

INTERLOCAL AGREEMENT
SAN PATRICIO COUNTY AND THE CITY OF CORPUS CHRISTI
("Agreement")

WHEREAS SAN PATRICIO COUNTY, Texas employs Marie Ann Montoya as a Technical Supervisor in its Intoxilyzer Program for the benefit of the law enforcement and prosecution agencies of said County in their enforcement of the driving while intoxicated laws of the State of Texas; and,

WHEREAS the CITY OF CORPUS CHRISTI, Texas desires the continued use of the professional services of the said Marie Ann Montoya for the benefit of the law enforcement and prosecution agencies of said CITY in like enforcement of said laws, the Parties hereto enter into the following Agreement:

1. PARTIES

The following local governmental entities are Parties to this Interlocal Agreement and the signatures of their authorized representatives below indicate acceptance of its terms:

- A. SAN PATRICIO COUNTY, Texas, ("COUNTY") acting by and through its Commissioners' Court; and
- B. The CITY OF CORPUS CHRISTI, Texas, ("CITY") acting by and through its City Council.

2. INTENT

It is the intent of the Parties to enter into an Agreement as provided in the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The subject of the Agreement, providing the services of an Intoxilyzer Technical Supervisor as an adjunct of the law enforcement responsibility of the Parties, is a function within the contemplation of the Act and one which each Party is authorized to perform independently, irrespective of this Agreement.

3. TERMS OF AGREEMENT

This Agreement shall be in effect for the period beginning on January 1, 2018 and ending at midnight on December 31, 2018, unless terminated by one or both Parties. The term of the Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the termination provisions contained herein. Either Party may terminate its participation in the Agreement by giving the other Party ninety (90) days' notice, in writing, of such termination. Anything in this Agreement to the contrary notwithstanding, CITY shall not be relieved of its obligation to pay COUNTY when due all amounts which accrued prior to such termination.

The CITY shall pay COUNTY an amount of Eighteen Thousand Five Hundred and no/100 Dollars (\$18,500.00) per twelve-month period for the above-described services of the said Technical Supervisor. Subject to the termination provisions contained herein, and subject to

annual appropriations by the City Council, such payments will become due on December 31, 2018 and shall be paid thereafter on the last day of December of each succeeding year. The CITY shall make annual payment by check in one lump sum of Eighteen Thousand Five Hundred and no/100 Dollars (\$18,500.00) and shall be received by COUNTY not later than January 15, 2019 and thereafter on the 15th day of January of each succeeding year. A late fee of \$50.00 per day will be charged if the annual payment is not received by COUNTY by its due date. Payment will be delivered to the following address by certified mail, postage pre-paid, and effective five days after mailing or upon personal delivery. The check shall be made payable to "San Patricio County" and delivered or mailed to 400 West Sinton Street, Room 109, Sinton, Texas 78387.

4. PERSONNEL

Marie Ann Montoya, a trained toxicologist, is certified as a Technical Supervisor by the Texas Department of Public Safety. She is employed by COUNTY as administrator of that County's Intoxilyzer Program. The salary of Marie Ann Montoya is determined by the COUNTY'S Commissioners' Court and shall be included in the budget of said COUNTY. In the event that Marie Ann Montoya should become disabled, her employment be terminated, or she is otherwise rendered unable to perform the services contemplated by this Agreement, the Parties may terminate this Agreement or negotiate for further services to be performed by another qualified individual.

Termination under this Section, or Section 3 above, shall not affect obligations incurred by the Parties before the Agreement was terminated. All funds due or collected pursuant to this Agreement shall be pro-rated to the day of termination of this Agreement and shall be paid or refunded as necessary to effect the purposes hereof.

5. DUTIES OF THE PARTIES

The Intoxilyzer instrument(s) in CITY shall be inspected and serviced at least once a month. The Technical Supervisor shall keep a record of such services as required by law and be available to testify as a witness with reference to said instrument(s) in the courts of Nueces County. The Technical Supervisor shall keep a record of all professional duties and services performed in her official capacity. The record shall include time spent performing each duty for the COUNTY and/or CITY of service, respectively. The Technical Supervisor shall prioritize competing demands for services in the order of official notification at the address and telephone number provided by the Technical Supervisor.

The CITY POLICE DEPARTMENT shall provide all consumable items and extraordinary repairs required to operate their breath alcohol testing program.

6. NON-EXCLUSIVITY

COUNTY has established a cost-sharing relationship with the CITY concerning the services of a Technical Supervisor. COUNTY reserves the right to enter into interlocal

agreements with other governmental entities similar to the Agreement hereby established and nothing herein shall be construed as a limitation thereof.

7. GOVERNING LAW AND VENUE

This Agreement will be construed under and in accordance with the laws of the State of Texas and venue for any dispute or litigation between the Parties will be San Patricio County, Texas.

8. ACCEPTANCE AND APPROVAL

This Agreement and all obligations hereunder shall not be binding on the Parties until approved by the respective Commissioners' Court and/or City Councils by majority vote on motions reflecting the entire term of this Agreement. Said approval shall be entered in the minutes and attested below by the clerks of the respective Courts.

APPROVED by resolution of the City Council of Corpus Christi, Texas,
on the _____ day of _____, 20____.

CITY OF CORPUS CHRISTI, TEXAS

Margie C. Rose, City Manager

ATTEST: _____
Rebecca L. Huerta, City Secretary

Legal Form Approved _____, 20____;

Buck Brice, Assistant City Attorney
for City Attorney

APPROVED by resolution of the Commissioners' Court of San Patricio County, Texas,
on the _____ day of _____, 20____.

SAN PATRICIO COUNTY, TEXAS

Terry Simpson, County Judge

ATTEST: _____
Gracie Alaniz-Gonzales, County Clerk