

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: POLICE

AGENDA DATE: AUGUST 13, 2013

CONTACT PERSON NAME AND PHONE NUMBER: ASSISTANT CHIEF ROBERT E. FEIDNER / 915-564-7309.

DISTRICT(S) AFFECTED: ALL

SUBJECT:

"That the City Manager be authorized to sign the Interlocal Cooperation Contract, (Two copies of original), between the City of El Paso and Texas Department of Public Safety (DPS) Reprographics & Distribution Services which allows the City to purchase supplies from DPS Reprographics & Distribution Services at a later time as needed, from September 1, 2013 through August 31, 2015, for the Police Department's use in conducting DWI breath tests."

BACKGROUND / DISCUSSION:

DPS Reprographics & Distribution Services provides forms, manuals, gunshot residue kit, and supplies to the Department to use in the Breath-Alcohol Testing Program. The objective of this contract is to control and establish uniform procedures, paperwork and supplies used in the mentioned program. DPS Reprographics & Distribution Services is the sole service and supplies provider.

PRIOR COUNCIL ACTION:

City Manager, Joyce A. Wilson signed contract agreement on August 9, 2011 with Assistant City Attorney John R. Batoon approving as to form.

AMOUNT AND SOURCE OF FUNDING:

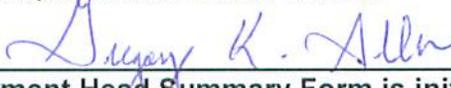
Approximately \$5,000/per year. Breath Alcohol Testing Program Funding:
Division: 21290, Fund: 4347, Dept: 321, Project: P5002390.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

"That the City Manager be authorized to sign an Interlocal Cooperation Contract between the City of El Paso and Texas Department of Public Safety (DPS) Reprographics & Distribution Services which will allow the City to purchase supplies from DPS at a later time as needed, from September 1, 2013 through August 31, 2015, for the Police Department's use in conducting DWI breath tests."

APPROVED this 13th day of August, 2013.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John R. Batton
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory K. Allen
Chief of Police

CITY CLERK DEPT.
2013 JUL 30 AM 9:27

**INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: EL PASO POLICE DEPARTMENT

Complete Address: 911 North Raynor Street El Paso, Texas 79903
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2013 and shall terminate on August 31, 2015.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedures of said party. If the government body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

CITY OF EL PASO – EL PASO POLICE DEPT.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: _____
Joyce A. Wilson, City Manager

By: _____
Authorized Signature

Title

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES
512-424-5424
512-424-5718

NON DPS AGENCIES PRICE SHEET

**AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED
TO PURCHASE PRINTED MATERIALS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 24 STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
DIC SPANISH FORMS:				
_____	DIC 24S DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 25S NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
_____	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	<u>\$0.00</u>
THP FORMS:				
_____	THP 1 OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>
_____	THP 1A SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>

_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ \$0.00
_____	THP/BR 38 INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$7.00/EACH	_____ \$0.00

***MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT
ON FILE TO PURCHASE ITEMS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ \$0.00
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 25 EACH	\$4.50/PKG.	_____ \$0.00
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$5.00/EACH	_____ \$0.00
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ \$0.00
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ \$0.00
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ \$0.00
			TOTAL ENCLOSED	_____ \$0.00
			(Items from pages 3 & 4)	

MAIL ORDERS AND PAYMENTS TO:

**GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512 -424-5424
512-424-5718**

**USING YOUR LETTERHEAD, PRINT THIS PAGE,
ATTACH ORDER SHEETS, AND MAIL TO:
GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

DATE _____

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

Title _____

Tax exempt number _____

Contact person _____ Phone number _____

Physical Address (City, State, Zip)
