hutchins Police department employees 22 sworn Officer. If awarded this grant all Officer would receive new rifle resistant body armor.

Budget Implications

Equipment will help in providing mandatory training and Officer safety.

Operational Impact

Grant awards will be used to purchase equipment needed for mandatory training.

Staff Recommendation

Presentation only at this time.

Supporting Documentation and Attachments

Grant announcements

Agency Name: City of Hutchins
Grant/App: 5012401 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: ALERRT Equipment
Status: Application Pending Submission

Eligibility Information
Your organization's Texas Payee/Taxpayer ID Number:
756005082

Application Eligibility Certify:
Created on:1/15/2024 5:03:42 PM By:Matthew McPherson

Profile Information
Applicant Agency Name: City of Hutchins
Project Title: ALERRT Equipment
Division or Unit to Administer the Project: Police Department
Address Line 1: 550 W Palestine
Address Line 2:
City/State/Zip: Hutchins Texas 75141-3031
Start Date: 10/1/2024
End Date: 9/30/2025

Regional Council of Governments(COG) within the Project's Impact Area: North Central Texas Council of Governments
Headquarter County: Dallas
Counties within Project's Impact Area: Dallas

Grant Officials:
Authorized Official Not Found

Financial Official Not Found

Project Director
Name: Matthew McPherson
Email: mmcpherson@cityofhutchins.org
Address 1: 550 W Palestine
Address 1:
City: Hutchins , Texas 75141
Phone: 972-225-2225 Other Phone:
Fax:
Title: Mr.
Salutation: Sergeant
Position: Patrol Sergeant

Grant Writer
Name: Matthew McPherson
Email: mmcpherson@cityofhutchins.org
Address 1: 550 W Palestine
Address 1:
City: Hutchins , Texas 75141
Phone: 972-225-2225 Other Phone:
Fax:
Title: Mr.
Salutation: Sergeant
Position: Patrol Sergeant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Section D, Item 2.

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 756005082

Unique Entity Identifier (UEI):

Narrative Information

Introduction

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Section D, Item2.

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2018 Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas. Section D, Item 2.

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

National Instant Background Check System (NICS)

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designated individual must act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Section D, Item 2.

Enter the Name of the Civil Rights Liaison:

Karen Steward

Enter the Address for the Civil Rights Liaison:

321 N. Main Hutchins, Texas 75141

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(972) 225-6121 x115

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

I certify to all of the application content & requirements.

Project Abstract :

This project is to purchase the equipment needed to provide monthly training for the Hutchins Police Department in the Advance Law Enforcement Rapid Response Training (ALERRT) - Exterior Response to Active Shooter Event (ERASE).

Problem Statement :

Getting the needed training for when an active shooter event occurs. To provide the ALERRT continuing education required hours to current Hutchins Police Officers. To provide on-going monthly training to Hutchins Police Officers.

Supporting Data :

The Federal Bureau of Investigation (FBI) in March of 2013 announced that the ALERRT Center is the national standard. (www.alerrt.org/page/facts). September of 2023 Texas Commission on Law Enforcement mandated that all Texas Peace Officers have a least 16 hours of continuing education of ALERRT by August 31, 2025, and continuing for each 2 year training cycle (www.tcole.texas.gov/content/training-requirements). Thus, making ALERRT the standard for Texas.

Project Approach & Activities:

The following approach would be used: 1. Purchase ERASE Add – On from KDL Solutions LLC. as they are the sole provider of ALERRT equipment. 2. Purchase a 7x16 foot enclosed trailer to securely transport the equipment that is needed to teach the ERASE course. 3. Send Hutchins Police Officer to ERASE Train-the-Trainer course. 4. Begin training Hutchins Police Officers in ERASE.

Capacity & Capabilities:

Hutchins Police Department has 28 full time sworn positions, 1- Police Chief; 3-Lietuentants; 5-Sergeants; 4-Corporals/Training Officers; 3-Detectives; and 12-Patrol Officers. A training room suitable for holding up to 24 officers comfortably with tables and chairs. It is equipment with a whiteboard and 2 television monitors used as projectors. A simulation rounds only gun range within 3 miles of the Public Safety Building. A secured armory for the storage of the weapons. With the purchase of the enclosed trailer all training equipment, tables, and chairs can be transported to the gun range for class. This would also allow training to be conducted at different locations. When the trailer is not in use, it would be parked in a secure parking lot.

Performance Management :

The goal of this project is to get all Hutchins, Sergeants, Corporals, Detectives, and Patrol Officers trained in ERASE. This would also be an asset to the on-going monthly training schedule. With the use of this equipment, we would not rely on ALERRT to send us the equipment needed to host the course or for our monthly training. This equipment is for specific training purposes only, force-on-force training as required for ALERRT, and all weapons only simulation rounds. These weapons will be used by officers for training only. The objective of the project is to h

all Hutchins Sergeants, Corporals, Detectives, and Patrol Officers trained in the ERASE by September of 2025. The plan is to begin training officers as soon as possible during the monthly training times in ERASE. An ERASE Train-the-Trainer course in the spring of 2025 and an ERASE course in the fall of 2025. Section D, Item 2.

Target Group :

The target group is primarily the Hutchins Police Department. As required by ALERRT all law enforcement agencies can request to be part of any ALERRT training free of charge if a vacancy is available.

Evidence-Based Practices:

The U.S. Department of Homeland Security defines an active shooter event as an individual killing or attempting to kill people in a confined and populated area. While still a relatively new area of research, there is a growing body of literature dealing with various aspects of active shooter events and police response. Some research has explored the development and effectiveness of specific response tactics and police perceptions of acceptable responses. Since the 1999 Columbine High School shooting in Littleton, Colorado, police response to active shooter events has changed dramatically. Before Columbine High School shooting, police officers were expected to contain the shooter, control access to the location, and call for the Special Weapons and Tactics (SWAT) team to deal with the problem. Now police officers are expected to enter the location quickly, even alone, and stop the killing. (Blair & Duron, How police officers are shot and killed during active shooter events: Implications for response and training 2022). In March of 2013 ALERRT became the National Standard and in September of 2023 it became the state standard for Texas, in responding to an active shooter event. ALERRT currently hosted a variety of courses that teach and train officers in the response to an active shooter event. This project is to bring the training that is provided by ALERRT to the Hutchins Police Department. KDL Solutions LLC. has worked with ALERRT to provide all the equipment needed to successfully conduct the training course outlined for ERASE. This equipment is not to stop an active shooter event, but to train the officers on how to stop it, thus protecting lives.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|-----------------|-------------|---|
| Law Enforcement | 100.00 | The purchase of ALERRT ERASE equipment for training, along with the purchase of an enclosed trailer to transport the equipment. |

CJD Purpose Areas

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Equipment or technology: Individuals/Operators equipped | 0 |
| General Law Enforcement or Public Safety: Arrests resulting from grant. | 0 |

| | |
|--|----|
| Targeted Investigation: Criminal cases resulting in arrest. | 0 |
| Targeted Investigation: Grant-funded investigations carried out by the unit/division | 0 |
| Training or professional development: Individuals provided | 24 |
| Training or professional development: Individuals received | 24 |
| Training, professional development, or technical assistance: Hours provided | 0 |
| Training, professional development, or technical assistance: Hours received | 0 |

Section D, Item2.

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Hosted and training ERASE class by September 2025 | 1 |
| Host ERASE Train-the-Trainer class by September 2025 | 1 |
| | |
| | |

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|---------------------------------|--------------|
| Train patrol officers in ERASE. | 24 |
| | |
| | |

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

Yes

No

N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

Yes

No

N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024

Enter the End Date [mm/dd/yyyy]:

9/30/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed year for the following sources:

Section D, Item 2.

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Section D, Item 2.

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Section D, Item 2.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|----------------|--|----------------------------|-------------|------------|---------------|--------|-------------|--------|
| Equipment | Specialized Training Equipment (with a unit cost of more than \$5,000) | ERASE - ALERRT Equipment | \$65,855.90 | \$0.00 | \$0.00 | \$0.00 | \$65,855.90 | 1 |
| Indirect Costs | Indirect Costs - Approved Rate | 7x16 foot enclosed trailer | \$7,900.00 | \$0.00 | \$0.00 | \$0.00 | \$7,900.00 | 0 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State |
|--------------|------------|---------|-------------------|-----------|
| | | | | 16 |

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Section D, Item2.

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-----------------|-------------|-------------------|----------------------|------------|--------------|
| Equipment | \$65,855.90 | \$0.00 | \$0.00 | \$0.00 | \$65,855.90 |
| Indirect Costs | \$7,900.00 | \$0.00 | \$0.00 | \$0.00 | \$7,900.00 |

Budget Grand Total Information:

| OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-------------|-------------------|----------------------|------------|--------------|
| \$73,755.90 | \$0.00 | \$0.00 | \$0.00 | \$73,755.90 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|---|---------------------|-----------------|-------------------|-----------------------------|
|---|---------------------|-----------------|-------------------|-----------------------------|

You are logged in as **User Name:** mcpherson286

Agency Name: City of Hutchins
Grant/App: 5012601 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Rifle Resistant Body Armor
Status: Application Pending Submission

Eligibility Information
Your organization's Texas Payee/Taxpayer ID Number:
756005082

Application Eligibility Certify:
Created on:1/16/2024 12:59:14 AM By:Matthew McPherson

Profile Information
Applicant Agency Name: City of Hutchins
Project Title: Rifle Resistant Body Armor
Division or Unit to Administer the Project: Police Department
Address Line 1: 550 W Palestine
Address Line 2:
City/State/Zip: Hutchins Texas 75141-3036
Start Date: 10/1/2024
End Date: 9/30/2025

Regional Council of Governments(COG) within the Project's Impact Area: North Central Texas Council of Governments
Headquarter County: Dallas
Counties within Project's Impact Area: Dallas

Grant Officials:
Authorized Official Not Found

Financial Official Not Found

Project Director
Name: Matthew McPherson
Email: mmcpherson@cityofhutchins.org
Address 1: 550 W Palestine
Address 1:
City: Hutchins , Texas 75141
Phone: 972-225-2225 Other Phone:
Fax:
Title: Mr.
Salutation: Sergeant
Position: Patrol Sergeant

Grant Writer
Name: Matthew McPherson
Email: mmcpherson@cityofhutchins.org
Address 1: 550 W Palestine
Address 1:
City: Hutchins , Texas 75141
Phone: 972-225-2225 Other Phone:
Fax:
Title: Mr.
Salutation: Sergeant
Position: Patrol Sergeant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Section D, Item 2.

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI)

Number or Vendor ID): 756005082

Unique Entity Identifier (UEI):

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Peace Officers - all peace officers currently employed by the agency

Current total number of officers:

24

Reserve Officers - all other reserve officers

Current total number of officers:

0

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Section D, Item2.

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies

Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "[A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers](#)" for more information.

NIJ Body Armor Standards

Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement

Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The Personal Armor Fit Assessment [checklist](#), is excerpted from ASTM E3003.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit

complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Section D, Item 2.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

— I certify to all of the application content & requirements.

Project Abstract :

This project is to purchase rifle resistant body armor and carriers for officers.

Problem Statement :

New officers do not have rifle resistant body armor and carriers. Officers that did get rifle resistant body armor their plates have expired.

Supporting Data :

Body armor has a expiration date and needs to be exchanged with newer plates.

Project Approach & Activities:

Buy new rifle resistant body armor and carriers for new officers. Exchange new plates with expired plates. Upgrade plate carriers to include side protection from small arm.

Capacity & Capabilities:

The Hutchins Police Department has currently 23 officers and 1 recruit in the police academy.

Performance Management :

This project's goal is to have all officers outfitted with new plates and plate carriers as needed.

Target Group :

The target group is the Hutchins Police Department sworn officers.

Evidence-Based Practices:

NIJ Rifle resistant body armor stops rifle rounds and protect officers.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|--------------------------|-------------|--|
| Equipment and Technology | 100.00 | Purchase of Rifle Resistant Body Armor |

CJD Purpose Areas

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Equipment or technology: Individuals/Operators equipped | 20 |
| Equipment or technology: Organizations directly using | 0 |
| Number of bullet resistant plates purchased with grant funds | 40 |
| Number of bullet resistant vests purchased with grant funds. | 0 |
| Number of plate carriers purchased with grant funds | 15 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

Yes

No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2024

Enter the End Date [mm/dd/yyyy]:

9/30/2025

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Section D, Item 2.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

Section D, Item2.

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|-----------|------------------|--|-------------|------------|---------------|--------|-------------|--------|
| Equipment | Bulletproof Vest | III Level rifle plate (210.00 each / 2 needed per officer) | \$10,080.00 | \$0.00 | \$0.00 | \$0.00 | \$10,080.00 | 48 |
| Equipment | Bulletproof Vest | Side panel (\$75.00 each / 2 needed per officer) | \$3,600.00 | \$0.00 | \$0.00 | \$0.00 | \$3,600.00 | 48 |
| Equipment | Bulletproof Vest | Plate carrier (\$91.00 each / 1 per officer) | \$2,184.00 | \$0.00 | \$0.00 | \$0.00 | \$2,184.00 | 24 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|-------------|------------|--------|
|-------------|------------|--------|

Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|------------|---------|-------------------|-----------------|
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-----------|-------------|------------|---------------|--------|-------------|
| Equipment | \$15,864.00 | \$0.00 | \$0.00 | \$0.00 | \$15,864.00 |

Budget Grand Total Information:

| OOG | CASH MATCH | IN-KIND MATCH | GPI | <i>Section D, Item2.</i> | AL |
|-------------|-------------------|----------------------|------------|--------------------------|-------------|
| \$15,864.00 | \$0.00 | \$0.00 | \$0.00 | | \$15,864.00 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|---|---------------------|-----------------|-------------------|-----------------------------|
|---|---------------------|-----------------|-------------------|-----------------------------|

You are logged in as **User Name:** mcpherson286

FY25 CRIMINAL JUSTICE PROGRAM JUSTICE ASSISTANCE GRANT Addendum

Submission Instructions: Email completed addendum Word file to cjapplications@nctcog.org no later than 5:00 pm CST on February 8, 2024 (DO NOT SUBMIT AS PDF FILE)

Download CJ-JAG addendum here: <https://www.nctcog.org/public-safety/criminal-justice/grant-application-workshop-information>

COMPLETED ADDENDUM SHOULD NOT EXCEED 3 PAGES

Agency Name: Hutchins Police Department
Project Title: ALERRT Equipment
Application #: 5012401
Location of Agency Headquarters: 550 West Palestine, Hutchins, Texas 75141

OOG funds requested for this new or renewal project:

Is this a collaboration project? (If YES, submit applicable MOUs/letters of intent) YES _____ NO X _____

PROJECT SUMMARY – NO POINTS ASSIGNED (100 WORDS OR LESS): Summarize the proposed project.

This project is to purchase the equipment needed to provide monthly training for the Hutchins Police Department in the Advance Law Enforcement Rapid Response Training (ALERRT) - Exterior Response to Active Shooter Event (ERASE).

SUPPORTING DATA: Will be assessed with eGrants Problem Statement and Target Group sections (UP TO 25 POINTS): Provide at least three years of local, comparable data that demonstrates the problem exists, demonstrates the problem's size and scope, and demonstrates the problem's negative effects on the target population. All data sources must be cited.

The Federal Bureau of Investigation (FBI) in March of 2013 announced that the ALERRT Center is the national standard. (www.alerrt.org/page/facts). September of 2023 Texas Commission on Law Enforcement mandated that all Texas Peace Officers have a least 16 hours of continuing education of ALERRT by August 31, 2025, and continuing for each 2-year training cycle (www.tcole.texas.gov/content/training-requirements). Thus, making ALERRT the standard for Texas.

Without the equipment to train new officers and to continuously train current officers for an active shooter event officers will still respond. The decision making and response required/needed while the event happens will happen, the quickness of the response happens depends on the training the officer received. With the need for ALERRT training required by TCOLE every 2 years, the need is great.

With continuous training the time of the response and decision making will be quicker. Continuous learning is the ongoing expansion of knowledge and skill sets. It's about developing new skills and knowledge, while also reinforcing what has been previously learned. In traditional training, the level of knowledge rises to a peak right after a specific training course, and then gradually falls off over time from a lack of reinforcement, (www.techtarget.com, *continuous learning*, by: Cameron Hashemi-Pour, Site Editor, Wesley Chai). With this equipment we can reinforce the training, cutting the time for an officer to make the correct response when an active shooter event happens.

There are over 5,000 people that currently live in the City of Hutchins as of the 2021 census (*United States Census Bureau*), and 2 new housing developments currently being built. During the day, the population in and around Hutchins is believed to be over 10,000 people. Not including the many new businesses coming to Hutchins. There are 2 local schools, Wilmer-Hutchins Elementary and Wilmer-Hutchins High School. Most of the businesses in Hutchins are warehouses, employing mainly temporary/day workers. Union Pacific Railroad has an Intermodal Port that connects Hutchins and Wilmer. There are a few correctional facilities in and around Hutchins: Hutchins State Jail

(TDC), Dallas County Transitional Facility, Dallas County Youth Treatment Camp, and Volunteers of America (Federal Transitional Facility).

Within the past few years Hutchins has been the place of deadly/high-risk events that have started in a neighboring city and ended in Hutchins. For example, Dallas Police Department Headquarter got attacked in June 2015, the suspect fled to the Jack in the Box in Hutchins (www.cnn.com). In February 2018, a US Postal Worker was shot and killed in Dallas on Interstate 30 but later was arrested in Hutchins (www.dallasnews.com).

The City of Hutchins reported to the Texas Department of Public Safety, (www.dps.texas.gov/section/crime-records/crime-texas), in 2021 with a population of 5,941, there were 22-Aggravated Assaults, 14-Robberies, and 93-Burglaries. In 2022, with a population of 6,048, there were 1-Murder, 20-Aggravated Assaults, 7-Robberies, and 52-Burglaries. In 2023, with a population of 5,594, there were 29-Aggravated Assaults, 8-Robberies, and 35-Burglaries.

Hutchins Police Department currently has 26 sworn positions. With this equipment we would be able to train for when an Active Shooter Event happens. That the Hutchins Police Department will be able to quickly and decisively end the killing, stop the dying, and protect lives.

COLLABORATIONS: In table below, list no more than five (5) of the most important collaborations your agency has with other entities in order to carry out this project. Put N/A if no collaborations needed. *Do NOT copy your eGrants Capacity & Capabilities narrative into the Addendum.*

NOTE: Contractors listed in budget should NOT be listed as collaborators in this table. Collaborative relationships do NOT involve an exchange of funds.

| AGENCY NAME | BRIEFLY DESCRIBE HOW AGENCY ASSISTS WITH <u>THIS</u> PROJECT | CONTACT PERSON NAME |
|-------------|--|---------------------|
| N/A | | |
| | | |
| | | |
| | | |

SUSTAINABILITY - (100 WORDS OR LESS): Describe agency’s financial commitment to support THIS project during grant period. Describe your strategy to sustain this project beyond the grant period. For equipment or technology grants, describe agency’s plan to maintain equipment beyond the grant period (i.e., routine maintenance, repairs, upgrades, etc.).

This equipment will be maintained by our department armor. The protected equipment (face shields, helmets, throat protector, etc.) will be washed after each class. If the equipment is broken during training replacements will be ordered within a reasonable amount of time. Training ammunition will be on hand to conduct training.

NOTE: The Addendum’s Collaborations table and Sustainability section will be assessed with eGrants Capacity & Capabilities section (up to 15 points).

DUPLICATION OF SERVICES - NO POINTS ASSIGNED (100 WORDS OR LESS): Describe how this project avoids duplication or overlapping of existing resources or programs available within project’s proposed service area and target population.

Currently ALERRT sends training equipment to agencies throughout Texas the United States to host classes. However, getting the equipment to train continuously is not offered. With this equipment we would be able to train monthly and be able to host without relying on ALERRT for the equipment. Just the literature and consumables for the formal class.

RENEWAL BUDGET INCREASE JUSTIFICATION – NO POINTS ASSIGNED (100 WORDS OR LESS): If this renewal has an increase in OOG funds from what is currently funded, describe justification for the funding request increase. Put N/A if this is NOT a renewal project or put N/A if this is a renewal with NO budget increase.

N/A

PATROL VEHICLE INFORMATION – NO POINTS ASSIGNED (100 WORDS OR LESS): If request includes a patrol vehicle(s), provide the following: total number of patrol vehicles in the fleet and how many of those have over 100,000 miles; your agency’s annual patrol fleet maintenance budget; and funding source(s) of your agency’s patrol fleet budget (i.e., general funds, other grants, Crime Control Prevention District funds). Put N/A if this is NOT a request for patrol vehicles.

N/A

COMPLETED ADDENDUM SHOULD NOT EXCEED 3 PAGES

FY25 CRIMINAL JUSTICE PROGRAM JUSTICE ASSISTANCE GRANT Addendum

Submission Instructions: Email completed addendum Word file to cjapplications@nctcog.org no later than 5:00 pm CST on February 8, 2024 (DO NOT SUBMIT AS PDF FILE)

Download CJ-JAG addendum here: <https://www.nctcog.org/public-safety/criminal-justice/grant-application-workshop-information>

COMPLETED ADDENDUM SHOULD NOT EXCEED 3 PAGES

Agency Name: Hutchins Police Department
Project Title: ALERRT Equipment
Application #: 5012401
Location of Agency Headquarters: 550 West Palestine, Hutchins, Texas 75141

OOG funds requested for this new or renewal project:

Is this a collaboration project? (If YES, submit applicable MOUs/letters of intent) YES _____ NO X

PROJECT SUMMARY – NO POINTS ASSIGNED (100 WORDS OR LESS): Summarize the proposed project.

This project is to purchase rifle resistance vests for all officers working for the Hutchins Police Department.

SUPPORTING DATA: Will be assessed with eGrants Problem Statement and Target Group sections (UP TO 25 POINTS): Provide at least three years of local, comparable data that demonstrates the problem exists, demonstrates the problem’s size and scope, and demonstrates the problem’s negative effects on the target population. All data sources must be cited.

The NIJ standard is the only nationally accepted standard for the body armor worn by law enforcement and corrections officers. NIJ also administers a program to test commercially available armor for compliance with the standards to determine whether the vests meet NIJ’s minimum performance standards, (www.nij.ojp.gov, *P. Titmuss, July 21, 2022*).

COLLABORATIONS: In table below, list no more than five (5) of the most important collaborations your agency has with other entities in order to carry out this project. Put N/A if no collaborations needed. *Do NOT copy your eGrants Capacity & Capabilities narrative into the Addendum.*

NOTE: Contractors listed in budget should NOT be listed as collaborators in this table. Collaborative relationships do NOT involve an exchange of funds.

| AGENCY NAME | BRIEFLY DESCRIBE HOW AGENCY ASSISTS WITH THIS PROJECT | CONTACT PERSON NAME |
|-------------|---|---------------------|
| N/A | | |
| | | |
| | | |
| | | |

SUSTAINABILITY - (100 WORDS OR LESS): Describe agency’s financial commitment to support THIS project during grant period. Describe your strategy to sustain this project beyond the grant period. For equipment or technology grants, describe agency’s plan to maintain equipment beyond the grant period (i.e., routine maintenance, repairs, upgrades, etc.).

The rifle vest will be maintained by the officer it is issued.

NOTE: The Addendum’s Collaborations table and Sustainability section will be assessed with eGrants Capacity & Capabilities section (up to 15 points).

DUPLICATION OF SERVICES - NO POINTS ASSIGNED (100 WORDS OR LESS): Describe how this project avoids duplication or overlapping of existing resources or programs available within project's proposed service area and target population.

The current rifle resistance vests that are currently used are expired.

RENEWAL BUDGET INCREASE JUSTIFICATION – NO POINTS ASSIGNED (100 WORDS OR LESS): If this renewal has an increase in OOG funds from what is currently funded, describe justification for the funding request increase. Put N/A if this is NOT a renewal project or put N/A if this is a renewal with NO budget increase.

N/A

PATROL VEHICLE INFORMATION – NO POINTS ASSIGNED (100 WORDS OR LESS): If request includes a patrol vehicle(s), provide the following: total number of patrol vehicles in the fleet and how many of those have over 100,000 miles; your agency's annual patrol fleet maintenance budget; and funding source(s) of your agency's patrol fleet budget (i.e., general funds, other grants, Crime Control Prevention District funds). Put N/A if this is NOT a request for patrol vehicles.

N/A

COMPLETED ADDENDUM SHOULD NOT EXCEED 3 PAGES



STAFF REPORT

| | |
|------------------------|--|
| MEETING DATE: | February 5, 2024 |
| MEETING TYPE: | Regular meeting |
| SUBMITTED BY: | Steve Perry |
| AGENDA CAPTION: | AT&T 911 Presentation Presented by: Steve Perry, Police Chief and Jeff Bievenue representing AT&T |

Background Information

The Hutchins Police Department 911 system is currently hosted by AT&T.

Jeff Bievenue representing AT&T will talk about NEXT GEN 911 and the solutions that AT&T can provide to become NEXT GEN compliant and enhance the overall 911 system capabilities.

Budget Implications

Presentation only at this time

Operational Impact

Improve 911 communication for the City of Hutchins residents.

Legal Review

N/A

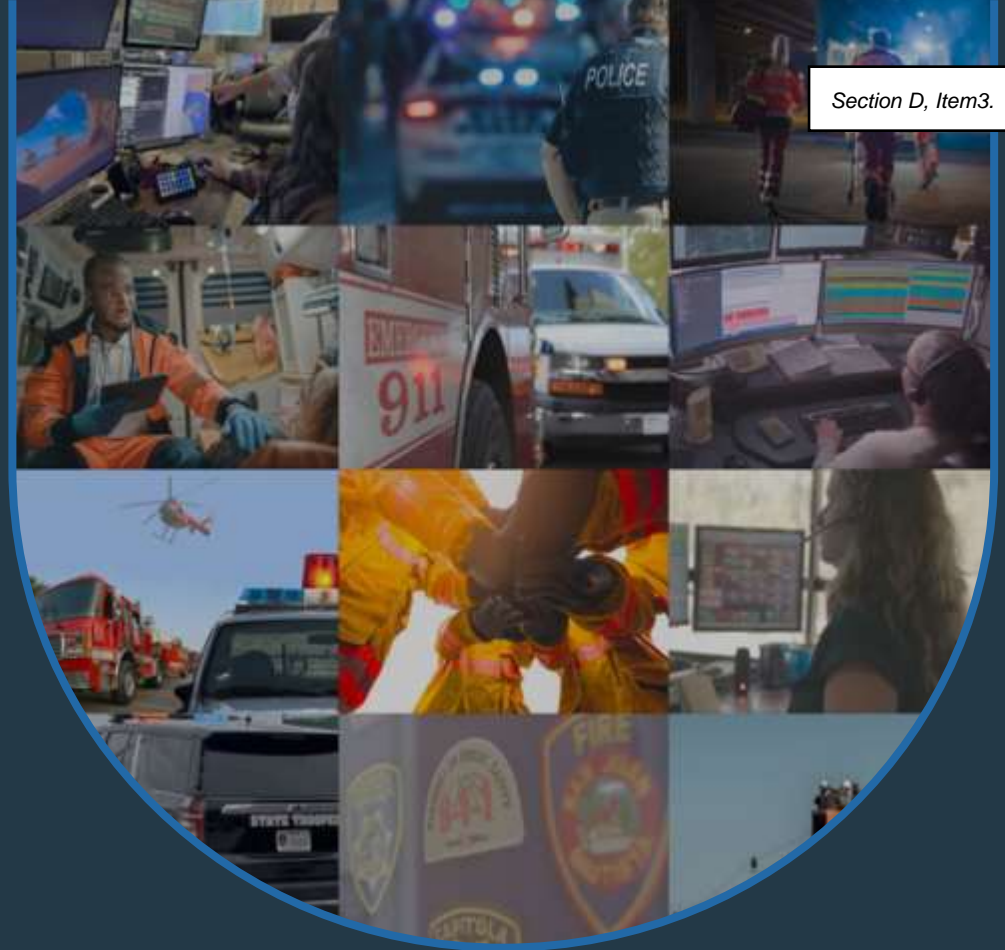
Staff Recommendation

N/A

Supporting Documentation and Attachments

RapidDeploy

Every Moment Matters
in the Mission to Save Lives



Our mission: saving lives by reducing response times

Democratizing Public Safety

RapidDeploy ensures that everyone receives the critical information they need to save lives

20+

active States,
with **11** statewide
contracts

1500+

PSAPs / ECCs
nationwide

800M+

mobile locations
acquired per year

120M+

CPE events*

**including re-bids*

The Digital Age has Ushered in New Expectations for Emergency Response

Status quo is no longer an option

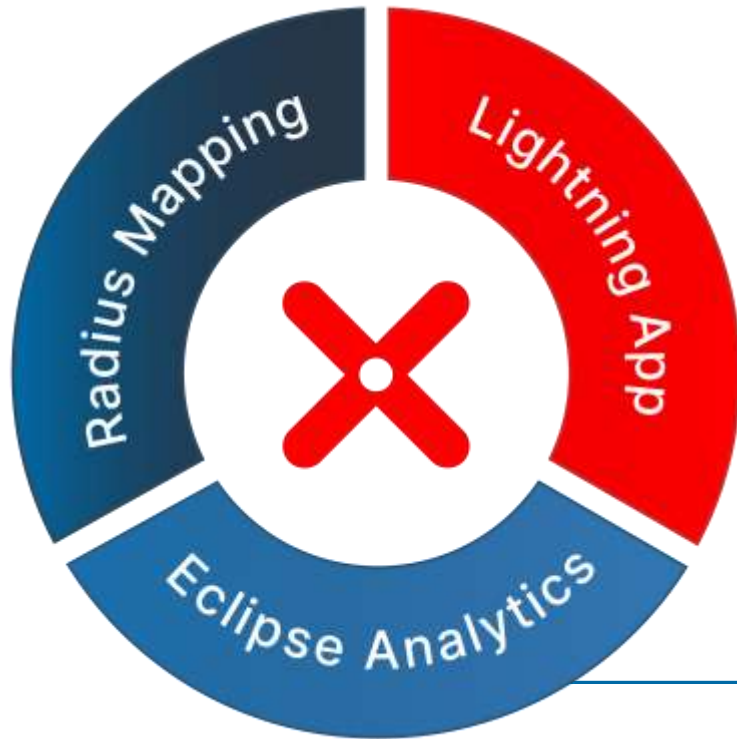


Section D, Item3.


- Precision, immediacy, and modern communication channels are expected
- 85% of 911 calls come from mobile devices, but systems were built for analog
- Analog is expensive, antiquated and built on limited, stagnant technology
- Traditional voice calls and fragmented data sets are not good enough
- The future is connected, mobile, data-driven and powered by the cloud

Mission Critical Intelligence Powered by a Single Operating System

We modernize 911 with resilient and impactful Next Gen mapping and analytics solutions that support public safety from ECC/PSAP to the field.



Location Accuracy 

Situational Awareness 

Modern Communications 

Actionable Insights 

Our integrated platform combines mobile signals, critical datasets, and call information into a single operating system that supports agencies and first responders in their life-saving mission.

Curated Partner Network

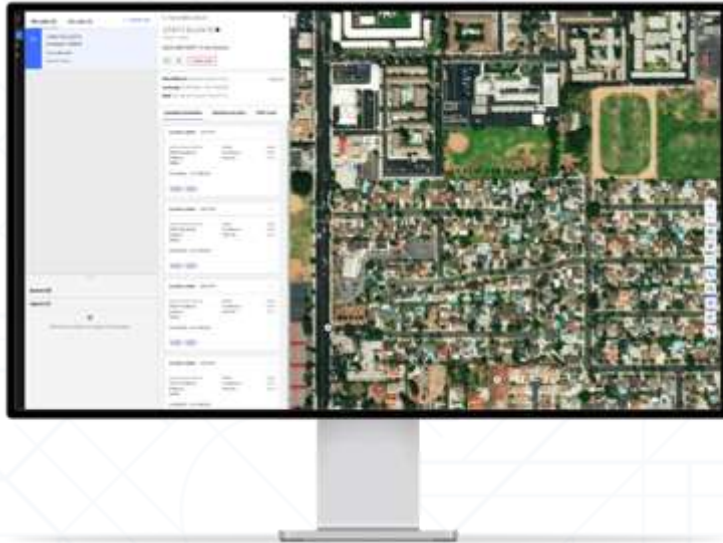
Integrated data, applications and solution providers create a centralized ecosystem for public safety.



- Mobile Location Data**
accurate signals on exact caller location
- Supplemental Data**
trains, traffic, weather, terrain, PulsePoint (DOT, EOC, EMC), etc.
- Opt-In Medical Profile Data**
victim health info
- AI-Based Live Translation**
with text from 911
- Video Interoperability**
access to camera networks
- Vehicle Telematics**
crash severity, victim & vehicle info, etc.
- Panic Buttons**
one-touch communication trigger for medical, fire, active assailants
- Indoor Floor Plans**
route emergency services, detailed grids, floorplans, access points
- Emergency Incident Data Sharing – EIDO**
adjacent / overlapping jurisdiction resources, Disaster EOC
- Aerial Imagery**
geographic and structure visibility

Cloud-Based Platform Built for Public Safety

Reduce response times, drive better emergency response outcomes, and improve PSAP/ECC performance



Radius Mapping

Reduce response times and drive better outcomes with unified communications and integrated data in a single map



Lightning App

Drive faster, safer incident response and resolution by delivering 911 call data and critical information directly and securely to field responder devices



Eclipse Analytics

Make smarter data-backed decisions, plan and forecast, and improve performance with on-demand actionable intelligence

Next Gen 911 Solution Suite that Informs the Emergency Response Journey



Locate

with precision and speed during call intake

Accelerate

call triage by providing unparalleled situational awareness

Equip

responders with actionable information

Empower

field responders to resolve situations quickly and safely

Evolve

NG911 with real-time analytics that drive data-backed decisions

Addressing Market Needs with New Innovation

When the mission is to save lives, every moment, every call, and every detail matter

Market Shift

Public Expectations
Have Changed

The new standard is rapid, comprehensive response from any device and in any language.



Immediate Context
Saves Lives

Immediate, comprehensive data in one place or in-hand has moved from a tech upgrade to a necessity.



All First Responders
Deserve Better

The move from disjointed tools to integrated, unified data systems directly impacts the success and safety of first responders.



Better Decisions
Require Insight

Real-time, data-driven insights based on actionable intelligence have become indispensable in public safety.



RapidDeploy Advantage

Radius instantly locates callers on any device via call, video, and text (in 130+ languages).

Radius and Lightning deliver complete data and context in one app, enhancing situational awareness, speed and outcomes.

By improving critical data sharing, Radius and Lightning ensure better service and safety for frontline emergency personnel.

Eclipse goes beyond reporting to provide strategic analytics and insight that shape future-ready 911 response.

Your Partner in the Next Gen 911 Journey

Center of Excellence: Proven deployment, from implementation and delivery, to training, customer service and support



Discovery

Identify scope, technical requirements and dependencies

Validate up-front CHE/CPE & GIS configurations, diversified data collection, and project timelines

1



Implementation

Provision and install EDG device to ingest 911 call traffic

Set-up environment configurations w/security settings, client preferences, and complete testing

2



Training

Always-on access to RapidDeploy Academy for online training resource

Includes feature training, user guides and live, instructor-led learning sessions

3



Service & Support

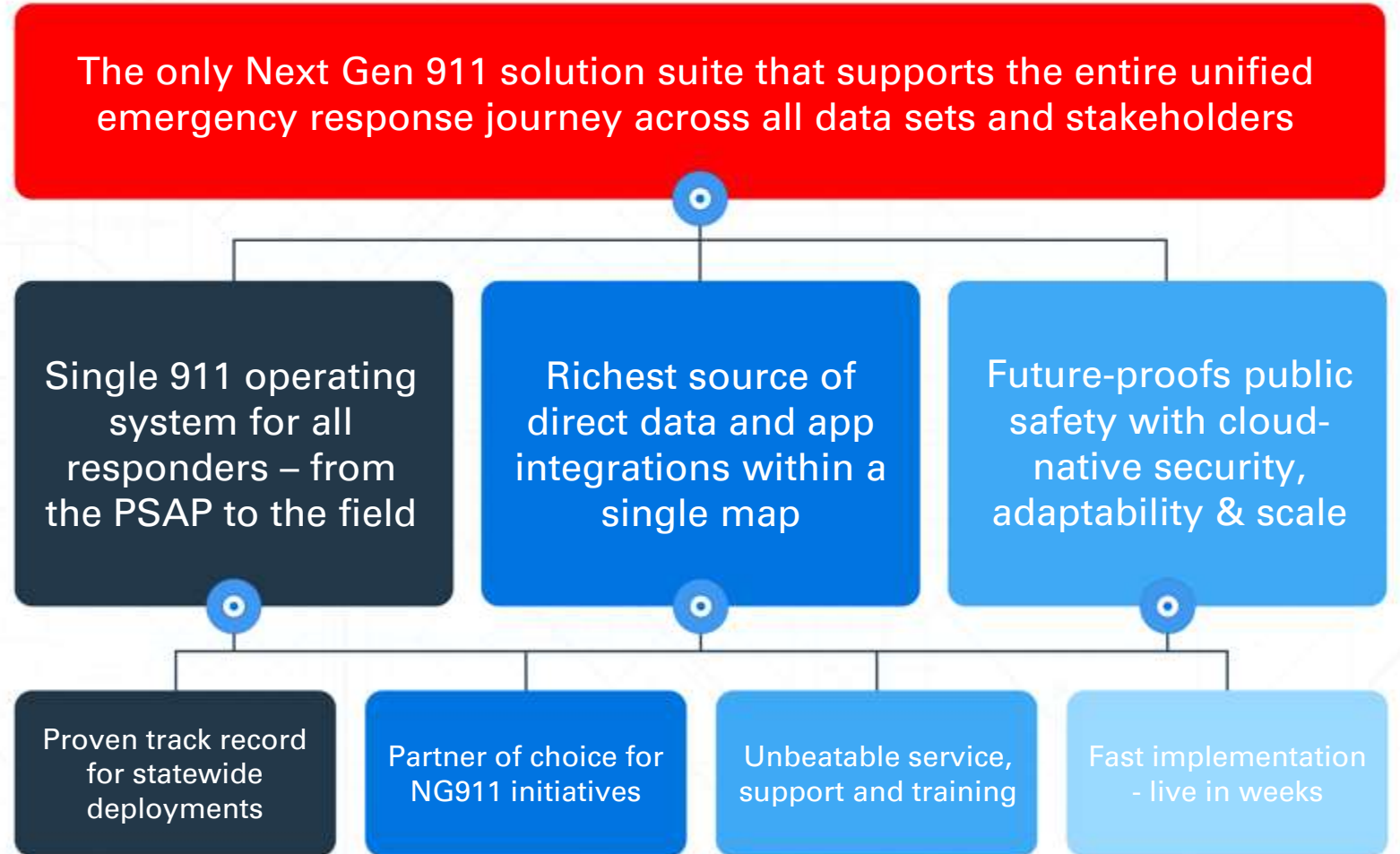
Dedicated customer service throughout the end-to-end customer journey

Ongoing training, collaboration, plus 24/7 support to ensure operational success

4

The RapidDeploy Difference

Mission is why we do it
Cloud is where we do it
Scale is how we do it



Trust Matters

Trusted Across the Community We Serve: We partner with our customers in their transition to the cloud, providing solutions that support the future of emergency response



Christy Williams
Director,
NCT9-1-1



Mike Sunseri,
Administrator,
Kentucky 911 Services Board



Michele Abbott,
Communication & Training Coordinator
Kansas 911 Coordinating Council

“ We depend on RapidDeploy for mapping and analytics to drive better outcomes in emergency situations and to harness the power of actionable intelligence with on-demand insights.

RapidDeploy shares in NCT9-1-1’s life-saving mission and is our trusted partner in the NG911 journey, providing both the training and support that we need as we move to the cloud.

“ We’ve seen life-saving and operational benefits from RapidDeploy’s mapping and analytics solutions.

We realized early on that GIS is the absolute cornerstone for next gen 911 and partnered with RapidDeploy to embrace a diversified set of critical data and applications in a single view.

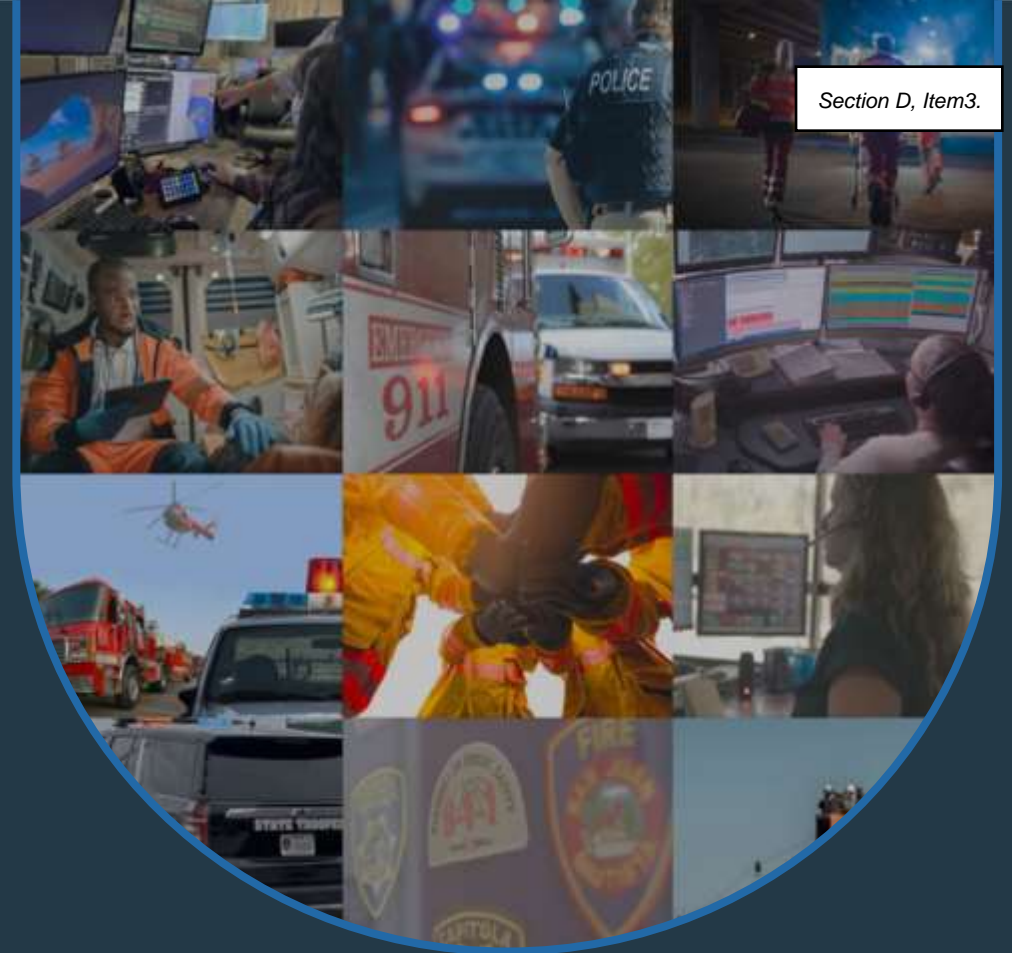
“ “RapidDeploy has been a strategic partner in Kansas’s transition to NG911 and well aligned with statewide GIS and data-sharing initiatives.

“Radius Mapping is used by over 100 911 centers, and now with the Lightning app, we can put the same level of mission-critical information in the hands of our field responders.

RapidDeploy

- A mission that matters supported by solutions that saves lives
- Cloud-native software platform built for scale, resiliency and impact
- Leading partner in Next Gen 911 with proven technology, deployment and training
- Next Gen ecosystem for public safety powered by a curated partner network and single operating system for 911

Contact us here:
www.rapiddeploy.com



Section D, Item3.



City of Hutchins

February 2024

AT&T ESInet™ is a full service offer that provides end-to-end support from project implementation to on-going support and maintenance. AT&T provides a 24x7x365 stewardship from the following groups:

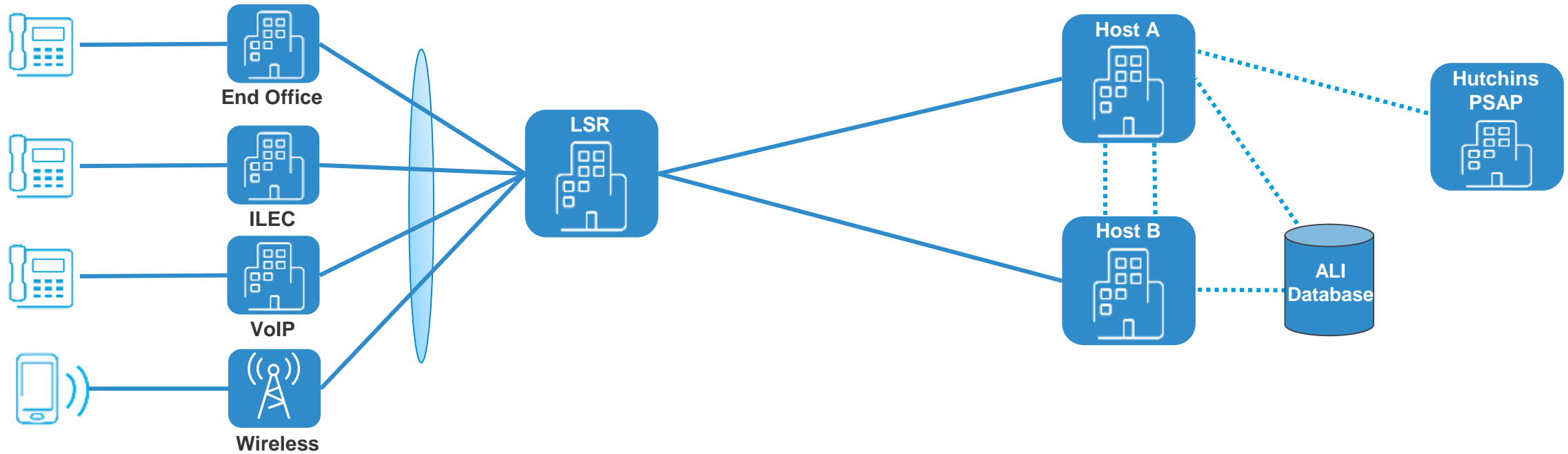
- AT&T Customer Resolution Center
- AT&T Field Services
- Program/Project Management
- Network Operations Center
- Capacity and Performance Management
- AT&T Test Labs
- Service Management Team
- ESInet Application and Platform Monitoring

AT&T ESInet™ is a prebuilt system that includes 6 core sites and 9 aggregation sites nationwide. Agencies signing up for this service are connected via MPLS circuits to the PSAP with minimal hardware needed at the PSAP. Typical deployments only require that AT&T-provided routers be installed at the agencies' site.

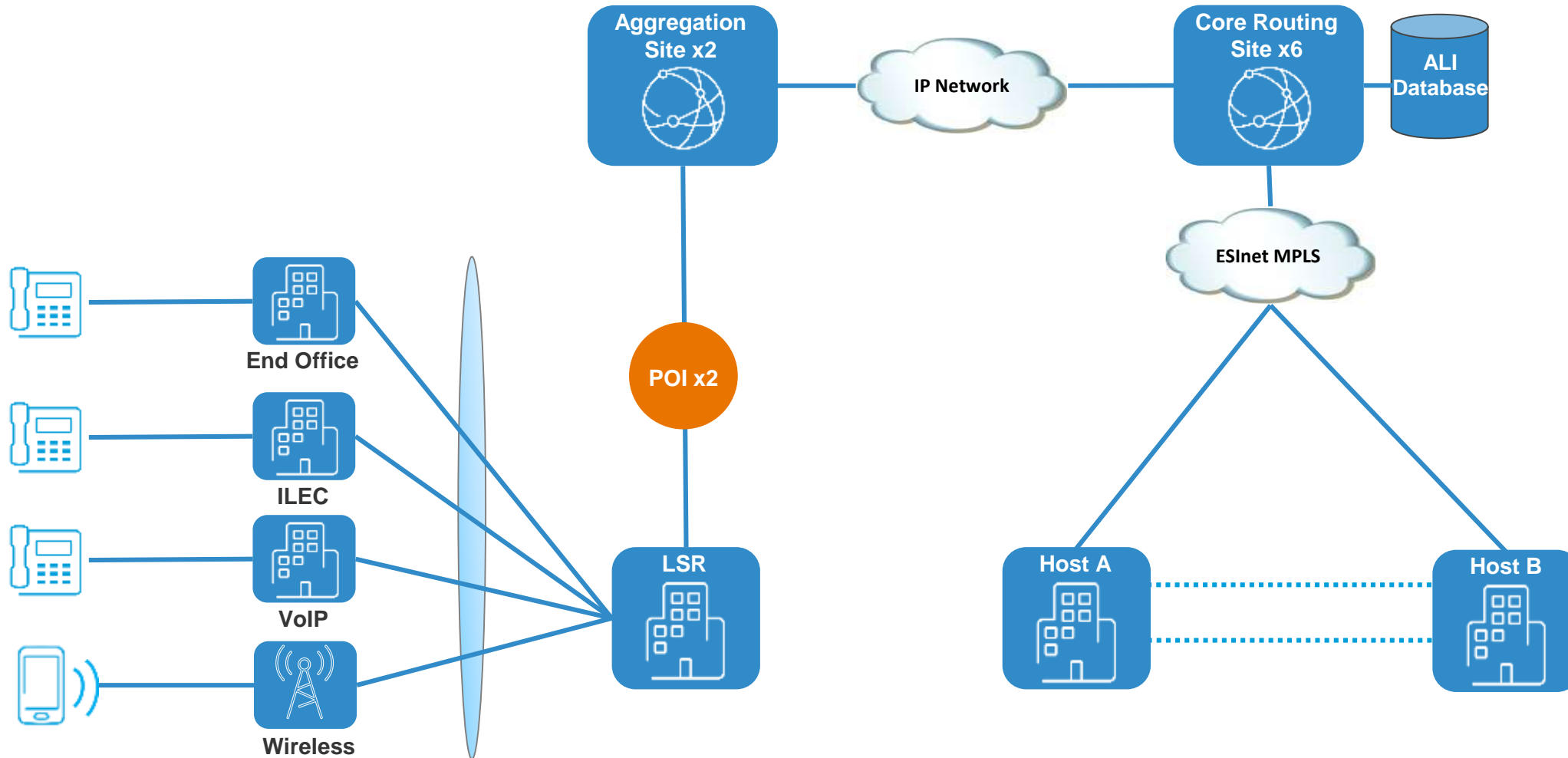
Buildout Complete & Currently Routing Live Traffic



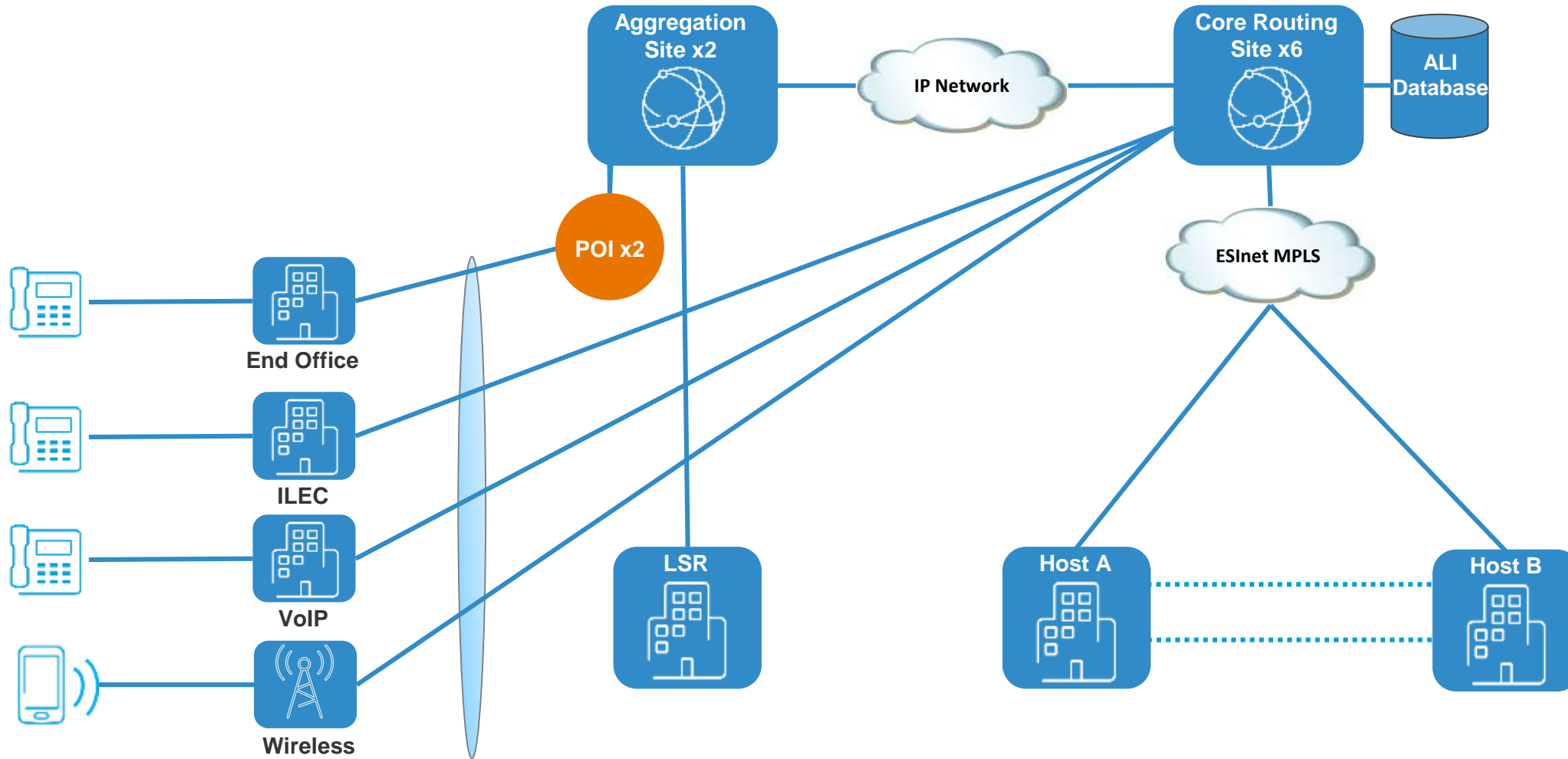
Proposed Transitional Model



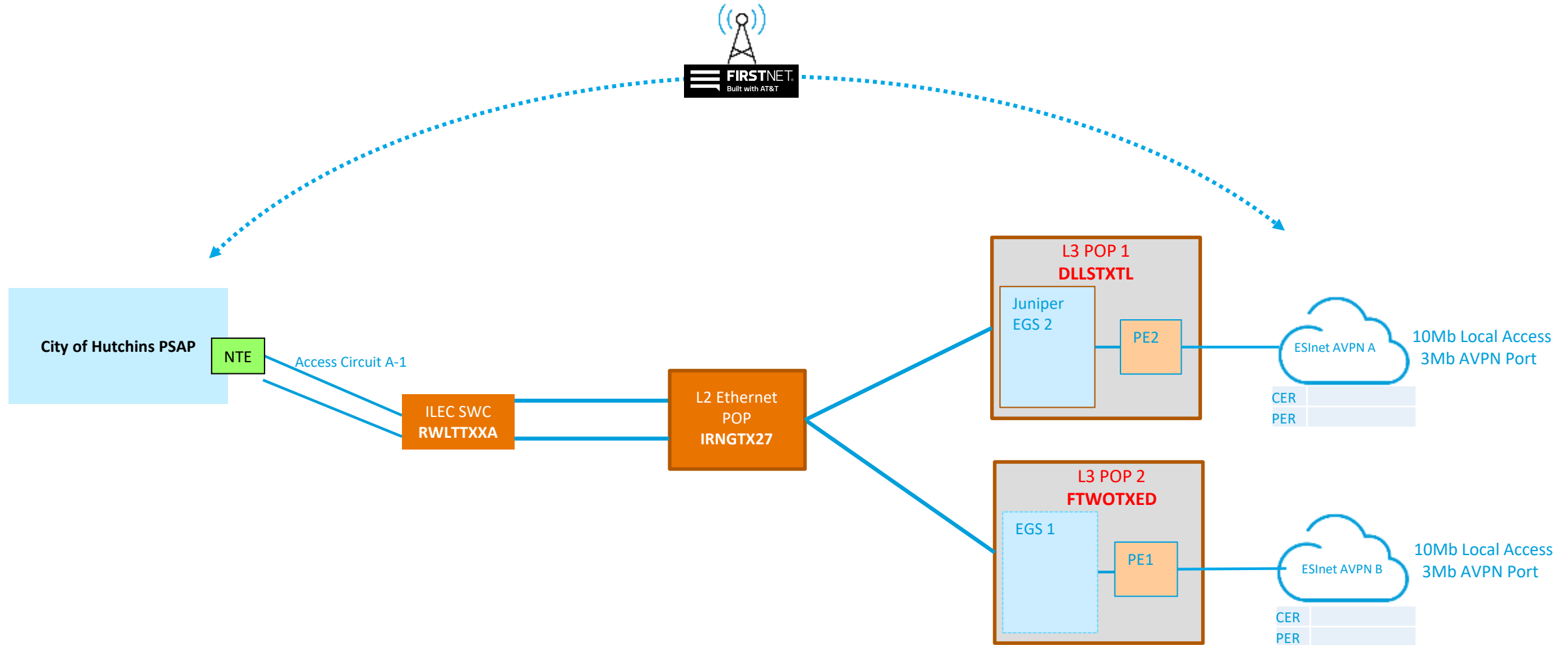
Proposed Transitional Model – Phase 1



Proposed Transitional Model – Phase 2



City of Hutchins 9-1-1 – AVPN POP Diversity







STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council

SUBMITTED BY: Robert McWayne

AGENDA CAPTION: Entryway Sign Update Presented by: Robert McWayne

Background Information

N/A

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments









STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council

SUBMITTED BY: James Quin, City Administrator

AGENDA CAPTION: Discuss and Consider Approving Resolution R2024-02-1167 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AIA STANDARD FORM OF AGREEMENT FOR BETWEEN OWNER (CITY OF HUTCHINS) AND ARCHITECT (BRANDSTETTER CARROLL INC.) FOR INTERIOR DESIGN AND FURNITURE, FURNISHINGS, AND EQUIPMENT (FF&E) DESIGN SERVICES

Presented by James Quin, City Administrator.

Background Information

The City Hall \$10,775,000 bond issue included the cost of the building. It did not include the purchase of property which totaled \$750,000. These funds could have been used for a good portion of the furniture, fixtures and equipment (FF&E) for the building. The estimated cost for fully equipping the City Hall is 1.3 million dollars.

The attached proposal from Architect Brandstetter Carroll INC illuminates the cost of the FF&E. Much of the furniture has a useful life of twenty+ years and much of the equipment and fixtures should last for the life of the building. The advantage of having the architectural firm manage the purchase of the FF&E is the uniformity of design of the interior. This cannot be achieved by purchasing separate items from Buy Board.

The City's financial advisor has indicated that the 1.3 million can be included in a 3 million-dollar tax note to be issued in March 2024. This tax note includes the purchase of vehicles, equipment and the reconstruction of Chatman Street which is included in the FY 2023/24 CIP. The tax note has no effect upon the tax rate.

It is anticipated that the architectural fee of \$84,500 will be underwritten by City Hall interest earnings.

Budget Implications

1.3 million dollars plus \$84,500 architect fee.

Operational Impact

Funding the FFE will enable the City to achieve consistency of furniture design for the offices, provide light fixtures throughout the City Hall particularly the public space and the Event Center and enable the Council Chambers to be completed including Council dais and furniture.

Legal Review

The AIA agreement and proposal have been reviewed the City Attorney

Staff Recommendation

It is recommended that the City Council approve the Resolution and FFE agreement.

Supporting Documentation and Attachments

Resolution, AIA agreement and FFE proposal.

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2024-02-1167**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE AIA STANDARD FORM OF AGREEMENT FOR BETWEEN OWNER (CITY OF HUTCHINS) AND ARCHITECT (BRANDSTETTER CARROLL INC.) FOR INTERIOR DESIGN AND FURNITURE, FURNISHINGS, AND EQUIPMENT (FF&E) DESIGN SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed AIA Standard Form of Agreement between Owner (the City) and Architect (Brandstetter Carroll Inc.) for Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services (the “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Administrator is authorized to negotiate and execute the Agreement on behalf of the City of Hutchins, Texas.

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

SECTION 1. The City Administrator is hereby authorized to negotiate and execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Hutchins.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of February 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-11-2024: 4894-7366-8764, v. 1)

EXHIBIT “A”

AIA Standard Form of Agreement between Owner and Architect for Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services

4894-7366-8764, v. 1

December 20, 2023

2360 Chauvin Dr
LEXINGTON
KY 40517
859.268.1933

255 Seven Farms
Drive, Suite 300-A
CHARLESTON
SC 29492

17304 Preston Rd
Suite 1075
DALLAS
TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Mr. James Quin
City Administrator
City of Hutchins, Texas

RE: Hutchins City Hall – Proposal for Additional Services for Furniture, Fixtures, and Equipment Specifications Package

Dear Mr. Quin,

BCI is pleased to present this proposal for Additional Services for Furniture, Fixtures, & Equipment (FF&E) specifications services to the City of Hutchins, Texas for the proposed City Hall Facility in support of the AIA B104-2017 agreement executed on March 12, 2023, for basic design services. Upon acceptance of this proposal, we will submit the AIA B152™–2019, Standard Form of Agreement Between Owner and Architect for Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services to you for your signature. AIA B152-2019 assumes the Owner will provide separate budgets for the Cost of the Work for Construction and the Cost of the Work for FF&E separately and the Architect will design the Project to meet these budgets. This service will be invoiced as completed over the course of the project.

The FF&E scope of work shall include the following tasks:

- FF&E Floor Plan – annotated floor plan showing FF&E layout.
- FF&E selections and specifications – research, explore, and source FF&E items and provide specifications document.
- Create FF&E bid package.
- Bidding or negotiated vendor selection support.
- Assistance with vendor coordination and installation of FF&E.
- Coordination with A/E related services as described above to produce plan(s) and specifications.
- Assist with vendor and contractor coordination and schedules.
- Coordinate and facilitate meeting with vendor(s)
- Assist with FF&E RFP solicitation.

The scope of work does not include:

- Procurement of FF&E
- Selections, specifications, or procurement of computers, T.V. displays, monitors, security cameras/devices, copy or printing machines, office accessories, décor, digital signage, graphics and wayfinding signage.
- Vendor compensation.
- FF&E Contract Administration between the City of Hutchins & Vendor(s).
- Guarantees or warranties of products or vendor(s) performance.

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OH 44113
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We understand the estimated FF&E procurement budget for the new facility of 20,817 square feet to be \$1,300,000.

Our fee for this additional service will be 6.5% of FF&E costs.

Proposed FF&E Service Fee: \$84,500

BCI's proposal is valid for a minimum of 90 days. President Benjamin E. Brandstetter, PE, is the official authorized to bind the firm. BCI has never been unable to successfully negotiate the terms of a contract. All fees are negotiable.

The following proposed milestones and deliverables are as follows:

FF&E DOCUMENTS PACKAGE

- Source and select FF&E items including color, fabric, and finishes, for owner's review and approval. Coordinate vendor showroom visits, samples, and options for consideration.
- FF&E Floor Plan – annotated floor plan showing FF&E layout with item number reference tags corresponding with specifications.
- Final documents will be prepared in the form of drawings and specifications required to complete the work. Regular meetings with the Owner will take place to communicate detailed information. Quality Control will be intensified at this time, recognizing the need for final, accurate, and coordinated documents.
- Produce documentation necessary for bidding and installation of the new systems.
- FF&E package will include but not limited to the following items. Final selections will be approved by and coordinated with the City of Hutchins.

City Hall

- Desks: Executive desks, administrative desks, workstations, credenzas, file/storage pedestal desk components, overhead bin storage where applicable
- Tables: Training/worktables, breakroom, conference rooms, side tables, equipment tables, consoles
- Seating: Executive chairs, managerial chairs, administrative task chairs, Municipal Court/Council (dais)chairs, fixed auditorium or tandem seating, breakroom chairs, lobby seating, office guest seating, stacking breakroom chairs, conference room chairs, workroom chairs.
- Glass dry-erase boards
- Podium/lectern w/ media connectivity
- Lateral file cabinets
- Storage cabinets

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CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

- Media cabinets
- Bookcases, open-storage shelving
- Trash receptacles, waste baskets (offices)
- Desk top lamps

Event Center

- Tables – 8-person fold-top banquet tables, console tables, flexible fold-top mobile tables, stainless steel prep tables (catering kitchen)
- Seating – stacking banquet chairs
- Podium/lectern w/media connectivity
- Mobile media cabinet
- Storage cabinets
- Bakers rack shelving (catering kitchen)
- Trash receptacles
- Ice machine capacity to be determined (catering kitchen)
- Upright commercial refrigerator – capacity to be determined (catering kitchen)
- Upright commercial freezer – capacity to be determined (catering kitchen)

Lobby

- Bench seating
- Trash receptacles

Exterior

- Bench seating
- Trash receptacles
- Bike racks
- Tables and seating (staff entry court)

BIDDING

- Assistance and supporting bid evaluation and award determination.
- Attend and participate in a Pre-Bid meeting with City of Hutchins Administrative Staff and prospective bidders.
- Assist City of Hutchins Administrative Staff in the review and verification of presumed best value bid (one verification only)
- Attend and participate in a Pre-installation Coordination Meeting with City of Hutchins Staff and the Contractor
- Provide Submittal reviews for items in the FF&E Package.
- Provide observation of vendor(s) installation during the installation process
- Produce and manage the Punch List documenting items needed to be completed by the vendor(s)
- Review of close-out documentation from the vendor(s).

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TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

REIMBURSABLE EXPENSES

- Reimbursable expenses will be billed at cost plus -0%- markup. These expenses may include printing or other project-related expenditures.

DELIVERABLES

Upon completion, these documents will be used for procurement by the City of Hutchins, by FF&E vendor(s), and for coordination with construction.

Upon acceptance of this proposal, BCI will enter into an agreement with the City of Hutchins using **AIA B152™-2019, Standard Form of Agreement Between Owner and Architect for Interior Design and Furniture, Furnishings, and Equipment (FF&E) Design Services.**

Sincerely,



Mary Ann A. Mitchell, AIA
Managing Principal

X

Mr. James Quin
City Administrator - City of Hutchins, TX





STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council Meeting

SUBMITTED BY: Steve Perry, Police Chief

AGENDA CAPTION: RESOLUTION R2024-02-1168 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE THREE NEW 2023 FORD INTERCEPTOR VEHICLES FROM SILSBEE FORD LOCATED IN SILSBEE, TEXAS, AT THE QUOTED BID PRICE OF \$138,097.75 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE THREE (3) VEHICLES IN THE AMOUNT OF \$140,820.99 FOR A TOTAL PURCHASE EXPENDITURE OF \$278,918.74. Presented by: Steve Perry, Police Chief

Background Information

During the 2024 Budget process City council approved the purchase of Police vehicles and necessary equipment for the Police department. Staff is requesting that the council approve this resolution and allow the City Administrator to purchase these vehicles for the quoted sum of \$138,097.75 from Silsbee Ford utilizing Buy Board Texas and approving the purchase of additional equipment in the amount of \$140,820.99 for the emergency equipment needed for a total purchase expenditure of \$278,918.74. As previously discussed with the Council any serviceable equipment that can be re-used will be removed from vehicles coming out of service.

Budget Implications

Budgeted in the 2023/2024 Budget

Operational Impact

With the hire of the four grant positions, additional patrol vehicles will be needed.

Legal Review

Prepared by City Attorney Joe Gorfida

Staff Recommendation

Staff is requesting approval from the City Council to purchase the necessary equipment.

Supporting Documentation and Attachments

Resolution
Quotes

HUTCHINS POLICE DEPARTMENT

Steve Perry
Chief of Police

Reliable Chevrolet

Date: August 28, 2023

Doug Adams

800 N. Central Expressway

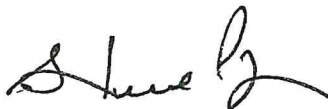
Richardson, Texas 75080

RE:

Intent to order Chevrolet Tahoe PPV

The City of Hutchins would like to pre order three Chevrolet Tahoe PPV, black in color for the upcoming 2023/2024 budget cycle. If you have any questions, please feel free to reach out to me.

Thank you,



Steve Perry

550 WEST PALESTINE ST.
HUTCHINS, TEXAS 75141
MAIN 972-225-2225
FAX 972-993-2790

Steve Perry

From: Adams, Doug <dadams@reliablechevrolet.com>
Sent: Thursday, December 14, 2023 12:30 PM
To: Steve Perry
Cc: Adams, Doug
Subject: RE: [EXTERNAL] Tahoe Build
Attachments: 2024_CC15706_9C1_GENERIC LONGHORN DIST BUILD_ LONGHORN DIST_SAT CONTRACT 22-03-1008RR - NO UPFIT INCLUDED.pdf

Steve, that is the build sheet for the BASE PPV 2whdr with no options on it that is supplied on the SAT contract.

I am attaching a generic build that entities in the LONGHORN district (our metroplex area) can use to price units.

The attached build has most all the options on it with the cost associated with the options.

In Wave 1, I did not get any available units that I could order for Hutchins.

I am told that there may be some more units coming after January in which I will be looking to add over 190 units that I could not get placed in Wave 1.

Doug Adams
Fleet/Commercial/Municipality Manager
Police Tahoe and Police Truck Specialist
RELIABLE CHEVROLET
800 N Central Expressway
Richardson, TX 75080
Floor with GM FINANCIAL
BAC 112311
Dealer Code 07-706
972-952-1561 direct line

DISCLAIMER- ALL RECEIPIENTS PLEASE READ

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFATURER. ENSURE CONFIRMATION OF RECIEPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

From: Steve Perry <sperry@cityofhutchins.org>
Sent: Thursday, December 14, 2023 11:26 AM
To: Adams, Doug <dadams@reliablechevrolet.com>
Subject: [EXTERNAL] Tahoe Build

Doug,

**CITY OF HUTCHINS
RESOLUTION NO. R2024-02-1168**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE THREE NEW 2023 FORD INTERCEPTOR VEHICLES FROM SILSBEE FORD LOCATED IN SILSBEE, TEXAS, AT THE QUOTED BID PRICE OF \$138,097.75 FOR THE HUTCHINS POLICE DEPARTMENT UTILIZING BUY BOARD OF TEXAS; APPROVING THE PURCHASE OF ADD-ON EQUIPMENT FOR THE THREE (3) VEHICLES IN THE AMOUNT OF \$140,820.99; FOR A TOTAL PURCHASE EXPENDITURE OF \$278,918.74; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government Purchasing Cooperative to utilize Buy Board in order to comply with State bidding requirements; and

WHEREAS, the City of Hutchins is a member of the Local Government Purchasing Cooperative; and

WHEREAS, the City has obtained a quote from Silsbee Ford located in Silsbee, Texas, utilizing Buy Board for the purchase of the three (3) Ford Interceptor Vehicles; and

WHEREAS, the bid quote from Silsbee Ford establishes the total price to purchase the three (3) Ford Interceptor Vehicles at \$138,097.75, and

WHEREAS, the City has obtained quotes from the following vendors for the purchase of add-on equipment for the three (3) Ford Interceptor Vehicles:

| | |
|--|---------------------|
| Baxter I.T. Consulting Services (In Vehicle Computer Equipment) | \$ 21,881.13 |
| Kustom Signals, Inc. (Dual Directional Kit Brand Antennas) | \$ 5,052.69 |
| Motorola (In Vehicle Video Equipment) | \$ 44,640.00 |
| Maltech (Supply and Install Emergency Equipment) | \$ 69,247.17 |
| Total Purchase Price Add-On Equipment | \$140,820.99 |

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase the three Ford Interceptor Vehicles for the above bid utilizing Buy Board of Texas contract pricing as detailed in the attached quotes attached hereto as Exhibit “A” and for the purchase of the add-on equipment as detailed in the attached Exhibit “B.”

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

SECTION 1. That the City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase the three Ford Interceptor Vehicles for the quoted price of \$138,097.75, and the add-on equipment for the three vehicles for the total cost of \$140,820.99, for a total expenditure of \$278,918.74.

SECTION 2. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of February 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-18-2024:4884-1437-1998, v. 1)

EXHIBIT "A"
Buy Board #724-23
Three Ford Interceptor Vehicles

BUYBOARD #724-23
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

Section E, Item 6.

VENDOR: SILSBEE FORD
 1211 U.S. HWY 96N
 SILSBEE, TX 77656

End User: CITY OF HUTCHINS Silsbee Rep: RICK BROWN 409.659.1555
 Contact: STEVE PERRY 972.225.2225 Phone/email: RBROWN.SILSBEEFLEET@GMAIL.COM
 Phone/email: SPERRY@CITYOFHUTCHINS.ORG Date: Friday, December 15, 2023
 Product Description: FORD INTERCEPTOR

A. Bid Series: 106 \$ 45,616.00

B. Published Options [Itemize each below]

| Code | Options | Bid Price | Code | Options | Bid Price |
|---------------------------------------|---------------------------------------|-----------|------|------------------------|--------------------|
| | 2023 FORD INTERCEPTOR UTILITY | \$ - | | EXTERIOR - BLACK | \$ - |
| | 3.3L GAS | \$ - | 96 | INTERIOR - BLACK | \$ - |
| | POWER WINDOWS / LOCKS | \$ - | | | |
| | REAR VIEW CAMERA | \$ - | 55F | KEYLESS ENTRY | \$ 340.00 |
| | AM / FM / BLUETOOTH | \$ - | 61B | OBD-II SPLIT CONNECTOR | \$ 55.00 |
| 17A | AUX CLIMATE CONTROL | \$ 610.00 | | | |
| 51R | DRIVERS SIDE LED SPOTLIGHT | \$ 395.00 | | | |
| 60A | GRILL WIRING / LAMP / SIREN / SPEAKER | \$ 50.00 | | | |
| | FRONT LAMP HOUSING | \$ - | | | |
| 86T | REAR LAMP HOUSING | \$ 60.00 | | | |
| Total of B. Published Options: | | | | | \$ 1,510.00 |

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|-----------|---------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total of C. Unpublished Options: | | | \$ - |

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: 2024 FLEET/ GAS DISCOUNT \$ (1,610.00)

J. Additional Delivery Charge: 219 miles \$ 383.25

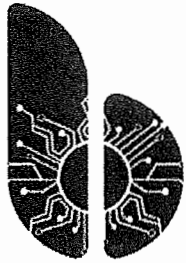
K. Subtotal: \$ 45,899.25

L. Quantity Ordered 3 x K = \$ 137,697.75

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00

O. **TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** **\$ 138,097.75**



Baxter I.T. Consulting Services
 372 TOWN PLACE
 FAIRVIEW, TX 750691958
 (214) 383-8011
 wbaxter@baxterit.com
 www.baxterit.com

Estimate

ADDRESS
 City of Hutchins
 321 N. Main
 Hutchins, TX. 75141

| ESTIMATE # | DATE |
|------------|------------|
| 2467 | 12/08/2023 |

| DESCRIPTION | QTY | PRICE | TOTAL |
|---|-----|----------|-----------|
| Panasonic Toughbook 55 Mk2, Intel Core i5-1145G7 (up to 4.4GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard. Windows 10 | 3 | 3,372.20 | 10,116.60 |
| Cradle for Panasonic's CF-54/55 Laptop | 3 | 454.99 | 1,364.97 |
| DC Adapter 120-Watt Vehicle Adapter for All Toughbooks and ToughPads | 3 | 219.99 | 659.97 |
| Cradlepoint IBR900-1200M with 1yr NetCloud Advanced | 3 | 1,544.40 | 4,633.20 |
| AG95 5-Lead 2xCELL 2xWiFi GPS-BB Antenna - Black | 3 | 407.50 | 1,222.50 |
| Brother Rugged Jet Printer | 3 | 933.69 | 2,801.07 |
| Brother Rugged Jet Cradle | 3 | 227.50 | 682.50 |
| Brother Rugged Jet Hard Wire Kit and USB | 3 | 58.44 | 175.32 |
| Shipping | 1 | 225.00 | 225.00 |

| | |
|--------------|--------------------|
| SUBTOTAL | 21,881.13 |
| TAX | 0.00 |
| TOTAL | \$21,881.13 |

Accepted By

Accepted Date

EXHIBIT "B"
Invoices for Add-On Equipment

Quote Number 00009133

Section E, Item 6.



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 12/14/2023
Expiration Date 3/14/2024

Quote To:

Name Lieutenant BENNY PUCKETT
Bill To Name HUTCHINS POLICE DEPT
Bill To PO BOX 500 -CITY HALL
HUTCHINS, TX 75141-0500
USA

Ship To Name HUTCHINS POLICE DEPT
Ship To 550 West Palestine Street
Hutchins, TX 75141
United States

Table with 5 columns: Product Code, Quantity, Product Description, Sales Price, Total Price. Row 1: 833, 3.00, Raptor RP-1 Dual Directional K-Band Antennas with Same Direction and DuraTrak™, \$1,639.23, \$4,917.69

Totals

Summary table with 2 columns: Description, Amount. Rows: Subtotal \$4,917.69, Shipping and Handling \$135.00, Total Amount \$5,052.69

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

HGAC Contract EF04-21

27-Month Standard Warranty

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____



Prepared By Jenny Coughenour
Phone (913) 428-3280
Fax (913) 492-1703
Email jcoughenour@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100
Lenexa, Kansas 66214
United States
Created Date 12/14/2023
Expiration Date 3/14/2024

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

- 1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.
2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanate, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.
3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.
4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.
5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.
6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice, or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.
7. WARRANTY. Seller's warranty is provided separately.
8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

- 9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorney's fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligence, reckless, willful, or intentional actions in marketing and reselling the goods.
10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's list of prohibited end users, and the list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §760.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §760.25.
11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any, to are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement; waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
7652 Louder
Lenexa, KS 66219

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____



QUOTE-2460235
Hutchins PD M500 with LPR (3)

Billing Address:
Hutchins PD
205 W. HICKMAN
P.O. BOX 500
HUTCHINS, TX 75141
US

Quote Date:12/19/2023
Expiration Date:03/18/2024
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214-551-2709

End Customer:
HUTCHINS POLICE DEPT

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | APC | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------------------|-----------------|------|--|-----|--------|-------------|-----------------|
| Video as a Service | | | | | | | |
| 1 | WGB-0176AAS | 0894 | VIDEO EQUIPMENT, V300/ V700 WIFI BASE FOR M500 VAAS (\$5 PER MON) | 3 | | Included | Included |
| 2 | AAS-BWC-WIF-DOC | 0894 | V300/V700 WIFI CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON) | 3 | 5 YEAR | \$300.00 | \$900.00 |
| 3 | AAS-M5-3CAM-5YR | 0899 | M500 3-CAMERA IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A- SERVICE | 3 | 5 YEAR | \$12,000.00 | \$36,000.00 |
| 4 | WGB-0701A | 0899 | M500 IN-CAR SYSTEM FR/ CABIN/REAR CAM* | 3 | | Included | Included |
| 5 | WGW00502 | 0898 | M500 EXTENDED WARRANTY | 3 | 5 YEAR | Included | Included |
| 6 | WGB-0189A | 0894 | MTIK CONF KIT,802.11AC,M500POE,5G HZANT | 3 | | Included | Included |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2460235
Hutchins PD M500 with LPR (3)

| Line # | Item Number | APC | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------------------|---------------|------|---|-----|--------|-------------------------|-----------------|
| 7 | WGP01394-001 | 0899 | CBL, WIFI VHCL ANT MNT, NMO, 17'L | 3 | | Included | Included |
| 8 | WGC02003-VAAS | 0897 | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS* | 3 | 5 YEAR | Included | Included |
| 9 | WGC02002-VAAS | 0897 | VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS* | 3 | 5 YEAR | Included | Included |
| 10 | WGW00122-303 | 0914 | IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE | 3 | | \$0.00 | \$0.00 |
| Vigilant | | | | | | | |
| 11 | TT4149A | 0693 | 1 Year of Commercial LPR Data (Tow Truck) included at No Cost | 1 | | \$0.00 | \$0.00 |
| 12 | DDN3420A | 0669 | LPR Set Up and Training | 1 | | \$0.00 | \$0.00 |
| 13 | DDN3421A | 0693 | 5 Years of LPR Service | 15 | | \$516.00 | \$7,740.00 |
| Grand Total | | | | | | \$44,640.00(USD) | |

Pricing Summary

| | Sale Price | |
|---|--------------------|---------------|
| Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee | \$15,120.00 | \$0.00 |
| Year 2 Subscription Fee | \$7,380.00 | \$0.00 |
| Year 3 Subscription Fee | \$7,380.00 | \$0.00 |
| Year 4 Subscription Fee | \$7,380.00 | \$0.00 |
| Year 5 Subscription Fee | \$7,380.00 | \$0.00 |
| Grand Total System Price | \$44,640.00 | \$0.00 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MAL Technologies Fleet
 1412 College St
 Sulphur Springs, TX 75482 US
 +1 9036628429
 accounts@maltechnologies.com



| | |
|---------------------------|---------------------------|
| ADDRESS | SHIP TO |
| HUTCHINS POLICE DEPT | HUTCHINS POLICE DEPT |
| 205 W. HICKMAN ST | 205 W. HICKMAN ST |
| HUTCHINS, TEXAS 75141 USA | HUTCHINS, TEXAS 75141 USA |

Estimate 3701

DATE 01/05/2024

EXPIRATION DATE 02/29/2024

MAL TECH REPRESENTATIVE
 Jay Sanders

REPRESENTATIVE EMAIL
 jay@maltechnologies.com

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|----------------|--|-----|----------|----------|
| INNER EDGE | WHELEN INNER EDGE PACKAGE | 1 | 3,015.90 | 3,015.90 |
| C399 | CENCOM CORE WCX CONTROLLER | 1 | 0.00 | 0.00 |
| CCTL7 | CONTROL HEAD W/21 BUTTON, 4 POSITION SLIDE | 1 | 0.00 | 0.00 |
| C399K1 | OBDII CANPort Installation Kit for C399 2020-2022 Ford Interceptor Utility used with Factory Option 61B | 1 | | 0:00 |
| CEM16 | WCANX 16 OUTPUT EXPANSION MODULE | 1 | 0.00 | 0.00 |
| CEM8 | WECANX 8 OUTOUT EXPANSION MODULE | 2 | 0.00 | 0.00 |
| SA315U | SIREN SPEAKER | 1 | | 0.00 |
| SAK1 | WHELEN UNIVERSAL MOUNTING BRACKET | 1 | | 0.00 |
| IONBKT1 | ION LICENSE PLATE BRACKET | 1 | | 0.00 |
| 3SRCCDCR | Whelen R/W Compartment Light FOR OPEN HATCH W/SWITCH ON D PILLAR | 1 | | 0.00 |
| CV2V | VEHICLE TO VEHICLE SYNC MODULE | 1 | 0.00 | 0.00 |
| I3JC | WHELEN R/B/W TRIO LED WITH WHITE OVERRIDE FOR PUSH BUMPER(4), PUSH BUMPER INTERSECTION BRACKET(2), LICENSE PLATE BRACKET(2) | 8 | | 0.00 |
| 5344T-4L61 | ION 4 LIGHT INTERGRATED PUSH BUMPER | 1 | 488.62 | 488.62 |
| CG-X | CHARGE GUARD | 1 | 91.00 | 91.00 |
| GVPM4713-001 | PIU DUAL HANDCUFF T RAIL GUNLOCK | 1 | 543.51 | 543.51 |
| SB38-000 | STORAGE DRAWER | 1 | 882.09 | 882.09 |
| FER2020KIT | ESTES RISER KIT FOR STORAGE DRAWER MOUNT | 1 | 203.38 | 203.38 |
| 5FPIU20PAR | Includes Sliding window cage, recessed panel & SCA transfer kit | 1 | 899.25 | 899.25 |
| 5UF1911 | 2020 PIU PRISONER SEAT W/CARGO PARTITION | 1 | 1,247.45 | 1,247.45 |
| C-VS-1012-INUT | FORD PIU CONSOLE W/OEM CUTOUTS / NX5900, CCTL7 | 1 | 512.00 | 512.00 |

Please Make All Checks Payable To:
 MAL TECHNOLOGIES FLEET
 1412 College St.
 Sulphur Springs Tx, 75482

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|-----------------|---|-----|----------|----------|
| CUP2-1001 | SELF ADJUSTING DUAL CUPHOLDER | 1 | 56.98 | 56.98 |
| C-ARM-102 | SIDE MOUNT ARMREST | 1 | 79.95 | 79.95 |
| C-USB-3 | USB-C AND USB TYPE A CHARGING PORT | 1 | 84.20 | 84.20 |
| I3JC | WHELEN R/B/W TRIO LED WITH WHITE OVERRIDE FOR QUARTER GLASS(2), UNDER MIRROR(2) | 4 | 172.2025 | 688.81 |
| I3SMJC | Whelen ION Trio RBW Surface Mt. FOR FORWARD MIRROR(2) | 2 | 172.15 | 344.30 |
| D8 | 8 MODULE DOMINATOR HOUSING | 1 | 597.40 | 597.40 |
| DR | RED LED FOR DOMINATOR | 4 | 0.00 | 0.00 |
| DB | BLUE LED FOR DOMINATOR | 4 | 0.00 | 0.00 |
| DBKT4 | DOMINATOR "L" Angle Mounting Bracket Kit | 2 | 23.10 | 46.20 |
| WINDOW TINT | WINDOW TINT REAR HATCH, QUARTER AND REAR DOORS 5% | 1 | 364.00 | 364.00 |
| SO-EGTTE794H | OPTICOM | 1 | 2,031.75 | 2,031.75 |
| EQUIPMENT | NOPTIC THERMAL SPOTLIGHT MOUNTED ON SPOTLIGHT / JSX TECHNOLOGY NV3 PSV3000 | 1 | 3,900.00 | 3,900.00 |
| C-MMSU-L | MAG MIC ON RISER | 1 | 96.11 | 96.11 |
| GRAPHICS | GRAPHICS | 1 | 1,105.00 | 1,105.00 |
| GRAPHICS LABOR | GRAPHICS LABOR | 4 | 100.00 | 400.00 |
| RPWS50 | 2020+ PIU PILLAR LED'S | 1 | 1,221.39 | 1,221.39 |
| OEIONR | RED ION FOR REAR SPOILER BRACKET | 3 | 0.00 | 0.00 |
| OEIONB | BLUE ION FOR REAR SPOILER BRACKET | 3 | 0.00 | 0.00 |
| SSFPOS | Solid-State, Headlight/Grille Light Flasher, | 2 | 71.55 | 143.10 |
| INSTALL KIT - 4 | INSTALL KIT - 4 | 1 | 350.00 | 350.00 |
| RADIO KIT | ANTENNA / COAX / CONNECTOR | 1 | 90.00 | 90.00 |
| SHOP LABOR | SHOP LABOR | 30 | 100.00 | 3,000.00 |

By Signing this Estimate You Accept All Attached Terms And Conditions.
 SUPPLY AND INSTALL EMERGRNCY EQUIPMENT FOR 2023/24 PIU
 CUSTOMER WILL SUPPLY RADIO(NX5900) AND RADAR(RAPTOR)

SUBTOTAL 22,482.39
 TAX 0.00
 SHIPPING 600.00

TOTAL \$23,082.39

Accepted By

Accepted Date

Please Make All Checks Payable To:
 MAL TECHNOLOGIES FLEET
 1412 College St.
 Sulphur Springs Tx, 75482



STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council meeting

SUBMITTED BY: Steve Perry, Police Chief

AGENDA CAPTION: Discuss and consider Resolution R2024-02-1169 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE ASSET DISPOSITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND PROPERTYROOM.COM FOR THE DISPOSAL OF SURPLUS PROPERTY FOR THE HUTCHINS POLICE DEPARTMENT.

Presented by: Steve Perry, Police Chief

Background Information

Consider and act on Resolution No. R2024- ???? APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND PROPERTY ROOM.COM TO CONDUCT ONLINE AUCTIONS OF FORFEITED SURPLUS PROPERTY FROM THE HUTCHINS POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Presented by: Steve Perry Police Chief

Budget Implication

Funds received from the sale of surplus property would go to the City General Fund.

Operational Impact

The Police department has a surplus of property that cannot be returned to an owner due to the rightful owner is unknown, the property was seized in connection with criminal conduct, or the property is found, and the owner is unknown. The police department currently has property that includes misc., power tools, hand tools, bicycles, music equipment, and articles of jewelry that are declared nonevidentiary surplus property. Many of these items have value and can be sold at auction in accordance with the Texas Code of Criminal Procedure 18.17 Disposition of abandoned or unclaimed property.

If the property has a fair market value of \$500 or more and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff, as the case may be, shall cause to be published once in a paper of general circulation in the municipality or county a notice containing a general description of the property held, the name of the owner if known, the name and address of the officer holding such

property, and a statement that if the owner does not claim such property within 90 days from the date of the publication such property will be disposed of and the proceeds, after deducting the reasonable expense of keeping such property and the costs of the disposition, placed in the treasury of the municipality or county disposing of the property. If the property has a fair market value of less than \$500 and the owner or the address of the owner is unknown, the person designated by the municipality, the county purchasing agent, or the sheriff may sell or donate the property. The person designated by the municipality, the purchasing agent, or the sheriff shall deposit the sale proceeds, after deducting the reasonable expense of keeping the property and costs of the sale, in the treasury of the municipality or county selling or donating the property.

(d) The sale under this article of any property that has a fair market value of \$500 or more shall be preceded by a notice published once at least 14 days prior to the date of such sale in a newspaper of general circulation in the municipality or county where the sale is to take place, stating the general description of the property, the names of the owner if known, and the date and place that such sale will occur. This article does not require disposition by sale.

Legal Review

Reviewed and approved by City Attorney Joe Gorfida

Staff Recommendation

Approve the City administration to negotiate the terms of the contract with

Property room.com.

Supporting Documentation and Attachments

Resolution

Agreement with Property room.com

**CITY OF HUTCHINS
RESOLUTION NO. R 2024-02-1169**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF THE ASSET DISPOSITION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF HUTCHINS AND PROPERTYROOM.COM FOR THE DISPOSAL OF SURPLUS PROPERTY FOR THE HUTCHINS POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the Asset Disposition Services Agreement between the City and PropertyRoom.com for the disposal of surplus property for the Hutchins Police Department (the “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Administrator should be authorized to negotiate and execute the Agreement and all related documents thereto on behalf of the City of Hutchins, Texas;

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

SECTION 1. The City Administrator is hereby authorized to negotiate and execute the Agreement which is attached as Exhibit “A,” on behalf of the City of Hutchins, Texas, for the disposal of surplus property for the Hutchins Police Department.

SECTION 2. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of February 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-11-2024:4870-1292-7900, v. 1)

EXHIBIT "A"
Asset Disposition Services Agreement

4870-1292-7900, v. 1

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and _____ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. Contractor Obligations. Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. **Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. **Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

8. **Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

9. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

10. **Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

11. **Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

12. **Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

13. **Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

14. **Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

| <u>OWNER</u> | |
|------------------|-------|
| Signature | _____ |
| Name | _____ |
| Title | _____ |
| Date | _____ |

| <u>CONTRACTOR</u> | |
|-------------------|-------|
| Signature | _____ |
| Name | _____ |
| Title | _____ |
| Date | _____ |

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

| | |
|--|--|
| Owner Name: | Account #: |
| Street Address: | Cooperative Purchasing Agreement? Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> Member #: _____ |
| City, State/Province, Postal Code, Country: | Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/> |
| Telephone: | Fax: |
| Primary Contact: Name _____ Work _____ Mobile _____ Email _____ | Secondary Contact: Name _____ Work _____ Mobile _____ Email _____ |

1. This addendum (“Addendum”) is attached to and made part of the Asset Disposition Services Agreement dated _____ (“Agreement”) between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** “Sales Price” equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price (“PP Costs”).
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below (“Success Fee”).
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a “Buyer’s Premium”.

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service (“Portables”).** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge (“Fuel Surcharge”) will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner’s location.

| Retail Diesel (per gal) | Fuel Surcharge |
|-------------------------|----------------|
| < \$ 2.50 | \$ 0.00 |
| \$ 2.50 to \$ 2.99 | \$ 12.40 |
| \$ 3.00 to \$ 3.49 | \$ 24.80 |
| \$ 3.50 to \$ 3.99 | \$ 37.20* |

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets (“Firearm Assets”) legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee (“FFL”) holder (“Recipient FFL” or “Partner FFL”). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder (“Transferee FFL”) that will administer final physical transfer to purchaser (“Buyer”) in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
 - (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.

- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
 - (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

| Haul Away Auction Service – Tow and Miscellaneous Fee Schedule | | | |
|--|---|--|--|
| Fee Type | Fee Description | Rate Description | Rate Per Asset |
| <i>Light Tow</i> | Light duty vehicles up to 11,000 GVWR | Per vehicle towed | First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles |
| <i>Medium Tow</i> | Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.) | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| <i>Heavy Tow</i> | Heavy duty vehicles 33,001+ GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| <i>Re-list / Re-run</i> | Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction | Per re-list of asset on 4 th or subsequent attempt | \$35 / re-list |
| <i>Storage - light & medium duty</i> | Storage for assets stored for any reason other than awaiting auction | Per day over 30 days after pickup date | \$3 / day |
| <i>Storage - heavy duty</i> | Storage for assets stored for any reason other than awaiting auction | Per day over 30 days after pickup date | \$5 / day |
| <i>De-identification</i> | De-identifying assets | Charged in 15 minute increments for the labor to de-identify | \$20 / quarter hour |
| <i>Decal Removal</i> | Removal of a decal | Charged in 15 minute increments for the labor to perform decal removal | \$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles) |

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

| Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule | | | |
|--|---|--|--|
| Fee Type | Fee Description | Rate Description | Rate Per Asset |
| <i>Light Tow</i> | Light duty vehicles up to 11,000 GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| <i>Medium Tow</i> | Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.) | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| <i>Heavy Tow</i> | Heavy duty vehicles 33,001+ GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| <i>Re-list / Re-run</i> | Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction | Per re-list of asset on 4 th or subsequent attempt | \$35 / re-list |
| <i>Owner Storage Fees</i> | Daily storage for assets stored and awaiting auction | Per day | \$8 / day |
| <i>Citizen Storage Fees</i> | Daily storage for release vehicles | Per day | \$15 / day |
| <i>De-identification</i> | De-identifying assets | Charged in 15 minute increments for the labor to de-identify | \$20 / quarter hour |
| <i>Decal Removal</i> | Removal of a decal | Charged in 15 minute increments for the labor to perform decal removal | \$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles) |

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

| <u>OWNER</u> | |
|---------------------|-------|
| Signature | _____ |
| Name | _____ |
| Title | _____ |
| Date | _____ |

| <u>CONTRACTOR</u> | |
|--------------------------|-------|
| Signature | _____ |
| Name | _____ |
| Title | _____ |
| Date | _____ |

PROPERTYROOM.COM NEW ACCOUNT SET-UP



Section E, Item 7.

After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.

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2. Main pick-up location for assets. (If more than one location, please specify)

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3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.

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4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

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5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.

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6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

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7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.

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STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council

SUBMITTED BY: Cynthia Olguin, City Secretary

AGENDA CAPTION: Discuss and consider Resolution R2024-02-1170 OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4TH DAY OF MAY 2024 THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) COUNCILMEMBERS AT LARGE FOR TWO (2) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT.

Presented by: Cynthia Olguin, City Secretary

Background Information

Per the Texas Election Code, the Hutchins City Council shall order the General Election to be held on Saturday, May 4, 2024, to elect the mayor and two (2) Councilmembers, (at large).

In 2023, the Dallas County Commissioner's Court determined that the City of Hutchins will have a single location for voting. The chosen site for both Early Voting and Election Day is Hutchins City Hall - Council Chamber. This decision was reached after a review of voter turnout for each location, the cost associated with each voting site, and careful consideration and consultation with the Dallas County Vote Center Advisory Committee.

Staff recommends that the Resolution include approval of a Joint Election Agreement and Election Services Contract by and between the City of Hutchins and Dallas County Elections, and to authorize the City Administrator to execute such joint election contract, together with any amendments thereto, as necessary to conduct a May 4, 2024, election. The Contract and all attachments are available for review in the City Secretary's office.

Early Voting by personal appearance dates and times:

- Monday-Friday, April 22-26, 2024, from 8:00 a.m. to 5:00 p.m.
- Saturday, April 27, 2024, from 7:00 a.m. to 7:00 p.m.
- Sunday, April 28, 2024, from 12:00 p.m. to 6:00 p.m.
- Monday-Tuesday, April 29, 2024, and April 30, 2024, from 7:00 a.m. to 7:00 p.m.

Early voting by personal appearance will be conducted at Hutchins City Hall Council Chambers located at 321 N. Main St., Hutchins, TX, along with countywide voting center locations to be determined by the Dallas County Elections Department.

Election Day Voting

May 4, 2024, from 7 a.m. to 7 p.m. Voting will be conducted at Hutchins City Hall – Council Chamber, along with countywide voting center locations to be determined by the Dallas County Elections Department.

Budget Implications

The Dallas County Elections Department has provided a preliminary cost estimate of \$2,450 to facilitate the City of Hutchins' participation in the Joint Election alongside thirty-five (35) other political subdivisions.

Legal Review

City Attorney Joe Gorfida reviewed the Dallas County Election Services Contract and prepared the Resolution Ordering the Election for the City of Hutchins.

Staff Recommendation

Staff recommends approval of the attached Resolution.

Supporting Documentation and Attachments

Resolution R2024-02-1170

**CITY OF HUTCHINS
RESOLUTION R2024-02-1170**

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF AN ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4th DAY OF MAY 2024 FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) COUNCILMEMBERS AT LARGE FOR TWO (2) YEAR TERMS; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas, a General City Election for municipal officers shall be conducted on the first Saturday in May 2024; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election and to obtain certain election services.

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

SECTION 1. That a General Election for municipal officers is hereby ordered to be conducted on May 4, 2024, at which election all qualified voters of the City may vote for the purpose of electing the Mayor and two (2) Councilmembers at large for a two (2) year term. The candidate for each such office, receiving a majority of all votes cast for all the candidates for an office, shall be elected to serve such term.

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the bulletin board used to publish notice of city council meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of the posting stating the date and place of posting.

SECTION 2. Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Hutchins and Dallas County Elections. The election shall be conducted in accordance with the terms and conditions of any such joint election contracts and the City Administrator is

hereby authorized to execute such joint election contracts, together with any amendments thereto, as necessary to conduct the May 4, 2024 election and run-off, if any.

Pursuant to the Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election judge and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Election Administrator from the list of proposed election judges in accordance with the Joint Election Agreement.

SECTION 3. The local polling place for said election shall be the Hutchins City Hall, 321 N. Main St., Hutchins, Texas. The election polling places and vote centers for the Election shall be the Dallas County Election Precincts wholly or partially within the territorial limits of the City. The Election Day polling place will be determined by Dallas County Elections Department in the joint election contract. On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m. The City Secretary is authorized to make changes to the place and times of the voting locations without further City Council action or approval after consulting with Dallas County Elections Administrator and determining that a change in the places or times is necessary.

SECTION 4. Heider Garcia, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at the main early voting polling place or any County Branch Early Voting Locations. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting locations or at any of the branch locations.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 22, 2024, and continuing through Friday, April 26, 2024, between 8 a.m. and 5 p.m.; Saturday, April 27, 2024, between 7 a.m. and 7 p.m.; Sunday, April 28, 2024, between 12 p.m. and 6 p.m.; Monday, April 29, 2024, and Tuesday, April 30, 2024, between 7 a.m. and 7 p.m. as provided in the Joint Election Agreement. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

MAIN EARLY VOTING POLLING PLACE

George L. Allen Sr. Courts Building
600 Commerce Street
Dallas, Texas 75202

BRANCH EARLY VOTING POLLING PLACES:

Hutchins City Hall – Council Chambers
321 N. Main St.
Hutchins, Texas 75141

Branch Early Voting Polling locations, dates and times will be determined by the Dallas County Elections Department and published in the election notice and posted on the website at www.dallascountyvotes.org. Branch Early Voting Polling locations are subject to change

EARLY VOTING BY MAIL:

Heider Garcia, Elections Administrator
Dallas County Elections Department
1520 Round Table Dr.
Dallas, Texas 75247
Email: evapplications@dallascounty.org
Fax: 214-819-6301

An application may be submitted any time during the year of the election. The deadline for which applications for a ballot by mail must be received by the early voting clerk is April 23, 2024 (the eleventh day before Election Day). The deadline for a Federal Post Card Application is the same as an application for a ballot by mail.

All requests for early voting ballots by mail that are received by the City of Hutchins will be transported by runner on the day of receipt to Heider Garcia, Elections Administrator.

SECTION 8. All resolutions or parts of resolutions in force when the provisions of this Resolution become effective which are inconsistent or in conflict with the terms and provisions contained in this Resolution are hereby repealed only to the extent of such conflict.

SECTION 9. Should any part, sentence, or phrase of this Resolution be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Resolution shall not be adversely affected. No portion of this Resolution shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Resolution are declared to be severable.

SECTION 10. This Resolution shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 5th day of February 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-17-2024: 4882-4527-1454, v. 1)



STAFF REPORT

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| MEETING DATE: | February 5, 2024 |
| MEETING TYPE: | City Council Meeting |
| SUBMITTED BY: | Mayor Pro Tem Steve Nichols |
| AGENDA CAPTION: | Discuss and consider changing the terms of elected officials from two-year terms to three-year terms. |

Presented by: Mayor Pro Tem Steve Nichols

Background Information

Mayor Pro Tem Nichols requested this item be placed on the agenda for council discussion. City Attorney Joe Gorfida advised that any council action will need to be taken by a vote.

Legal Review

If passed, the new terms would not take effect until May 2025 and only for those elected at that time. It would not apply retroactively.



STAFF REPORT

MEETING DATE: February 5, 2024

MEETING TYPE: City Council Meeting

SUBMITTED BY: Cynthia Olguin, City Secretary

AGENDA CAPTION: Discuss and consider A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF A SPECIAL ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4th DAY OF MAY 2024 FOR THE PURPOSE OF SUBMITTING PROPOSITION A TO THE QUALIFIED VOTERS OF THE CITY TO ESTABLISH A TERM OF OFFICE OF THREE (3) YEARS FOR THE POSITION OF MAYOR AND CITY COUNCIL MEMBERS BEGINNING WITH THE POSITIONS TO BE ELECTED AT THE GENERAL ELECTION IN MAY 2025 ON THE UNIFORM ELECTION DATE;

Presented by: Cynthia Olguin, City Secretary

Background Information

The city council will consider a Resolution calling for a Special Election on May 4, 2024, to consider a proposition for voters of the city to establish a term of office of three (3) years for the position of Mayor and City Council member.

Budget Implications

N/A

Staff Recommendation

Supporting Documentation and Attachments

Resolution

**CITY OF HUTCHINS
RESOLUTION R2024-02-1171**

A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS ORDERING AND PROVIDING NOTICE OF A SPECIAL ELECTION FOR THE CITY OF HUTCHINS, TEXAS, TO BE HELD ON THE 4th DAY OF MAY 2024 FOR THE PURPOSE OF SUBMITTING PROPOSITION A TO THE QUALIFIED VOTERS OF THE CITY TO ESTABLISH A TERM OF OFFICE OF THREE (3) YEARS FOR THE POSITION OF MAYOR AND CITY COUNCIL MEMBERS BEGINNING WITH THE POSITIONS TO BE ELECTED AT THE GENERAL ELECTION IN MAY 2025 ON THE UNIFORM ELECTION DATE; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas, a Special City Election for municipal officers shall be conducted on the first Saturday in May 2024; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an agreement with Dallas County and other political subdivisions to hold the General and Special elections as a Joint Election and to obtain certain election services.

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

SECTION 1. That a Special Election is hereby ordered for May 4, 2024, for the purpose submitting Proposition A to the qualified votes of the City to establish a term of office of three (3) years the position of Mayor and City Council members beginning with the positions to be elected at the general election held on the uniform election date in May 2025.

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10th day before Election Day and shall be posted on the bulletin board used to publish notice of city council meetings not later than the 21st day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record of the time of the posting stating the date and place of posting.

PROPOSITION A

The Proposition ballot language shall read:

“The term of office for the position of Mayor and City Council members shall be for three (3) years beginning with the positions to be elected at the general election to be held on the uniform election date in May 2025.”

FOR THE PROPOSITION _____ AGAINST THE PROPOSITION _____

SECTION 2. Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. The General and Special elections shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Hutchins and Dallas County Elections. The election shall be conducted in accordance with the terms and conditions of any such joint election contracts and the City Administrator is hereby authorized to execute such joint election contracts, together with any amendments thereto, as necessary to conduct the May 4, 2024 election and run-off, if any.

Pursuant to the Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election judge and an Alternate Presiding Election Judge appointed to serve at said polling places shall be those election officials furnished by the Election Administrator from the list of proposed election judges in accordance with the Joint Election Agreement.

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SECTION 5. All resolutions or parts of resolutions in force when the provisions of this Resolution become effective which are inconsistent or in conflict with the terms and provisions contained in this Resolution are hereby repealed only to the extent of such conflict.

SECTION 6. Should any part, sentence, or phrase of this Resolution be determined to be unlawful, void, or unenforceable, the validity of the remaining portions of this Resolution shall not be adversely affected. No portion of this Resolution shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Resolution are declared to be severable.

SECTION 7. This Resolution shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary
(01-30-2024: 4894-3598-9665, v. 1)