



## TEXAS BREATH ALCOHOL TESTING PROGRAM

*Aransas, Nueces, and San Patricio Counties*  
**120 E. Fulton Street – Sinton, Texas 78387**  
**Email: [mariemontoya020@gmail.com](mailto:mariemontoya020@gmail.com)**

**MARIE A. MONTOYA**  
*Technical Supervisor*  
Area 020

Mobile: (956) 342-8407  
Fax: (361) 452-6587

November 1, 2015

The Honorable Laura Garza Jimenez  
County Attorney, Nueces County  
901 Leopard Street, Room 207  
Corpus Christi, TX 78401

Dear Mrs. Jimenez:

The Interlocal Agreement between San Patricio and Nueces counties regarding the Intoxilyzer Program and Technical Supervisor services expires December 31, 2015.

I am sending you two copies of the proposed Agreement for the year 2016 for your review. Nueces County's share for the Program, as stated in the Agreement, is \$48,440.00. If the Agreement is acceptable, I respectfully request that you present it to the Nueces County Commissioners' Court for the Court's consideration. Once the Commissioners' Court has approved the Agreement, **please send both signed copies directly to the office of San Patricio County Judge Terry Simpson, 400 West Sinton Street, Sinton, Texas 78387.**

If you have any questions, please call me at (956) 342-8407.

Respectfully submitted,

A handwritten signature in cursive script that reads "Marie Montoya".

Marie A. Montoya

## INTERLOCAL AGREEMENT

Between The

### COUNTIES OF SAN PATRICIO AND NUECES

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 Nueces County, Texas desires to use the professional services of the said Marie Ann Montoya for the benefit of the law enforcement and prosecution agencies of said County 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, acting by and through its Commissioners' Court; and
- B. Nueces County, Texas, acting by and through its Commissioners' Court

#### 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 this 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 a period of one year, from January 1, 2016, through December 31, 2016, unless terminated by one or both Parties. In the event the services of the Technical Supervisor are being used by Nueces County at the end of the term of this Agreement, the Parties may continue for a period not to exceed sixty (60) days as though the terms and conditions of this Agreement are still in effect until a new Agreement is executed.

#### 4. PERSONNEL

Marie Ann Montoya, a trained forensic scientist, is certified as a Technical Supervisor by the Texas Department of Public Safety. She is employed by San Patricio County as administrator of that County's Intoxilyzer Program. The salary of Marie Ann Montoya is determined by the San Patricio County 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 4. 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 TECHNICAL SUPERVISOR

Intoxilyzer instruments in Nueces County 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 instruments 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 in each County 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.

#### 6. NON-EXCLUSIVITY

San Patricio County has established a cost-sharing relationship with Nueces County, Texas, concerning the services of a Technical Supervisor. San Patricio 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. BUDGET

The approved budget for the Intoxilyzer Program as adopted by the Commissioners' Court of San Patricio county for the period from January 1, 2016, through December 31, 2016, is attached as Exhibit A (three pages). The Parties agree that any services provided shall be paid for with current revenues of the paying party.

8. ACCEPTANCE AND APPROVAL

This Agreement and all obligations hereunder shall not be binding on the Parties until approved by the respective Commissioners' Courts 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.

NOW THEREFORE for and in consideration of the amounts herein stated and on mutual covenants herein contained each to the other running,

WITNESSETH:

San Patricio County shall employ an individual certified by the Texas Department of Public Safety as a Technical Supervisor to inspect and service Intoxilyzer instruments in Nueces County, Texas, and to be available upon official notice to testify in the courts of Nueces County, Texas, concerning said Intoxilyzer instruments;

The services of the aforementioned Technical Supervisor shall be available for the purposes herein stated from January 1, 2016, through December 31, 2016; and

Nueces County shall pay San Patricio County an amount of Forty-three Thousand Two Hundred and no/100 Dollars (\$43,200.00) for the above-described services of the said Technical Supervisor.

APPROVED by resolution of the Commissioners' Court of Nueces County, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

NUECES COUNTY, TEXAS

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

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

ATTEST:

SAN PATRICIO COUNTY, TEXAS

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

**Exhibit A****SAN PATRICIO COUNTY, TEXAS  
INTOXILIZER PROGRAM  
BUDGET 2016**

	<u>2013 ACTUAL</u>	<u>2014 ACTUAL</u>	<u>2015 ESTIMATE</u>	<u>2016 REQUEST</u>	<u>2016 BUDGET</u>
Beginning Balance	\$ <u>6,988</u>	\$ <u>8,744</u>	\$ <u>3,354</u>	\$ <u>8,792</u>	\$ <u>8,792</u>
Revenues	51,559	52,073	59,244	59,215	52,810
Transfers In	<u>42,147</u>	<u>42,583</u>	<u>48,440</u>	<u>48,440</u>	<u>43,200</u>
Total Revenues and Transfers In	<u>93,706</u>	<u>94,656</u>	<u>107,684</u>	<u>107,655</u>	<u>96,010</u>
Available Resources	<u>100,694</u>	<u>103,400</u>	<u>111,038</u>	<u>116,447</u>	<u>104,802</u>
Expenditures	91,950	100,046	102,246	98,948	99,046
Transfers Out	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures and Transfer Out	<u>91,950</u>	<u>100,046</u>	<u>102,246</u>	<u>98,948</u>	<u>99,046</u>
Ending Balance	\$ <u><u>8,744</u></u>	\$ <u><u>3,354</u></u>	\$ <u><u>8,792</u></u>	\$ <u><u>17,499</u></u>	\$ <u><u>5,756</u></u>

**SAN PATRICIO COUNTY, TEXAS  
INTOXILIZER PROGRAM  
BUDGET 2016**

	2013 <u>ACTUAL</u>	2014 <u>ACTUAL</u>	2015 <u>ESTIMATE</u>	2016 <u>REQUEST</u>	2016 <u>BUDGET</u>
330-805 Local Gov't Contributions	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
330-810 P/R Share-Aransas Co.	9,367	9,463	10,765	10,765	9,600
330-818 P/R Share-Nueces Co.	<u>42,147</u>	<u>42,583</u>	<u>48,440</u>	<u>48,440</u>	<u>43,200</u>
Shared Revenue with Local Gov'ts	<u>51,514</u>	<u>52,046</u>	<u>59,205</u>	<u>59,205</u>	<u>52,800</u>
360-101 Interest Earnings	<u>45</u>	<u>27</u>	<u>19</u>	<u>10</u>	<u>10</u>
Investment Earnings	<u>45</u>	<u>27</u>	<u>19</u>	<u>10</u>	<u>10</u>
370-401 Refunds, Sundry	0	0	20	0	0
390-010 General Fund	<u>42,147</u>	<u>42,583</u>	<u>48,440</u>	<u>48,440</u>	<u>43,200</u>
Other Revenue and Transfers In	<u>42,147</u>	<u>42,583</u>	<u>48,460</u>	<u>48,440</u>	<u>43,200</u>
<b>Total Revenue and Transfers In</b>	<b>\$ <u>93,706</u></b>	<b>\$ <u>94,656</u></b>	<b>\$ <u>107,684</u></b>	<b>\$ <u>107,655</u></b>	<b>\$ <u>96,010</u></b>

**SAN PATRICIO COUNTY, TEXAS  
INTOXILIZER PROGRAM  
BUDGET 2016**

	2013 ACTUAL	2014 ACTUAL	2015 ESTIMATE	2016 REQUEST	2016 BUDGET
<b>666 Intoxilizer Program</b>					
110 Regular Employees	\$ 63,976	\$ 70,374	\$ 73,893	\$ 60,000	\$ 60,000
185 Phone Allowance	480	480	480	600	600
190 Longevity Pay	531	567	594	36	18
210 Group Insurance	6,440	6,950	5,592	7,950	7,950
220 Social Security Taxes	4,972	5,325	5,719	4,590	4,637
230 Retirement Contributions	6,648	7,756	7,992	6,180	6,244
250 Unemployment Insurance	318	91	247	240	242
260 Workers' Compensation Ins Personal Services	242 <u>83,607</u>	230 <u>91,773</u>	211 <u>94,728</u>	252 <u>79,848</u>	255 <u>79,946</u>
312 Conference and Assoc Dues	35	150	150	1,000	1,000
434 Equipment Repairs/Maint	596	0	750	4,000	4,000
520 Insurance/Bond Premiums	578	643	766	1,000	1,000
530 Telephone	0	0	0	0	0
538 Postage	0	49	25	100	100
580 Travel	2,861	1,909	1,554	4,000	4,000
598 Misc Services & Charges Other Services and Charges	3,836 <u>7,906</u>	3,068 <u>5,819</u>	3,723 <u>6,968</u>	4,000 <u>14,100</u>	4,000 <u>14,100</u>
610 General Supplies	437	794	550	2,100	2,100
650 NCO Furniture/Equipment Supplies	0 <u>437</u>	1,659 <u>2,454</u>	0 <u>550</u>	2,900 <u>5,000</u>	2,900 <u>5,000</u>
740 Machinery and Equipment Capital Outlay	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>
<b>Intoxilizer Program</b>	<b>\$ 91,950</b>	<b>\$ 100,046</b>	<b>\$ 102,246</b>	<b>\$ 98,948</b>	<b>\$ 99,046</b>