

INTERLOCAL COOPERATION CONTRACT

Between

The City of League City (League City)

and

Department of Public Safety (DPS)

I. AUTHORITY

League City and DPS enter into this contract under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

League City certifies that it has the authority to contract for the above services by authority granted in its home-rule charter adopted under Article XI, Section 5 of the Texas Constitution and Texas Transportation Code Chapters 524 and 724.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

II. STATEMENT OF SERVICES TO BE PERFORMED

DPS will provide the services of one technical supervisor certified by the Scientific Director of the Alcohol Testing Program of the DPS paid for by League City. The DPS technical supervisor will perform the following functions.

- 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 League City;
- 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; and
- 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 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.

League City is responsible for the following functions.

- A. Initial training and certification of breath alcohol testing operators;
- B. When necessary, providing suitable classroom style facilities to DPS for supplemental training and retraining of certified breath alcohol test operators;
- C. Where applicable, providing physical spaces to be used as breath alcohol instrument test site locations that are suitable for evidential breath alcohol testing; and
- D. Complying with the Texas Breath Alcohol Testing Regulations.

III. CONTRACT AMOUNT

The total amount of this Contract will not exceed \$100,000. Any optional one-year renewal period exercised will also not exceed \$100,000.

IV. PAYMENT FOR SERVICES

DPS will submit to League City's project officer identified in Section VII(F) 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 League City.

VI. TERM OF CONTRACT

This Contract begins on the day of the last party to sign this Contract, and will terminate on June 30, 2019. There are three optional, one-year renewal periods, which may be used upon mutual written agreement of the Parties per Section VII(E) of this Contract.

VII. GENERAL TERMS AND CONDITIONS

- A. Termination for Convenience. Either Party may cancel this Contract for any reason upon 120 calendar days' written notice to the other Party. In the event of such termination, only the amounts due to DPS for services provided up to and including the date of termination will be due and payable. In no event will termination under this section by either Party give rise to any liability whatsoever on the part of the terminating Party.

- B. Termination for Cause. If either Party materially breaches this Contract, the non-breaching Party will deliver written notice of such material breach to the breaching Party. Such notice will specify the nature of the material breach and inform the breaching Party that unless the breach is cured within ten business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching Party begins a good faith attempt to cure the material breach within ten business days, then and in that instance, the ten business-day period may be extended by the non-breaching Party, so long as the breaching Party continues to pursue a cure diligently to completion and continues to make a good faith attempt to cure the material breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten business days or otherwise fails to make any diligent attempt to correct the material breach, the breaching Party will be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available under this Contract and the law, terminate this Contract.
- C. Funding Out. DPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If DPS or the subject matter of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render Contract performance impossible, unnecessary, void, or substantially amended, DPS may immediately terminate this Contract without penalty or liability.
- League City is a political subdivision of the State of Texas. If League City or the subject matter of this Contract become subject to a lack of appropriated funds which would render the Contract performance impossible, unnecessary, void, or substantially amended, League City may immediately terminate this Contract without penalty to or any liability.
- D. No Joint Enterprise. The provisions of this Contract are not intended to create, nor will they be in any way construed to create a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- E. Amendments. Any amendment to this Contract is only valid if in writing and signed by both Parties.
- F. Notice. Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email.

If to DPS:

Department of Public Safety
Law Enforcement Support, Crime Laboratory Service
Attn: Mack Cowan

PO Box 4087
Austin, Texas 78773
Telephone: (512) 424-5202
Email: Mack.Cowan@dps.texas.gov

If to League City:

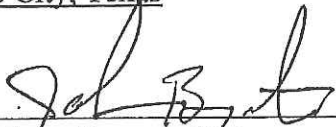
Gary D. Ratliff
555 West Walker
League City, Texas 77573
Telephone: (281) 338-4180
Email: Gary.Ratliff@leaguecitytx.gov

Either of the Parties may change its address or designated individual to receive notices by giving the other Party written notice as provided in this Section, specifying the new address or individual and the date upon which it will become effective.

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.

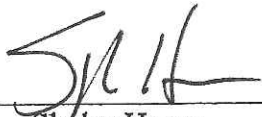
League City, Texas

By: 
John Baumgartner

City Manager
Title

Date: 8-15-18

Department of Public Safety

By: 
Skylor Hearn

Deputy Director, Administration and Services
Title

Date: 8-23-18

