

RESOLUTION #: 2015-6-18B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY THAT AUTHORIZES THE CITY TO PURCHASE CERTAIN PUBLIC SAFETY RELATED SUPPLIES AND MATERIALS UNDER TERMS AND CONDITION SPECIFIED IN THE INTERLOCAL COOPERATION CONTRACT.

WHEREAS, the City of Overton has entered into an Interlocal Agreement with the Department of Public Safety in the past, to purchase certain supplies and materials used in law enforcement by the City; and

WHEREAS, the term of that previous Agreement expires on August 31st, 2015; and

WHEREAS, the City Council of the City of Overton has determined that it is in the best interest of the City to continue to accrue the advantageous offered by entering into said Purchasing Agreement with the Texas Department of Public Safety;

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

That the City of Overton Texas approves entering into a Public Safety Interlocal Cooperation Contract with the Texas Department of Public Safety under terms and conditions of the Contract which is attached hereto as EXHIBIT A and incorporated herein for all purposes.

APPROVED AND ADOPTED by the City Council of the City of Overton, Texas on this 18th day of June, 2015.

CITY OF OVERTON

By:


C.R. Evans Jr., Mayor

ATTEST:

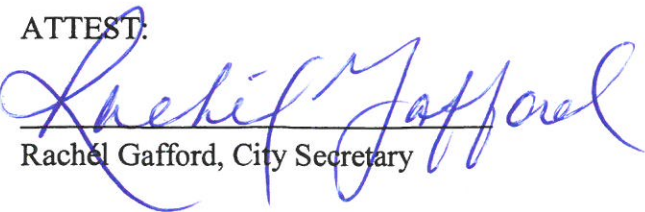

Rachel Gafford, City Secretary



EXHIBIT A

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

THE STATE OF TEXAS

COUNTY OF RUSK §

COUNTY OF Smith §

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 Overton

Complete Address: 1200 S. Commerce St. Drawer D Overton, Texas 75684

The Performing Agency : The 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.

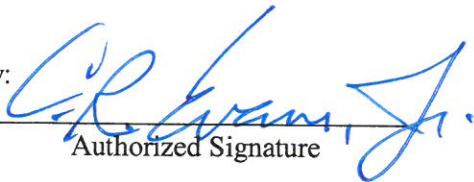
RECEIVING AGENCY

PERFORMING AGENCY

City of Overton, Texas
Name of Agency

Texas Department of Public Safety
Name of Agency

By:


Authorized Signature

By:

Authorized Signature

Mayor
Title:

Title :

Date:

6-18-15

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	<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	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 IA 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	<u>\$0.00</u>
_____	THP SIA AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	<u>\$0.00</u>
_____	THP/BR38 INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	<u>\$0.00</u>

*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>QUANTITY</u>	<u>MINIMUM</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	<u>\$0.00</u>
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	<u>\$0.00</u>
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	<u>\$0.00</u>
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	<u>\$0.00</u>
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	<u>\$0.00</u>
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	<u>\$0.00</u>
			TOTAL ENCLOSED	<u>\$0.00</u>
			(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
