

**INTERLOCAL CONTRACTUAL AGREEMENT
CONCERNING BREATH ALCOHOL TECHNICAL SUPERVISOR**

This Agreement is entered into on the 14th day of March, 2017, by and between the CITY OF LEAGUE CITY, TEXAS, a home rule City existing in Galveston and Harris Counties, Texas, (hereinafter sometimes called "COLC") and the following governmental entities (hereinafter collectively called "Other Agencies"): the COUNTY OF GALVESTON, TEXAS acting on behalf of the offices of its Criminal District Attorney and its Sheriff, a Texas County; the CITY OF WEBSTER, a home rule City in Harris County, Texas; the CITY OF SEABROOK, TEXAS, a home rule City in Harris County, Texas; the CITY OF SOUTH HOUSTON, TEXAS, a home rule City in Harris County, Texas; the CITY OF TEXAS CITY, TEXAS, a home rule City in Galveston County, Texas; the CITY OF PEARLAND, TEXAS, a home rule City in Brazoria, Fort Bend, and Harris Counties, Texas; and the CITY OF FRIENDSWOOD, TEXAS, a home rule City in Galveston and Harris Counties, Texas; pursuant to the Interlocal Cooperation Act of Texas (Chapter 791, Texas Government Code).

WITNESS:

WHEREAS, all of the parties hereto have need for the services of a Breath Alcohol Technical Supervisor (hereinafter sometimes called "BATS") certified by the Scientific Director of the Alcohol Testing Program for the Texas Department of Public Safety (hereinafter "DPS") and for an Evidential Breath Alcohol Instrument ("Instrument") certified by the same DPS Scientific Director) for use in law enforcement and prosecution of Driving While Intoxicated (hereinafter "DWI") offenses; and

WHEREAS, DPS is willing to provide each of the parties hereto (1) the services of a BATS who is a DPS employee, and (2) an Instrument, in exchange for reimbursement of DPS's costs to employ said BATS (\$100,000 annually), but DPS desires to be contractually bound to only one agency; and

WHEREAS, there are significant savings to be realized by the parties hereto to jointly secure the services of a BATS and to share the costs thereof equally among COLC and Other Agencies; and

WHEREAS, COLC and Other Agencies are agreeable to having COLC be the sole entity to contract with DPS to secure the services of the BATS and an Instrument for each agency, but all parties agree to evenly share the costs of the BATS;

NOW THEREFORE, for consideration hereinafter stated the parties do hereby agree as follows:

I. DUTIES OF OTHER AGENCIES

- A. Other Agencies shall each pay annually to COLC its equal share of the \$100,000 reimbursement for the BATS, as provided herein, within thirty (30) days of receiving an invoice for such from COLC.
- B. Other Agencies agree to comply with all rules, regulations, and/or requirements of DPS regarding (1) providing a suitable facility in which to secure and operate an

Instrument; (2) operation and maintenance of the Instrument; and (3) training of personnel to properly operate the Instrument to administer breath alcohol tests.

II. DUTIES OF COLC

- A. COLC shall enter into a contract with DPS to secure the services of a BATS in substantially the same form as the contract attached hereto as Exhibit A ("DPS Contract"). COLC shall use its best efforts to keep the DPS Contract or a renewal thereof in effect during the period that this Agreement is in effect.
- B. COLC shall send invoices to the Other Agencies during the first week of each March during the term of this Agreement, for their share of the annual \$100,000 reimbursement for the BATS. COLC shall collect payments from the Other Agencies and, along with COLC's equal share of the annual \$100,000 reimbursement, shall remit to DPS the total of eight thousand three hundred thirty-three dollars and thirty-three cents (\$8,333.33) each month during the term of this Agreement.
- C. COLC agrees to comply with all rules, regulations, and/or requirements of DPS regarding (1) providing a suitable facility in which to secure and operate an Instrument; (2) operation and maintenance of the Instrument; and (3) training of personnel to properly operate the Instrument to administer breath alcohol tests.

III. TERM OF AGREEMENT

The term of this Agreement shall be for a period of sixty (60) months commencing April 1, 2017 and continuing until March 31, 2022. Thereafter this Agreement shall automatically renew under these same terms for successive one (1) year periods unless terminated as provided herein. This Agreement hereby terminates the prior Agreement for technical supervisors between the Other Agencies and COLC. COLC agrees to refund or credit any unused payments for services to the party that paid said funds.

IV. TERMINATION

This Agreement will be terminated and of no further force and effect upon the occurrence of one of the following triggers:

- A. The DPS Contract ceases to be in force and effect, whether by termination or nonrenewal of the term thereof.
- B. If COLC receives within any thirty (30) day period written requests from six (6) of the Other Agencies that this Agreement be terminated, COLC shall give DPS a written notice to terminate the DPS Contract. This Agreement will be terminated effective the date that the DPS Contract terminates.
- C. COLC withdraws from this Agreement as provided below.
- D. Six (6) of the Other Agencies withdraw from this Agreement as provided below.

Upon the effective date of termination, any prepaid funds not required to be remitted to DPS pursuant to the DPS Contract shall be refunded by COLC to the party that paid said funds within thirty (30) days of a written request for such refund.

V. WITHDRAWAL OF PARTIES

Any party hereto may withdraw its participation from this Agreement as provided below.

- A. If DPS removes any Instrument such that a party hereto has no Instrument at any of its facilities, that party may withdraw from this Agreement such that it is no longer obligated to pay its share for the BATS. This right to withdraw shall NOT arise if DPS removed the Instrument(s) for good cause, such as the failure of the affected agency to secure, operate, or maintain said Instrument or to properly train its personnel pursuant to DPS requirements.
- B. Should any of the Other Agencies find that a material deficiency exists in the performance of services provided by the BATS, such deficiency may be reported to COLC in writing, which shall convey any such report to DPS. If the deficiency is not corrected within thirty (30) days of being conveyed to DPS, the reporting party may withdraw from this Agreement and no longer be obligated to pay its share for the BATS.
- C. Should any of the parties hereto desire to withdraw from this Agreement for convenience, it may do so but will remain obligated to pay its share for the BATS until the expiration of the then current term, unless all other parties agree to jointly and equally assume the withdrawing party's payment obligation.

VI. APPROPRIATIONS

To the extent permitted by the laws and Constitution of the State of Texas, all parties shall be obligated to make payments under this Agreement from funds budgeted and appropriated for the purpose. In conformance with Texas Government Code Section 791.011(d)(3), each payment due from a party to COLC for services provided herein are payable from the party's then current revenues.

VII. SIGNATURES

CITY OF LEAGUE CITY, TEXAS

By : Pat Hallisey, MAYOR

ATTEST:

City Secretary, City of League City

CITY OF WEBSTER

By: Donna Rogers, MAYOR

ATTEST:

City Secretary, City of Webster

CITY OF SEABROOK, TEXAS

O.J. Miller
By: ~~Glenn Royat~~, MAYOR *PRO TEM*
O.J. Miller

ATTEST:

City Secretary, City of Seabrook

CITY OF SOUTH HOUSTON, TEXAS

By: Joe Soto, MAYOR

ATTEST:

City Secretary, City of South Houston

CITY OF FRIENDSWOOD, TEXAS

By: Kevin M. Holland, MAYOR

ATTEST:

CITY OF TEXAS CITY, TEXAS

By: Matt Doyle, MAYOR

ATTEST:

City Secretary, City of Texas City

CITY OF PEARLAND, TEXAS

By: Tom Reid, MAYOR

ATTEST:

City Secretary, City of Pearland

GALVESTON COUNTY, TEXAS

By: Mark Henry, COUNTY JUDGE

ATTEST:

CITY OF SEABROOK, TEXAS

By: Glenn Royal, MAYOR

ATTEST:

City Secretary, City of Seabrook

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ATTEST:

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By: Matt Doyle, MAYOR

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City Secretary, City of Pearland

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By: Mark Henry, COUNTY JUDGE

ATTEST:

Galveston County Clerk

City Secretary, City of League City

CITY OF SEABROOK, TEXAS

By: Glenn Royal, MAYOR

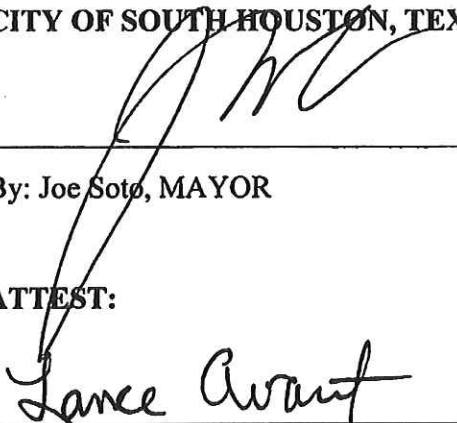
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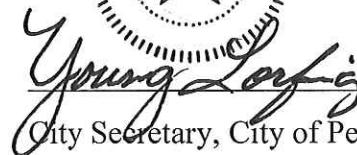
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CITY OF PEARLAND, TEXAS



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Galveston County Clerk

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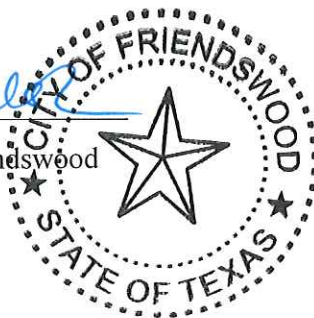


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GALVESTON COUNTY, TEXAS


By: Mark Henry, COUNTY JUDGE

ATTEST:

Galveston County Clerk
Dwight D. Sullivan

By: 
Renee H. Edgar Deputy

