



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
AGENDA**

**Monday, January 05, 2026 at 6:30 PM  
City Hall, 400 N. JJ Lemmon Road**

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, January 5, 2026, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Road Hutchins, Texas, at which time the following items will be discussed and considered.

**City Council Members**

Mayor Mario Vasquez  
Mayor Pro Tem Steve Nichols  
Councilmember Brenda Campbell  
Councilmember Raymond Elmore  
Councilmember Demarcus Odom  
Councilmember America Rodriguez

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

**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. CONSENT AGENDA** - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consider approval of city council meeting minutes for November and December 2025.  
Presented by Cynthia Olguin, City Secretary

**E. PRESENTATIONS**

2. Marketing Presentation by Brandera
3. Freeman group presentation. Presented by: Steve Perry, Police Chief and Vanessa Guevara
4. Public Safety building parking improvements. Presented by Steve Perry, Police Chief

**F. 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 a Resolution authorizing the City Administrator to execute an AIA agreement with BCI Regarding the provision of Furniture, Fixtures and Equipment (FFE) for the new Recreation Center and Library building. Presented by James Quin, City Administrator. Resolution R2026-01-1313
6. Discuss and consider a Resolution supporting a grant application for Ballistic panel for patrol vehicles Presented by: Steve Perry, Police Chief  
Resolution R2026-01-1314
7. Discuss and consider a Resolution approving a Chapter 59 Forfeiture agreement with the Dallas County District Attorney's Office. Presented by Steve Perry, Police Chief  
Resolution 2026-01-1315
8. Discuss and consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Coordinated Health Services for the Fiscal Year 2025-2026. Presented by Blake Moore, Chief Building Official  
Resolution R2026-01-1316
9. Discuss and consider a Resolution for the City of Hutchins, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for the Fiscal Year 2025-2026. Presented by Blake Moore, Chief Building Official  
Resolution R2026-01-1317

#### **G. EXECUTIVE SESSION**

10. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

#### **H. RECONVENE REGULAR SESSION**

11. Action, if any, as a result of Executive Session:

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

#### **I. ITEMS OF COMMUNITY INTEREST**

12. City Council Meeting, Monday, January 5, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

Monday, January 5, 2026 - Candidate Packets available for May 2, 2026 General Election.

Parks and Recreation Board Meeting, Tuesday, January 6, 2025, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

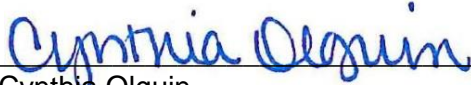
Period for Filing for a Place on the General Election Ballot, Wednesday, January 14, 2026 through Friday, February 13, 2026.

City Council Meeting, Tuesday, January 20, 2026, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

**J. ADJOURN**

**CERTIFICATION**

I certify that a copy of the January 5, 2026, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website [www.cityofhutchins.org](http://www.cityofhutchins.org), in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, December 30, 2025.



Cynthia Olguin  
City Secretary



**ACCESSIBILITY STATEMENT**

The meeting location is wheelchair accessible from the front door. A 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@cityofhutchinstx.gov](mailto:colguin@cityofhutchinstx.gov)



# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Cynthia Olguin
<b>AGENDA CAPTION:</b>	Consider approval of city council meeting minutes for November and December 2025. Presented by Cynthia Olguin, City Secretary

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## **Background Information**

Consider approval of the meeting minutes:

- November 3, 2025, Regular Council Meeting
- November 10, 2025, Special Called Council Meeting
- November 17, 2025, Regular Council Meeting
- December 15, 2025, Regular Council Meeting

**Budget Implications:** N/A

**Operational Impact:** N/A

**Legal Review:** N/A

## **Staff Recommendation**

Staff recommends approval of the minutes.

## **Supporting Documentation and Attachments**



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
MINUTES**

**Monday, November 03, 2025 at 5:30 PM  
City Hall, 321 N. Main Street**

A Meeting of the Hutchins City Council was held on Monday, November 3, 2025, with Work Session at 5:30 p.m. followed by Regular Session at which time the following items were discussed and considered.

**A. WORK SESSION**

**1. Branderia, Inc. Workshop Presentation Presented by: Beth Owens**

Mayor Vasquez opened the Work Session at 5:32 p.m. Beth Owens, representing Branderia, Inc., presented advertising options, including billboards and newspaper advertising, potential billboard locations leading into town, and requested Council’s consideration of a budget for an eight-week campaign. Ms. Owens also discussed additional marketing strategies, such as special events to bring the community together including styled or staged videography and photography. Council discussed including neighborhoods east of I-45, the use of digital signage, and opportunities to improve local outreach efforts as an alternative to the current newsletter.

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

Mayor Vasquez called the meeting to order and announced a quorum.

PRESENT

- Mayor Mario Vasquez
- Councilmember Brenda Campbell
- Councilmember Raymond Elmore
- Councilmember Demarcus Odom
- Councilmember America Rodriguez

ABSENT

- Mayor Pro Tem Steve Nichols

**C. INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilmember Campbell gave the Invocation and Councilmember Odom led the Pledge of Allegiance.

**D. CITIZEN COMMENTS –**

Bob Gross, 206 N. Palestine, expressed concerns regarding the management of the Public Works Department and the recent water outage noting that only two employees were working on the repair with deficient equipment. The city was without water from Friday until Sunday.

**E. CONSENT AGENDA** - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

**2. Consider approval of city council meeting minutes for October 2025. Presented by Cynthia Olguin, City Secretary**

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve the consent agenda as presented. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

**F. PRESENTATIONS**

**3. Annual Financial Audit Report. Presented by: Maria Joyner, Director of Finance**

Director of Finance Maria Joyner announced that the senior partner was not available to present this evening. Mayor Vasquez announced that the item would be tabled for another upcoming meeting.

**G. PUBLIC HEARINGS**

**4. A. Conduct a Public Hearing regarding a request for a 4B project at 801 West Palestine Street, Suite 104.**

HEDC Director Guy Brown presented the item and informed council that funds would be released after the certificate of occupancy is issued.

**B. Open Public Hearing and Receive Comment.**

Mayor Vasquez opened the public hearing at 6:32 p.m.

Virginia Burrell spoke regarding maintaining property and beautification in Hutchins. There were no others registered to speak. Mayor Vasquez closed the public hearing at 6:35 p.m.

**C. Discuss and consider Resolution R2025-11-1292 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 801 WEST PALESTINE STREET, SUITE 104, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilmember Odom made the motion, seconded by Councilmember Rodriguez, to approve the consent agenda as presented. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

**5. A. Conduct a Public Hearing for a request for a Re-Plat by Hot Dog Trucking LLC, who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore**

At the request of the applicant, the item was tabled until the next available council meeting.

**B. Open Public Hearing and Receive Comment.**

**C. Discuss and consider a request for a Re-Plat by Hot Dog Trucking LLC, who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract**

**Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore**

**H. 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.*

- 6. Discuss and consider a Resolution for the Purchase of a Remount Ambulance to replace 2018 Ambulance. Presented by: Capt Matthew Lehmann, EMS Captain  
Resolution R2025-11-1293**

Councilmember Elmore made the motion, seconded by Councilmember Rodriguez, to approve Resolution R2025-11-1293. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 7. Discuss and consider a Resolution designating an official newspaper for the City of Hutchins, Texas, the fiscal year 2025-2026. Presented by Cynthia Olguin  
Resolution R2025-11-1294**

Councilmember Odom made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-11-1294. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 8. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE CHANGE ORDER AGREEMENT WITH ESTRADA CONCRETE COMPANY LLC. TO COMPLETE LOWER RAWLINS (ARPA) WASTEWATER CONSTRUCTION PROJECT. Presented by: Mamun Yusuf, Director of Public Works  
Resolution R2025-11-1295**

Councilmember Elmore made the motion, seconded by Councilmember Rodriguez, to approve Resolution R2025-11-1295. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 9. Discuss and consider an Application Filing and Authorized Representative Resolution REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILLING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THERWITH FOR HUTCINS WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT. Presented by: Mamun Yusuf, Director of Public Works**

Councilmember Odom made the motion, seconded by Councilmember Elmore, to authorize an application filing requesting financial assistance from the Texas Water Development Board. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 10. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, ACCEPTING THE BID PROPOSAL RECEIVED IN ASSOCIATION WITH THE WIDENING OF JJ LEMMON ROAD PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN**

**AGREEMENT WITH ESTRADA CONCRETE COMPANY, LLC, IN AN AMOUNT NOT TO EXCEED \$467,912.00. Presented by: Mamun Yusuf, Director of Public Works Resolution R2025-11-1296**

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve Resolution R2025-11-1296. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 11. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE STREET BOND PROGRAM SUPPORT SERVICE AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$53,000.00. Presented by: Mamun Yusuf, Director of Public Works Resolution R2025-11-1297**

Councilmember Odom made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-11-1297. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 12. Discuss and Consider Resolution No. R2025-11-1298 authorizing the City Administrator to implement an Enterprise Resource Planning Financial System Presented by: Maria Joyner, Director of Finance**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-11-1298. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

- 13. Discuss and consider a Resolution for a ballot for nomination of candidates for election to the Board of Directors of Dallas Central Appraisal District. Presented by Cynthia Olguin Resolution R2025-11-1299**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-11-1299 nominating America Rodriguez for the Board of Directors of Dallas Central Appraisal District. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Raymond Elmore, America Rodriguez.

**I. EXECUTIVE SESSION**

- 14. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) Project Visitation. Presented by: Guy Brown HEDC Executive Director**

Mayor Vasquez moved the council into Executive Session at 7:03 p.m.

**15. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.**

The council returned to Regular Session at 7:40 p.m.

**J. RECONVENE INTO REGULAR SESSION**

**16. Take action, if any, as a result of Executive Session:**

**a. Deliberation regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations. Project Visitation. Presented by: Guy Brown HEDC Executive Director**

No action taken as a result of Executive Session

**17. Action, if any, as a result of Executive Session:**

**Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.**

No action taken as a result of Executive Session

**K. ITEMS OF COMMUNITY INTEREST**

18. City Secretary Olguin announced the items of community interest.

**L. ADJOURN**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to adjourn the meeting at 7:42 p.m. All in favor, the motion passed.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 5<sup>th</sup> DAY OF JANUARY 2026.**

APPROVED:

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

ATTEST:

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



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
MINUTES**

**Monday, November 10, 2025 at 6:30 PM  
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

A Special Called Meeting of the Hutchins City Council was held on Monday, November 10, 2025, at 6:30 p.m. at Hutchins City Hall - Council Chambers, 400 N. JJ Lemmon Rd., Hutchins, Texas, at which time the following items were discussed and considered.

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

Mayor Vasquez called the Regular Meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

- Mayor Mario Vasquez
- Mayor Pro Tem Steve Nichols
- Councilmember Brenda Campbell
- Councilmember Raymond Elmore
- Councilmember Demarcus Odom
- Councilmember America Rodriguez

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilmember Campbell gave the Invocation and Councilmember Odom led the Pledge of Allegiance.

**CITIZEN COMMENTS:**

Christy Keeton, addressed the council regarding the termination of her son Antonio Keeton.

**C. 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.*

- 1. Consider and act upon a resolution of the City of Hutchins, Texas, declaring a public necessity exists and finding a public use and purpose for the exercise of the power of eminent domain and the initiation of condemnation proceedings for the taking and acquiring of real property located at 614 Hickman Street, Hutchins, Dallas County, Texas, for the creation of a public park; authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property in fee simple title for public use; delegating authority to initiate condemnation proceedings to the city attorney and city manager; and providing an effective date.  
Resolution R2025-11-1300**

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve Resolution R2025-11-1300. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 2. Consider and act upon a resolution of the City of Hutchins, Texas, declaring a public necessity exists and finding a public use and purpose for the exercise of the power of eminent domain and the initiation of condemnation proceedings for the taking and acquiring of real property located at 10 and 16 South Miller Ferry Road, Hutchins, Dallas County, Texas, for improvements and the expansion of Campell Park; authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property in fee simple title for public use; delegating authority to initiate condemnation proceedings to the city attorney and city manager; and providing an effective date.

**Resolution R2025-11-1301**

Councilmember Nichols made the motion, seconded by Councilmember Odom, to approve Resolution R2025-11-1301. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**D. ADJOURN**

Councilmember Elmore made the motion, seconded by Councilmember Nichols, to adjourn the meeting at 6:40 p.m. All in favor, the motion passed.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 5<sup>th</sup> DAY OF JANUARY 2026.**

APPROVED:

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

ATTEST:

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



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
MINUTES**

**Monday, November 17, 2025 at 6:30 PM  
City Hall - Council Chamber, 400 N. JJ Lemmon Road**

A Regular Meeting of the Hutchins City Council was held on Monday, November 17, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd., Hutchins, Texas, at which time the following items were discussed and considered.

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

Mayor Vasquez called the meeting to order and announced a quorum.

PRESENT

- Mayor Mario Vasquez
- Mayor Pro Tem Steve Nichols
- Councilmember Brenda Campbell
- Councilmember Raymond Elmore
- Councilmember Demarcus Odom
- Councilmember America Rodriguez

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Resident Freddie Chism gave the Invocation and Councilmember Elmore led the Pledge of Allegiance.

**C. CITIZEN COMMENTS – None**

**D. PRESENTATIONS**

**1. Annual Financial Audit Report. Presented by: Maria Joyner, Director of Finance**

Louis Breedlove, Senior Audit Manager with Brooks and Watson, presented a summary of the annual financial audit.

**2. City Signage. Presented by: Steve Perry, Police Chief**

Police Chief Perry provided an update on state law regarding panhandling, noting that panhandling is prohibited in the roadway but permitted from the curb if they don't obstruct traffic. Chief Perry presented examples of signage used by other cities and asked the council for directions on how to proceed.

Council agreed to move forward and directed Chief Perry to present mockup signage at a future meeting for Council's consideration.

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

- 3. **Discuss and consider a Resolution of the Hutchins City Council APPROVING AND ADOPTING FINANCIAL MANAGEMENT POLICIES FOR THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance Resolution R2025-11-1302**

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve Resolution R2025-11-1302. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 4. **Discuss and consider Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE CITY OF HUTCHINS INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A". Presented by: Maria Joyner, Director of Finance Resolution R2025-11-1303**

Councilmember Nichols made the motion, seconded by Councilmember Rodriguez, to approve Resolution R2025-11-1303. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 5. **Discuss and consider a Resolution OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE CITY OF HUTCHINS TRAVEL POLICY ATTACHED HERETO AS EXHIBIT "A"; Presented by: Karen Steward, Human Resource Director Resolution R2025-11-1304**

Councilmember Campbell made the motion, seconded by Councilmember Elmore, to approve Resolution R2025-11-1304. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**F. ITEMS OF COMMUNITY INTEREST**

- 6. City Secretary Olguin announced the items of community interest.

**G. ADJOURN**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to adjourn the meeting. All in favor, the motion passed.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 5<sup>th</sup> DAY OF JANUARY 2026.**

APPROVED:

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

ATTEST:

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



**CITY OF HUTCHINS  
CITY COUNCIL MEETING  
MINUTES**

**Monday, December 15, 2025 at 6:30 PM  
City Hall - Council Chamber 400 N. JJ Lemmon Rd.**

A Regular Meeting of the Hutchins City Council was held on Monday, December 15, 2025, at 6:30 PM at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd. Hutchins, Texas, at which time the following items were discussed and considered.

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

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

- Mayor Mario Vasquez
- Mayor Pro Tem Steve Nichols
- Councilmember Brenda Campbell
- Councilmember Raymond Elmore
- Councilmember Demarcus Odom
- Councilmember America Rodriguez

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilmember Campbell gave the Invocation and Councilmember Odom led the Pledge of Allegiance.

**C. CITIZEN COMMENTS - None**

**D. PRESENTATIONS**

**1. Presentation of Donation to Paul Quinn College. Presented by: Guy Brown, HEDC Executive Director**

The city council on behalf of the Hutchins Economic Development Corporation presented Maurice West, Paul Quinn College Development Associate/External Affairs, with a six-thousand-dollar donation.

**E. PUBLIC HEARINGS**

**2. A. Conduct a Public Hearing regarding a request for a Replat by HOT DOG TRUCKING LLC, owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113**

Building Official Blake Moore presented the item and informed Council that the City's authority in the ETJ is limited to platting.

**B. Open Public Hearing for public comments.**

Mayor Vasquez opened the public hearing at 6:40 p.m. There were no registered speakers. Mayor Vasquez closed the public hearing at 6:41 p.m.

**C. Discuss and consider a Re-Plat by HOT DOG TRUCKING LLC who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore**

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve the replat by Hot Dog Trucking LLC. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

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

**3. Discuss and consider polling location for May 2, 2026, General Election. Presented by Cynthia Olguin**

The item was presented by City Secretary Olguin. Following a brief discussion, Council directed staff that the polling location for the May election will remain at 321 N. Main St. Council stressed the need to inform the community that the polling location will remain unchanged and that communication of this information should begin immediately.

**4. Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with Letora Anderson, PLA, AICP**

City Administrator Quin stated that the property adjacent to City Hall has been designated for the Veterans Memorial, and the firm will be hired to plan site development.

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve the Professional Service Agreement with Letora Anderson. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**5. Discuss and consider a Resolution approving the 2026 City Council Meeting Schedule. Presented by: Cynthia Olguin Resolution R2025-12-1305**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve the Resolution R2025-12-1305. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**6. Discuss and consider a Resolution AUHTORIZNG DEMOLITION OF THE CARWASH AND REMOVING THE CONCRETE AT 625 W. HICKMAN ST. Presented by Blake Moore Resolution R2025-12-1305**

City Secretary Olguin stated a correction to the resolution number listed on the agenda. The resolution number for this agenda item is R2025-12-1306 and is included on the Resolution included in the packet.

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve the Resolution R2025-12-1306. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 7. **Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE ACQUISITION OF NEW MINI-COMBO TRUCK MOUNT 3643 PH6C (NON-CDL, 3-YARD VACUUM UNIT) Presented by: Maria Joyner, Director of Finance Resolution R2025-12-1307**

Councilmember Nichols made the motion, seconded by Councilmember Rodriguez, to approve the Resolution R2025-12-1307. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 8. **Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND HAWK BUILDERS, L.L.C., FOR THE INSTALLATION OF SOUND DEAFENING ACOUSTIC TILES IN THE CITY'S ANIMAL SHELTER. Presented by Steve Perry Resolution R2025-1308**

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve the Resolution R2025-12-1308. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 9. **Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND J-N FENCE COMPANY, FOR BUILDING FIVE OUTDOOR KENNELS AND INSTALLING A DRIVE THROUGH GATE AT THE CITY'S ANIMAL SHELTER. Presented by Chief Perry Resolution R2025-12-1309**

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve the Resolution R2025-12-1309. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 10. **Discuss and consider APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT FOR CONSTRUCTION SERVICES, BY AND BETWEEN THE CITY OF HUTCHINS AND BARCENAS CONCRETE TX, LLC, FOR POURING CONCRETE PADS FOR OUTDOOR KENNELS AT THE CITY'S ANIMAL SHELTER. Presented by Chief Steve Perry. Resolution R2025-12-1310**

Councilmember Campbell made the motion, seconded by Councilmember Elmore, to approve the Resolution R2025-12-1310. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 11. Discuss and consider a Resolution AUTHORIZING THE PURCHASE OF 2026 CHEVROLET SILVERADO POLICE VEHICLES AND EMERGENCY EQUIPMENT. Presented by: Steve Perry, Police Chief. Resolution R2025-12-1311**

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve the Resolution R2025-12-1311. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

- 12. Discuss and consider a Resolution AUTHORIZING THE CITY ADMINISTRATOR OR HIS DESIGNEE TO EXTEND AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS POLICE DEPARTMENT AND THE DALLAS INDEPENDENT SCHOOL DISTRICT. Resolution R2025-12-1312**

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve the Resolution R2025-12-1312. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

**G. EXECUTIVE SESSION**

- 13. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.**

Mayor Vasquez moved the council into Executive Session at 7:16 p.m.

**H. RECONVENE INTO REGULAR SESSION**

- 14. Action, if any, as a result of Executive Session:**

**Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.**

The council returned to Regular Session at 7:41 p.m.

No action taken as a result of Executive Session

**I. ITEMS OF COMMUNITY INTEREST**

- 15. City Secretary Olguin announced the items of community interest.

**J. ADJOURN**

Councilmember Elmore made the motion, seconded by Councilmember Nichols, to adjourn the meeting at 7:41 p.m. All in favor, the motion passed.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 5<sup>th</sup> DAY OF JANUARY 2026.**

APPROVED:

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

ATTEST:

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



# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	Freeman group presentation. Presented by: Steve Perry, Police Chief and Vanessa Guevara

---

## **Background Information**

The Freeman group is an event planning company that handles event planning and large-scale conference and trade show services, corporate events services, Exhibit show services, Event technology services, and strategy services. It is part of the Freeman mission to give back to communities, and their passion is giving back and volunteering with animal shelters and nonprofit groups. Staff members have been in contact with the Freeman group regarding ways to volunteer and ways to improve the City of Hutchins animal shelter that would create usable outdoor space, and make lasting improvements to the City of Hutchins animal shelter and the sustainability of our animal shelter programs.

## **Budget Implications**

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

## **Supporting Documentation and Attachments**

Power point

# Hutchins Animal Shelter Improvements

Section E, Item 3.



## Proposed partnership with Freeman Presented to Hutchins City Council

- Present shelter needs
- Request approval to engage Freeman
- Outline project priorities

# Why Improvements & Freeman Support Are Needed



Freeman<sup>™</sup>

- Enhance animal welfare & adoption outcomes
- Improve staff safety & efficiency
- Low-cost upgrades require fundraising
- Event & fundraising expertise from Freeman
- Local corporate volunteer base
- Donation & sponsorship capabilities
- Volunteer coordination & outreach support

# Key Short-Term Projects & Operational Tasks

- Outdoor kennel expansion (fencing & flooring)
- Astro turf for meet-and-greet
- Agility/enrichment structures
- Shade & enclosure needs
- Office furniture update
- Confirm permits
- Develop full budget
- Plan for city remodel alignment
- Evaluate equipment recycling



## Council Support & Next Steps

- Approval to engage Freeman
- Permit guidance
- Remodel planning cooperation
- Finalize costs
- Meet with Freeman
- Source materials & quotes
- Prepare progress update



# Thank You

We appreciate your support  
Questions & discussion





# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	Regular Council meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	Public Safety building parking improvements. Presented by Steve Perry, Police Chief

---

### **Background Information**

Construction began on the Public Safety building in August of 2020 and was completed in January 2022.

Both Police and the Fire Department need additional parking. Currently the parking spaces are over capacity when the Fire department or Police department hosts training, or other special events. This creates a problem with having enough parking for the public. In addition to having enough public parking the shelter capacity is 150 standing, and 50 seated with tables and chairs. The current public parking capacity is 16 spaces with 3 handicap spaces cannot sustain the shelter capacity.

In the secured parking areas, the capacity is limited as well with 17 employee parking spaces that are not adequately spaced, and 22 parking spaces for City vehicles. Fire personnel are having to park in front of fire bays due to inadequate parking.

Additional parking is needed to accommodate:

Parking for residents to utilize the storm shelter

Parking for training events and meetings

### **Budget Implications**

See slides

### **Operational Impact**

Improved parking for Police and Fire employees and equipment

### **Legal Review**

No

### **Staff Recommendation**

Presentation only

**Supporting Documentation and Attachments**

Power point

# **PUBLIC SAFETY BUILDING PARKING IMPROVEMENTS**

# Agenda

Introduction

Needs

Potential design concepts and cost

# CURRENT PARKING











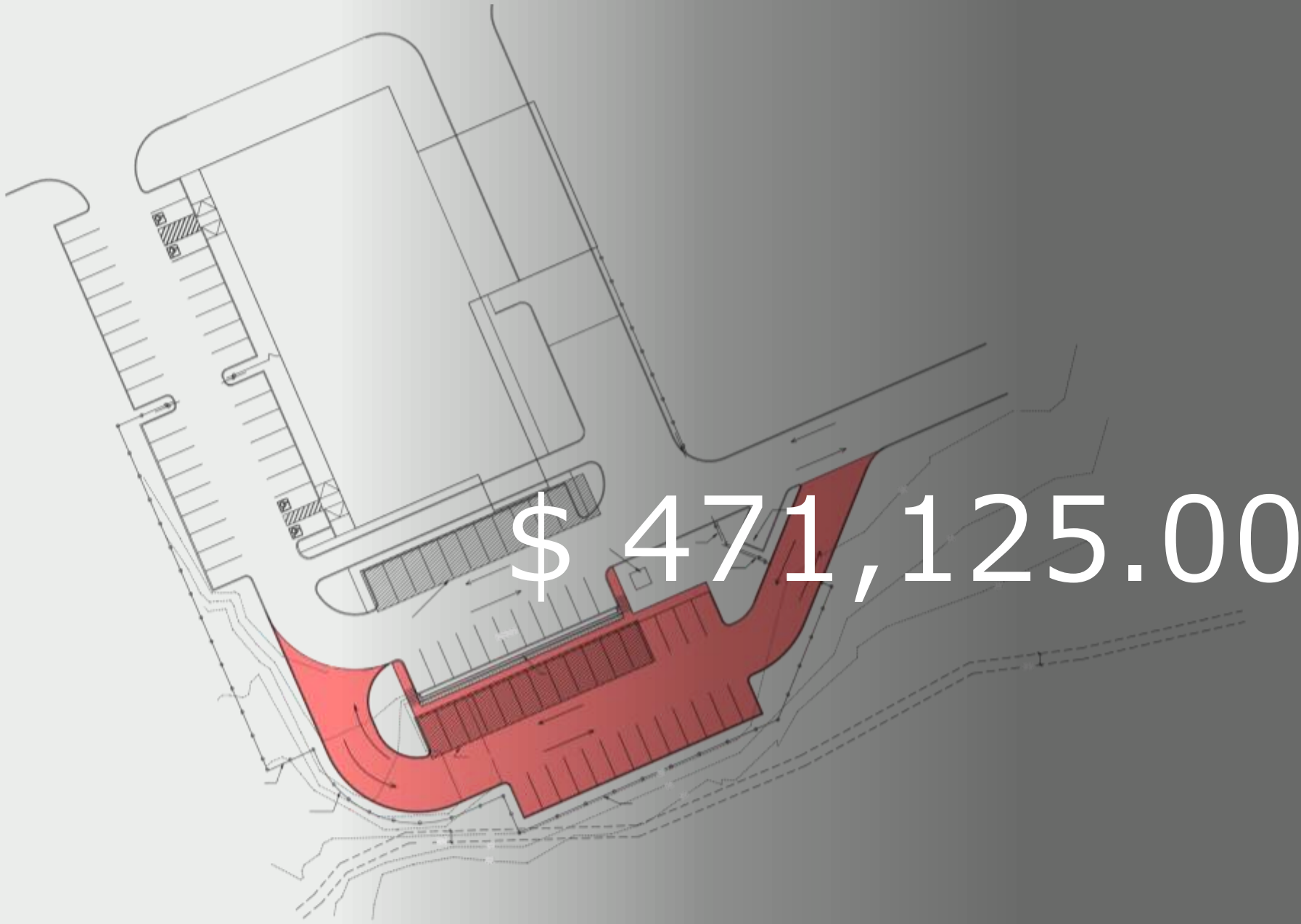


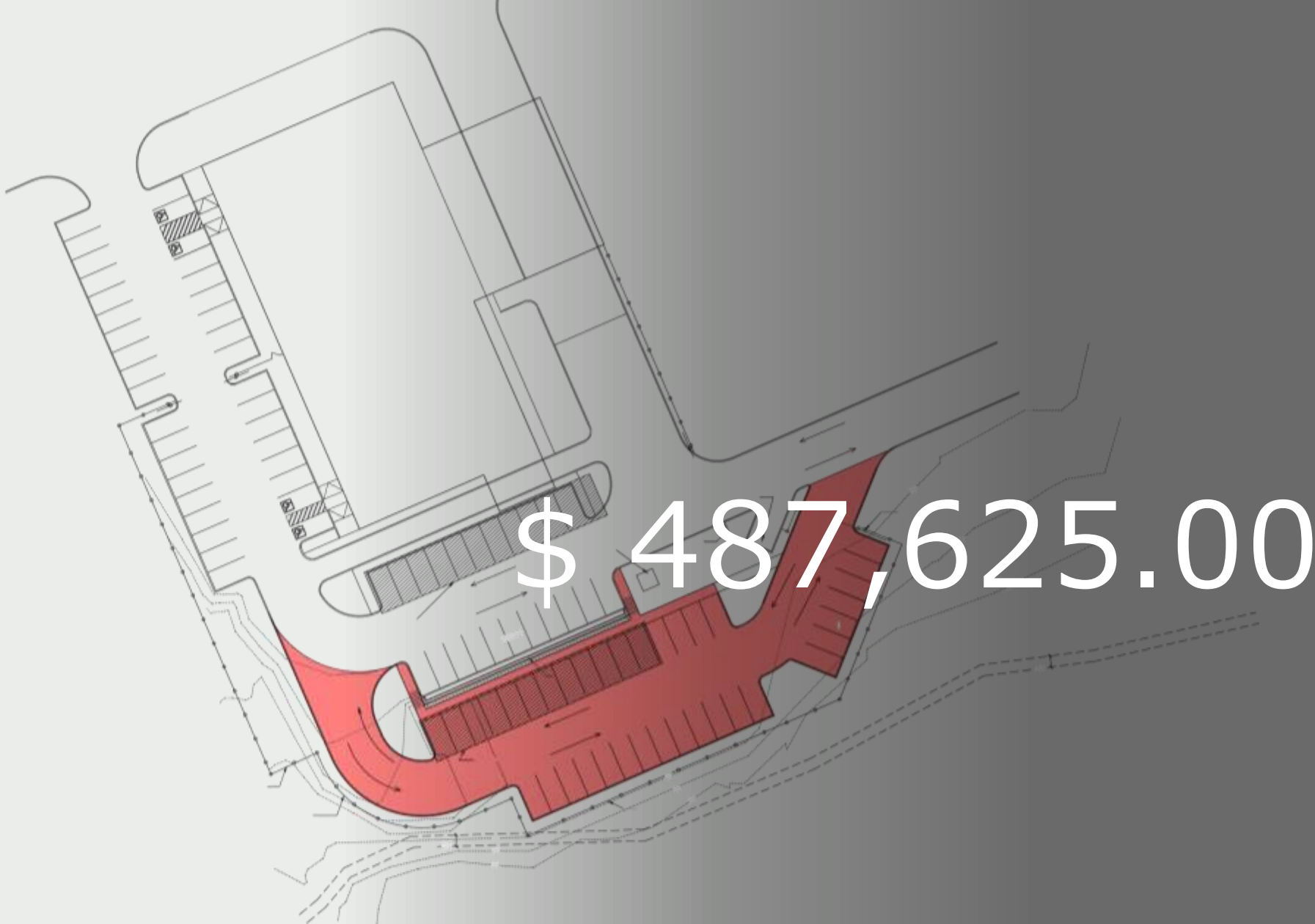


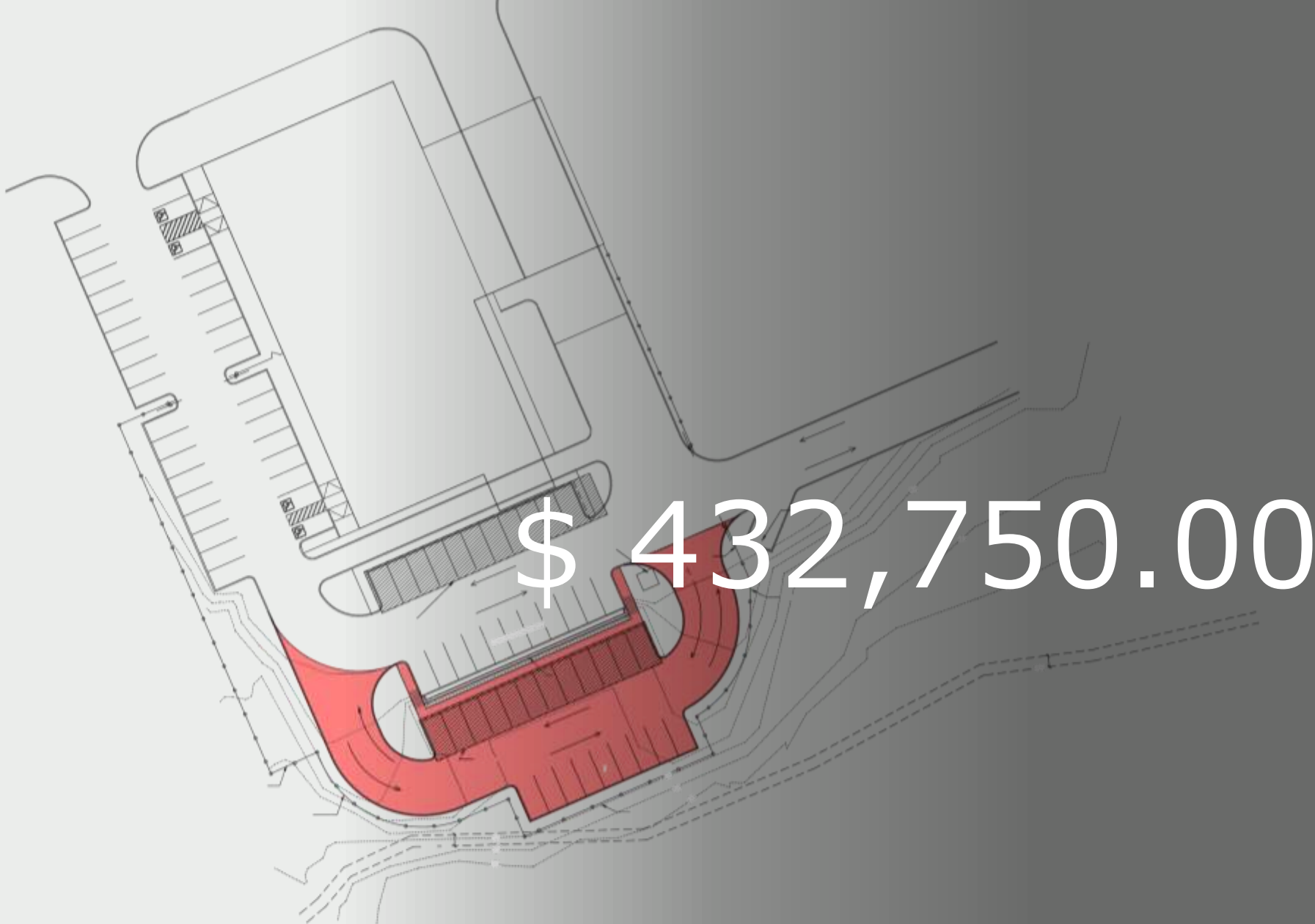
Current parking: Hutchins Public Safety Building  
 Public Parking: 16 and 3 handicap spaces  
 Employee: and overflow 17 and 1 handicap  
 City Vehicle: 22 spaces



NOT FOR CONSTRUCTION  
 PROJECT STATUS







**THANK YOU**

Steve Perry

972-225-2225

[sperry@cityofhutchinstx.gov](mailto:sperry@cityofhutchinstx.gov)



## STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2025
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	James Quin
<b>AGENDA CAPTION:</b>	Discuss and Consider Approving Resolution---Authorizing the City Administrator to execute an AIA agreement with BCI Regarding the provision of Furniture, Fixtures and Equipment (FFE) for the new Recreation Center and Library building. Presented by James Quin, City Administrator.

---

### **Background Information**

The Recreation Center and Library Building \$28,000,000 bond issue included \$24,000,000 for the Recreation Center and Library Building with an additional \$4,000,000 dedicated to architectural fees, furniture, fixtures, and equipment and professional costs associated with the bond issue.

The attached proposal from Architect Brandstetter Carroll INC (BCI) illuminates the cost of the FFE. 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 estimated FFE procurement budget for the new facility of approximately 41,000 square feet is 7% of the construction budget of \$28,000,000. BCI's supplemental service will be 6.5% of the FFE procurement budget (\$127,400).

### **Budget Implications**

The estimated FFE procurement budget is \$1,960,000 with an additional service fee of \$127,400 totaling approximately \$2,087,400. This amount is within the budget provided for in the voter-approved bond issue.

### **Operational Impact**

Funding the FFE will enable the City to achieve consistency of furniture and equipment design for the offices and public areas of the building; provide fixtures permanently affixed to the building such as bleachers, wall crash pads, score boards, clocks, and sports equipment, sports play equipment; and A/V, IT, communications, and security equipment.

**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**

1. Resolution
2. AIA agreement
3. FFE proposal

**CITY OF HUTCHINS  
RESOLUTION NO. R 2026-01-1313**

**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 FOR THE RECREATION CENTER AND LIBRARY; 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”) for the Recreation and Library; 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 take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 5th day of January 2026.

CITY OF HUTCHINS, TEXAS

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

ATTEST:

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

**EXHIBIT "A"**  
**AGREEMENT**

4934-6089-4339, v. 1

November 3, 2025

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 8<sup>th</sup> St  
**CINCINNATI**  
OH 45202  
513.651.4224

1220 West 6<sup>th</sup> St  
Suite 300  
**CLEVELAND**  
OH 44113  
216.241.4480

Mr. James Quin  
City Administrator  
City of Hutchins, Texas

**RE: Hutchins Recreation Center & Library – 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 Recreation Center & Library Building in support of the AIA B101-2017 Standard Form of Agreement Between Owner and Architect executed on December 3, 2024 for basic architectural 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 the work is completed over the course of the project.

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

- FF&E Floor Plan – annotated floor plan showing FF&E layout.
- FF&E selections and specifications – source FF&E and provide specifications document.
- Bidding or negotiated vendor selection support.
- Assistance with coordination and installation of FF&E.
- Coordination with A/E related services as described above to produce plan(s) and specifications.

The scope of work **does not** include:

- Procurement of FF&E
- Vendor compensation
- FF&E Contract Administration between the City of Hutchins & Vendor(s)
- Guarantees or warranties of products or vendor(s) performance
- Selection and specifications of equipment and fixtures permanently affixed to the building such as bleachers, wall crash pads, score boards, clocks, sports equipment (basketball hoop systems integrated in the building and volleyball posts and net systems), 3 compartment sink, or any owner provided equipment.
- Selection and specifications of sports play equipment
- Selection and specifications of A/V, IT, communications, and security equipment

We estimate the FF&E procurement budget for the new facility of approximately 41,000 square feet to be 7% of the construction budget of \$28,000,000.

**Our fee for this supplemental service will be 6.5% of the FF&E procurement budget.  
Proposed FF&E Services Fee: \$127,400**

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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 numbers and 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 all FF&E items included in the scope of work.

FF&E package will include, but is not limited to, the following items. Final selections will be approved by and coordinated with the City of Hutchins representatives.

Library

- Desks: Executive desks, administrative desks, workstations, credenzas, file/storage pedestal desk components, overhead bin storage where applicable
- Tables: Training/worktables, staff breakroom, study rooms, Teens room, reading tables, community table, side tables, equipment tables, and computer consoles, children's area tables
- Seating: Executive chairs, managerial chairs, administrative task chairs, general Library space seating, benches, children's area chairs
- Glass dry-erase boards
- Teens Room consoles w/ media connectivity
- Lateral file cabinets
- Storage cabinets
- Media cabinets
- Bookcases, open-storage shelving
- Trash receptacles, waste baskets

Transformation Place

- Tables – dining style tables, console tables, coffee tables mobile tables, stainless steel prep tables (catering kitchen)
- Seating – dining style chairs, lounge seating chairs, and sofas
- Mobile media cabinet
- Storage cabinets
- Bakers rack shelving (warming kitchen)
- Trash receptacles and waste baskets
- Lamps

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- Storage cabinet/console

#### Lobby

- Bench seating
- Trash receptacles
- Task chairs w/ casters

#### Fitness Area

- Cardio Equipment
- Strength Training Equipment
- Resistance Training Equipment
- Storage cabinets
- Fitness Equipment and associated racks as determined by owner
- Trash receptacles

#### Transformation Place

- Tables – dining style tables, console tables, coffee tables mobile tables, stainless steel prep tables (catering kitchen)
- Seating – dining style chairs, lounge seating chairs, and sofas
- Mobile media cabinet
- Storage cabinets
- Bakers rack shelving (warming kitchen)
- Trash receptacles and waste baskets
- Lamps
- Storage cabinet/console

#### Multi-Purpose Rooms (2)

- Tables – training room style tables with casters,
- Seating – training room style chairs with casters
- Mobile media cabinet
- Storage cabinets
- Trash receptacles
- Media cabinets

#### Activity Studios (3)

- Trash receptacles and waste baskets
- Storage cabinet/console

#### Recreation Staff

- Desks: Executive desks, administrative desks, workstations, credenzas, file/storage pedestal desk components, overhead bin storage where applicable
- Tables: Breakroom tables
- Seating: Executive chairs, managerial chairs, administrative task chairs
- Storage cabinets
- Trash receptacles and waste baskets

#### Mezzanine Lobby

- Bench seating
- Trash receptacles

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Gymnasium

- o Officiate tables and associated equipment (2)
- o Seating – training room style chairs with casters (4)
- o Trash receptacles

Exterior

- o Bench seating
- o Trash receptacles
- o Bike racks

**BIDDING**

- Assistance and supporting bid evaluation and award determination.
- Attend and participate in a Pre-Bid meeting with the 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).

**REIMBURSABLE EXPENSES**

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

**DELIVERABLES**

Upon completion, a complete set of plans and specifications will be delivered to the owner for record.

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

Accepted:

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Mr. James Quin  
City of Hutchins - City Administrator





# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	Discuss and consider a Resolution supporting a grant application for Ballistic panel for patrol vehicles Presented by: Steve Perry, Police Chief

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## **Background Information**

The City of Hutchins Police department has submitted a grant application through the Office of the Governor grant program to outfit Hutchins Police vehicles with Ballistic Panels. The grant opportunity is a specific equipment grant that will cover 100% of the cost associated with Ballistic panels in the driver and passenger doors. Staff is requesting that Council support this grant opportunity by passing a resolution in support of this funding opportunity.

## **Budget Implications**

\$ 32, 856.96

## **Operational Impact**

## **Legal Review**

## **Staff Recommendation**

## **Supporting Documentation and Attachments**

**CITY OF HUTCHINS  
RESOLUTION NO. R2026-01-1314**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR GRANT FUNDING THROUGH THE STATE OF TEXAS, OFFICE OF THE GOVERNOR FOR THE PURPOSE OF PURCHASING BALLISTIC PANELS FOR PATROL VEHICLES AND APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET; AND PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City finds it in the best interest of the citizens of Hutchins, Texas, that Bullet-Resistant Panels for Patrol Vehicles be approved for the 2025/2026 Budget year; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, City of Hutchins designates James Quin, City Administrator as the grantee’s authorized official and as such the City Administrator is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency;

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

**SECTION 1.** The City Administrator is authorized to apply for grant funding through the State of Texas, Office of the Governor, for the purpose of purchasing Ballistic Panels for Patrol Vehicles and appropriating funds for the Fiscal Year 2025/2026 budget.

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

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS, on this the 5th day of January 2026.**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-26-2026: 4897-2339-9045, v. 1)



# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	Regular Council Meeting
<b>SUBMITTED BY:</b>	Steve Perry
<b>AGENDA CAPTION:</b>	Discuss and consider a Resolution approving a Chapter 59 Forfeiture agreement with the Dallas County District Attorney's Office. Presented by: Steve Perry, Police Chief

---

## **Background Information**

The attached MOU is between the City of Hutchins and the Dallas County District Attorneys Office. The MOU outlines the rules for seizing property or funds in the State of Texas in accordance with the Texas Code of Criminal Procedures. The agreement also outlines the court filing process, adjudication, and sharing of any assets or monies sized at the State level.

## **Budget Implications**

## **Operational Impact**

## **Legal Review**

Sent to Joe Gorfida for review and approval

## **Staff Recommendation**

Approve the signing of the MOU between the Dallas County DA and the City of Hutchins.

## **Supporting Documentation and Attachments**

MOU with Dallas County

Resolution

**CITY OF HUTCHINS  
RESOLUTION NO. R2026-01-1315**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO EXECUTE A LOCAL AGREEMENT FOR THE DISPOSITION OF FORFEITED CONTRABAND PURSUANT TO CHAPTER 59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 59 of the Texas Code of Criminal Procedure, entitled “Forfeiture of Contraband” provides for the forfeiture to the State of Texas of property determined to be “contraband” as defined therein; and

**WHEREAS**, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure (“TCCP”) authorizes “local agreements” between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

**WHEREAS**, the Dallas County District Attorney (“District Attorney”) represents the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

**WHEREAS**, the Hutchins Police Department and the District Attorney desire to enter into a Local Agreement for the Disposition of Forfeited Contraband Pursuant to Chapter 59 of the Texas Code of Criminal Procedure (the “Agreement”) regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

**WHEREAS**, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure authorizes the Hutchins Police Department as the law enforcement agency and the District Attorney as the attorney representing the state to execute the Agreement; and

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

**SECTION 1.** The City Administrator or designee is authorized to execute the Agreement, attached hereto and incorporated herein as Exhibit “A,” and all related documents thereto on behalf of the City of Hutchins.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 5<sup>th</sup> day of January 2026.

APPROVED:

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

ATTEST:

By: \_\_\_\_\_  
Cynthia Olguin, City Secretary  
(12-28-2025: 4915-0769-9589, v. 1)

**EXHIBIT "A"**  
**Local Agreement for the Disposition of Forfeited Contraband Pursuant to Chapter 59 of  
the Texas Code of Criminal Procedure**

4915-0769-9589, v. 1

**STATE OF TEXAS            §            LOCAL AGREEMENT FOR THE DISPOSITION OF**  
**§            FORFEITED CONTRABAND PURSUANT TO CHAPTER**  
**COUNTY OF DALLAS        §            59 OF THE TEXAS CODE OF CRIMINAL PROCEDURE**

This Local Agreement (“Agreement”) is made by and between the Dallas County Criminal District Attorney’s Office (“District Attorney”) and the City of Hutchins on behalf of the Hutchins Police Department (Collectively, “THE PD”), pursuant to Chapter 59 of the Texas Code of Criminal Procedure. The District Attorney or THE PD may hereinafter be referred to individually as a “Party”, or collectively, the “Parties”.

**RECITALS:**

**WHEREAS**, Chapter 59 of the Texas Code of Criminal Procedure, entitled “Forfeiture of Contraband” provides for the forfeiture to the State of Texas of property determined to be “contraband” as defined therein; and

**WHEREAS**, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure (“TCCP”) authorizes “local agreements” between the attorney representing the state and law enforcement agencies to effect the disposition of forfeited contraband; and

**WHEREAS**, the District Attorney represents the State of Texas in forfeiture proceedings involving contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and

**WHEREAS**, THE PD and District Attorney desire to enter into a “local agreement” regarding the disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure; and

**WHEREAS**, Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure has authorized THE PD as the law enforcement agency and the District Attorney as the attorney representing the state to execute this Agreement; and

**NOW, THEREFORE**, THE PD and the District Attorney, in mutual consideration of the terms and conditions herein contained, hereby agree as follows:

**SECTION 1: TERM/TERMINATION**

The Term of this Agreement will commence on the Effective Date as defined herein, and will remain in effect through December 31, 2028, unless terminated earlier under any provision hereof (“Term”). After the initial term, this Agreement may be renewed for two (2) additional consecutive two (2) year terms with the written consent of all Parties and such renewals shall be in accordance with the terms of this Agreement unless amended. This Agreement may be terminated by either Party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

**SECTION 2: CHAPTER 59 PROCEEDS DISTRIBUTION**

A. In consideration for the services provided by THE PD and District Attorney associated with the forfeiture of contraband, THE PD and the District Attorney agree to the following obligations and disposition of proceeds from contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure.

(1) **Currency:** THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value all Normal Currency or Currency Equivalent.

(2) **Real Property:** Real Property is to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the value of all Real Property.

(3) **Motor Vehicles:** Motor Vehicles are to be auctioned, sold, or kept for use by THE PD. Regardless of whether a Motor Vehicle is kept for use by THE PD or how much it is sold or auctioned for, the District Attorney will receive Seven Hundred and Fifty Dollars and Zero Cents (\$750.00) for each Motor Vehicle and The PD will receive any remaining proceeds.

(4) **Collectibles:** Collectibles are to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value of all Collectibles.

(5) **Personal Property:** Personal Property is to be sold or auctioned by THE PD. If an item of Personal Property is sold or auctioned for Five Hundred Dollars and Zero Cents (\$500.00) or more, then THE PD will receive sixty-five percent (65%), and the District Attorney will receive thirty-five percent (35%) of the value of the item of Personal Property. If an item of Personal Property is sold or auctioned for less than Five Hundred Dollars and Zero Cents (\$500.00), then the District Attorney will receive Fifty Dollars and Zero Cents (\$50.00) for each item of Personal Property and THE PD will receive any remaining proceeds.

(6) **Firearms and ammunition:** THE PD will be responsible for the ownership and disposition of all firearms, ammunition, and associated accessories and equipment that is seized and forfeited under Chapter 59, TCCP. The District Attorney will receive no percentage of any sales of firearms, ammunition, and associated accessories and equipment.

(7) **Precious Metals and Gemstones:** Precious Metals and Gemstones are to be sold or auctioned by THE PD. THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the value of all Precious Metals and Gemstones.

(8) **Buyback Agreement(s):** If any Motor Vehicle, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones is returned pursuant to a Buyback Agreement, then THE PD will receive sixty-five percent (65%) and the District Attorney will receive thirty-five percent (35%) of the Buyback Agreement amount.

B. The proceeds from the sale or auction of all contraband forfeited under Chapter 59 of the Code of Criminal Procedure (including Normal Currency and Currency Equivalent) shall be received by THE PD and deposited with THE PD's treasury. THE PD will then transfer to the District Attorney all money and proceeds of forfeited contraband in accordance with Section 2 A.(1)-(8) above. Payments to the District Attorney shall be made in accordance with Sections 2 and 3 of this

Agreement.

C. In accordance with Article 59.06(c)(1), TCCP, all money and proceeds from the sale of contraband received by the District Attorney shall be deposited in a special fund in the County treasury for the benefit of the office of the District Attorney to be used by the District Attorney solely for the official purposes of the office.

D. In accordance with Article 59.06(c)(2), TCCP, all money and proceeds from the sale of contraband received by THE PD shall be deposited in a special fund to be used by THE PD solely for law enforcement purposes.

E. All auctions or sales shall be conducted in accordance with the policies and procedures of THE PD, Chapter 59 of the TCCP, and all applicable federal and state laws.

F. **Normal Currency Value**. Normal Currency under this Agreement includes but is not limited to the following: Negotiable Instruments, paper money, and coin money that is worth no more than their face value ("Normal Currency"). The value of Normal Currency and other negotiable instruments will be based on their face value.

G. **Currency Equivalent Value**. Currency Equivalent under this Agreement includes but is not limited to the following: Negotiable instruments worth more than their face value, gift cards, cryptocurrency, stocks, physical or digital tokens, non-metal commodities, bonds, and other negotiable instruments. The value of Currency Equivalents will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Currency Equivalents.

H. **Collectibles Value**. Collectibles under this Agreement include but is not limited to the following: Paper money, coin money, and stamps that are worth more than their face value, sports cards, antiques, physical art, digital art, non-fungible token (NFT) art, and jewelry. The value of Collectibles will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Collectibles.

I. **Real Property Value**. The value of Real Property will be based on the net proceeds (after deduction of sale or auction expenses) from the sale or auction of Real Property.

J. **Motor Vehicle(s)**. Motor Vehicle(s) under this Agreement includes but is not limited to the following: Cars, trucks, all-terrain vehicles, boats, scooters, mopeds, tractors, jet skis, trailers, mobile homes, recreational vehicles (RV), campers, and motorcycles.

K. **Personal Property Value**. An item of Personal Property under this Agreement includes but is not limited to the following: televisions, monitors, computers, drones, cellular phones, clothes, tools, and other items not defined in Section 2 F, G, H, I, J, or L. The value of an item of Personal Property will be based on net proceeds (after deduction of sale or auction expenses) from the sale or auction of an item of Personal Property.

L. **Precious Metals and Gemstones Value**. Precious Metals and Gemstones under this Agreement includes but is not limited to the following: gold, silver, platinum, and precious or semiprecious stones. The value of Precious Metals and Gemstones will be based on net proceeds (after deduction of sale or auction expenses) from the sale of Precious Metals and Gemstones.

**SECTION 3: PAYMENT TERMS AND OBLIGATIONS**

A. This Agreement shall apply to any case which is administratively closed by the District Attorney during the Term of this Agreement. A case is considered administratively closed once the District Attorney has closed the case file. Contraband is to be considered forfeited once a forfeiture judgment has been executed, and the time to file a Motion for New Trial or Notice of Appeal has expired (“Final Judgment”). Within ten (10) business days from the entry of the Final Judgment, the District Attorney shall deliver to THE PD the Final Judgment. THE PD shall proceed to sell or auction the contraband in the manner set forth in Subsection 3C below. THE PD shall send notice to the District Attorney of the final auction or sale amount no later than five (5) business days after the sale or auction of Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones. After receiving notice from THE PD, the District Attorney will issue an invoice to THE PD. Payments to the District Attorney for Normal Currency, Buyback Agreements, Motor Vehicles, Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be made no later than sixty (60) days after THE PD receives an invoice and Final Judgment from the District Attorney. All invoices will be submitted in a format that is in accordance with the District Attorney’s internal processes and policies.

B. All payments made to the District Attorney shall be from money or proceeds from the sale or auction of contraband seized and forfeited pursuant to this Agreement. If applicable, THE PD will also pay the District Attorney any interest earned from the date of seizure until the date of payment on the District Attorney’s portion of the forfeited contraband proceeds. All costs of court proceedings and related litigation expenses shall be paid by THE PD. All costs of title commitments, title searches, and title policies shall be paid by THE PD when the forfeiture of Real Property is involved. All expenses related to the appraisal or valuation of any contraband shall be paid by THE PD. Any pre or post judgment interest ordered by a Court shall be paid by THE PD.

C. All Real Property, Collectibles, Personal Property, or Precious Metals and Gemstones shall be sold or auctioned by THE PD within six (6) months after receiving notice of the Final Judgment. THE PD shall seek the best value for all contraband sold or auctioned.

D. If payment is not made by THE PD by the payment due date in accordance with Section 3A. then THE PD shall pay to the District Attorney forty percent (40%) of the Buyback Agreement amount, and forty percent (40%) of the value of the Normal Currency, Currency Equivalent, Real Property, Collectibles, Precious Metals and Gemstones, or Personal Property (over \$500.00) items forfeited pursuant to the Final Judgment (“Revised Distribution”) and all interest earned on the Revised Distribution from the date of seizure until the date of payment.

E. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney Seventy-Five Dollar and No Cents (\$75.00) for each item of Personal Property (under \$500.00) forfeited pursuant to the Final Judgment and all interest earned on Seventy-Five Dollars and No Cents (\$75.00) from the date of seizure until the date of payment.

F. If payment is not made by THE PD by the payment due date in accordance with Section 3A., then THE PD shall pay to the District Attorney One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$1,125.00) for each Motor Vehicle forfeited pursuant to the Final Judgment and all interest earned on One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$1,125.00) from the date of seizure until the date of payment.

G. THE PD shall require its officers to cooperate with the District Attorney, including but

not limited to, being available to testify at hearings and trials, providing offense reports to the District Attorney upon request, and providing any and all additional evidence that may be necessary for any and all forfeiture cases and proceedings.

H. This Agreement shall not be construed to impose a duty on the District Attorney to file or institute forfeiture proceedings in any particular case or instance.

I. In accordance with Article 59.03(c), THE PD shall have custody and be responsible for any property or contraband that is seized pursuant to this Agreement until the property or contraband is returned to the defendant or finally forfeited and proceeds have been distributed.

J. In the event that an audit is conducted pursuant to Article 59.061 TCCP, THE PD shall cooperate with the District Attorney, including but not limited to, providing all records or information related to this Agreement or any forfeiture case filed pursuant to this Agreement.

**SECTION 4: ADDENDUMS**

In the event that the District Attorney determines in its sole discretion that significant time and effort is necessary for pre-seizure planning of a seizure and/or arrest, the case will be developed as a joint investigation with the percentage apportioned between the Parties commensurate with the time and effort required by each and an addendum to this Agreement will be executed by the Parties as it pertains to the particular seizure and/or arrest.

**SECTION 5: LIABILITY**

**Neither Party shall be responsible for the alleged, presumed, or adjudged negligent acts or omissions, or other tortious conduct of the other Party in the course of performance of this Agreement. Nothing in this section is intended to waive any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or state law. Nothing in this section shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas. This Section shall survive termination of this Agreement.**

**SECTION 6: NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

**If intended for the District Attorney:**

Dallas County District Attorney’s Office  
Frank Crowley Courts Building  
133 North Riverfront Blvd., LB-19  
Dallas, Texas 75207

**ATTN: Administrative Attorney**

District Attorney – Civil Division  
Administrative Building  
500 Elm Street, Suite 6300  
Dallas, Texas 75202

**ATTN: Forfeiture Attorney**

**If intended for THE PD, to:**

The Police Chief  
Hutchins Police Department  
205 W. Hickman St.  
Hutchins, TX 75141

**SECTION 7: MISCELLANEOUS PROVISIONS**

**A. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**B. COUNTERPARTS, NUMBER/GENDER AND HEADINGS.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**C. SEVERABILITY.** If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**D. DEFAULT/CUMULATIVE RIGHTS/MITIGATION.** It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver

unless made in an authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to any other remedy. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. The Parties have a duty to mitigate damages.

**E. SOVEREIGN IMMUNITY.** This Agreement is expressly made subject to the Parties' Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that the Parties have by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

**F. COMPLIANCE WITH LAWS AND VENUE.** In carrying out the obligations required by this Agreement, the Parties must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in state and federal Court physically located in Dallas County, Texas.

**G. RELATIONSHIP OF PARTIES.** Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

**H. CONTRA PROFERENTEM.** The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

**I. ASSIGNMENT.** Neither Party may transfer or assign its interest in this Agreement. .

**J. CONTINUING OBLIGATIONS.** All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

**K. SIGNATORY WARRANTY.** THE PD and the District Attorney represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances and provisions set forth in this Agreement.

**[Signatures on following page]**

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026. ("Effective Date")

DISTRICT ATTORNEY:

THE PD:

\_\_\_\_\_  
John Creuzot  
Dallas County Criminal District Attorney

\_\_\_\_\_  
City Manager/Mayor

RECOMMENDED AND APPROVED:

\_\_\_\_\_  
Steve Perry, Police Chief

APPROVED AS TO FORM\*:

APPROVED AS TO FORM:

BARBARA NICHOLAS  
CHIEF, CIVIL DIVISION

THE PD/CITY LEGAL ADVISOR

\_\_\_\_\_  
Jason L. Mathis  
Assistant District Attorney

\_\_\_\_\_

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Blake Moore
<b>AGENDA CAPTION:</b>	Discuss and consider a Resolution approving the terms and conditions of an Interlocal Agreement between the City Of Hutchins and Dallas County Health And Human Services for Coordinated Health Services for the Fiscal Year 2025-2026. Presented By: Blake Moore

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## **Background Information**

This Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services (DCHHS) is renewed on an annual basis and requires City Council approval. DCHHS desires to participate with the City of Hutchins to establish coordinated health services for residents of the City of Hutchins in order to promote the effectiveness of local public health services and goals. The Health Services to be performed by DCHHS include:

- Tuberculosis Control Services
- Sexually Transmitted Disease Control Services
- Communicable Disease Control Services
- Laboratory Services
- Immunizations
- Child Health Care
- High-risk infant case management; and
- Home visits

This agreement is renewed annually each fiscal year and is effective from October 1, 2025, through September 30, 2026.

## **Budget Implications**

No Changes To Fee Schedule.

## **Operational Impact**

N/A

## **Legal Review**

N/A

## **Staff Recommendation**

Staff recommends approval of an Interlocal Agreement for Public Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Hutchins for the period of October 1, 2025, through September 30, 2026.

**Supporting Documentation and Attachments**

1. Resolution for Dallas County ILA Coordinated Health Services FY 26
2. Exhibit A - Fee Schedule
3. Exhibit B - Annual Summary of Services
4. Exhibit C - Contract Cost by Category
5. Exhibit D - Total Contract Cost

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2026-01-1316**

**A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR COORDINATED HEALTH SERVICES FOR FISCAL YEAR 2025-2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

**WHEREAS**, the City Council for the City of Hutchins, Texas (“City”) desires to participate with the County in establishing coordinated health services for City of Hutchins and Dallas County; and

**WHEREAS**, the County will operate certain health services for the residents of the City of Hutchins in order to promote the effectiveness of local public health services and goals (“Program”); and

**WHEREAS**, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

**WHEREAS**, such cooperative effort serves and furthers the public purpose and benefits the citizens of the County as a whole; and

**WHEREAS**, the City Council for the City of Hutchins, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Hutchins to enter into said Agreement for Health Services.

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

**SECTION 1.** The City Council of the City of Hutchins hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”, with Dallas County Health and Human Services (“DCHHS”), pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health service to City; and the Mayor is hereby authorized, on behalf of the City of Hutchins, Texas to sign said Agreement.

**SECTION 2.** The Agreement is effective from October 1, 2025, through September 30, 2026, unless otherwise stated in the Agreement.

**SECTION 3.** All resolutions of the City of Hutchins heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Hutchins not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is accordingly resolved.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS 5th DAY OF JANUARY 2026.**

**APPROVED:**

\_\_\_\_\_  
MARIO VASQUEZ, MAYOR

**ATTEST:**

\_\_\_\_\_  
CYNTHIA OLGUIN, CITY SECRETARY

**EXHIBIT "A"**

**INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES  
BETWEEN DALLAS COUNTY, TEXAS, ON BEHALF OF DALLAS  
COUNTY HEALTH AND HUMAN SERVICES, AND THE CITY OF  
HUTCHINS, TEXAS**

**INTERLOCAL AGREEMENT FOR COORDINATED HEALTH SERVICES BETWEEN DALLAS COUNTY, by and on behalf of DALLAS COUNTY HEALTH & HUMAN SERVICES, and CITY OF HUTCHINS, TEXAS**

This **INTERLOCAL COOPERATIVE AGREEMENT** (“**Agreement**”) is made and entered into by and between **DALLAS COUNTY**, a political subdivision of the State of Texas (“**County**”) and the **CITY OF HUTCHINS, TEXAS**, (“**Participant**”), each organized and existing under the laws of the State of Texas, and acting by, through and under the authority of their respective governing bodies and officials. **County** and **Participant** are collectively referred to herein as the “**Parties**” and individually referred to as a “**Party**.”

**WHEREAS**, County has offered to provide certain health services to the various cities throughout County on a contract for services basis; and

**WHEREAS**, Participant desires to participate with County in establishing coordinated health services between the Parties; and

**WHEREAS**, County will operate certain health services for the residents of Participant to promote the effectiveness of local public health services and goals (“**Program**”); and

**WHEREAS**, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

**WHEREAS**, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

**Now therefore**, County, on behalf of Dallas County Health and Human Services (“**DCHHS**”), enters into this Agreement with Participant, pursuant to the authorities of Texas Health and Safety Code Chapter 121, Texas Government Code Chapter 791, and other applicable laws for health services to Participant.

**I.  
HEALTH SERVICES TO BE PERFORMED**

**1.1** County agrees to operate the Program, which will include the following health services:

- A. Tuberculosis Control Services**: providing preventive, diagnostic treatment, and epidemiological services;
- B. Sexually Transmitted Disease Control Services**: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in

accordance with County policy;

- C. **Communicable Disease Control Services**: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases; and
- D. **Laboratory Services**: performing chemical, biological, and bacteriological analysis and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

1.2 County further agrees to provide to Participant, in accordance with state and federal law, the following public health services:

- A. Immunizations;
- B. Child health care;
- C. High risk infant case management; and
- D. Home visits.

1.3 County also agrees to work with Participant to decentralize clinics and to plan and provide for desired services by Participant; however, any other services that Participant requests, in addition to the above-mentioned services, may result in additional fees to Participant, subject to the written agreement of the Parties.

1.4 County agrees to charge a sliding-scale fee based on ability to pay to all residents of every municipality, including Participant, within Dallas County. The fees charged by County for the services listed in this Agreement will be used to offset the Participant’s Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in **Exhibit A**, which is attached and incorporated herein by reference for all purposes.

1.5 County agrees that the level of service provided in the Program for Participant will not be diminished below the level of service provided to Participant for the same services in the prior Agreement Term except as indicated otherwise in this Agreement. For purposes of Section 1.6, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Participant a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.

1.6 The possibility exists of reductions in state and federal funding to the Program that could result in curtailment or termination of services if not subsidized at the local level. County will notify Participant in writing of any amount of reduction, and any extent to which services will be curtailed or terminated as a result. The notice will also include a dollar amount that Participant may elect to pay to maintain the original level of services. Participant will notify County in writing no later than fourteen (14) calendar days after the date of ILA for Coordinated Health Services

Participant's receipt of the notice of funding reduction as to Participant's decision to pay the requested amount or to accept the curtailment or termination of service. If Participant elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

**II.  
TERM**

The Term of this Agreement shall be effective from October 1, 2025, through September 30, 2026, unless otherwise stated in this Agreement.

**III.  
BUDGET**

**3.1** County agrees to submit to Participant by July 31, 2026 a proposed budget describing the proposed level of services for the next Agreement Term;

**3.2** For the Term of this Agreement, County agrees to provide the services listed in Section 1 of this Agreement at the level of services and for the amount stated in **Exhibits B, C, and D** which are attached and incorporated herein by reference for all purposes;

**3.3** **Payment.** Participant shall pay to County the amount listed in Exhibit D which is the agreed upon amount for Participant's share of the total cost of the Program less federal and state funding.

**3.4** In lieu of paying the actual dollar amount stated in this Agreement, Participant has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.

**3.5** This Agreement is contingent upon Participant's appropriation of funds, or ability to perform in-kind services as described in Section 3.4 of this Agreement, for the services set forth herein. In the event Participant fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

**IV.  
ASSURANCES**

**4.1** County shall operate and supervise the Program.

**4.2** Nothing in this Agreement shall be construed to restrict the authority of Participant over its health programs or environmental health programs or to limit the operations or services of those programs.

**4.3** Participant agrees to provide to or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County, and County shall not be liable to Participant or any third party for the condition of the ILA for Coordinated Health Services

facilities, including any premises defects.

**4.4** Participant and County agree that other cities, towns, or municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.

**4.5** Each Party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying Party.

**V.**  
**FINANCING OF SERVICES**

**5.1** The health services provided under this Agreement will be financed as follows:

- A.** Participant and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
- B.** Participant shall pay to County, or provide in-kind services, Participant's share of budgeted costs that exceed the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C, and D for the appropriate Agreement Term.
- C.** County shall bill Participant each month an amount equal to one-twelfth (1/12) of Participant's share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- D.** Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Texas Government Code Chapter 2251.
- E.** Participant and County agree that no more than ten percent (10%) of Participant's cost of participating in the Program will be used for administration of the Program.

**VI.**  
**TERMINATION**

**6.1** **Without Cause:** This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) calendar days prior written notice to the other Party.

**6.2** **With Cause:** Either Party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other Party, for the following reasons:

- A.** Lack of, or reduction in, funding or resources;
- B.** Non-performance;

- C. The improper, misuse, or inept use of funds or resources directly related to this Agreement; or
- D. The submission of data, statements, and/or reports that are incorrect, incomplete, and/or false in any way.

**6.3 With Cause; Termination by County.** If County becomes subject to a state or federal legislative change, revocation of statutory authority, or lack of appropriated federal or state funds that would render County’s delivery or performance under this Agreement impossible or unnecessary, this Agreement may be terminated or canceled, either in whole or in part, and be deemed null and void, at County’s election.

**VII.  
RESPONSIBILITY**

**7.1** County and Participant agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct during performance of this Agreement, without waiving any governmental immunity available to County or Participant or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law.

**7.2** Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

**VIII.  
INSURANCE**

Participant and County agree that they will, during the Term of this Agreement, always maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Participant and County will be responsible for their respective costs of such insurance, all deductible amounts in any policy and any denials of coverage made by their respective insurers.

**IX.  
ACCESS TO RECORDS RELEVANT TO PROGRAM**

Participant and County agree to provide to the other, upon request, copies of the books and records relating to the Program. Participant and County further agree to give Participant and County health officials access to all Program activities. Both Participant and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and state law, as well as by DSHS.

**X.  
NOTICE**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered ILA for Coordinated Health Services

Mail, postage pre-paid, to the Party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days after the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

**If to Participant:**

Cynthia Olguin  
City Secretary  
P. O. BOX 500  
Hutchins, Texas 75141

**If to County:**

Dr. Philip Huang, Director  
Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, Texas 75207-2710

**and with a copy to:**

Barbara S. Nicholas  
Dallas County District Attorney's Office  
Chief, Civil Division  
500 Elm Street, Suite 6300  
Dallas, Texas 75202

**XI.  
IMMUNITY**

**11.1** This Agreement is expressly made subject to County's and Participant's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws.

**11.2** The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Participant or County has by operation of law or otherwise.

**11.3** Nothing in this Agreement is intended to benefit any third-party beneficiary

**XII.  
COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, Participant and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

**XIII.**  
**AMENDMENTS AND CHANGES IN THE LAW**

**13.1** No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

**13.2** Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

**XIV.**  
**ENTIRE AGREEMENT**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the Parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

**XV.**  
**BINDING EFFECT**

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

**XVI.**  
**GOVERNMENT FUNDED PROJECT**

If this Agreement is funded in part by either the State of Texas or the federal government, County and Participant agree to timely comply, without additional cost or expense to the other Party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision, or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

**XVII.**  
**DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

**17.1** In the event of a default by either Party, it is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

**17.2** The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.

**17.3** Both Parties have a duty to mitigate any damages.

**XVIII.**  
**FISCAL FUNDING CLAUSE**

**18.1** Notwithstanding any provisions contained herein, the obligations of County and Participant under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto.

**18.2** Participant and County shall have no right of action against the other Party in the event the other Party is unable to fulfill its obligations under this Agreement because of insufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms.

**18.3** In the event that County or Participant is unable to fulfill its obligations under this Agreement because of insufficient funding, or if funds become unavailable, each Party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other Party at the earliest possible time.

**XIX.**  
**COUNTERPARTS, NUMBER, GENDER AND HEADINGS**

**19.1** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**19.2** Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**XX.**  
**PREVENTION OF FRAUD AND ABUSE**

**20.1** Participant and County shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement.

**20.2** Any known or suspected incident of fraud or program abuse involving County or Participant’s employees or agents shall be reported immediately for appropriate action. Moreover, Participant and County warrant to be not listed on a local, county, state, or federal consolidated list of debarred, suspended, and ineligible contractors and grantees.

**20.3** Participant and County agree that every person who as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each Party shall, upon notice by the other Party, refund their respective expenditures that are contrary to this Agreement.

**XXI.**  
**AGENCY/INDEPENDENT CONTRACTOR**

**21.1** County and Participant agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either Party other than under the terms of this Agreement.

**21.2** County and Participant are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Participant.

**21.3** Participant and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

**XXII.**  
**TEXAS PUBLIC INFORMATION ACT**

**22.1 Public Information Act.** The Parties acknowledge and agree that they are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the “Texas Public Information Act” (hereinafter “Public Information Act”). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads, County Employees, agents and representatives (hereinafter “County Requestors”) and Participant, its employees, board members, managers, officers, agents, and representatives (the “Participant Requestors”) may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County Requestors or the Participant Requestors. It is further acknowledged and agreed that County Requestors and the Participant Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The Parties hereby release each other from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by the other or in the possession or knowledge of the other in compliance with a request under the Public Information Act, including or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

**22.2** Any Public Information Act request received by County or Participant for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the Party that received the Public Information Act request.

**XXIII.**  
**SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**XXIV.**  
**SIGNATORY WARRANTY**

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Participant or County, as the case may be.

*[Signatures on Following Page]*

*[Rest of Page Intentionally Left Blank]*

**EXECUTED** by the duly authorized Parties on the date written below:

**DALLAS COUNTY**

**CITY OF HUTCHINS, TEXAS**

\_\_\_\_\_  
**CLAY LEWIS JENKINS**  
Dallas County Judge

\_\_\_\_\_  
**MARIO VASQUEZ**  
Mayor

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

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

**RECOMMENDED:**

\_\_\_\_\_  
**PHILIP HUANG, MD, MPH**  
Executive Director, DCHHS

**APPROVED AS TO FORM FOR DALLAS COUNTY\*:**

**JOHN CREUZOT**  
DISTRICT ATTORNEY

**BARBARA NICHOLAS**  
DEPUTY ADMINISTRATOR, CIVIL DIVISION

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

\_\_\_\_\_  
**STEPHEN SIBLEY**  
Assistant District Attorney  
Dallas County DA's Office, Civil Division

\*By law, the District Attorney's Office may only advise or approve contracts, agreements, or legal documents on behalf of its clients. It may not advise or approve a contract, agreement, or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

## FEE SCHEDULE

**SEXUAL HEALTH CLINIC**

Initial Office Visits	\$35/visit
Medical Records Copies	\$12 each

**TUBERCULOSIS CLINIC**

TB Testing-Level I (Skin Test)	\$45/Visit
TB Testing-Level II (IGRA)	\$55 each
Chest X-Ray Copies	\$12 each

**LABORATORY**

GC Culture	\$14 each
GEN Probe GC/CT Combo	\$15 each
Trichomonas Testing	\$17 each
HIV 1&2 Test	\$15 each
HIV Test - Rapid	\$20 each
MTB Testing for TB	\$85 each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$8 each
HIV-1 Quant Viral Load	\$45 each
Hepatitis C Virus Quant	\$45 each
Hepatitis B Surface Antigen Screen	\$25 each
Hepatitis B Core Antibody	\$30 each
Hepatitis B Early Antigen	\$25 each
Hepatitis B Surface Antibody, Qual	\$40 each

**NURSING SERVICE**

Hepatitis A Havrix*	\$95/Injection
Hepatitis B (Heplisav)***	\$145/Injection
Hepatitis B Vaccine*	\$75/Injection
Pneumococcal (Capvaxive)	\$275/Injection
Twinrix*	\$140/Injection
Rabies (PE)	\$450/Injection
IPV	\$65/Injection
Adacel (Pertusis) (Tdap)	\$65/injection
HIB	\$30/injection
Japanese Encephalitis	\$410/Injection
Typhoid (Polysaccharide)	\$115/Injection
Typhoid (Oral)	\$130/ box
Yellow Fever Vaccine	\$230/Injection
Boostrix Vaccine*(Tdap)	\$60/Injection
MMR*	\$115/Injection
MMRV***	\$310/Injection
Influenza Vaccine	\$40/Injection
Influenza (High Dose)	\$85/Injection
Rabies Administrative Fee/ Serves State Vaccine	\$25 each
Foreign Travel Office Visit Fee TD*	\$25/visit \$50/Injection
COVID Vaccine (Adults)	\$155/Injection
COVID Vaccine (Pediatrics)	\$145/Injection

**Titer Blood Test Fees:**

Measles AB IGG, EIA	\$55 each
Mumps Virus IGG, EIA	\$55 each
Rubella IGG, EIA	\$55 each
MMR (IGG) Panel	\$165 each
Rabies	\$100 each
Hep B Surface AB QN	\$55 each
VZV (Varicella) IGG	\$60

**INFECTIOUS DISEASES**

Non-Contagious Disease Certification Letter \$20 each

Comprehensive TB Evaluation &amp; Treatment (Incl. Chest X-ray) \$80 each

Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Residual Clinical Specimens	\$5 each
Creatinine (Jaffee, Urine)	\$20 each
Creatinine (Enzymatic, Serum)	\$25 each
Complete Metabolic Panel 12+8AC	\$25 each
Drug Screen (Presumptive)	\$25 each
Hepatitis C Virus Antibody	\$15 each
Herpes Type 1 & 2 RNA	\$27 each
Mycoplasma Genitalium	\$20 each

Meningococcal (MCV4)*	\$265/Injection
Meningococcal (Penbraya)	\$260/Injection
Meningococcal (Penmenvay)	\$280/Injection
Shingrix	\$245/Injection
Hepatitis A (Pediatric)	\$50/Injection
Hepatitis B (Pediatric)	\$40/Injection
RSV Vaccine	\$320/Injection
DTaP (Daptacel)	\$45/Injection
DTap-HepB-IPV	\$95/Injection
Rotavirus	\$150/Injection
PCV13	\$240/Injection
PCV20 (PRENVAR)***	\$365/Injection
Meningitis B***	\$240/Injection
RSV Beyfortus (Pediatric)***	\$495/Injection
Dtap IPV Hib Hep B (Vaxelis)***	\$165/Injection
Cholera***	\$270/Injection
Flublok***	\$90/Injection

**Communicable Disease Program:**

Hepatitis A/B/C Screening General \$35/Test  
Hepatitis A/B/C Screening Qualified \$10/Test

**Immunization/VFC Program:**

Immunization Record \$12 each  
Foreign Travel Yellow Card \$5 each

**ASN-CC:**

Pneumococcal(PCV20)**	\$175/Injection
Varivax**	\$260/Injection
Gardasil (HPV)**	\$340/Injection

Note: (1)\*Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$15/shot. Effective August 1, 2023 ASNP no longer offered pneumococcal, varicella and human papillomavirus vaccines.

(2)\*\* Vaccines marked with double asterisks will be offered through DCHHS' Charity Care Program. Clients eligible to receive these vaccines must be at the 400% FPL and will be required to provide income documentation.

(3)\*\*\* Vaccines marked with triple asterisks are offered at Garland Public Health Clinic only.

**ENVIRONMENTAL HEALTH**

Septic Tank Inspection	\$310/Commercial/Business 260/Residential	Day Care Center Inspections	\$3/per child
Septic Tank Re-inspection	\$60/Residential	Day Care Re-inspection	\$50/establishment
Expedited Septic Tank Inspection Fee	\$110/Commercial \$100	Expedited Day Care Inspections	\$50/\$3 per child
Annual Group Home Inspection	\$50	Expedited Day Care Inspections	\$50/\$3 per child
Funeral Home Inspection	\$200	Foster Care Home Inspection	\$25/establishment
FHA, VA, Conventional Loans	\$125/Licensed \$150/Unlicensed	Foster Care Home Re-Inspection	\$15/establishment
Half-Way Houses & Boarding Homes, Residential	\$75/plus \$25 for each additional unit on site	Expedited Foster Care Inspection	\$50/establishment
Sub-division Plat Approval	\$200/Residential \$150/Commercial	Food Handler Class	\$15/per person
Water Sample	\$50	Food Mgr. Cert. Program	\$100/per person
Mosquito Testing	\$35	Food Manager Re-certification	\$50/Test
Mosquito Spraying for Non-Contracting Cities	\$55/per mile	Food Mgr. Cert. Retesting	\$50/per person
Animal Control/Quarantine	\$7/per day	W/Multiple Test Sites	
Animal Control/Vicious Animal	\$12/per day	Temporary Food Permit	\$52/Single Event \$200/Multiple Events
Application for Inspection	\$150/Per Application		
Food Establishment Inspection – Category A	\$258//establishment		
Food Establishment Inspection – Category B	\$515/establishment		
Food Establishment Inspection – Category C	\$773/establishment		
Food Establishment Inspection Amendment – Category A	\$125/establishment		
Food Establishment Inspection Amendment – Category B	\$250/establishment		
Food Establishment Inspection Amendment – Category C	\$375/establishment		
Mobile Food Unit/Roadside Food Vendor/School Establishments Permit Fee		\$258	
Mobile Food Unit/Roadside Food Vendor/School Establishments Permit Amendment Fee		\$125	
Mobile Food Unit Replacement Permit Fee		\$10	

*Note: 1) # Indicates \$10 charge for State fee  
 2) The food establishment and mobile food unit inspection fees were changed in accordance with Senate Bill 1008, effective September 1, 2025  
 3) Food Establishment - Category A: Any food establishment that has annual gross volume of food sales between \$0 - \$49,999.99  
 4) Food Establishment - Category B: Any food establishment that has annual gross volume of food sales between \$50,000 - \$149,999.99  
 5) Food Establishment - Category C: Any food establishment that has annual gross volume of food sales between \$150,000 or more*

**CHRONIC DISEASE PREVENTION PROGRAM**

Fresh Produce – Tier A	\$0.50	Fresh Produce – Tier F	\$2.50
Fresh Produce – Tier B	\$0.75	Fresh Produce – Tier G	\$3.00
Fresh Produce – Tier C	\$1.00	Fresh Produce – Tier H	\$4.00
Fresh Produce – Tier D	\$1.50	Fresh Produce – Tier I	\$5.00
Fresh Produce – Tier E	\$2.00	Produce Box (Discounted)	\$10.00
Produce Box (General)	\$15.00		

\*Refer to Appendix A for items included in Tier A through I. Produce boxes are assorted packages of fruits and vegetables.

When making a payment online, please allow 3 to 6 business days for your payment to process with the department.

Online convenience fees are charged and collected by the card processor and are non-refundable:

Please verify all payment information entered is correct before proceeding with payment.

Fees for processing are below:

Credit Card Fee = 2.08% of amount charged (minimum of \$1.00)

Debit Card Fee = \$1.95 per transaction

# Dallas County Health and Human Services

## Annual Summary of Services

### January 1, 2024 thru December 31, 2024

**Exhibit B**

Municipality	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases
Addison	54	103	3,656	390
Balch Springs	137	137	3,706	51
Carrollton	417	262	4,627	217
Cedar Hill	162	237	8,270	181
Cockrell Hill	21	0	4,571	36
Coppell	397	55	4,100	230
Dallas	19,783	8,110	122,468	36,157
Desoto	258	367	4,879	222
Duncanville	276	200	2,395	199
Farmers Branch	605	94	9,069	177
Garland	3,315	717	18,006	459
Glenn Heights	97	102	2,344	15
Grand Prairie	1,058	457	14,260	722
Highland Park	0	0	6,051	72
Hutchins	98	50	9,777	16
Irving	3,351	833	11,849	918
Lancaster	280	364	11,066	209
Mesquite	1,632	656	11,565	468
Richardson	619	201	3,149	338
Rowlett	235	126	2,185	113
Sachse	73	24	421	47
Seagoville	140	65	3,397	51
Sunnyvale	21	5	61	93
University Park	0	0	672	33
Wilmer	19	36	6,550	13
Out of County	1,087	2,286	3,182	1,390
<b>Total</b>	<b>34,135</b>	<b>15,487</b>	<b>272,276</b>	<b>42,817</b>

# Dallas County Health and Human Services

## Contract Cost by Category

### FY2026

Exhibit C

## Municipality

	Tuberculosis	Sexually Transmitted Diseases	Laboratory	Communicable Diseases	FY '26 Contract Total
Addison	\$ 1,981	\$ 18,824	\$ 36,079	\$ 4,551	\$ 2,500
Balch Springs	\$ 22,212	\$ 25,738	\$ 31,964	\$ 3,378	\$ 9,377
Carrollton	\$ 60,694	\$ 36,879	\$ 38,517	\$ 12,057	\$ 23,823
Cedar Hill	\$ 41,714	\$ 39,952	\$ 78,965	\$ 2,674	\$ 2,498
Cockrell Hill	\$ 626	\$ -	\$ 44,797	\$ 891	\$ 1,011
Coppell	\$ 23,881	\$ 5,378	\$ 35,923	\$ 6,662	\$ 3,131
Dallas	\$ 1,817,052	\$ 1,283,274	\$ 1,228,196	\$ 716,234	\$ 1,754,252
Desoto	\$ 33,475	\$ 54,166	\$ 41,774	\$ 29,462	\$ 17,620
Duncanville	\$ 31,285	\$ 36,111	\$ 26,309	\$ 6,427	\$ 11,273
Farmers Branch	\$ 8,551	\$ 13,253	\$ 81,383	\$ 5,958	\$ 6,856
Garland	\$ 225,463	\$ 116,399	\$ 178,504	\$ 8,773	\$ 80,156
Glenn Heights	\$ 10,846	\$ 17,479	\$ 22,642	\$ 94	\$ 574
Grand Prairie	\$ 65,282	\$ 65,883	\$ 144,590	\$ 34,482	\$ 38,854
Highland Park	\$ -	\$ -	\$ 79,140	\$ 610	\$ 132
Hutchins	\$ 1,251	\$ 7,107	\$ 81,364	\$ 2,909	\$ 3,149
Irving	\$ 338,612	\$ 113,518	\$ 117,560	\$ 50,901	\$ 81,906
Lancaster	\$ 24,507	\$ 59,928	\$ 91,095	\$ 1,220	\$ 12,106
Mesquite	\$ 78,213	\$ 109,100	\$ 105,605	\$ 22,143	\$ 31,608
Richardson	\$ 42,444	\$ 29,196	\$ 32,803	\$ 14,778	\$ 23,756
Rowlett	\$ 25,550	\$ 18,824	\$ 19,229	\$ 751	\$ 4,925
Sachse	\$ 3,233	\$ 3,265	\$ 3,530	\$ 375	\$ 362
Seagoville	\$ 5,006	\$ 11,525	\$ 30,619	\$ 3,425	\$ 6,440
Sunnyvale	\$ 417	\$ 576	\$ 488	\$ 2,345	\$ 99
University Park	\$ -	\$ -	\$ 11,701	\$ -	\$ 48
Wilmer	\$ 1,356	\$ 6,339	\$ 50,784	\$ 516	\$ 2,597
Out of County	\$ 79,360	\$ 363,604	\$ 1,414,306	\$ 115,830	\$ 77,142

## Total

<b>\$ 2,943,011</b>	<b>\$ 2,436,319</b>	<b>\$ 4,027,867</b>	<b>\$ 1,047,446</b>	<b>\$ 2,196,195</b>
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# Dallas County Health and Human Services

## Total Contract Costs

### FY2026

**Exhibit D**

**Municipality**

Addison	\$ 2,500
Balch Springs	\$ 9,377
Carrollton	\$ 23,823
Cedar Hill	\$ 2,498
Cockrell Hill	\$ 1,011
Coppell	\$ 3,131
* Dallas	\$ 1,754,252
* Desoto	\$ 17,620
* Duncanville	\$ 11,273
Farmers Branch	\$ 6,856
* Garland	\$ 80,156
Glenn Heights	\$ 574
Grand Prairie	\$ 38,854
Highland Park	\$ 132
Hutchins	\$ 3,149
Irving	\$ 81,906
Lancaster	\$ 12,106
* Mesquite	\$ 31,608
* Richardson	\$ 23,756
* Rowlett	\$ 4,925
* Sachse	\$ 362
* Seagoville	\$ 6,440
Sunnyvale	\$ 99
University Park	\$ 48
Wilmer	\$ 2,597
* Out of County	\$ 77,142

**Total**

**\$ 2,196,195**

\*Non-contracting



# STAFF REPORT

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<b>MEETING DATE:</b>	January 5, 2026
<b>MEETING TYPE:</b>	City Council
<b>SUBMITTED BY:</b>	Blake Moore
<b>AGENDA CAPTION:</b>	Discuss and consider a Resolution for the City of Hutchins, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for the Fiscal Year 2025-2026. Presented by Blake Moore

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## **Background Information**

This Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services is renewed on an annual basis and requires City Council approval. This Agreement consists of two parts: Food Establishment Inspections: As indicated in this Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of \$210 from each food establishment for the first two inspections and \$105 for each additional follow-up inspection. All inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services. Environmental Health Services: Additionally, this Agreement also addresses environmental health services. Upon written request from the City, County will respond to vector and/or mosquito control complaints. Ground application services will include spraying for adult mosquitoes and treating standing water.

This agreement is renewed annually each fiscal year and is effective from October 1, 2025, through September 30, 2026.

## **Budget Implications**

No Changes To Fee Schedule.

**Operational Impact** N/A

**Legal Review** N/A

## **Staff Recommendation**

Staff recommends approval of an Interlocal Agreement between the City of Hutchins and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2025-2026.

## **Supporting Documentation and Attachments**

1. Resolution for Dallas County ILA -Food Establishment Agreement FY26

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R2026-01-1317**

**A RESOLUTION OF THE CITY OF HUTCHINS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HUTCHINS AND DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR THE FISCAL YEAR 2025-2026 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Hutchins, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

**WHEREAS**, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

**WHEREAS**, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

**WHEREAS**, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

**WHEREAS**, the City Council for the City of Hutchins, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Hutchins to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

**SECTION 1.** The Hutchins City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Dallas County for Food Establishment Inspections and Environmental Health Services, and the Mayor is hereby authorized, on behalf of the City of Hutchins, Texas to sign said Agreement.

**SECTION 2.** The Agreement is effective from October 1, 2025, through September 30, 2026, unless otherwise stated in the Agreement.

**SECTION 3.** All resolutions of the City of Hutchins heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions of the City of Hutchins not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is accordingly resolved.

**DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THE 5<sup>TH</sup> DAY OF JANUARY 2026.**

**APPROVED:**

\_\_\_\_\_  
MARIO VASQUEZ, MAYOR

**ATTEST:**

\_\_\_\_\_  
CYNTHIA OLGUIN, CITY SECRETARY

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF HUTCHINS

**SECTION 1: PARTIES**

This Interlocal Agreement (“**Agreement**”) is made by and between the City of Hutchins, Texas (“**City**”), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (the “**County**” or “**DCHHS**”), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and Texas Health and Safety Code Chapter 121, Local Public Health Reorganization Act, along with Title 25 Texas Administrative Code, Part 1, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City’s jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as a “**Party**”, or collectively, as the “**Parties**”.

**SECTION 2: TERM**

The term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2026 unless otherwise stated in this Agreement (“**Term**”).

**SECTION 3: INSPECTION SERVICES AND REQUIREMENTS**

- A. The City shall be responsible for the administration of the permit for each food service establishment, retail food store, and temporary food service establishment, as defined by Texas Health and Safety Code Chapter 437, (hereinafter a “**Food Establishment**”).
- B. The County will perform a minimum of two (2) risk-based inspections (one every six months), during the Term, of each Food Establishment for which the City has submitted an inspection request and for which a fee has been collected from the said Food Establishment for the inspection.
- C. Additional follow-up inspections will be performed as deemed necessary by the County.
- D. All fees contemplated within this Agreement must be in compliance with Texas Health and Safety Code Section 437.0126.
- E. Any additional request for follow-up inspections by the City of Food Establishments, including Food Establishments that are closed due to non-compliance with the state and other applicable rules and regulations may be charged additional fees, if permitted by law.
- F. Each Food Establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations.
- G. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

**SECTION 4: FEES AND PAYMENTS TO THE COUNTY**

A. The City will collect and submit to the County a fee of Two Hundred and Ten and 00/100 Dollars (\$210.00) per Term for each Food Establishment to be inspected.

B. The City will collect One Hundred and Five 00/100 Dollars (\$105.00) to be paid to the County for a re-opening or inspection fee of a Food Establishment that has been closed due to non-compliance with Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

C. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

D. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES**

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes (“adulticiding”), and treating standing water with larvicide (“larvaciding”).

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County’s emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City’s proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

**SECTION 6: RECORDS**

The County will keep a copy of all Food Establishment (and environmental health service, if applicable) inspection reports and will on a monthly basis send such inspection reports to the City. If either Party receives a third-party request for inspection records, the receiving Party will respond in accordance with Texas Government Code, Chapter 552, also known as the “Texas Public Information Act,” including providing the other Party with notice and an opportunity to respond to the request by notifying the Texas Attorney General.

**SECTION 7: TERMINATION**

A. Without Cause: This Agreement may be terminated in writing, without cause, by either Party upon thirty (30) days’ prior written notice to the other Party.

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

**SECTION 8: CITY ORDINANCE**

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of Food Establishments by a Registered Professional Sanitarian. The City may require the payment of a fee(s) by each Food Establishment, and all fees must be compliance with Senate Bill 1008, Acts of the 89<sup>th</sup> Texas Legislature, 2025. Ordinance enforcement shall remain the responsibility of the City.

**SECTION 9: INDEMNIFICATION**

**A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.**

**B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.**

**C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.**

**D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.**

**E. THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY AND THE CITY'S GOVERNMENTAL IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE, AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY OR CITY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD-PARTY BENEFICIARY.**

**SECTION 10: INSURANCE**

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City’s insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

**SECTION 11: NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge  
Dallas County  
500 Elm Street, Suite 7000  
Dallas, Texas 75202

CITY

Cynthia Olguin  
City Secretary  
P. O. BOX 500  
Hutchins, Texas 75141

With copy to:

Philip Huang, Director DCHHS  
2377 N Stemmons Fwy #800  
Dallas, TX 75207

And to:

Dallas County District Attorney – Civil Division  
500 Elm Street, Suite 6300  
Dallas, Texas 75202

**SECTION 12: MISCELLANEOUS PROVISIONS**

**12.1 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the Parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

**12.2 COUNTERPARTS, NUMBER/GENDER, AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement

**12.3 SEVERABILITY**

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**12.4 FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

**12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

**12.6 GOVERNMENTAL IMMUNITY**

**This Agreement is expressly made subject to City’s and County’s Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.**

**12.7 COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

**12.8 RELATIONSHIP OF PARTIES**

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

**12.9 CONTRA PROFERENTUM**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

**12.10 ASSIGNMENT**

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City’s interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County’s duties to perform this Agreement is subject to formal approval by the Hutchins City Council.

**12.11 CONTINUING OBLIGATIONS**

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

**12.12 FORCE MAJEURE**

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

**12.13 BINDING EFFECT**

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

**12.14 SIGNATORY WARRANTY**

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025. ("Effective Date")**

**FOR DALLAS COUNTY:**

**FOR CITY:**

\_\_\_\_\_  
BY: Clay Lewis Jenkins  
County Judge

\_\_\_\_\_  
BY: Mario Vasquez  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Recommended:**

\_\_\_\_\_  
BY: Dr. Philip Huang  
Director, DCHHS

**Approved as to Form for Dallas County\*:**

JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY  
DALLAS COUNTY, TEXAS

BARBARA NICHOLAS  
CHIEF, CIVIL DIVISION

\_\_\_\_\_  
BY: Brandon W. Carr  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).