

AN ORDINANCE 2021-05-13-0343

APPROVING AN INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT WITH A TECHNICAL SUPERVISOR FOR OFFICER/OPERATOR TRAINING, EXPERT TESTIMONY, AND MAINTENANCE OF INTOXILYZER INSTRUMENTS.

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WHEREAS, the San Antonio Police Department (SAPD) relies on the use of intoxilyzer instruments when officers arrest drivers suspected of driving under the influence or while intoxicated, because breath test results are available immediately to allow officers and prosecutors to proceed with cases in a timely manner, and are less costly than blood draws and analysis; and

WHEREAS, the Texas Department of Public Safety (DPS) has agreed to provide SAPD with a DPS certified Technical Supervisor for continued officer/operator training, expert testimony, and maintenance of intoxilyzer instruments to provide for effective DWI investigations and prosecutions; and

WHEREAS, the services provided under this contract are professional in nature and require specialized or advanced skills, knowledge, qualifications, and/or certifications; and

WHEREAS, the Texas Government Code in Chapter 791 authorizes such an agreement, and Section 252.022(a)(4) of the Texas Local Government Code provides that competitive bidding is not required for procurements that involve professional services; **NOW THEREFORE:**

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

SECTION 1. The City Manager and designee, and the Chief of Police and designee, are hereby authorized to execute an interlocal agreement with DPS for professional services, that is materially and substantively the same as the agreement set forth in **Exhibit A**, in support of the intoxilyzer instruments, with monthly payments of \$8,333.33, for a total amount not to exceed \$400,000.00. The terms and conditions of the interlocal agreement, which terminates on April 27, 2025, are hereby approved.

SECTION 2. Funding for this ordinance in the amount of \$33,333.00 is available in Fund 11001000, Cost Center 1704020001 and General Ledger 5201040 as part of the Fiscal Year 2021 Budget. Additional funding for this ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

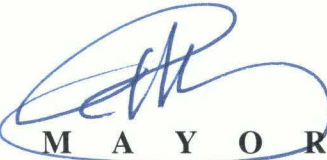
SECTION 3: Additional funding for the duration of this contract is contingent upon City Council approval of the Fiscal Year 2022 budget and subsequent budgets that fall within the contract terms.

SECTION 4: Payment is authorized to Texas Department of Public Safety and should be encumbered with a purchase order.

SECTION 5: The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 13th day of May, 2021.



M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



(Hd) Andrew Segovia, City Attorney



City of San Antonio

City Council

May 13, 2021

Item: 18

File Number: 21-3335

Enactment Number:

2021-05-13-0343

Ordinance approving a four-year Interlocal Cooperation Contract with the Texas Department of Public Safety to support the Police Department with Technical Supervisor for officer/operator training, expert testimony, and maintenance of intoxilyzer machines. The annual amount of the contract is \$100,000 for a total of \$400,000 over contract term. Funds in the amount of \$33,333 are available from the General Fund for FY 2021 and future years' funding is subject to City Council approval as part of the annual budget process. [Maria Villagomez, Deputy City Manager; William P. McManus, Chief of Police]

Councilmember Rebecca Viagran made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

EXHIBIT A

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the San Antonio Police Department (SAPD) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 411.

SAPD certifies that it has the authority to contract for the services by authority granted in Local Government Code Chapter 262.

II. BACKGROUND AND PURPOSE

SAPD has a need for assistance in technical services related to evidential breath alcohol testing instruments.

DPS has the ability to assist and will provide technical supervisory services to SAPD to comply with its public safety requirements.

III. STATEMENT OF SERVICES

DPS will provide, and SAPD will pay for, the services of one technical supervisor. This individual will be certified by the Scientific Director of the Alcohol Testing Program of DPS. DPS and its technical supervisor will perform the following.

DPS will perform the following services.

- A. Inspect, certify, calibrate, and maintain evidential breath alcohol testing instruments;
- B. Supervise the operation of the evidential breath testing instruments and associated equipment in consultation with SAPD;
- C. Provide expert testimony concerning the evidential breath testing instruments and associated equipment and testing techniques that are under the supervision of DPS's technical supervisors;
- D. Provide technical advice to prosecutors and law enforcement agencies;
- E. Check and prepare chemicals used for testing when necessary;
- F. Perform other duties as necessary to enable evidence obtained from evidential breath alcohol testing instruments to be admissible in criminal and civil proceedings;
- G. Provide annual supplemental training and retraining of certified breath alcohol testing operators;

- H. Maintain records and reports required by the Scientific Director and comply with requests for records and data, including subpoenas, discovery, and public information act requests for records held by the DPS; and
- I. Maintain as many evidential testing sites of SAPD as necessary for the success of the breath alcohol testing program.

SAPD understands or will perform the following.

- A. SAPD understands that DPS is solely response;
- B. Initial training and certification of breath alcohol testing operators;
- C. Provide suitable classroom style facilities to DPS for supplemental training and retraining of certified breath alcohol test operators;
- D. Provide physical spaces for breath alcohol instrument test site locations, suitable for evidential breath alcohol testing; and
- E. Comply with Texas Breath Alcohol Testing Regulations.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total four-year term of this Contract will not exceed \$400,000. The annual amount of \$100,000 reflects the actual annual cost of having a DPS Technical Supervisor available to SAPD during its business hours and it includes salary, equipment, and operational costs.

V. PAYMENT FOR SERVICES

DPS will submit to SAPD a monthly invoice, in the amount of \$8,333.33 per month to SAPD. SAPD will remit payment to DPS no later than 30 calendar days after SAPD's receipt of the invoice.

VI. TERM OF CONTRACT

The Contract is effective on April 28, 2021, upon signing by both parties and terminates on April 27, 2025, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This contract may only be amended by mutual written agreement of the parties.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the date of the change.

If to DPS: Brady Mills, Chief, Crime Laboratory Division, 5800 Guadalupe, Austin TX 78752, Email: brady.mills@dps.texas.gov. Phone 512-424-7151.

If to SAPD: San Antonio Police Department, Attn: Chief of Police, 315 S. Santa Rosa, San Antonio TX 78207.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

San Antonio Police Department Authorized Representative
<i>Chief of Police William McManus</i>
Signature of Authorized Representative
Date:

Department of Public Safety of the State of Texas Authorized Representative
<i>Director Steven C. McCraw</i>
Signature of Authorized Representative
Date: