

RESOLUTION NO. 2017-72

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO OBTAIN THE SERVICES OF A BREATH ALCOHOL TECHNICAL SUPERVISOR

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEAGUE CITY, TEXAS, as follows:


Section 1. The City authorizes an Interlocal Agreement in substantially the same form as Exhibit A, which is attached and incorporated herein, with Texas Department of Public Safety to retain the services of a Breath Alcohol Technical Supervisor.

Section 2. The City Manager or his designee is authorized to execute all documents necessary to complete this transaction.


Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.


PASSED AND APPROVED the 25th day of April, 2017.

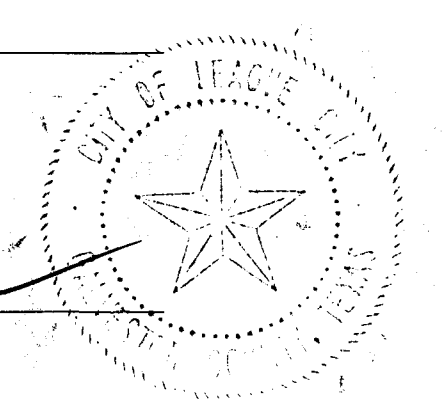

PAT HALLISEY
Mayor

ATTEST:


DIANA M. STAPP
City Secretary

APPROVED AS TO FORM:


NGHIEM V. DOAN
City Attorney



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.

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

6
7 **V. TERM OF THE AGREEMENT**

8
9 The period of performance for this Agreement begins on the date of execution by
10 both parties and is effective for one year. It will automatically renew for one year
11 terms thereafter. This agreement supersedes any previous agreements for
12 technical supervisors between the Department and the City. Either party may
13 terminate the Agreement at any time and for any reason, including convenience,
14 after providing the other party written notice at least thirty (30) days prior to the
15 effective date of termination.

16
17 **VI. PAYMENT FOR SERVICES**

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

25
26 **VII. WRITTEN MODIFICATION**

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

30
31 **VIII. PROJECT OFFICERS**

32
33 For purposes of this Agreement, the following project officers will receive all
34 required notices by certified mail, facsimile, or electronic mail as follows:

35
36
37

| 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 |

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

2
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.

6
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.

10
11 Each party signing this Agreement hereby represents and warrants that it has full
12 authority to do so.

13
14
15 **CITY OF LEAGUE CITY**

16
17
18
19
20 **DEPARTMENT OF PUBLIC SAFETY**

21 By: 
(Authorized Signature) 4-27-17

22 By: 
(Authorized Signature) 5.15.17

23
24
25 _____
John Baumgartner

26
27
28 _____
Robert J. Bodisch, Sr.

29
30
31 _____
City Manager

32 _____
Deputy Director, Homeland Security and
Services



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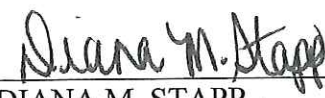
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