CHW
08/20/15
Item No. 19

AN ORDINANCE 2015-08-20-0714

AUTHORIZING THE NEGOTIATION AND EXECUTION OF AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY, IN AN AMOUNT UP TO $7,500.00 FOR FY 2015 AND $202,634.59 FOR FY 2016, TO PROVIDE FOR BLOOD ALCOHOL AND DRUG TOXICOLOGY ANALYSIS OF EVIDENCE SUBMITTED BY THE SAN ANTONIO POLICE DEPARTMENT.

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WHEREAS, the San Antonio Police Department (SAPD) is in need of a vendor to conduct blood alcohol and drug toxicology analysis of evidence collected in connection with criminal investigations; and

WHEREAS, the Texas Department of Public Safety (DPS) is willing to provide this service; and

WHEREAS, in order to obtain this service, it is necessary to enter into an interlocal cooperation contract in accordance with Chapter 791 of the Texas Government Code; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designated representative are hereby authorized to negotiate and execute an interlocal cooperation contract between SAPD and DPS in an amount up to $7,500.00 for FY 2015 and $202,634.59 for FY 2016, to provide for blood alcohol and drug toxicology analysis of evidence submitted by the SAPD. Said contract shall contain substantially similar terms and conditions as those contained in the draft contract attached hereto as **Exhibit I**. Should the parties fail to execute a contract that contains substantially the same terms and conditions as those set out in the attached draft contract within ninety days of the effective date of this Ordinance, further City Council authorization shall be required.

SECTION 2. Funding in the amount of $7,500.00 for this Ordinance is available for Fund 11001000, Cost Center 1705020002 and General Ledger 5201040, as part of the FY 2015 budget. Additional funding for this Ordinance in the amount of $202,634.59 is contingent upon approval of the FY 2016 budget for Fund 11001000, Cost Center 1705020002 and General Ledger 5201040. Payment not to exceed the budgeted amount is authorized to DPS and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts, as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 20th day of August, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**19**
Date:	08/20/2015
Time:	09:22:38 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the negotiation and execution of an interlocal cooperation contract between the City of San Antonio and the Texas Department of Public Safety, in an amount up to $7,500.00 for FY 2015 and $202,634.59 for FY 2016, to provide for blood alcohol and drug toxicology analysis of evidence submitted by the San Antonio Police Department. [Erik Walsh, Deputy City Manager; Anthony Trevino, Interim Chief of Police]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by the between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Chapter 771 of the Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: San Antonio Police Department

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Crime Laboratory Service of the Texas Department of Public Safety (DPS) will provide blood alcohol and drug toxicology analysis of evidence submitted by San Antonio Police Department (SAPD). DPS shall in its discretion assign the services of two (2) full time equivalents (FTEs) to perform analysis with this Contract with the option of hiring an additional FTE if budget allows. The FTEs shall be employees of DPS. DPS shall attempt to provide a thirty (30) day or less turn-around time, from the date of submission to the DPS Laboratory, for blood alcohol cases and thirty (30) day or less turn-around time for toxicology cases. The assigned FTEs will work on San Antonio Police Department cases awaiting blood alcohol analysis before examining evidence from other agencies, as long as this Contract is in place. DPS shall in its discretion assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures. Case submissions shall not exceed 250 cases per month.

Until FTEs can be hired and fully trained to perform independent casework (approximately 6 months) under this Contract, DPS shall provide analysis utilizing current personnel working on overtime (not to exceed 300 cases per month). Current personnel may also be utilized to work cases throughout the Contract that exceed the 250 cases per month listed above.

Exhibit I

Evidence collected under the terms of this Contract shall be packaged in a standard DPS blood kit (available through DPS General Stores, part number 680-88-8050).

The San Antonio Police Department and the DPS Laboratory will agree upon a reasonable standard litigation packet that will be provided on cases worked on an as needed basis.

When DPS Laboratory analysts are needed for court testimony, a subpoena will be issued to the analyst and every attempt should be made to provide sufficient (2 weeks or more) notification prior to trial. Issuance of a subpoena does not guarantee availability for court.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See attached schedule.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed the listed amount.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based on vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

V. TERMS OF CONTRACT:

This contract is to begin September 01, 2015, and shall terminate September 31, 2020. Upon expiration of the initial term, the Contract may renew for two (2) additional two-year terms, and each renewal period begins automatically upon the expiration of the prior term, unless one of the Parties give the

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other party written notice of its desire not to renew the Contract at least one hundred and twenty (120) days prior to the expiration of such term.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State and City Government, (2) the proposed arrangements serve the interest of efficient and economical administration of State and City Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in

_____.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Section 411.009 of the Government Code.

RECEIVING AGENCY	PERFORMING AGENCY
San Antonio Police Department	Department of Public Safety
By: _____ Authorized Signature	_____ Authorized Signature
_____ Title	_____ Title
Date: _____	Date: _____

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