

INTERLOCAL AGREEMENT

Contract Number: 405-LES-16-0052

THE STATE OF TEXAS COUNTY OF TRAVIS

THIS AGREEMENT is entered into by and between the Texas Department of Public Safety, hereinafter "the Department", and City of League City, a home rule city existing in the Counties of Galveston and Harris Counties, under the laws of the State of Texas, hereinafter "the City", under the authority granted and in compliance with the provisions of Chapter 791 of the Government Code.

I. RECITALS:

The City desires to obtain technical supervisory services in order to comply with the requirements of Transportation Code Chapters 524 and 724, in connection with obtaining evidence to be used in the trial of criminal and civil actions or proceedings.

The Department is legally authorized to perform technical supervisory services for the City.

This Agreement is made and entered into by and between the City and the Department pursuant to the Interlocal Cooperation Act, Government Code Chapter 791.

II. STATEMENT OF SERVICES TO BE PERFORMED:

A. Duties of the Department. The Department will provide the services of one (1) technical supervisor certified by the Scientific Director of the Alcohol Testing Program of the Department paid for by the City. The technical supervisor will perform the following functions:

1. Inspect, certify, calibrate, and maintain evidential breath alcohol testing instruments;
2. Supervise the operation of the evidential breath testing instruments and associated equipment in consultation with the City;
3. Provide expert testimony concerning the evidential breath testing instruments and associated equipment and testing techniques that are under the supervision of the technical supervisors of the Department;
4. Provide technical advice to prosecutors and law enforcement agencies;

5. Check and prepare chemicals used for testing when necessary;
6. Perform other duties as necessary to enable evidence obtained from evidential breath alcohol testing instruments to be admissible in criminal and civil proceedings; and
7. Provide annual supplemental training and retraining of certified breath alcohol testing operators.
8. Maintain records and reports required by the Scientific Director and comply with requests for records and data including, but not limited to subpoenas, discovery, and public information act requests for records held by the Department; and
9. Maintain as many evidential testing sites in the cities of League City, Webster, Seabrook, South Houston, Texas City, Friendswood, Pearland, and the County of Galveston, as necessary for the success of the breath alcohol testing program.

B. Duties of the City. The City is responsible for the following functions:

1. Initial training and certification of breath alcohol testing operators;
2. When necessary, provide suitable classroom style facilities to the Department for supplemental training and retraining of certified breath alcohol test operators;
3. Where applicable, provide physical space to be used as breath alcohol instrument test site locations which is suitable for evidential breath alcohol testing; and
4. Comply with the Texas Breath Alcohol Testing Regulations.

III. AGREEMENT AMOUNT

The total amount of this Agreement will not exceed \$100,000.00 in the first year and \$100,000 for each year in renewal. The parties agree that these amounts fairly compensate the performance of the Agreement.

IV. LIMIT OF APPROPRIATION

DPS understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that DPS may become entitled to for the Services performed under this Agreement, and the total maximum sum that the City will become liable to pay to DPS under this Agreement, will not under any conditions, circumstances or interpretations thereof exceed the sum of \$100,000.00. Notwithstanding anything to the contrary, or that may be construed to the contrary, the City's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, DPS' sole and exclusive remedy will be to terminate the Agreement.

With regard to the renewal of this Agreement, the City has not allocated any funds for any renewal period beyond the current fiscal year. Therefore, any renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Agreement.

V. TERM OF THE AGREEMENT

The period of performance for this Agreement begins on the date of execution by both parties and is effective for one year. It will automatically renew for one year terms thereafter. This agreement supersedes any previous agreements for technical supervisors between the Department and the City. Either party may terminate the Agreement at any time and for any reason, including convenience, after providing the other party written notice at least thirty (30) days prior to the effective date of termination.

VI. PAYMENT FOR SERVICES

The Department will submit to the City's project officer identified in Paragraph VIII a monthly invoice, in the amount of \$8,333.33 per month. The City will pay each invoice in compliance with State law. The City will pay for services received with a voucher, direct deposit, or other method as agreed upon by both parties and allowed by the uniform statewide accounting system. Payments will be made from current revenues available to the City.

VII. WRITTEN MODIFICATION

No modification or amendment to this Agreement will become valid unless in writing and signed by both parties.

VIII. PROJECT OFFICERS

For purposes of this Agreement, the following project officers will receive all required notices by certified mail, facsimile, or electronic mail as follows:

For the City:	For the Department:
Michael Kramm	Mack Cowan
555 West Walker	PO Box 4087
League City, Texas 77573	MSC 0570
	Austin, TX 78773
Telephone: 281-338-4163	Telephone: 512/424-5202
Fax: 281-332-3147	Fax: 512/424-5210
E-mail: Michael.Kramm@lcpd.com	E-mail: mack.cowan@dps.texas.gov

1 **IX. OTHER CERTIFICATIONS AND SIGNATORY AUTHORITY**

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3 The City further certifies that it has the authority to contract for the above referenced
4 services by authority granted in its home-rule charter adopted pursuant to Article XI,
5 Section 5, of the Texas Constitution.

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7 The Department further certifies that it has the authority to perform the above
8 referenced services by authority granted in Transportation Code Chapter 724 and
9 Government Code Chapter 411.

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11 Each party signing this Agreement hereby represents and warrants that it has full
12 authority to do so.

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14
15 **CITY OF LEAGUE CITY**

DEPARTMENT OF PUBLIC SAFETY

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20 By: _____
21 (Authorized Signature)

By: _____
(Authorized Signature)

22
23
24 _____
25 John Baumgartner
26
27 _____
28 City Manager

Robert J. Bodisch, Sr.

Deputy Director, Homeland Security and
Services