



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		07/27/2015			
Department:		Police			
Department Head		Gregory W. Rushin			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
CAPTION					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the Texas Department of Public Safety and City of Plano, Texas to allow the City of Plano to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program; authorizing the City Manager or his designee to take action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2014-15; 2015-16; 2016-17	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	80,650	9,583	90,233
Encumbered/Expended Amount		0	-38,517	0	-38,517
This Item		0	-417	-9,583	-10,000
BALANCE		0	41,716	0	41,716
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves price quotes for alcohol blood test kits purchased from an Interlocal Agreement. Expenditures will be made in the Police Department based on need within the approved budget appropriations for each year of the contract. The estimated amount to be spent in FY 2014-15 is \$417. The remaining FY 2014-15 balance will be used for other medical expenses. The estimated amount for alcohol blood test kits in 2015-16 is \$5,000 and for 2016-17 is \$4,583. Purchases will be made within the annually approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Purchasing alcohol blood test kits through an Interlocal Agreement relates to the City's Goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>The City of Plano desires to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this agreement is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs. This agreement shall be effective September 1, 2015 and shall terminate on August 31, 2017.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution and Exhibit "A"					



Memorandum

Date: July 15, 2015
To: LaShon Ross, Deputy City Manager
From: Gregory W. Rushin, Chief of Police *GR*
Subject: Interlocal Agreement with Texas Department of Public Safety for Blood Kits

For years the police department has been purchasing blood kits from the Department of Public Safety (DPS). On September 1, 2015, the City will enter into an Interlocal Agreement with DPS for the purchase of these kits. City Legal has reviewed the agreement and crafted the Resolution that will be presented to Council on July 27, 2015.

These kits are used for blood draws on DWI investigations. The kits purchased from DPS come complete with all of the paperwork necessary for the shipping, processing, and return results needed by the DPS laboratory. There is another company that we can purchase the kits from, but that company's kits do not include the DPS-required paperwork for processing of the sample, making it necessary for an officer to identify the current forms and make copies of the DPS paperwork to include with the kit submission. Not filing the proper paperwork with the evidentiary sample could possibly result in errors in processing and affect the overall outcome of the criminal case. DPS prefers that we purchase the kits from them to eliminate errors in the processing of the blood samples.

The cost of blood kits purchased from DPS is approximately \$5,000 annually.

GWR/gs

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the Texas Department of Public Safety and City of Plano, Texas to allow the City of Plano to purchase supplies from the Texas Department of Public Safety to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program; authorizing the City Manager or his designee to take action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement for purchasing supplies by and between the Texas Department of Safety and City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, the City Council finds that the terms and conditions of the Agreement should be approved, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 27th day of July, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

**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: City of Plano

Complete Address:	<u>909 14th Street</u>	<u>Plano, Texas</u>	<u>75074</u>
	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, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances 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 procedure of said party. If the governing 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 Plano
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Title

Title

Date: _____

Date: _____

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

_____	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)	\$8.75/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 100 EACH	\$23.00/PKG.	_____ \$0.00
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/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)

Email Address
