



Duncanville City Council Meeting Agenda
via ZOOM videoconference Duncanville City Hall
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, August 18, 2020
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting by video conference at 6:00 pm on Tuesday, August 18, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, August 18, 2020, email citysecretary@duncanville.com and title the email “Public Comment – August 18th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_UOykKzHeRU6apcjoAkzopQ

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

- | | | |
|----|--|--------|
| A. | Briefing to City Council on Food Trucks.
Food Trucks | 5 - 6 |
| B. | Receive a presentation discussing the status of the Advanced Metering Infrastructure (AMI) program plan.
Automated Metering Infrastructure (AMI) Program Plan | 7 - 8 |
| C. | Discuss Annual City Council Calendar.
Annual City Council Calendar | 9 - 12 |

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code, Deliberations about Real Property, to deliberate the purchase, exchange, lease, or value of real property, to wit: real properties generally located south of Wheatland Rd., east of Cedar Ridge and west of Cockrell Hill Rd.

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all

persons addressing are subject to council adopted rules and limitations permitted by law”

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, August 18, 2020, email citysecretary@duncanville.com and title the email “Public Comment – August 18th. You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments.

The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- | | | |
|----|--|---------|
| A. | Consider the Minutes for the July 21, 2020 City Council Regular Meeting, and the July 27 and July 28, 2020 City Council Special Meetings.
2020-07-21 - City Council Minutes - UNAPPROVED
2020-07-27 - Board and Commission - Minutes - UNAPPROVED
2020-07-28 - Board and Commission - Minutes - UNAPPROVED | 13 - 23 |
| B. | Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on November 3, 2020, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.
Joint Election Agreement and Election Services Contract | 24 - 53 |
| C. | Consider a Resolution authorizing a purchase with Vermeer Texas-Louisiana for 500-gallon VAC Trailer through the Local Government Purchasing Cooperative (BuyBoard) Contract #597-19; in an amount not to exceed \$57,904.55.
Cooperative Purchasing Agreement with Vermeer Texas | 54 - 65 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|--|---------|
| A. | Consider a Resolution authorizing the award of bid IFB No. 2020-068 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit ‘A’, in an amount not to exceed \$163,450.00.
Demolition Services to Midwest Wrecking Company of Texas | 66 - 78 |
| B. | Consider a Resolution approving the terms and conditions of the Interlocal Cooperation Agreement by and between the City of Duncanville, Texas and the City of DeSoto, Texas for the use of the DeSoto Tri-Cities Jail Facility for the handling, processing, housing and | 79 - 95 |

detention of persons arrested by the City of Duncanville Police Department.

[Tri-City Jail Inter-local Agreement](#)

- C. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

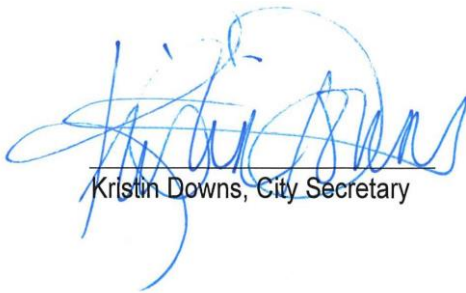
- A. Receive the Library Quarterly Report.

96 - 100

[POWERPOINT - Library Quarterly Report](#)

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, August 14, 2020 at 3:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

"PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN"

"DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA"



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Briefing to City Council on Food Trucks.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- WorkPlan Item N/A

STAFF RESPONSIBLE:

Bryan G. Ramey II, P.E - Public Works Director

BACKGROUND/HISTORY:

Currently, Duncanville only permits Food Trucks under Special Events Permit, i.e. 4th of July. In the last year, the City has received multiple inquiries from local commercial/industrial businesses, food truck operators, and property owners regarding expanding food truck availability in Duncanville.

Resolution No. 2019-099, approved on 10/15/2019, identified the City Council's Strategic Pillars. Expanding food truck availability in Duncanville would fall under the following Strategic Pillars:

- Re-imagine Main Street and City Center Area
- Promote innovative ideas for development and re-development
- Advance marketing strategy of the City

The Food Truck Briefing will present some background information and seek City Council feedback on the following:

- Does Council want to allow food trucks to operate in the City beyond Special Events?
- Where does Council want to allow food trucks to operate?
- What considerations does Council want staff to examine when determining an appropriate permit fee?
- Additional guidance for staff?

POLICY EXPLANATION:

City Council guidance is requested before staff can proceed with a new ordinance.

FUNDING SOURCE:

N/A

Contract Log #:

NA

RECOMMENDATION:

N/A



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Receive a presentation discussing the status of the Advanced Metering Infrastructure (AMI) program plan.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 6. Become a “best-practices” organization
 - Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.

STAFF RESPONSIBLE:

Tracy Beekman, Information Technology Director
Richard Summerlin, Finance Director

BACKGROUND/HISTORY:

Advanced Metering Infrastructure or AMI is an integrated system of smart meters, communications networks, and data management systems that enables two-way communication between utilities and customers. AMI will provide functions that were not possible or done manually, such as the ability to automatically and remotely measure water use, connect and disconnect service, and help with detection of leaks. The addition of smart meters will offer customers and the city a number of benefits such as:

- Timely water usage data
- Accurate billing
- Water revenue optimization
- Water leak detection
- Scalability
- Pin-point accuracy

Beginning with fiscal year 2017, the City has held funding in reserve for this project. In FY17, 1.5 million was placed in reserve and an additional 3.5 million was placed in reserve in FY20. During the March 17, 2020 City Council briefing, City Council received a presentation on the AMI program with an estimated timeline and the steps involved in that timeline. During the subsequent City Council meeting held April 7, 2020, City Council approved the purchase of Tyler Technologies Utility Billing Customer Information Suite (UBCIS) module to our current Electronic Resources Planning (ERP) software to the overall AMI project. This item will present preliminary estimates on the additional program costs and long term savings and goals of the overall program and introduce Performance Services Inc. as a potential partner for the implementation of this portion of the overall project.

POLICY EXPLANATION:

The purpose of this item is to present a status on implementation of the Automated Metering Infrastructure (AMI) program plan as we move into the smart meter installation phase of this overall project.

FUNDING SOURCE:

Utility Fund

Contract Log #:

N/A

RECOMMENDATION:

N/A



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Discuss Annual City Council Calendar.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America
 - Goal: N/A

STAFF RESPONSIBLE:

Paul Frederiksen, Interim City Manager

BACKGROUND/HISTORY:

Discussion on continued videoconferencing of regular City Council meetings.

Discussion regarding other meetings as necessary.

POLICY EXPLANATION:

City Council discuss 2020 calendar of events and provide input to staff for planning purposes.

FUNDING SOURCE:

NA

Contract Log #:

NA

RECOMMENDATION:

City Council discussion and input to 2020 calendar of events for City Council.

ATTACHMENTS:

[Attachment 1 - City Council Calendar](#)

ATTACHMENT 1

August 2020

August 2020							September 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3	4 6:00pm City Council Meeting (ZOOM)	5	6	7	8
9	10	11	12	13 6:00pm Budget Meeting (Briefing Room and Chambers) - City Council Calendar	14	15 duncanSWITCH - Chamber Event
16	17	18 6:00pm City Council Meeting (ZOOM)	19	20	21	22
23	24 Kristin - Vacation	25	26 6:00pm BC appointments ????? (ZOOM)	27	28	29
30	31 6:00pm SGR - applicant pool/selection of semifinalists - EXECUTIVE SESSION	Sep 1	2	3	4	5

City Council Calendar

1

8/11/2020 11:08 AM

ATTACHMENT 1

September 2020

September 2020							October 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5	4	5	6	7	1	2	3
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	2	3	4 Mayor - Vacation	5
6	7	8	9 Mayor - Vacation	10	11	12
13 Mayor - Vacation	14 6:00pm Joint Meeting w/Park Board	15 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	16	17	18	19 duncanSWITCH - Chamber Event Tri-Cities Gala moved to April 17, 2021
20	21 6:00pm Joint Meeting w/P&Z	22 6:00pm SGR - review semifinalists/facilitate the selection - EXECUTIVE SESSION (BRIEFING ROOM)	23	24 6:00pm Town Hall - Fire Station #1 Design (Senior Center)	25	26
27	28 6:00pm Joint Meeting w/DCEDC	29	30	Oct 1	2	3

City Council Calendar

1

8/11/2020 11:08 AM

ATTACHMENT 1

October 2020

October 2020							November 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3	1	2	3	4	5	6	7
11	12	13	14	8	9	10	8	9	10	11	12	13	14
18	19	20	21	15	16	17	15	16	17	18	19	20	21
25	26	27	28	22	23	24	22	23	24	25	26	27	28
				29	30	31	29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 27	28	29	30	Oct 1	2	3
4	5 6:00pm Joint Meeting w/P&Z	6 National Night Out - CANCELED 6:00pm City Council Meeting (City Council Briefing Room /	7	8	9	10
11	12	13	14	15	16	17 duncanSWITCH - Chamber Event
18	19	20 6:00pm City Council Meeting (City Council Briefing Room / Chambers)	21	22	23	24 9:00am Fire Truck Pull (Armstrong/Kidsville Park)
25	26	27	28	29	30	31

City Council Calendar

1

8/11/2020 11:08 AM

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, July 21, 2020

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, July 21, 2020, at 6:00 p.m. via video conference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

Mayor Barry L. Gordon
Councilmember Joe Veracruz
Mayor Pro Tem Don McBurnett
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

COUNCIL ABSENT:

Councilmember At-Large Patrick Harvey

STAFF VIA VIDEO
CONFERENCING:

IT Director Tracy Beekman
Economic Development Director Jessica James
Public Works Director Greg Ramey
City Secretary Kristin Downs
Interim City Manager Paul Frederiksen
City Attorney Shelby Pearcy
City Attorney Robert Hager

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

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This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – July 21st. All public comments submitted by 4pm on Tuesday, July 21, 2020 will be provided to the City Council members and entered into the record for the July 21, 2020 City Council Special Meeting.

Register in advance for this webinar:
https://us02web.zoom.us/join/register/WN_eNgrV7TeRZerCeumsl41MA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and Interim City Manager Frederiksen reviewed each item. Item 4B - Consider approval of a Resolution approving shared-use bike lanes locations and implementation utilizing the 2018 Bond Funds for trails. At the joint meeting with the Park Board in February the establishment of the map for shared use lanes that created a trail loop within the City was agreed upon. At the Budget Workshop held on June 9, 2020, Council requested to add Cockrell Hill Road and Wintergreen Avenue of the Stars as additional shared use lanes. In order to implement the signage and identify the shared bike lanes, the cost will be approximately \$50,000.00.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. *Receive a presentation from Jason Hughes with Hilltop Securities and hold a discussion on Public Improvement Districts (PIDs).*

Economic Development Director James introduced Jason Hughes with Hilltop Securities. Mr. Hughes presented the item. The following was discussed; what a Public Improvement District (PID) is, what a PID can do, how a PID is established, what is provided in a service and assessment plan/feasibility report, a recommendation of an advisory board, determination of assessment, administrative responsibilities, and the comparison between a Tax Increment Reinvestment Zones (TIRZ) and PIDs.

Mayor Gordon questioned the additional cost to the property owners; would the landowners have to start their own petition to start a PID, would the petitioners then establish the boundary lines for the PID, or would it be by individual property. Mr. Hughes stated if it was a new development then the boundary lines would be submitted to Council for review. However, if it is an existing development then yes, the petitioners would submit their recommendation based on tax value, number of owners, and area. Hilltop Securities would work with Council and staff to determine what the boundaries would be. The boundaries must occur in area that will benefit from a PID. For example, you would not include a stretch of businesses if there was no benefit for them.

Councilmember Jameson questioned who would initiate the PID if the land has already been developed. Mr. Hughes stated it would be the property owners, in conjunction of talks with the City.

Mayor Pro Tem McBurnett questioned if the requests would go to the Planning and Zoning Commission first. Mr. Hughes stated yes, most do, especially on the capital side.

Finance Director Summerlin questioned if staff would be responsible for the accounting and reporting. Mr. Hughes stated yes, because it is an entity controlled by the City and will show up in the audit. The PID administrator would handle all the information and then turn it over to staff on September 30th.

Councilmember Cooks provided background information on the PID and explained his experience with the maintenance area. A PID can help establish a name or wall to help enhance the overall community; increasing home values.

I.2.B. Discuss potential options for utilizing Duncanville CARES ACT funding.
Economic Development Director James presented the item. The following items were discussed; eligible expenses, fund details, recap of funding breakdown, program comparisons, benefits of a business and a residential program with Dallas County, and proposed funding allocation.

I.2.C. Discuss the City Council Calendar.

City Council Concluded:

- All August Joint Meetings will be postponed.
- August 4, 2020 City Council Meeting to be held via ZOOM.
- August 13, 2020 Budget Workshop to be held in person.
- August 18, 2020 City Council Meeting to be held via ZOOM.

II. EXECUTIVE SESSION

II.1 City council shall convene into closed executive session pursuant of Section 551.087 of the Texas Government Code, 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; or**
- 2. To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

Regarding to wit: real properties generally located north of Wheatland Rd., east of Cedar Ridge, west of Cockrell Hill Rd, and south of Redbird Lane.

Executive Session was moved until after the Staff and Board reports.
Mayor Gordon recessed the Briefing Session at 7:42 p.m.

III. **REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)**

The City Council convened into Regular Session in the Council Chambers at 7:43 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Councilmember Veracruz.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. **REPORTS**

III.1.A. **Mayor's Report.**

Mayor Gordon encouraged all citizens to wear their masks and take all precautions to help reduce the numbers of COVID-19.

III.1.B. **Councilmembers' Reports**

Councilmember Cooks encouraged all citizens to complete their 2020 census.

Councilmember Cooks invited all citizens to attend:

Meet, Connect & Learn

July 25, 2020

10:00am – 11:15am

ZOOM

Topic: The Education Outlook is Bright

Guest: Dr. Marc Smith, Duncanville ISD Superintendent

Councilmember Jameson offered her condolences on the passing of Congressman John Lewis.

Mayor Pro Tem McBurnett offered his condolences on the passing of Allan Powell and encouraged all citizens to compete their 2020 census.

III.1.C. **City Manager's Report.**

None.

III.2. **PROCLAMATIONS AND PRESENTATIONS**

III.3. **CITIZENS' INPUT**

“Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting.

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

No comments were submitted.

III.4. **CONSENT AGENDA**

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

Consider a Resolution authorizing an amendment to Resolution 2020-004 approved on January 21, 2020 for an increase in the amount of \$30,001.00

at the approved rate for a new annual amount up to \$102,501.00 with Visiting Nurse Association using Interlocal Cooperative Contract with the City of Grand Prairie Contract #17124, for the senior meal program service.

- III.4.A. Consider the Minutes for June 8, 2020 Budget Workshop Special Meeting, June 9, 2020 Budget Workshop Special Meeting, June 16, 2020 City Council Regular Meeting, and the July 7, 2020 Special Meeting.
- III.4.B. Consider approval of a Resolution approving shared-use bike lanes locations and implementation utilizing the 2018 Bond Funds for trails.
- III.4.C. Consider a Resolution authorizing award of bid IFC # 20-018 to Elite Striping, LLC; for pavement marking for an annual amount up to \$112,409 with annual renewal options; providing for a novation of previous bid, award or renewal.
- III.4.D. Consider a Resolution authorizing a Purchase Agreement with Sam Pack’s Five Star Ford LTD. using the (BuyBoard) Contract #601-19 and Tarrant County Commissioners Court Bid 2019-041 in the amount of up to \$142,534.90.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 6 for, 0 against, with Councilmember At-Large Patrick Harvey absent.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

- III.5.A. Consider approval of an Ordinance abandoning a portion of Shady Trail Drive known as described, depicted and authorized in Exhibit “A”; providing that said ordinance shall constitute a quitclaim deed that may be recorded with the County Clerk of Dallas County Texas.
Public Works Director Ramey presented the item.

Mayor Pro Tem Don McBurnett made a motion to approve the item as stated, Councilmember Mark D. Cooks seconded the motion. The vote was cast 6 for, 0 against, with Councilmember At-Large Patrick Harvey absent.

- III.5.B. Consider a Resolution approving the usage of CARES ACT funding and a Letter of Intent by and between Dallas County, Texas and the City of Duncanville to participate in the Dallas County Emergency Business Assistance Program under the Coronavirus Aid Relief and Economic Security Act (CARES ACT) under the terms and conditions as stated in the Letter.
Economic Development Director James presented the item.

Fund Usage Opportunities:

- The City has learned that straight time and emergency leave associated with the pandemic are now considered eligible employee payroll costs that can be recovered by this funding. This increases the amount of reimbursable expenses the City can recover from the original estimated \$434,610 to \$703,050.
- Dallas County has provided Duncanville the opportunity to partner with their Dallas County Emergency Business Assistance Program (EBAP). This means the County will administer the funds Duncanville provides to them for business assistance.



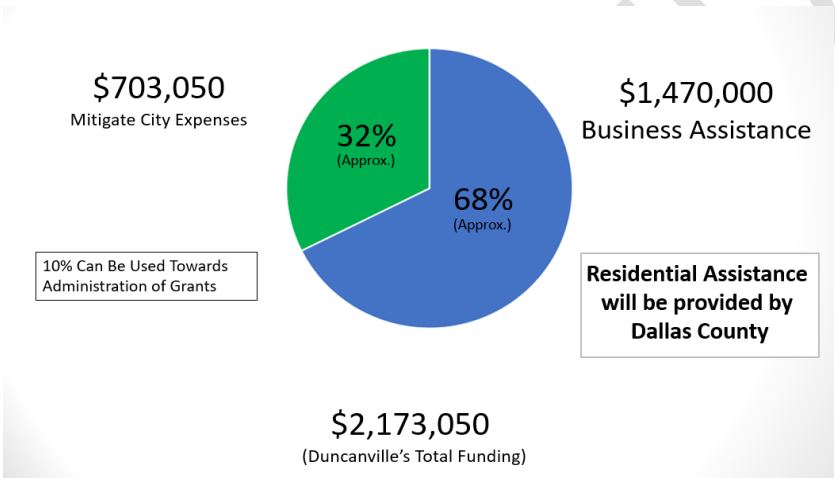
- In addition, Duncanville can partner with Dallas County on their residential assistance program. Dallas County has enough funds available to assist residents of the County through December.

Benefits of a Business and Residential Program Partnership with Dallas County:

Most efficient use of funds as it:

- there is no cost to the City to partner with County, and
- the County will be utilizing their own funds - not Duncanville's funds, and
- the City will only pay a 7% administrative fee for the City of Duncanville business funds disbursed, and
- ensures legal compliance with the federal government eliminating future clawbacks for this portion of the money, and
- minimizes required documentation, reporting, and audit exposure, and
- reduces wait time for businesses and residents to receive needed assistance, since the programs are already up and running, and
- streamlines the process as Dallas County already has programs established and are being administered by a third party, and
- reduces the amount of staff time associated with administering the programs - the City does not have the amount of staff needed to properly administer these programs nor does Duncanville local non-profits

Proposed Funding Allocation:



Proposed Funding Allocation Plan:

- A. (\$703,050) - Mitigate City Expenses
- B. (\$1,470,000) - Business Assistance
- C. Approve the Letter of Intent between Dallas County, Texas and the City of Duncanville to participate in the Dallas County Emergency Business Assistance Program under the CARES ACT.

Councilmember Johnette Jameson made a motion to approve the item as stated, Mayor Pro Tem Don McBurnett seconded the motion. The vote was cast 6 for, 0 against, with Councilmember At-Large Patrick Harvey absent.

III.5.C. Take any necessary action as a result of the Executive Session.

Item was moved until after Staff and Board reports.

III.6. STAFF AND BOARD REPORTS

III.6.A. Receive the Monthly Financial Report as of May 31, 2020.

There were no questions.

III.6.B. Receive the Fire Department Quarterly Report.

There were no questions.

III.6.C. Receive the Police Department Quarterly Report and the Police Department's Use of Force Discussion.

Chief Brown presented the Use of Force presentation as requested by Councilmember Cooks.

Policy Development:

- A recognized police agency by the Texas Police Chiefs Association Best Practices Recognition Program
- The Recognition Program evaluates a Police Department's compliance with over 168 Best Business Practices for Texas Law Enforcement.

These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of an individual's rights

- Received the award of "Recognized Law Enforcement Agency" from the Texas Police Chiefs Association Law Enforcement Recognition Program in 2016 and received re-recognition status in 2020
- Transparency in reporting high liability areas

A report is prepared and presented to the City Manager and City Council each month noting the number of use of force incidents, number of police pursuits, and the number of internal/external complaints.

Any disciplinary action taken is also noted in the monthly report

- Arrest and use of force authority derived from Chapter 9 of the Texas Penal Code

Policy Highlights:

- Our Use of Force policy was updated on June 18, 2020

Chokeholds and carotid artery neck restraints are prohibited

Duty to intervene and stop excessive force by another officer required

- Officers may only use the force that appears reasonably necessary to effectively bring an incident under control
- Use of unnecessary force will not be tolerated
- The level of cause or justification for using any force on a free citizen is the objective reasonableness standard of the Fourth Amendment (Objectively Reasonable Standard is the facts or circumstances, which would cause a reasonable officer to act or think in a similar way under similar circumstances. *Graham v. Connor*, 490 U.S. 386 (1989) 396-397)
- Once the officer recognizes the force justification has changed (e.g. compliance or control), the officer must reassess the force application to a reasonably objective choice
- Every use of force action is reviewed by our Personnel and Training Unit and the officer's Chain of Command
- Officers involved in the use of deadly force will be placed on administrative leave pending investigation

8 Can't Wait Campaign

8 Can't Wait Campaign list policies governments can adopt to reduce use of force.

- **Ban chokeholds and strangleholds** – The Duncanville Police Department has a written directive that prohibits the use of chokeholds and carotid artery neck restraints. The only exception to the use of a chokehold or a carotid artery neck restraint could be when the officer involved is justified in the use of deadly force. We do not teach these types of restraints.
- **Require de-escalation** – De-escalation, as well as training on the concept of implicit bias, are part of our ongoing training program. This training is presented during the basic police academy. Additional training is provided after the officers' graduate from the basic police academy.
- **Require warning before shooting** – In situations where an officer reasonably believes a person will cause imminent death or serious bodily injury if not immediately apprehended, the officer should, where feasible, identify themselves and give a verbal warning that deadly force may be used.
- **Exhaust all other means before shooting** – The men and women of the Duncanville Police Department prioritize the sanctity of life in every situation. Our written directive states, "It is the policy of this law enforcement agency that officers use only the force that appears reasonably necessary, and under the circumstances, to effectively bring an incident under control while, protecting the life of the officer and/or others."
- **Duty to intervene and stop excessive force by other officer** – The Duncanville Police Department requires any officer present and observing another officer, regardless of rank, using force that is clearly beyond that which is objectively reasonable under the circumstances

shall, when in a position to do so, safely intervene to prevent the use of excessive force.

- **Ban shooting at moving vehicles** – While it is not banned, officers should move out of the path of an approaching vehicle. The practice is only allowed when the officer reasonably believes there are no other reasonable means available to avert the threat of the moving vehicle, or if deadly force other than the vehicle is directed at the officer or others. We do not shoot at a vehicle in an attempt to disable the vehicle.
- **Require use of force continuum** – The option of force used should escalate/de-escalate as individual circumstances dictate and in accordance with Chapter 9 of the Texas Penal Code. The Duncanville Police Department utilizes a force array, which places the officer in the center of a circle with all his/her options equally available. Officers shall only use that amount of force that reasonably appears necessary.
- **Require comprehensive reporting each time an officer uses force or threatens to do so** – All use of force actions are documented and reviewed by each officer's chain of supervisors, then analyzed by the department's Training and Personnel Unit and submitted to the Chief of Police.

Regular Session recessed at 8:29 p.m.

II. **EXECUTIVE SESSION**

The Executive Session was called into session at 8:36 p.m. and City Attorney Hager read the item into record.

II.1 **City council shall convene into closed executive session pursuant of Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations;**

- a. *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; or*
- b. *To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).*

Regarding to wit: real properties generally located north of Wheatland Rd., east of Cedar Ridge, west of Cockrell Hill Rd, and south of Redbird Lane.

The Council closed the Executive Session at 10:00 p.m.

Regular Session was reconvened at 10:02 p.m.

III.5.C. **Take any necessary action as a result of the Executive Session.**
No action was taken.

IV. **ADJOURNMENT**

The meeting was adjourned at 10:03 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Duncanville City Council Meeting Minutes
Special Meeting – Board and Commission Interviews
Monday, July 27, 2020

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, July 27, 2020, at 6:00 p.m. via video conference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

Mayor Pro Tem Don McBurnett
Councilmember Joe Veracruz
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson

COUNCIL ABSENT:

Mayor Barry L. Gordon
Councilmember At-Large Patrick Harvey

STAFF VIA VIDEO
CONFERENCING:

City Secretary Kristin Downs

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Special Meeting by video conference at 6:00 pm on Monday, July 27, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email “Public Comment – July 27th. All public comments submitted by 4pm on Monday, July 27, 2020 will be provided to the City Council members and entered into the record for the July 27, 2020 City Council Special Meeting.

Register in advance for this webinar:
https://us02web.zoom.us/webinar/register/WN_NJqee-hETGym-rf1YXCrFQ

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

- 1. CALL TO ORDER
- 2. RECEIVE PUBLIC COMMENTS (SEE ABOVE COMMENTS).
No one spoke.
- 3. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:
 - Audit Committee
 - Board of Adjustment
 - City Planning & Zoning Commission
 - Duncanville Community and Economic Development Corporation Board (DCEDC)
 - Duncanville Neighborhood Vitality Commission
 - Keep Duncanville Beautiful Board
 - Library Advisory Board
 - Multicultural Social Engagement Partnership
 - Park & Recreation Advisory Board
 - Sign Control Board
 - TIF (Tax Increment Financing Reinvestment Zone Number One)
 - Tri-Cities Animal Control Board

The City Council interviewed the applicants for the Boards and Commissions as listed.

- 3. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.
No discussion took place.
- 4. EXECUTIVE SESSION

The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One).
The City Council did not convene into Executive Session.
- 6. ADJOURNMENT
The meeting was adjourned at 9:24 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

UNAPPROVED

Duncanville City Council Meeting Minutes
Special Meeting – Board and Commission Interviews
Tuesday, July 28, 2020

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, July 28, 2020, at 6:03 p.m. via video conference with a quorum to wit:

COUNCIL VIA VIDEO
CONFERENCING:

Mayor Barry L. Gordon – left at 6:14 p.m.
Mayor Pro Tem Don McBurnett
Councilmember Joe Veracruz
Councilmember Monte Anderson
Councilmember Mark D. Cooks
Councilmember Johnette Jameson
Councilmember At-Large Patrick Harvey

COUNCIL ABSENT:
STAFF VIA VIDEO
CONFERENCING:

City Secretary Kristin Downs

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended by Office of the Governor on June 12, 2020, the City Council for the City of Duncanville, Texas will conduct a City Council Special Meeting by video conference at 6:00 pm on Tuesday, July 28, 2020, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email citysecretary@duncanville.com and title the email "Public Comment – July 28th. All public comments submitted by 4pm on Tuesday, July 28, 2020 will be provided to the City Council members and entered into the record for the July 28, 2020 City Council Special Meeting.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_r-l_rfJ-SbCP-hdRBwGSCq

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

1. CALL TO ORDER

Mayor Gordon stated a Special Meeting will be held to discuss the Boards and Commissions appointments. City Council will provide the City Secretary with their appointment recommendations and the City Secretary will discuss in privately with the individual if they owe any fines to the City. Any applicant who did submit an application and was not able to attend the interviews will be considered for a place on a board.

Mayor Gordon left the meeting at 6:14 p.m. due to an illness.

2. RECEIVE PUBLIC COMMENTS (SEE ABOVE COMMENTS).

No one spoke.

3. CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION
APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:

- Audit Committee
- Board of Adjustment
- City Planning & Zoning Commission
- Duncanville Community and Economic Development Corporation Board (DCEDC)
- Duncanville Neighborhood Vitality Commission
- Keep Duncanville Beautiful Board
- Library Advisory Board
- Multicultural Social Engagement Partnership
- Park & Recreation Advisory Board
- Sign Control Board
- TIF (Tax Increment Financing Reinvestment Zone Number One)
- Tri-Cities Animal Control Board

The City Council interviewed the applicants for the Boards and Commissions as listed.

3. DISCUSS APPOINTMENTS, DISMISSALS, DUTIES AND/OR ELIMINATION OF POSSIBLE BOARDS.

No discussion took place.

4. EXECUTIVE SESSION

The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to discuss appointments, dismissals and/or duties to the Planning and Zoning Commission, Board of Adjustment, Duncanville Community and Economic Development Corporation Board, and TIF (Tax Increment Financing Reinvestment Zone Number One).

The City Council did not convene into Executive Session.

6. ADJOURNMENT

The meeting was adjourned at 9:39 p.m.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

UNAPPROVED



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on November 3, 2020, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- 1. Most engaged citizens in America

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

At the February 4, 2020 City Council meeting, by Resolution 2020-009, the City Council called for an election to be held on Saturday, May 2, 2020. On March 31, 2020 City Council passed Resolution 2020-009R to postpone the May 2, 2020 Election to November 3, 2020 due to the COVID-19 pandemic.

The agreement is with Dallas County and other jurisdictions to hold the election as a Joint Election in accordance with Chapter 271 of the Texas Election Code. The contract agreement provides for the Dallas County Elections Administrator to perform and/or supervise the performance of any or all of the corresponding duties and functions on behalf of the City of Duncanville and other jurisdictions. The County has requested the City authorize entering into the contract by August 24, 2020.

The Dallas County Elections Department has changed the way voting will take place in Dallas County, with new voting equipment and Countywide Vote Centers. This will allow voters to vote conveniently during early voting and on election day no matter where you are in Dallas County. You can take advantage of any Polling Place on Election Day no matter where you live, work, or go to school.

On August 10, 2020 Dallas County provided the City Secretary with an estimated total cost for the November 3, 2020 Presidential/Joint Election of \$998.79 (attachment 1). Due to COVID-19, Elections Administrator Pippins-Poole provided a cut in the cost of election equipment. This is the first year the City of Duncanville will have an election using the Voting Centers. The City Secretary and Dallas County Election staff will start collecting data over the next two years to determine voting patterns and voter needs. The amount of \$998.79 will not be the new normal for election costs for the City of Duncanville. Voting Centers will reduce the cost over time however, Dallas County will need a couple years to gather data to determine those future costs.

POLICY EXPLANATION:

The Joint Elections Agreement Election Services Contract is among the City of Duncanville, Dallas County, and other jurisdictions for the Joint election to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

\$28,000.00 is allocated in the FY 19-20 General Government (City Secretary) budget for this expenditure; FY 19-20 total estimated election cost is \$998.79

Contract Log #:

1424

RECOMMENDATION:

Staff recommends approval of a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding election on November 3, 2020, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

ATTACHMENTS:

[Attachment 1 - Election Cost Estimate](#)

[Attachment 2 - Resolution No. - 2020-022 - Enter Joint Election Agreement for November 3, 2020 - with Exhibit](#)

ATTACHMENT 1



Dallas County Elections Department

NOVEMBER 03, 2020 PRESIDENTIAL/JOINT ELECTION

ESTIMATED COST INVOICE

Subject to Change

EXHIBIT - A

29 Entities

45 EV Locations

466 ED Vote Centers

REGISTERED VOTER SPLIT	Total	CODu
Total Number of Registered Voters	1,356,256	0
Split by 1	507,699	0
Split by 2	598,219	
Split by 3	25,215	1,581
Split by 4	0	
	0	
	0	
Total Splits	2,487,389	1,581
Total Units	1,815,816	395
Total Cost	\$4,171,414.02	\$907.99
% of Units	100%	0.02%

	Total	CODu
Election Total	\$4,171,414.02	\$907.99
Exceptional Cost (to be determined)	\$0.00	
Election Services Fee (ESF) 10% of Joining Entity's Election Total	\$105,573.13	\$90.80
Total Cost	\$4,276,987.15	\$998.79
Cost Per Registered Voter (With ESF)	\$1.72	\$2.36
Amount of Deposit	\$0.00	\$0.00
(Overpaid)/Underpaid	\$4,276,987.15	\$998.79

ENTITY ESTIMATED COST DUE



ATTACHMENT 1

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	CODu
POSTAGE					
2180	Printing of EV Mail Ballots (AC)	150,000	\$0.43	\$64,500.00	\$14.04
2180	EV Mail Ballot Kits (AC)	150,000	\$2.62	\$393,000.00	\$85.54
2180	EV Mail Bad Mail Kits (AC)	750	\$3.20	\$2,400.00	\$0.52
2170	Postage EV Ballots Mailed TBD	300,000	\$1.63	\$0.00	\$0.00
2170	Postage For Returned Mailed Ballots TBD	50,000	\$1.21	\$0.00	\$0.00
2170	Postage for Non-Returned Mailed Ballots TBD	250,000	\$1.21	\$0.00	\$0.00
2170	Postage Rejected / Incomplete Mail Ballots	750	\$1.62	\$1,215.00	\$0.26
EQUIPMENT RENTAL					
7030	Furniture Rental	Various EV Locations		\$3,000.00	\$0.65
7040	Model DS200 (tabulator/scanner)	73	\$464.10	\$0.00	\$0.00
7040	ExpressVote Ballot Marking Device ADA	120	\$89.50	\$0.00	\$0.00
7040	ExpressVote Ballot Marking Device	759	\$295.00	\$0.00	\$0.00
7040	Express Vote Printer	255	\$62.00	\$0.00	\$0.00
7040	Provisional Bags	45	\$5.00	\$0.00	\$0.00
7050	Van / Car Rental	3 24ft trucks for 1 month, 10 Mini vans for 1month		\$17,000.00	\$3.70
7211	Sprint/Frontier (Landline Charges)	Use of Service During EV Period		\$5,000.00	\$1.09
7213	Cellular Phones	Tech Phones		\$1,500.00	\$0.33
RENTAL BUILDINGS					
7010	Custodial Charges/Rental Charges	Various Locations		\$55,000.00	\$11.97
5590	Security at EV locations	Various Locations		\$25,000.00	\$5.44
PERSONNEL					
1020	Election Department Full Time Staff (ST)			\$500.00	\$0.11
1050	Central Count Full Time Staff (OT)	2 Staff @12days @Various hours @Various Pay Rates		\$1,200.00	\$0.26
1050	EV Clerks (OT)	350 clerks @81 Hours	17.31 p/h	\$490,738.50	\$106.82
1050	EV Judges (OT)	45 Judges @81 Hours	22.40 p/h	\$81,648.00	\$17.77
1050	Election Part-Time Regular (OT)	Various Part-Timers @Various Hours @Various Pay Rates		\$2,500.00	\$0.54
1050	Elections Full Time Staff (OT)	Various Staff @Various Days @Various Hours @Various Pay Rates		\$20,000.00	\$4.35
1050	Ballot Board Committee (OT)	24 Staff@ 12 days @ var hrs.	17.31 p/h	\$15,000.00	\$3.27
1050	Signature Verification Committee (OT)	36 staff@ 12 days @ var hrs.	17.31 p/h	\$18,000.00	\$3.92
1050	Ballot Board Judge (OT)	12 days @ var hrs.	22.40 p/h	\$1,600.00	\$0.35
1050	Signature Verification Supervisor (OT)	12 days @ var hrs.	17.31 p/h	\$1,400.00	\$0.30
1050	EV Mail Part-Time Clerks (OT)	var. people @ various hrs.		\$20,000.00	\$4.35
1050	EV Full Time Mail Supervisor (OT)	f @Various Hours @29.66p/h		\$0.00	\$0.00
1050	EV Techs (OT)	10 techs @ 81 hrs.	17.31 p/h	\$14,000.00	\$3.05
1050	Building Security (OT)	Var. Security Staff @Various Hours @Various Pay Rates		\$2,000.00	\$0.44
1050	Election Full Time Warehouse Staff (OT)	5 Staff @Various Hours @Various Pay Rates		\$5,500.00	\$1.20
1050	Warehouse Part-Timers (OT)	var. people @ various hrs.		\$4,000.00	\$0.87
1060	EV Clerks (ST)	350 clerks @ 80 hrs.	11.54 p/h	\$323,120.00	\$70.33
1060	EV Judges (ST)	45 Judges @ 80 hrs.	14.93 p/h	\$53,748.00	\$11.70

ATTACHMENT 1

1060	EV Judges Delivery (AKA Can Money)	45 @ 1day @ 25.00	\$25.00	\$1,125.00	\$0.24
1060	EV Election Department PT Regular (ST)	var. people @ various hrs.		\$3,500.00	\$0.76
1060	EV Mail Part-Time Clerks (ST)	var. pay @ various Hrs.		\$4,000.00	\$0.87
1060	Ballot Board Committee (ST)	24 people@ 12 days @ var hrs.	11.54 p/h	\$30,000.00	\$6.53
1060	Signature Verification Committee (ST)	12 days @ var hrs.	11.54 p/h	\$30,000.00	\$6.53
1060	Ballot Board Judge (ST)	12 days @ var hrs.	14.93 p/h	\$1,500.00	\$0.33
1060	Signature Verification Supervisor (ST)	12 days @ var hrs.	11.54 p/h	\$1,400.00	\$0.30
1060	EV Techs (ST)	10 techs @ 80 hrs.	11.54 p/h	\$9,500.00	\$2.07
1060	Warehouse Part-Timers (ST)	var. people @ various hrs.		\$8,000.00	\$1.74
1111	EV FICA	6.2%		\$16,000.00	\$3.48
1112	EV Medicare	1.45%		\$15,000.00	\$3.27
1113	EV PARS	1.3%		\$13,831.73	\$3.01
1150	EV Retirement Chargeback	12.43%		\$20,000.00	\$4.35
5590	EV Temp Employees			\$115,100.00	\$25.05
SUPPLY EXPENSE					
2180	Balotar Absentee Mail Ballots 17" 2 sided (ES&S)	150,000	\$0.22	\$33,000.00	\$7.18
2180	Sample Ballots hand out for voters 8.5x11in. double sided color paper (AC Printing)	1,700	\$2.1000	\$3,570.00	\$0.78
2180	Sample Ballots Large for Posting 11x17in. single side color paper (AC Printing)	112	\$1.08	\$120.96	\$0.03
2180	Ballot List for Early Voting Locations 8.5x11in. double sided (AC Printing)	300	\$3.38	\$1,014.00	\$0.22
2180	List of Declared Write-Ins for EV	0	\$0.03	\$0.00	\$0.00
2180	Official Express Vote Ballots 17"	500,000	\$0.13	\$62,500.00	\$13.60
2180	EV Quick Operations Guides	56	\$5.20	\$291.20	\$0.06
2180	Personal Appearance Labels (2 per EV voter In-	0	\$0.10	\$0.00	\$0.00
2880	EV Supplies for Early Voting	Misc./Forms/Binders		\$2,500.00	\$0.54
2880	EV Voted Rubber Stamps	0	\$1.05	\$0.00	\$0.00
2180	Judges Kits	45	\$80.00	\$0.00	\$0.00
SERVICE EXPENSE					
2013	Legal Notice	Legal Notice	\$20,000.00	\$20,000.00	\$4.35
5590	ES&S Project Management	1	\$66,000.00	\$66,000.00	\$14.37
5590	ES&S Ballot Layout and Coding assistance and overseeing	1	\$16,500.00	\$16,500.00	\$3.59
5590	ES&S Pre Election Mock Election	1	\$4,950.00	\$4,950.00	\$1.08
5590	ES&S EV Support	1	\$1,650.00	\$1,650.00	\$0.36
5590	EV IT Services (QNET)			\$15,000.00	\$3.27
5590	Print Mail Pro Services for EV Polling Location Change Cards			\$5,000.00	\$1.09
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
2910	Early Voting Equipment Delivery and Pickup by Warehouse	45	\$45.00	\$2,025.00	\$0.44
MILEAGE / FUEL					
1080	Warehouse /Elections Mileage	2,000	\$0.545	\$1,090.00	\$0.24
3095	Mileage for Runners/Gas		\$0.545	\$0.00	\$0.00
	Early Voting Total			\$2,126,737.39	\$462.93

ATTACHMENT 1

Exp Code	Election Day	Units / Description	Cost Per Unit	Estimated	CODu
EQUIPMENT RENTAL					
2180	ED Judge Kit	466	\$80.00		\$0.00
7030	ED Furniture Rental			\$15,000.00	\$3.27
7040	Election Supply Carts (ESC)	466	\$295.00		\$0.00
7040	Model DS200	480	\$464.10		\$0.00
7040	ExpressVote Ballot Marking Device (ADA)	3,500	\$295.00		\$0.00
7040	Express Vote Printer	3,500	\$62.00		\$0.00
7040	ExpressVote Booth	3,500	\$89.50		\$0.00
7040	ED Provisional Bags	466	\$5.00		\$0.00
7040	Regional Site Setup - Modems		\$150.00		\$0.00
7050	Truck Rental/Van Rental	Runners /Regional Sites		\$17,445.00	\$3.80
7213	Phone Lines/Bulletin Board/Internet access	Tech - Regional Sites - Polling Locations		\$5,000.00	\$1.09
RENTAL BUILDINGS					
7010	Location Rental	Various Locations		\$40,000.00	\$8.71
5590	Custodial Charges	Various Locations		\$25,000.00	\$5.44
PERSONNEL					
1020	Election Department Full Time Staff (ST)	Includes VR WH CC and Admin		\$1,000.00	\$0.22
1020	Dallas County Employees (ST)	Regular Pay Rate for Leave		\$700.00	\$0.15
1020	Traffic Control Officers (13 reg sites)	Election Night & Supply Pickup		\$15,000.00	\$3.27
1020	Regional Site Support (13 reg sites)	Election Night & Supply Pickup	\$20.00 p/h	\$45,000.00	\$9.80
1020	Emergency Response (Election Day)	Election Day - Judges and Clerks	\$20.00 p/h	\$14,000.00	\$3.05
1020	Phone Bank	Election Day	\$20.00 p/h	\$4,500.00	\$0.98
1020	ED Techs	Election Day	\$20.00 p/h	\$17,000.00	\$3.70
1020	ED EPB Techs	Election Day	25.00p/h	\$13,200.00	\$2.87
1020	Election Day Clerks	approx 5,000 @ approx 14 hours	\$16.00 p/h	\$1,120,000.00	\$243.79
1020	Election Day Judges	466 Judges @ 14 hours	\$18.00 p/h	\$117,432.00	\$25.56
1020	Delivery of Election Returns	466 @ \$25.00 each		\$11,650.00	\$2.54
1020	Building Security (ST)	Regular Pay Rate for Leave		\$400.00	\$0.09
1020	Sheriff Deputies (ST)	Regular Pay Rate for Leave		\$2,000.00	\$0.44
1050	Dallas County Employees (OT)	Election Day @ Regional Sites		\$3,500.00	\$0.76
1050	Building Security (OT)	Election Day @ Regional Sites		\$2,500.00	\$0.54
1050	Election Department Full Time Staff (OT)	Includes VR WH CC and Admin		\$30,000.00	\$6.53
		Various Staff @Various Days @Various Hours @Various Pay Rates			
1050	Election Part-Time Regular Admin. (OT)			\$2,500.00	\$0.54
		var. deputies var. supervisors var. runners			
1050	Sheriff Deputies (OT)			\$45,000.00	\$9.80
		6 Part-Timers @Various Hours @ various rates			
1050	Warehouse Part-Timers (OT)			\$4,500.00	\$0.98
		6 Part-Timers @Various Hours @ various rates			
1060	Warehouse Part-Timers (ST)			\$5,500.00	\$1.20

ATTACHMENT 1

1110	Social Security			\$3,000.00	\$0.65
1111	FICA	6.2%		\$8,000.00	\$1.74
1112	Medicare	1.45%		\$5,500.00	\$1.20
1113	PARS	1.3%		\$3,000.00	\$0.65
1150	Retirement Chargeback	12.43%		\$11,000.00	\$2.39
5590	Temporary Service	Various Temp Agencies		\$115,100.00	\$25.05
MILEAGE / FUEL					
1080	Mileage for Deputies	5,500	\$0.580	\$3,190.00	\$0.69
3095	Gas	Tech Cars and Trucks		\$2,500.00	\$0.54
SERVICE EXPENSE					
5590	ES&S L and A Testing 1 person 2 days	1	\$3,300.00	\$3,300.00	\$0.72
	ES&S Election Day Support (3-Days Technical support, 5 person each election)	1	\$24,750.00	\$24,750.00	\$5.39
5590	ROBIS (ED Support)	2 Persons Tech Team		\$5,000.00	\$1.09
5590	ED IT Services (QNET)			\$15,000.00	\$3.27
5590	Print Mail Pro Services for ED Judge/Alt Judge Appt. Letter, Judge/Alt Judge, Bilingual Conf. Cards, Change Cards			\$30,000.00	\$6.53
POSTAGE					
2170	Election Paychecks	7,000	\$0.55	\$3,850.00	\$0.84
PREPARATION & TRANSPORTATION OF VOTING EQUIPMENT					
2910	Atlantic Delivery and Pick-up	844	\$36.00	\$30,384.00	\$6.61
2910	Delivery and Pick-up (warehouse specials)	35	\$22.50		\$0.00
2910	Delivery and Pick-up (warehouse)	60	\$45.00		\$0.00
SUPPLY EXPENSE					
2180	Official ExpressVote Ballots (ES&S)	1,500,000	\$0.145	\$217,500.00	\$47.34
2180	Sample Ballots (AC Printing)	1,864	\$0.07	\$130.48	\$0.03
2180	List od Declared Write-Ins for ED (AC Printing)	0	\$0.03	\$0.00	\$0.00
2180	Official Ballot & Seal Certificate (ES&S)	469	\$6.35	\$2,978.15	\$0.65
2180	Blank Official Ballot and Seal Cert. (ES&S)	30	\$6.35	\$190.50	\$0.04
2880	Rubber Voting Stamps	930	\$1.05	\$976.50	\$0.21
2880	Election Day Supplies			\$1,500.00	\$0.33
	Election Day Total			\$2,044,676.63	\$445.07

RESOLUTION NO. 2020-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO ENTER INTO A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT BETWEEN DALLAS COUNTY AND OTHER JURISDICTIONS HOLDING ELECTION ON NOVEMBER 3, 2020, TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS ADMINISTRATOR IN ACCORDANCE WITH SUBCHAPTER D OF CHAPTER 31 AND CHAPTER 271 OF THE TEXAS ELECTION CODE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has ordered a general election to be held on Tuesday, November 3, 2020; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on November 3, 2020, desire to hold the election jointly in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the City of Duncanville and the other jurisdictions holding elections on November 3, 2020, desire to contract with the Dallas County Elections Administrator for election services in accordance with Subchapter D of Chapter 31 of the Texas Election Code.

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

SECTION 1. The City Manager is authorized to enter into a Joint Election Agreement and Election Services Contract attached hereto and incorporated herein as Exhibit "A", between the City of Duncanville and Dallas County for the Duncanville General Election to be held on November 3, 2020, in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code, as provided.

SECTION 2. The contract provides for the Elections Administrator to perform or supervise the performance of any or all of the corresponding duties and functions that the Elections Administrator performs in connection with a county-wide election.

SECTION 3. The contract provides that the Election Administrator may contract with third parties for election services and supplies and pay the claims for those election expenses from funds deposited by the City and other contracting jurisdictions in an election services contract fund in the county treasury established for this election.

SECTION 4. The Elections Administrator will provide the City Secretary with an itemized list of estimated election expenses to be paid from the election services contract fund prior to execution of the contract, and will provide an itemized list of actual election expenses to be paid from the election Services Contract fund no later than the 120th day after the date of the election.

SECTION 5. The Finance Director is hereby authorized to pay the Dallas County Treasurer an amount not to exceed \$28,000.00 for both the general and runoff election; estimated payment will be made in the amount of \$998.79 as the City's estimated share of the costs of the November 3, 2020 Joint Election.

SECTION 6. The contract will provide that in the event a runoff election is necessary, the Elections Administrator will provide the City Secretary with an itemized list of additional estimated election expenses to be deposited in the election services contract fund after authorization by the City Council, and that the Elections Administrator will continue to perform or supervise the performance of election duties and functions necessary for the proper administration of the runoff election.

SECTION 7. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Home Rule Charter of the City of Duncanville.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of August 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**ELECTION SERVICES CONTRACT ("Election Services Contract" or "Contract")
BETWEEN
DALLAS COUNTY ON BEHALF OF THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND**

**Town Of Addison (TOA)
City Of Balch Springs (COBS)
City Of Carrollton (COC)
City Of Cockrell Hill (COCKH)
City of Coppell (COCp)
City Of Desoto (CODE)
City Of Duncanville (CODu)
City Of Farmers Branch (COFB)
City Of Garland (COG)
City Of Grand Prairie (COGP)
City of Glenn Heights(COGH)
City Of Hutchins (COH)
City Of Irving (COI)
City Of Lancaster (COL)
City Of Rowlett (CORw)
City Of Sachse (COSa)

City of Wilmer (COW)
City of Wylie (COWY)
Carrollton-Farmers Branch ISD (CFBISD)
Cedar Hill ISD (CHISD)
Coppell ISD (CpISD)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD (DuISD)
Garland ISD (GISD)
Irving ISD (IISD)
Lancaster ISD (LISD)
Richardson ISD (RISD)
Dallas College (DC)
University Hill Municipal Management District (MMD)**

FOR THE CONDUCT OF A GENERAL (PRESIDENTIAL) and JOINT ELECTION

Page 3 of 23
November 3, 2020 General(Presidential) and Joint Election Services Contract
Page 1 of 21

**TO BE HELD TUESDAY, NOVEMBER 3RD, 2020
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Toni Pippins-Poole is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code upon approval of the Dallas County Commissioners Court to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County, County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in "Attachment F" of this Election Services Contract and are hereby participating with each other in this General (Presidential) and Joint Election to be held in Dallas County, Texas on **Tuesday, November 3rd, 2020** under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other and with Dallas County, Texas and the State of Texas, to the extent that Dallas County, Texas and the State of Texas have candidates on the ballot in this Joint Election.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator may enter into a contract to furnish the election services requested within this Election Services Contract.
- d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be **Tuesday, December 8, 2020**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a

Participating Political Subdivision states in writing **on or before Thursday, November 19, 2020** that it does not wish to participate in a joint runoff election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost required to be deposited into a special and separate Joint Runoff Election account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
 - a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
 - b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.
 - c) **"Attachment C"** is a list of the Election Day Countywide polling places ("Vote Center(s)") for this Joint Election.
 - d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.
 - e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.
 - f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County Vote Centers. "Attachment F" will also contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.
 - g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details
 - h) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) **LEGAL DOCUMENTS**

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Toni Pippins-Poole, Elections Administrator at 1520 Round Table Drive, Dallas, Texas 75247; or, emailed to Toni.Pippins-Poole@dallascounty.org. Also, send these documents to: Daniel Bradley at Daniel.Bradley@DallasCounty.org and Danielle Grant at Danielle.Grant@dallascounty.org**
- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.
- c) **Always copy Toni.Pippins-Poole@DallasCounty.org, Kisshawn.Lark@dallascounty.org, and esmeralda.l.garcia@dallascounty.org on all communications related to legal documents and question regarding this election.**

4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on two (2) different kinds of voting systems, each of which has been approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices (“BMD(s)”), EVS 6.0.2.0, Firmware 2.4.0.0 and the ES&S DS200 Digital Vote Center Scanner (“Tabulators”), EVS 6.0.2.0, Firmware 2.17.0.0. Each of these systems are accessible to voters with physical disabilities (“ADA Terminals”). **On September 15, 2020, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.
- b) The Elections Administrator will provide BMDs, Tabulators, and any other necessary equipment for this Joint Election. Each ExpressVote machine complies with the Americans with Disabilities Act (“ADA”). For Early Voting and on Election Day, the Elections Administrator will allocate voting election voting equipment to all of the Voting Centers and polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day Vote Center will have at least one (1) Tabulator and at least four (4) BMD machines.
- c) The itemized list of the estimated election expenses for this Joint Election are in “Attachment A,” which includes, but may not be limited to the number of BMDs, Tabulators, and any other necessary equipment.

5) POLLING PLACES

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in “Attachment B” and the Election Day Vote Centers listed in “Attachment C” subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments “B” and “C” cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places as soon as possible before this joint election.
- b) Whenever possible, County-established Vote Centers will be used in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each countywide voting center of the four nearest

countywide voting center locations by driving distance. The Participating Political Subdivisions shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each Vote Center polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83.
- b) **[This provision is intentionally deleted].**
- c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, and an Election Equipment training session taught by the Elections Administrator for this Joint Election within the last 6 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election. The Elections Administrator will also provide training regarding safety procedures pertaining to COVID-19. There will be a ten dollar (\$10.00) stipend provided for attending the COVID-19 training.
- g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, Vote Centers containing more than 5% Hispanic population, according to the 2010 census statistics, are

required to have interpreter assistance. If a presiding election judge of such a Vote Center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a Vote Center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a Vote Center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.

- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each Vote Center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the Vote Center served by the presiding election judge on Election Day.
- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
- k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.
- l) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, and regional sites on election night will receive pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.

7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, maps for redistricting, and other materials used by the presiding election judges and clerks at the polling places.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) OPTICAL SCAN CARD BALLOTS

- a) The Elections Administrator will have ballots to cover approximately **150%** of the total number of registered voters in Dallas County. The ballots will be allocated according to the approximate voter turnout for comparable elections in the areas near each Vote Center.

9) RETURNS OF ELECTIONS

- a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The Elections Administrator hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoints the following central counting station officials:

Central Count Station Manager:

Toni Pippins-Poole, Dallas County Elections Administrator

Tabulation Supervisor: **(Daniel Bradley)**, Central Count Station Manager

Assistant Tabulation Supervisor: **(Danielle Grant)**, Central Count Station Lead Clerk

Presiding Judge: **Paul Heller**, Appointed by Dallas County

Alternate Presiding Judge: **Wes Bowen**, Appointed by Dallas County

- c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as Vote Centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and Vote Center election returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247**.
- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all Vote Centers have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **Tuesday, November 17, 2020**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the

Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.

- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the average cost per Vote Center polling place and the allocation of election day Tabulators (hereinafter "DS200's") in that polling place ("Unit Cost"). The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of Vote Center(s) polling places. A "Vote Center" will be identified by and defined based on the presence and number of DS200's and/or Election Supply Carts ("ESC's"). Any Participating Political Subdivision that requests additional Vote Centers or equipment will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.** Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full Unit Cost as specified in "Attachment A."
- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department either half or the full balance of money listed in “**Attachment A: Deposit of Funds Detail**” of this Election Services Contract by the first deposit due date of (on or before) **Friday, August 21 , 2020**. If the Participating Political Subdivision makes a partial initial deposit on or by **Friday, August 21, 2020**, a full and final deposit must be made to the Dallas County Elections Department by **Friday, September 18 , 2020**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.
- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in “Attachment A” by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in “Attachment A” to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election by **Thursday, August 27, 2020** , then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision’s deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Toni Pippins-Poole
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: **TBD**

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive, Dallas, Texas 75247** at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.
- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election's records to the Dallas County Record Storage facility. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation, proceeding, or a pending request for public information, related to the election records until such investigation, proceeding, or request for public information is finally concluded.
- e) The Participating Political Subdivisions acknowledge and agree that the Elections

Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."
- b) **[This provision is intentionally deleted]**
- c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows: **Tuesday, October 13, 2020 through Friday, October 16, 2020, from 7:00 A.M. to 7:00 P.M.; Saturday, October 17, 2020 between 7:00 A.M. and 7:00 P.M.; Sunday, October 18, 2020, between 1:00 P.M. and 6:00 P.M.; Monday, October 19, 2020 through Friday October 23, 2020, between 7:00 A.M. to 7:00 P.M.; Saturday, October 24, 2020, between 7:00 A.M. to 7:00 P.M.; Sunday October 25, 2020, between 1:00 P.M. to 6:00 P.M.; and, Monday, October 26, 2020 through Friday, October 30, 2020 between 7:00 A.M. and 7:00 P.M.**
- d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision may appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **Monday, August 17, 2020**. The Participating Political Subdivisions agree to appoint **David Morris** as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **Friday, September 4, 2020**.
- f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.
- g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by Vote Center report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **August 27, 2020**, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds

ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.

- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).
- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.
- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political

Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on the Dallas County Form, "Elections Services Contract Change Forms". Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Attn: Toni Pippins-Poole and Kisshawn Lark
 Dallas County Assistant Elections Administrator
 Elections Department – Elections Operations Facility
 1520 Round Table Drive
 Dallas, Texas 75247
 (214) 819-6334 telephone
 (214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating

Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH 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 ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any

promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No 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, pandemic, epidemic, 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 Parties written notice thereof and shall resume performance under this Election Services Contract 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.

27) 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. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS.

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Signatures on following page]

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of August 2020. ("Effective Date")

DALLAS COUNTY:

Clay Jenkins
County Judge

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM*

TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S
OFFICE, CIVIL DIVISION

*By law, the Criminal 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).

ACCEPTED TO AND AGREED TO BY THE _____:

APPROVED :

Barry L. Gordon, Mayor

ATTEST :

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Consider a Resolution authorizing a purchase with Vermeer Texas-Louisiana for 500-gallon VAC Trailer through the Local Government Purchasing Cooperative (BuyBoard) Contract #597-19; in an amount not to exceed \$57,904.55.

FY 2020 CITY COUNCIL ORGANIZATIONAL WORKPLAN

- **2. Create high quality neighborhoods and parks**
 - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:

Bryan G. Ramey, P.E., Director of Public Works
Asa Low, Equipment Services Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The Equipment Services Division of the Public Works Department reviews the Fleet Rotation Schedule annually to determine which vehicles have reached their useful life and which vehicles need to be replaced. Factors used in reaching this determination are age, miles/hours, and maintenance requirements. Following this determination, a meeting is held with the various departments and city manager to discuss the vehicles on the rotation schedule, and a joint decision of vehicle replacement is decided in this meeting.

This year, the City is replacing one (1) vacuum trailer due to a combination of hours and age. This unit is a 2005 Vactron vacuum and hydro excavator trailer. This unit has reached the age/hours where, historically, more repairs are needed. This unit was pushed back for two years on the Fleet Rotation Schedule.

The vacuum trailer is primarily used by the Drainage Crew to keep the City's storm sewer system clear of debris. It is also sometimes used by the Wastewater Crew to clean small-diameter sewer lines or to operate in areas too small for the City's vacuum truck to access.

During the FY19-20 budget process, the City Council allocated \$75,000.00 toward the replacement of this equipment.

The City currently uses a Fleet Replacement Fund to pay for vehicle and equipment replacement.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for purchase of the item. TIPS contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

\$75,0000.00 is available in the Fleet Rotation Fund budget for this expenditure.

Contract Log #:

1419

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing a purchase with Vermeer Texas-Louisiana for 500-gallon VAC Trailer through the Local Government Purchasing Cooperative (BuyBoard) Contract #597-19; in an amount not to exceed \$57,904.55.

ATTACHMENTS:

[Attachment 1 - Resolution 2020-067 - w/Exhibits - Pdf](#)
[SAMS-VERMEER TEXAS-LOUISIANA](#)

RESOLUTION NO. 2020-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDS A BID AUTHORIZING A PURCHASE WITH VERMEER TEXAS-LOUISIANA FOR 500-GALLON VAC TRAILER THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT #597-19; IN AN AMOUNT NOT TO EXCEED \$57,904.55; PROVIDING FOR CITY MANAGER TO ISSUE AND EXECUTE THE NECESSARY DOCUMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet vehicles for citywide operations; and

WHEREAS, the City of Duncanville has entered into a Purchasing Agreement with Vermeer Texas-Louisiana using BuyBoard Contract #597-19 for products and services; and

WHEREAS, The Local Government Purchasing Cooperative (BuyBoard) contracts are competitively bid for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor; and

WHEREAS, a contract was awarded to Vermeer Texas-Louisiana in the amount of \$57,904.55 for the purchase of one 500 Gallon Vac Trailer.

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

SECTION 1. That the City Council of the City of Duncanville, hereby awards bid, authorizes the procurement of (1) 500 Gallon Vac Trailer from Vermeer Texas-Louisiana through The Local Government Purchasing Cooperative (BuyBoard) Contract #597-19 in the expenditure amount not to exceed \$57,904.55.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of August, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: tomk@vermeertexas.com

Tom Kuiper
Vermeer Texas - Louisiana, Inc.
1945 Louis Henna Blvd
Round Rock, TX 78664

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Construction, Road and Bridge, Ditching, Trenching, and other Equipment, Proposal No. 597-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the Items your company has been awarded, please review the proposal tabulation No. 597-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

Page 3 of 9



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

EXHIBIT A



November 6, 2019

Sent Via Email: tomk@vermeertexas.com

Tom Kuiper
Vermeer Texas - Louisiana, Inc.
1945 Louis Henna Blvd
Round Rock, TX 78664

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Construction, Road and Bridge, Ditching, Trenching, and Other Equipment, Proposal No. 597-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



EXHIBIT A



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Construction, Road and Bridge,
Ditching, Trenching, Utility and Other Equipment

Proposal Due Date/Opening Date and Time:
April 11, 2019 at 4:00 PM

Proposal Number: 597-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2019

Vermeer Texas - Louisiana

Name of Proposing Company

2-27-19

Date

1945 Louis Henna Blvd

Street Address

Signature of Authorized Company Official

Round Rock, TX 78664

City, State, Zip

Tom Kuiper

Printed Name of Authorized Company Official

512-244-0505

Telephone Number of Authorized Company Official

Branch Manager

Position or Title of Authorized Company Official

512-244-0857

Fax Number of Authorized Company Official

75-1601078

Federal ID Number



Proposal Invitation No. 597-19-Construction, Road and Bridge, Ditching, Trenching and Other Equipment
(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount
80	Discount (%) Off Catalog/Pricelist for Vacuum/Excavation Systems	Please state the discount (%) off catalog/pricelist for Vacuum Excavation Systems, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	5 %	Vermeer VTL Hi-Vac	
81	Discount (%) Off Catalog/Pricelist for Hammerhead Mole Tools	Please state the discount (%) off catalog/pricelist for Hammerhead Mole Tools, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	10 %	Vermeer VTL	
82	Discount (%) Off Catalog/Pricelist for Pipe Bursting Equipment	Please state the discount (%) off catalog/pricelist for Pipe Bursting Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		
83	Discount (%) Off Catalog/Pricelist for All Other Ditching, Trenching and Utility Equipment	Please state the discount (%) off catalog/pricelist for All Other Ditching, Trenching and Utility Equipment, Accessories and Attachments . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Vermeer VTL	
84	Discount (%) Off Catalog/Pricelist for Repair Parts on All Types of Ditching, Trenching, and Utility Equipment	Please state the discount (%) off catalog/pricelist for Repair Parts on All Types Ditching, Trenching, and Utility Equipment . Catalog/Pricelist MUST be included or proposal will not be considered.	0 %	Vermeer VTL	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

EXHIBIT A

EXHIBIT B



Vermeer Texas-Louisiana
3025 State Highway 161
Irving, TX 75062
Ph: (972) 255-3500
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
Dept# 41351 • PO Box 650823
Dallas, TX 75265-0823

Ship To: IN STORE PICKUP

Invoice To: CITY OF DUNCANVILLE
PO BOX 380280
DUNCANVILLE TX 75138-0280

Branch 01 - IRVING		
Date 08/05/2020	Time 15:25:00 (O)	Page
Account No DUNCA004	Phone No 9727805000	Est No 04 Q02662
Ship Via		Purchase Order QUOTE
Tax ID No 756004591		
JARED DAVIS		Salesperson 145 / 914

EQUIPMENT QUOTE - NOT AN INVOICE

Description	**QUOTE**	EXPIRY DATE: 09/03/2020	Amount
LP573SGT 500 gallon high CFM vac trailer			57904.55
38 HP Kohler EFI Gas engine			
1,000 CFM Vacuum Pump			
500 gallon debris tank with hydraulic tilt			
3000 PSI@ 4 GPM high Pressure Water System			
(2) 100 gallon fresh water tanks			
30 Gallon Fuel Tank			
Reverse Pressure to offload liquids and dislodge debris in hose			
Polymer liner on bottom half of tank :Eci:ra.sy.pumping and cleanout			
Hydraulically operated full open and :lo lp.g xea.r door			
30' x 3" suction Hose and suction Tool			
Water Knife and Clean-up wand			
Air gap to fill from hydrant			
Strong Arm			
BuyBoard contract 597-19			

Subtotal: 57904.55
(Quote -Total: 57904.55

Authorization: _____

EXHIBIT B

Page 344

LP SG Trailer Series

USO

All LP SG Trailer Series Include: 38 HP Kohler EFI Gas Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump, Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, Polymer liner on bottom half of tank for easy dumping and cleanout, 30' x 4" Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank

<u>Sales Code</u>	<u>Description</u>	<u>USO</u>	<u>List Price</u>
Required Items/Features			
Base Unit Without Boom			
LPSGT1004	LP 500-9.995 GVWR- De-rated 2x100 gal Wtr Tanks	\$	56,633.00
LPSGT1005	LP 500-12K GVWR- 2x100 gal Wtr Tanks	\$	56,429.00
LPSGT1006	LP 500 HVY-14K GVWR- 2x150 gal Wtr Tanks	\$	60,475.00
LPSGT1008	LP 800-14K GVWR- 2x100 gal Wtr Tanks	\$	61,869.00
LPSGT1009	LP 800 HVY-20K GVWR- 2x200 gal Wtr Tanks (SHT Package included)	\$	67,358.00
LPSGT1012	LP 1200-24K GVWR- 2x200 gal Wtr Tanks	\$	77,972.00
Base Unit With Boom			
LPSGT1054	LP 500 w/ Boom-9.995 GVWR- De-rated (2x100 gal Wtr Tanks)	\$	75,398.00
LPSGT1055	LP 500 w/ Boom-12K GVWR- 2x100 gal Wtr Tanks	\$	75,194.00
LPSGT1056	LP 500 HVY w/ Boom-14K GVWR- (2x150 gal Wtr Tanks)	\$	79,240.00
LPSGT1058	LP 800 w/ Boom-14K GVWR- 2x100 gal Wtr Tanks	\$	80,634.00
LPSGT1059	LP 800 HVY w/ Boom-20K GVWR- (2x200 gal Wtr Tanks - SHT Package included)	\$	86,123.00
LPSGT1062	LP 1200 w/ Boom-24K GVWR- 2x200 gal Wtr Tanks	\$	96,737.00
Trailer Jack Feature			
LPSGT3510	Manual Jack	\$	300.00
LPSGT3520	Hydraulic Jack	\$	2,090.00
Non-Required Items/Features			
Strong Arm			
LPSGT4010	Strong Arm (Not available on LPSGT 1012, 4100, or units w/ boom)	\$	2,018.00
Flowmaster			
LPSGT4100	Flowmaster (Includes arm, head, hydrant hose, diffuser box, tools, & tool box-Must select LPSGT3520. Unavailable with LPSGT 1006, 1012, 1059, 1062, 4010)	\$	13,121.00
In Tank Washout			
LPSGT4205	Internal Tank Wash-Out 500 Gal	\$	700.00
LPSGT4208	Internal Tank Wash-Out 800 Gal	\$	725.00
LPSGT4212	Internal Tank Wash-Out 1200 Gal	\$	750.00
SHT			
LPSGT4490	SHT Package (Under tank storage includes 2x15' suction hoses with camlock fittings, suction & water wands - Not available on LPSGT 1012, 1062)	\$	2,388.00
LED Board			
LPSGT4550	3" LED Directional Board	\$	1,385.00
Anti-Static Package			
LPSGT4560	Anti-static Package	\$	1,586.00
Recirculation Kit			
LPSGT4841	Recirculation Kit	\$	269.00
Custom Paint Color			

Special paint colors are available. Please contact the order desk with paint specifications for pricing.

EXHIBIT B

Equipment Freight and Prep October 2018

Unit	Freight	Prep	Total F & P	Specialized Training	Unit	Freight	Prep	Total F & P	Specialized Training
SC30TX	\$400.00	\$350.00	\$ 750.00		FT100	\$930.00	\$1,305.00	\$2,235.00	\$1,700.00
SC40TX	\$540.00	\$515.00	\$ 1,055.00		FT300	Quote	\$1,520.00		\$1,700.00
SC60TX	\$400.00	\$815.00	\$1,215.00						
SC292	\$495.00	\$355.00	\$ 850.00		RTX130	\$235.00	\$375.00	\$ 610.00	
SC362	\$495.00	\$355.00	\$ 850.00		RTX200	\$345.00	\$275.00	\$ 620.00	
SC552	\$930.00	\$515.00	\$1,445.00		RTX250	\$345.00	\$275.00	\$ 620.00	
SC70TX	\$400.00	\$515.00	\$ 915.00		RTX450	\$1060.00	\$545.00	\$1,605.00	
SC802	\$990.00	\$760.00	\$1,750.00		RTX550	\$1150.00	\$650.00	\$1,800.00	
SC852	\$860.00	\$760.00	\$1,620.00		RTX750	\$1190.00	\$650.00	\$1,840.00	
					RTX1250	\$1,520.00	\$1,090.00	\$2,610.00	
BC700XL	\$660.00	\$375.00	\$ 1,035.00		XTS1250	\$1,720.00	\$1,090.00	\$2,710.00	
BC900XL	\$790.00	\$375.00	\$ 1,165.00						
BC1000XL	\$730.00	\$500.00	\$1,230.00		PIERCING TOOL 2"	\$150.00	\$125.00	\$ 275.00	
BC1200XL	\$730.00	\$500.00	\$1,230.00		PIERCING TOOL	\$150.00	\$125.00	\$ 275.00	
BC1500	\$990.00	\$500.00	\$1,350.00		PIERCING TOOL 3"	\$200.00	\$125.00	\$ 325.00	
BC1800XL	\$990.00	\$460.00	\$1,450.00		PIERCING TOOL 4"	\$250.00	\$125.00	\$ 375.00	
BC2100XL	\$1,400.00	\$545.00	\$1,945.00		PIERCING TOOL	\$250.00	\$125.00	\$ 375.00	
AX19	\$1,300.00	\$545.00	\$1,845.00						
					D6X6	\$500.00	\$545.00	\$1,045.00	\$1,700.00
CTX50	\$400.00	\$375.00	\$ 775.00		D8X12	\$650.00	\$625.00	\$1,275.00	\$1,700.00
CTX100	\$450.00	\$375.00	\$ 825.00		D10X15S3	\$650.00	\$625.00	\$1,275.00	\$1,700.00
S450TX	\$400.00	\$375.00	\$ 775.00		D20X22S3	\$1,260.00	\$760.00	\$2,020.00	\$1,700.00
S925TX	\$450.00	\$375.00	\$ 825.00		023X30S3	\$1,260.00	\$760.00	\$2,020.00	\$1,700.00
MSSA	\$130.00	\$55.00	\$185.00		D24X40S3	\$1,400.00	\$925.00	\$2,325.00	\$1,700.00
					D40X55S3	\$1,650.00	\$1,470.00	\$3,120.00	\$1,700.00
PD10	\$1200.00	\$325.00	\$1,525.00		D40X55DRS3	\$2,300.00	\$1,500.00	\$3,800.00	\$1,700.00
					D60X90S3	\$2,400.00	\$1,630.00	\$4,030.00	\$1,700.00
PTX40	\$700.00	\$380.00	\$ 1,080.00		D100X140S3	Quote	\$2,300.00		\$1,700.00
PTX44	\$700.00	\$380.00	\$ 1,080.00		D500X500	Quote	Quote		\$1,700.00
SPX25	\$350.00	\$270.00	\$ 620.00		D750X900	Quote	Quote		\$1,700.00
					D1000X90	Quote	Quote		\$1,700.00
TLR25	\$660.00	\$135.00	\$ 795.00		01320X90	Quote	Quote		\$1,700.00
TLR33	\$790.00	\$135.00	\$ 925.00		X-8	Quote	Quote		\$1,700.00
					X-12	Quote	Quote		\$1,700.00
WC2300XL	Quote	\$1,090.00		\$1,700.00					
WC2500XL	Quote	\$1,090.00		\$1,700.00	MX125	\$650.00	\$270.00	\$ 920.00	
WC2500TX	Quote	\$1,090.00		\$1,700.00	MX240	\$900.00	\$270.00	\$1,170.00	
HG4000/E/EM	Quote	\$1,305.00		\$1,700.00	VAC<550 Gal	\$2,000.00	\$380.00	\$2,380.00	
HG6000/E	Quote	\$1,305.00		\$1,700.00	VAC>550 Gal	\$2,500.00	\$380.00	\$2,880.00	
HG6000TX	Quote	\$1,850.00		\$1,700.00					
HG6800	Quote	\$1,975.00		\$1,700.00	T555111	Quote	\$1,305.00		\$1,700.00
HG8000	Quote	\$2,175.00		\$1,700.00	T655111	Quote	\$1,630.00		\$1,700.00
					T755111	Quote	\$2,175.00		\$1,700.00
TG5000/E	Quote	\$1,305.00		\$1,700.00	T855111	Quote	\$2,700.00		\$1,700.00
TG7000/E	Quote	\$1,520.00		\$1,700.00	T955111	Quote	\$3,260.00		\$1,700.00
TG9000	Quote	\$1,630.00		\$1,700.00	T1055111	Quote	\$3,260.00		\$1,700.00
					T1155111	Quote	Quote		\$1,700.00
TR521	Quote	\$1,090.00		\$1,700.00	T1255111 Trencher	Quote	Quote		\$1,700.00
TR620	Quote	\$1,090.00		\$1,700.00	T1255111 DDTL	Quote	Quote		\$1,700.00
TR626	Quote	\$1,090.00		\$1,700.00	T1655111	Quote	Quote		\$1,700.00
TR5300	Quote	\$1,090.00		\$1,700.00					
CT612	Quote	\$760.00		\$1,700.00					
CT616	Quote	\$760.00		\$1,700.00					
CT718T4F	Quote	\$1,090.00		\$1,700.00					
R400T	Quote	\$1,975.00		\$1,700.00					
R250C	Quote	\$650.00		\$1,700.00					
R9X12T	Quote	\$1,090.00		\$1,700.00					
SA400	Quote	\$1,090.00		\$1,700.00					

SAM Search Results
List of records matching your search for :

Search Term : VERMEER TEXAS-LOUISIANA*
Record Status: Active

No Search Results



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Consider a Resolution authorizing the award of bid IFB No. 2020-068 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,450.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
 - Goal: N/A
 - WorkPlan Item N/A

STAFF RESPONSIBLE:

Jessica James, Economic Development Director
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:

The Duncanville Independent School District owned the former Toyota Dealership located at 730 E. I-20. The Duncanville Community and Economic Development Corporation (DCEDC) along with the City of Duncanville Comprehensive Plan identified this property as an Opportunity Area since it is located in the gateway of the Duncanville community. The property is also located in the Duncanville Tax Increment Financing (TIF) Reinvestment Zone No. 1.

On Tuesday, April 17, 2018, the City Council unanimously approved the purchase of the former Toyota Dealership, located at 730 E. I-20, from the Duncanville Independent School District in the amount of \$900,000.

During a special called meeting on May 7, 2018, the Duncanville Community and Economic Development Corporation unanimously approved the funding to purchase the property in order to demolish the buildings and have the property redeveloped. The Board decided to take the property back to a greenfield condition in order to increase its marketability.

In January 2019, a Phase I Environmental Site Assessment was conducted and determined that the property did have 11 underground hydraulic lifts that had been closed-in-place and one storage underground tank that was filled-in-place on the site. These twelve structures will need to be removed for redevelopment purposes.

A Lead and Asbestos Survey was also conducted and determined that lead and asbestos remediation is necessary for either re-purposing or demolition of the buildings including asphalt

removal. The City has received quotes from licensed firms to conduct each of these abatements. The abatements will be completed at time of demolition.

On March 18, 2019, the DCEDC received a notice/order to repair or demolish dangerous or substandard building structures from the City of Duncanville's Building Official. The report cites that the buildings are in violation of many different City codes. Some of the violations include boarded up doors and windows because of numerous break-ins, substandard roofs with leaks throughout the three buildings causing mold inside the structures, faulty or cracked walls allowing vegetation to grow inside the buildings, exposed wiring, inadequate sanitation, and an unsecured structure as there was evidence of someone living in one of the buildings. The Board reviewed this notice during their March 2019 meeting.

On April 22, 2019, the DCEDC Board unanimously approved the demolition of the property located at 730 E I-20 and amended the DCEDC Budget accordingly.

During the April 29, 2018, regular scheduled City Council Meeting, the City Council did not approve awarding a contract for demolition services for the property located at 730 E. IH 20. The City Council wanted the Duncanville Community and Economic Development Corporation to further review the use of the buildings located on the property.

The Duncanville Community and Economic Development Corporation hired Insight Research Company to conduct a land study to further analyze different scenarios utilizing the current buildings as well as partial or complete demolition of the structures to help determine the highest and best use for the property. The analysis was completed and reviewed with the Duncanville Community and Economic Development Corporation and the Duncanville City Council during a joint meeting on January 7, 2020. The Duncanville Community and Economic Development Corporation and the Duncanville City Council both voted to demolish the buildings on the property.

On January 27, 2020, Purchasing issued the IFB No. 20-017 Demolition Services for 730 E. I-20. with a due date of February 14, 2020. The bid request was advertised in the Focus Daily Newspaper on January 24, 2020, February 31, 2020, and February 7, 2020. The bid request was also advertised through the bidding notification system for the Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors Association, North Central Texas Regional Certification Agency, 148 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master Bidder List, and 100 vendors were solicited through the Public Purchase purchasing vendor system. Additionally, the request for bids was sent out to the companies that previously provided bids in 2019. The Purchasing Division received six (6) responses. Two (2) of the bids received were deemed non-responsive, as they altered the bid document. The Purchasing Division and the Economic Development Department reviewed and checked references for the lowest responsive bid. It was determined the bidder did not meet the listed specifications per the bid solicitation, as the bidder did not have experience with asphalt or concrete lead abatement. The second lowest bidder was 68% higher and did not fall within the approved budgeted amount.

POLICY EXPLANATION:

Bids were released, via Public Purchase, on May 29, 2020, for IFB No. 20-025 Demolition Services for 730 E. I-20. The bid request was also advertised through the bidding notification system for the Black Chamber of Commerce, Hispanic Chamber of Commerce, Regional Hispanic Contractors Association, North Central Texas Regional Certification Agency, 148 Historically Utilized Business (HUB) vendors from the State of Texas Centralized Master Bidder List, and 36 vendors were solicited through the Public Purchase purchasing vendor system. Additionally, the request for bids was sent out to the companies that previously provided bids in 2019 and 2020. The Purchasing Division

received six (6) responses. One (1) of the bids received was deemed non-responsive, as they altered the bid document.

The proposals included:

- Tactical Demolition, Lewisville, TX
- SCM Construction Services LLC, Desoto, TX (WBE)
- Lindamood Demolition, Inc, Irving, TX (WBE)
- Lloyd D. Nabors, Hutchins, TX
- Midwest Wrecking Company of Texas, Inc, Fort Worth, TX
- Coverall Management, Dallas, TX
- Garrett Demolition, Inc., Burleson, TX (Non-Responsive)

After evaluating the total demolition cost and the unit pricing per cubic yard for clean fill to back-fill property, it was determined that Midwest Wrecking Company of Texas, Inc. provided the most advantageous proposal for the City.

FUNDING SOURCE:

The DCEDC Budget will fund the demolition.

Contract Log #:

1420

RECOMMENDATION:

Staff recommends approval of a resolution authorizing the award of bid IFB No. 2020-068 Demolition Services to Midwest Wrecking Company of Texas, Inc. for the real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation attached hereto and incorporated herein as Exhibit 'A', in an amount not to exceed \$163,450.00.

ATTACHMENTS:

[Attachment 1 - IFB-20-025- Bid Tab](#)

[Attachment 2 - Resolution No. - 2020-068 - Demolition and Lead Abatement Services Contract with Midwest Wrecking Company of Texas, Inc. for 730 E. I-20 - Pdf](#)

Agenda Item #5.A.

[illegible]

RESOLUTION NO. 2020-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE AWARD OF BID IFB NO. 2020-068 DEMOLITION SERVICES TO MIDWEST WRECKING COMPANY OF TEXAS, INC. FOR THE REAL PROPERTY LOCATED AT 730 E. I-20 CITY OF DUNCANVILLE, IN ACCORDANCE WITH THE PROPOSED PRICING BID TABULATION ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A', IN AN AMOUNT NOT TO EXCEED \$163,450.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On Tuesday, April 17, 2018, the City Council unanimously approved the purchase of the former Toyota Dealership, located on 730 E. I-20 from the Duncanville Independent School District in the amount of \$900,000; and

WHEREAS, A land study to further analyze different scenarios utilizing the current buildings as well as partial or complete demolition of the structures to help determine the highest and best use for the property was completed and reviewed with the Duncanville City Council and the Duncanville Community and Economic Development Corporation during their joint meeting on January 7, 2020; and

WHEREAS, During the joint on meeting on January 7, 2020, the Duncanville City Council and the Duncanville Community and Economic Development Corporation voted to demolish the buildings on the property.

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

SECTION 1. The City Council of the City of Duncanville does hereby approve an award of bid to Midwest Wrecking Company of Texas, Inc. of Fort Worth, for Demolition and Lead Abatement Services for real property located at 730 E. I-20 City of Duncanville, in accordance with the proposed pricing bid tabulation, attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$163,450.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchaser orders.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of August, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"



CITY OF DUNCANVILLE/PURCHASING DIVISION
 INVITATION TO BID NO. 20-025
 DEMOLITION SERVICES LOCATED AT 730 E I-20
 BID CLOSING DATE; JUNE 25, 2020

For further information contact: Sheila Baker, Purchasing Manager
 FAX (972)780-5077 sbaker@duncanville.com

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Completed Bids (one (1) executed original and one USB and (3) copy) must be received in the Purchasing Office by 2:00 PM., June 25, 2020,** the publicly opened and read aloud at 2:15 P.M. in the Council Briefing Room in City Hall East. Bids must be returned in a sealed envelope, addresses to the Purchasing Manager, City of Duncanville and have the bid number, closing date, and company name clearly marked on the outside envelope. Bidders should mail or hand deliverer, the bids to the following address:

City of Duncanville, Sealed Bid Box, PO Box 380280, Duncanville, Texas 75138

City of Duncanville, Sealed Bid 203 E Wheatland Road, Duncanville, Texas 75116

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc) are to be marked **"BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 2.00 P.M."** in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid(s). Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the Price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (30 days).

I have read and agreed with the attached Terms and Conditions, Instructions to Bidders and the Invitations to Bid requirements. Failure to complete the requested information below may result in rejections of your bid. Principal Place of Business (Defined as at least having on permanent active business office and employee located in Texas).

Company Name and Address	Midwest Wrecking Co. of Texas, Inc.		
PO Box 161819	Fort Worth, TX 76161		
Company's Authorized Agent Name and Title	BRIAN CHADDE, CEO		
Signature			
Federal ID Number (TIN)	75-2007255		
Telephone Number/Fax Number and Email address	817-589-7062	817-590-9536 Fax	
brian@midwestwrecking.net			

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes ☒ No ☐

If you, the Vendor checked "Yes", the following will apply: Governmental entities with Dallas County utilizing Inter-Local-Governmental Contracts with the City of Duncanville will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other the City of Duncanville will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Duncanville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Sheila Baker, MPA, CPM
 Purchasing Manager

ADDENDUM RECEIPT ACKNOWLEDGMENT

Offeror acknowledges receipt of the following Addenda:

Addendum #1 Dated <u>6/5/20</u>	Received _____
Addendum #2 Dated <u>6/24/20</u>	Received _____
Addendum #3 Dated _____	Received _____
Addendum #4 Dated _____	Received _____

SIGNATURE

The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within one hundred and ninety (90) days after date of opening of proposals, will, within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.
- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.
- Declares that the company verifies that it (1) does not boycott Israel; and (2) that it will not boycott Israel during the term of the contract, in compliance with Chapter 2270 of the Texas Government Code.
- Declares that the company does not have contracts or provide supplies or services to any foreign terrorist organization as made known on a list provided by the Comptroller of the State of Texas.
- Shall be able to perform the services or provide the goods as specified in this solicitation. The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each.
- If the offeror desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.



 Authorized Signature

6/25/2020

 Date

IFB#20-025

BID SOLICITATION

BID OPENING DATE AND TIME
06/25/2020 2:00 pm

DATE: 06-25-2020

Vendor Name: Midwest Wrecking Co. of Texas, Inc.
 Street Address: 305 NE Loop 820, Suite 310
 City, ST ZIP Code: Hurst, TX 76053
 Phone: 817.589.7042

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
CL1N001	Demolition of Building, Shades and Structures	71,240.00	71,240.00
CL1N002	Demolition Pavement and Light Pedestals	40,280.00	40,280.00
CL1N003	Lead Based Paint Abatement	1,540.00	1,540.00
CL1N004	Removal of underground storage tanks and estimated (11) UHL's concrete filled external casing	3,125.00	3,125.00
CL1N005	Restore site to Greenfield	47,410.00	47,410.00
CLIN006	Cost to supply power for the abatement and demolition process	250.00	250.00
CL1N007	Unit pricing per cubic yard for clean fill dirt to backfill property	17.50	17.50
	After receipt of notice to proceed, work can be completed in how many <u>60</u> calendar days.		
SUBTOTAL			163,845.00
TOTAL			163,845.00

Term of Payment net 30 Company: Midwest Wrecking Co. of Texas, Inc.

Signature [Signature]

Name and Title BRIAN CHADAY, CEO

IFB-20-025

ATTACHMENT B – VENDOR CONTACT INFORMATION

Vendor's Name: Midwest Wrecking Co. of Texas, Inc.
 Vendor's Local Address: PO Box 161819 Fort Worth, TX 76161
 Phone: 817-589-7062 Fax: 817-590-9536
 Email: brian@midwestwrecking.net

Name of persons to contact when placing an order or billing questions:
 Name/Title Michelle St. Claire, Controller
 Phone: 817-589-7062 Fax: 817-590-9536
 Email: Michelle-st@midwestwrecking.net

Name/Title _____
 Phone: _____ Fax: _____
 Email: _____

Name/Title _____
 Phone: _____ Fax: _____
 Email: _____


 Signature

BRIAN CHOATE
 Printed Name

6/25/20
 Date

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name Linbeck Group
 Name of Contact Jerod Rankin
 Title of Contact Project mgr.
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 915.8667 Fax Number ()
 Email jrankin@linbeck.com

2. Company's Name Northwest Oil and Gas
 Name of Contact David Burshears
 Title of Contact owner
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 929.4588 Fax Number ()
 Email david@northwestoilandgas.com

3. Company's Name Mallick Group
 Name of Contact Deanna Kizer
 Title of Contact Project Mgr.
 Present Address _____
 City, State, Zip Code _____
 Telephone Number (817) 938.0744 Fax Number ()
 Email deanna@mallickgroup.com

ATTACHMENT C - REFERENCE SHEET

Please complete and return this form with your bid.

The Vendor shall furnish references for at least three (3) recent customers to whom products and/or services have been provided that are similar to those required by this solicitation. The City will be the sole judge of references. Please use additional sheets.

1. Company's Name TxDOT
 Name of Contact Douglass Mack
 Title of Contact Environmental PM
 Present Address 118 Riverside Dr.
 City, State, Zip Code Austin, TX 78701
 Telephone Number (512) 416-2634 Fax Number ()
 Email douglass.mack@txdot.gov

2. Company's Name Flatiron Construction Co.
 Name of Contact James Walcik
 Title of Contact Regional Safety Manager
 Present Address 101 Thermon Dr.
 City, State, Zip Code San Marcos, TX 78666
 Telephone Number (512) 781-7434 Fax Number ()
 Email jwalcik@flatironcorp.com

3. Company's Name Belfor Property Restoration Co.
 Name of Contact Marcus Garza
 Title of Contact Project Manager
 Present Address P. O. Box 535815
 City, State, Zip Code Grand Prairie, TX 75053
 Telephone Number (214) 724-6842 Fax Number ()
 Email marcus.garza@us.belfor.com

* These are references for IPriority Environmental Services.
 They are our subcontractor for the lead based
 paint portion of this project.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> Date Received </td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
1 Name of vendor who has a business relationship with local governmental entity. N/A				
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)				
3 Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.				
4 N. Ch Signature of vendor doing business with the governmental entity 6/25/20 Date				

Adopted 8/7/2015



STAFF REPORT

MEETING: City Council - 18 Aug 2020

TITLE:

Consider a Resolution approving the terms and conditions of the Interlocal Cooperation Agreement by and between the City of Duncanville, Texas and the City of DeSoto, Texas for the use of the DeSoto Tri-Cities Jail Facility for the handling, processing, housing and detention of persons arrested by the City of Duncanville Police Department.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- N/A
- ◻ Goal: N/A

STAFF RESPONSIBLE:

Mark LiVigni, Assistant Chief of Police

BACKGROUND/HISTORY:

A feasibility study was conducted in the winter of 2020 to determine what benefits the City of Duncanville would realize if the Duncanville Police Department detention services were moved to DeSoto Tri-Cities Jail located at 714 E. Beltline Road in DeSoto, Texas. The feasibility study, which identified potential cost savings for transitioning detention services to DeSoto Tri-Cities Jail, was completed in April 2020. The Duncanville City Council was briefed during a preliminary budget workshop on Tuesday, June 8th regarding the pros and cons of the transition. After the briefing, staff was directed by Council to bring forth an actionable item for the handling, processing, housing and detention of persons arrested by law enforcement personnel of the City of Duncanville. As mentioned in the June 8th briefing, the main benefits realized from moving detention services to DeSoto Tri-Cities Jail include:

- Reduced exposure for jail operational liability
- Frees up approximately 2,000 square feet of facility space for department growth needs
- Cost savings of approximately \$95,000 (\$49,723 reduction over FY20 Adopted Budget. \$95,000 = 49,723 + 10,000 (OT) + 35,000 (Court) in 1st year, \$55,000 in 2nd year, and \$55,000 in 3rd year

Currently and since its inception, the Duncanville Police Department has operated its own holding facility, or what many may refer to as a jail, in various forms. Since moving into the current police department facility in 1987. The holding facility, is comprised of 1,761 square feet of roofed space, and can house up to twenty-one (21) prisoners in eleven cells, although when at that capacity up to ten prisoners are housed on the floor on mattresses which are provided. The ten cells have one elevated bed platform and one "detox" cell has no bed platform, as it is used for prisoners who are experiencing issues with chemical dependency. By state law only adults, or persons seventeen years of age or older, can be placed in the holding facility.

Staffing consists of five (5) public service officers, or PSOs, who are tasked with the booking, securing, and processing of arrested persons. This includes working with police officers during the booking process by taking fingerprints, photographs, and securing property of arrested persons, working with both local and county magistrates for in-person and video arraignment of arrested persons, notifying other agencies of pending holds of arrested persons, and all related paperwork.

For the FY 2020 budget for detention services, most of this accounts for personnel costs but also includes supplies such as food, blankets (laundry service), and cleaning supplies, totaling \$319,723.00. Over the last two years in the absence of PSOs due to time off, the cost of staffing the holding facility with police officers averaged nearly \$10,000.00 each year. Additionally, the cost for jail-related duties by local part-time magistrates, budgeted out of the Municipal Court budget, accounts for about \$35,000.00 each year, all totaling an estimated \$365,000.

Over the last two fiscal years, the Duncanville Police Department has averaged 1,159 adult arrests. This accounts for a 30% occupancy, on average, which is down from a 50% occupancy in FY 2007. However, since FY 2008 operating costs for the holding facility have increased just over 37%.

POLICY EXPLANATION:

The Tri-City Jail, as it is currently known, consists of approximately 8,600 square feet of roofed jail space located within the DeSoto Police Department at 714 E. Beltline Rd. in DeSoto, Texas. It has capacity to securely hold up to fifty-five (55) prisoners and is staffed by fourteen (14) personnel employed by the DeSoto Police Department. Currently, the City of DeSoto contracts with several area cities for detention services including, the City of Cedar Hill (since 2002) and the City of Lancaster (since prior to moving to the jail's current location prior to 2000), who are considered tier one partners and share equal cost-sharing responsibility with the City of DeSoto.

The City of DeSoto has also committed to providing hiring preference to our current PSOs as the Tri-City Jail will need additional staff to account for the increased workload and to fill current vacant positions amounting to four additional staff personnel. The City of DeSoto has also committed to contracting with us for FY 2021, as a tier one partner agency, for \$270,000.00, along with the two subsequent fiscal years, FY 2022 and FY 2023, at \$310,000.00, which would equate to the cost-sharing of the other three tier one partners, inclusive of the DeSoto Police Department. Aside from curbing liability exposure and cost-savings associated with contracting detention services with the City of DeSoto, we would also free up valuable and needed building space within the police department facility.

FUNDING SOURCE:

General Budget

Contract Log #:

1398

RECOMMENDATION:

Staff recommends approval of Resolution approving the terms and conditions of the Interlocal Cooperation Agreement by and between the City of Duncanville, Texas and the City of DeSoto, Texas for the use of the DeSoto Tri-Cities Jail Facility for the handling, processing, housing and detention of persons arrested by the City of Duncanville Police Department.

ATTACHMENTS:

[Attachment 1 - Summary of Municipal Court Functions](#)

[Attachment 2 - Resolution No. - 2020-056 - Tri-City Jail Interlocal Agreement with Exhibit A](#)

SUMMARY OF SOME OF DUNCANVILLE MUNICIPAL COURT FUNCTIONS

The following is a summary and not an exhaustive list of some of the Duncanville Municipal Court functions. The Duncanville Municipal Court wishes to retain all functions related to matters arising in Duncanville to the extent possible. The Duncanville Municipal Court believes that this can be accomplished at no additional costs to the City.

Functions related to the jail/police are listed first (Sections A & B). Other duties not specifically related to the jail/police are listed subsequently.

A. Specifically Related to Arrested Defendants in Jail

On a daily basis, the Judge on duty contacts the police supervisor to see if there are matters that need a Judge.

1. For Class C Ticket Cases

a. Defendant arrested on Warrant –

For a regular Warrant (Defendant fails to attend to at all to a ticket), Judge reviews warrant, sees and reads the Defendant his/her rights, typically determines if Defendant will enter a plea and if so works out details of the plea.

If a Capias Warant (Defendant has already pleaded but has not complied with the requirements of the plea), the Judge considers the specifics of the plea previously entered.

In either case, the Judge may provide jail credit towards fines and court costs and or could determine indigency at the time. On a rare occasion the Defendant may sit out the fine. Judge will fill out the paperwork, have the Defendant sign, the Judge then signs, and then leaves copy for the Defendant and keeps original for the court to process.

b. Defendant arrested when receiving ticket –

Defendant likely will be allowed a Personal Bond, which the Judge reviews, reads the Defendant his/her rights, and goes over the conditions of the Personal Bond with the Defendant. Defendant will sign and so will the Judge. The judge leaves a copy for the Defendant and keeps the original for the court to process.

Attachment 1

2. For County Charges – Cases Higher than Class C Ticket Cases (Misdemeanors and Felonies)

Defendant Arrested and in Custody –

Police will prepare Warrant and Probable Cause affidavit which will be reviewed by the Judge. If paperwork is appropriate, Judge will sign/signoff and Defendant will usually be arraigned by a Dallas County Magistrate.

If there are any deficiencies in the Warrant or Probable Cause Affidavit, the Judge will advise the police if there are any deficiencies. If so, the Police will revise and present back to the Judge for review. Once the paperwork is appropriate the Judge will sign/signoff and the process will be as described above.

At times when the video arraignment system is down, the Judge signing/signing off on the Warrant and Probable Cause Affidavit, will also arraign the Defendant and set bond.

When an arrested Defendant has a charge of assault family violence, an Emergency Protective Order (“EPO”) may be requested or required. The initial paperwork is prepared by the Police, it is reviewed by the Judge, and if appropriate, the EPO is signed by the Judge, who then will speak to the Defendant, read the Defendant his/her rights, advise of the EPO and its conditions, and then have the Defendant sign only as an acknowledgment that the Defendant has received notification of EPO. The Defendant will receive a copy of the EPO when leaving the jail. A copy of the EPO is kept for processing the by Police Department and by the Court.

B. Not Specifically Related to Defendants in Jail But Involve the Police

Again, when the Judge on duty contacts the police supervisor to see if there are matters that need a Judge, there may be no Defendant in jail, but there may be other paperwork requiring the Judge’s attention.

1. At Large Warrants (Defendant not yet arrested)

A judge may be asked to sign/sign off on a Warrant and Probable Cause Affidavit for a Defendant who has not yet been arrested. The process is similar to an arrested Defendant in that the Judge reviews the paperwork and when appropriate signs/signs off on it. The warrant is then kept by the Police until they find the arrested Defendant.

2. Search Warrants

A Judge may be asked to sign search warrants as part of any investigations being done by the police. Typically, this is by detectives.

C. Court Related Activities

In addition to the general and administrative functions, some of the other things the Court and its Judges do are as follows:

3. Trials/Hearings

- a. Hold Jury Trials
- b. Hold Trial Before the Court (heard by the Judge only)
- c. Hold docket hearings on the following:
 - i. Show cause – to go over why Defendants have not complied with Deferred Disposition agreements (to avoid a guilty judgment that affects their record) and possibly enter a judgment
 - ii. Last chance show cause – go over why Defendants, even after a judgment has been entered, have not complied with payments and possibly issue a warrant
 - iii. Juvenile hearings – go over cases with juveniles
 - iv. Juvenile show cause hearings – go over why a juvenile has failed to comply with any arrangements made to keep a charge from affecting the juvenile's record and possibly enter an order against the juvenile
 - v. Code docket hearings -- for Defendants with code cases, working out a plea agreement with the prosecutor and reviewed and accepted or denied by the Judge or setting the case for trial
 - vi. Bond/plea docket hearings – for Defendants not represented by an attorney, working out a plea agreement with the prosecutor and reviewed and accepted or denied by the Judge or setting the case for trial
 - vii. Attorney plea docket hearings -- for Defendants represented by an attorney, the attorney will workout a plea agreement with the prosecutor and be reviewed and accepted or denied by the Judge or the case will be set for trial

Attachment 1

viii. Indigency hearings – for Defendants who are claiming that they do not have an ability to pay their fines/costs and have provided documentation they contend support their inability to pay

ix. Greater right of possession hearings – for cases where property may have been acquired by the Police and a determination must be made regarding whether property should be returned or given over to a certain party

x. Junk car hearings – for removal of vehicles that have not been moved for a certain period of time

xi. Substandard building hearings – for possible repair or destruction of substandard buildings

xii. Pretrial/Discovery hearings – for cases where there are issues that must be decided before trial or requests for information by Defendants that may not be agreed to by the prosecutor

xiii. Vicious Animal Hearings – for animals accused of attack, place at Tri City Animal Shelter, until a hearing is held to declare the animal is dangerous.

4. Handling specific requests from Defendants/Attorneys

Often the Court receives requests for special consideration such as additional time to pay, resets of court proceedings, etc., which are processed by the Court staff for decision by the Judge

5. Off-docket plea arrangements

Defendants sometimes call or come to the Court window and request a plea arrangement at that time or may request special consideration for a plea arrangement that may be passed by the prosecutor or the Judge, as appropriate.

RESOLUTION NO. 2020-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF DUNCANVILLE, TEXAS AND THE CITY OF DESOTO, TEXAS FOR THE USE OF THE DESOTO TRI-CITIES JAIL FACILITY FOR THE HANDLING, PROCESSING, HOUSING AND DETENTION OF PERSONS ARRESTED BY THE CITY OF DUNCANVILLE POLICE DEPARTMENT, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Duncanville ("City") desires to enter into an Interlocal Agreement with the City of DeSoto ("DeSoto") for their use of their DeSoto Tri-Cities Jail facility located at 714 E. Beltline Road ("Facility"); and

WHEREAS, The City desires to use the Facility for the handling, processing, housing and detention of persons arrested by the City; and

WHEREAS, The City has determined that entering into this Agreement with DeSoto will benefit the City, and the safety and welfare of its citizens.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the Interlocal Cooperation Agreement by and between the City of Duncanville, Texas and the City of DeSoto, Texas for the use of the Tri-Cities Jail Facility for the handling, processing, housing and detention of persons arrested by the Duncanville Police Department, attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute said Interlocal Agreement and any necessary documents to conform to this Resolution.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 18th day of August, 2020.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of Duncanville, Texas ("Customer"), and the City of DeSoto, Texas ("DeSoto"), (a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Customer desires to use the Tri-Cities Jail Facility ("Facility") for the handling, processing, housing and detention of persons arrested by Customer; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an agreement for Customer to use the DeSoto Tri-Cities Jail facility located at 714 E. Beltline Road ("Facility") for the handling, processing, housing and detention of persons arrested by Customer; and

WHEREAS, it is mutually advantageous for the Customer and DeSoto to enter into this Agreement; and

WHEREAS, Customer shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to permit Customer to use the Facility for the handling, processing, housing and detention of persons arrested by the Customer Police Department.

Article II
Term

2.1 The term of this Agreement shall be for a period of one (1) year commencing on October 1, 2020 ("Effective Date") and shall automatically renew for successive terms of one (1) year each on the anniversary date of the Effective Date, unless either Party gives written notice to the other Party to terminate at least thirty (30) days prior to the expiration of the then current term.

EXHIBIT A

2.2 Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Customer to DeSoto within thirty (30) calendar days after receipt of a final invoice for services rendered.

**Article III
Fee for Services**

3.1 Customer agrees, during the term hereof, to pay DeSoto a Participation Fee to be paid in equal monthly installments ("Monthly Installments") as set forth in Paragraph 3.4 below. The Participation Fee shall be established by the DeSoto City Manager on an annual basis for each ensuing fiscal year. The Participation Fee shall be based on the projected costs of services for a percentage of the operating costs of the Facility. The first year Participant fee shall be Two Hundred Seventy Thousand Dollars (\$270,000.00); the second year Participant fee shall be Three Hundred Ten Thousand Dollars (\$310,000.00); and, the third year Participant fee shall be Three Hundred Ten Thousand Dollars (\$310,000.00). Additionally, the Participation Fee may, at DeSoto's sole discretion, include the amount incurred by DeSoto for responding to medical emergency calls for Customer's prisoners at the Facility including the transportation of Customer's prisoners to a medical facility ("Medical Runs"). The calculation will use the previous fiscal year expenditures that were not recovered by DeSoto for the Medical Runs for Customers prisoners.

3.2 Any increase or change in the Participation Fee or other costs of services shall be effective on the forty-fifth (45th) calendar day after DeSoto provides written notice thereof to the Parties ("Notice of Fee Increase") of said increase, unless DeSoto receives written notice to terminate this Agreement from Customer prior to expiration of such forty-five (45) day period.

3.3 DeSoto shall, not later than the fifth (5th) calendar day of each calendar month, provide Customer with a written report containing the number of Customer prisoners processed into the Facility during the immediately preceding three month ("Prisoner Report") and an invoice for the Monthly Installments, or other cost of agreed services assessed for such reporting period ("Monthly Invoice"). Customer shall pay DeSoto the Monthly Invoice within thirty (30) calendar days after receipt of the Monthly Invoice.

3.4 Commencing on the Effective Date, Duncanville jailers shall be given first preference to be hired as jailers for the Facility provided they meet the City's hiring regulations.

**Article IV
Customer Obligations**

4.1 Customer shall provide DeSoto proper bond materials, including, but not limited to, a receipt book and bond money handling instructions.

4.2 Customer authorizes DeSoto to accept, document and secure prisoner bond money until such time as an authorized representative of Customer arranges for the transfer of said bond money to Customer.

Page 4 of 10

EXHIBIT A

4.3 Customer authorizes DeSoto to release Customer prisoners as required by law, at DeSoto's discretion.

4.4 Customer shall comply with all DeSoto Police Department policies and procedures including standard operating procedures, general orders and special orders regarding the arrest, intake, booking and release of prisoners. DeSoto shall upon request, provide Customer with a copy of the same, including any amendments thereto.

4.5 To provide for the safety of Customer's arrestees being booked into the Facility, the following is a list of conditions that require Customer to provide medical clearance and/or treatment prior to arriving at the Facility intake:

- (a) actively detoxing person (coming off alcohol or drugs with symptoms like vomiting, diarrhea, shaking, weakness);
- (b) suspected drug or alcohol overdose (or ingesting or swallowing drugs);
- (c) head or facial trauma (injury);
- (d) altered mental status, confusion, or loss of consciousness (passing out);
- (e) respiratory distress (difficulty breathing);
- (f) chest pain (cardiac or heart attack history);
- (g) broken bone or obviously deformity of a limb;
- (h) open wounds or any active bleeding;
- (i) inability to care for self (paraplegic, quadriplegic. etc.);
- (j) pregnant female detoxing from or currently using heroin or methadone;
- (k) high-speed or rollover motor vehicle collision;
- (l) prisoners deemed unsafe to proceed with being booked into the Facility for reasons including but not limited to:
 - (i) actively suicidal or psychotic; or
 - (ii) potential acute medical problem that could place arrestee at risk.

4.6 If an arrestee arrives at the Facility with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency's officer will be responsible for accompanying the arrestee.

4.7 The intake booking detention officers reserve the right to refuse the booking of Customer's arrestees when, in the opinion of the booking detention officer, such arrestee poses a safety threat to themselves or others.

Article V
Services

5.1 DeSoto shall provide the following prisoner services in accordance with DeSoto Police Department policies and procedures:

- (a) Intake of prisoners brought to the Facility by Customer;

EXHIBIT A

- (b) Complete inventory and storage of Customer prisoner property (except for restricted property);
- (c) Create and maintain a comprehensive medical and personal history statement, including next of kin contact information for each Customer prisoner;
- (d) Photograph and fingerprint each Customer prisoner;
- (e) Handle, process house and detain each Customer prisoner in the Facility until such prisoner is transferred to another jail facility, or released on bond or by other lawful means;
- (f) Feed and clothe each prisoner;
- (g) Operate and maintain the Facility in accordance with applicable Federal, State and Local Laws; and
- (h) Transfer bond funds within seven (7) days of receipt thereof.

5.2. DeSoto shall provide adequate space and utility connections for a work area within the Facility to be equipped and maintained by Customer for the purpose of prisoner operations.

**Article VI
Prisoner Magistration/Arraignment**

DeSoto shall insure that all Customer prisoners processed into the Facility are arraigned by a magistrate, and, when appropriate, provide an indigence hearing.

**Article VII
Medical and Transport Services**

7.1 DeSoto may in its sole discretion refuse to accept for processing into the Facility any Customer prisoner that appears to need medical treatment or medical services.

7.2 Neither DeSoto nor Customer may consent to medical treatment of a prisoner nor admit or sign a Customer prisoner into a hospital or medical facility, or otherwise assume the financial responsibility therefore.

7.3 Customer prisoners detained for misdemeanor offense may be released from the Facility by DeSoto if Customer cannot provide transport services for a Customer prisoner under the following conditions:

- (a) Charges are pending;
- (b) Reactivation of the warrant(s) for which the prisoner is being held;

EXHIBIT A

- (c) Charges filed at large; or
- (d) Charges not filed.

7.4 It shall be the Customers responsibility of escorting and the guarding of Customer prisoners to medical facilities for medical treatment. In the event that Customer is unable to provide initial escorting and guarding of Customer prisoner to medical facilities, DeSoto shall, if staff is reasonably available, provide such; however, Customer shall assume such responsibility of guarding Customer prisoners as soon as practical thereafter.

Article VIII
Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

Article IX
Indemnification

9.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

9.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

EXHIBIT A

9.3 **EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.**

**Article X
Miscellaneous**

10.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

10.2 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

10.3 **Force Majeure.** In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

10.4 **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

10.5 **Amendment.** This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

10.6 **Notice.** Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

Customer: Paul Frederiksen
Interim City Manager
City of Duncanville
203 East Wheatland Road
Duncanville, Texas 75116

DeSoto: Brandon Wright
City Manager
City of DeSoto
211 E. Pleasant Run Road
Suite A
DeSoto, Texas 75115

EXHIBIT A

with copy to:

Joseph Costa
Chief of Police
DeSoto Police Department
714 E. Beltline Road
DeSoto, Texas 75115

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

10.8 **Recitals.** Recitals to this Agreement are incorporated herein.

10.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

(signature page to follow)

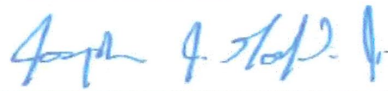
EXHIBIT A

EXECUTED this 5th day of August, 2020.

City of DeSoto, Texas

By: 
Brandon Wright, City Manager

APPROVED AS TO FORM:

By: 
Joseph J. Gorfida, Jr., City Attorney
(06-08-2020:TM 116048)

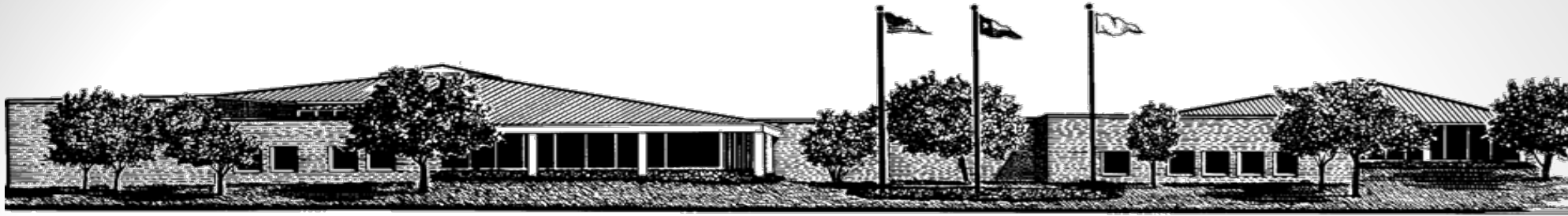
EXECUTED this ____ day of _____, 2020.

City of Duncanville, Texas

By: _____
_____, City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney



LIBRARY QUARTERLY REPORT

JULIO VELASQUEZ, LIBRARY DIRECTOR

AUGUST 18, 2020

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncannville



1



Departmental Accomplishments

- Reopened to limited public access on May 18 for browsing and check out of materials
- 24/7 Online access to library resources including catalog and all databases continued
- 24/7 Access to all e-materials including e-books, e-magazines, and e-audiobooks continued
- Staff members available to answer all questions via phone or email during operating hours 10-6PM Monday - Friday
- Curbside/home delivery of materials requested and placed on hold by patrons continues



SUMMER READING CLUB 2020

- 82 Summer Reading Logs Completed – All participants received a free book
- Library presented 32 virtual programs, including Grace Hula Dancers, and David Chicken Music on Facebook Live.
- Brett Roberts Bubble Magic, All About Animals, Blanca Reyna Storyteller, Mad Science STEM, Sandy Shrout Puppet Show, all on YouTube.
- Numerous take home crafts and projects for families.
- Total attendance: 1,373

SUMMER READING CLUB WINNERS

- Friends of the Duncanville Library provided four (4) Kindle Fire Tablets as Grand Prizes for Summer Reading Club.
- Summer Reading Club participants Kesler Brown, Blythe Polk, Miles Jackson, and Micaela Hernandez are the grand prize winners of Kindle Fire tablets



Service Measures – This Quarter

(August 18, 2020)

- DURING LOCKDOWN LIBRARY STAFF HAS DELIVERED TO **570 HOUSEHOLDS**
- AND HAS DELIVERED **5186 ITEMS**