

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, 2017, through December 31, 2017, 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, 2017, through December 31, 2017, 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, 2017, through December 31, 2017; 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 2017**

| | 2015 ACTUAL | 2016 ESTIMATE | 2017 REQUEST | 2017 BUDGET |
|-------------------------------------|----------------|------------------|-----------------|----------------|
| Beginning Balance | \$ 3,354 | \$ 12,708 | \$ 16,054 | \$ 16,054 |
| Revenues | 59,270 | 54,205 | 52,810 | 53,100 |
| Transfers In | 48,440 | 43,200 | 43,200 | 43,200 |
| Total Revenues and Transfers In | 107,710 | 97,405 | 96,010 | 96,300 |
| Available Resources | 111,064 | 110,113 | 112,064 | 112,354 |
| Expenditures | 98,356 | 94,059 | 100,992 | 98,763 |
| Transfers Out | 0 | 0 | 0 | 0 |
| Total Expenditures and Transfer Out | 98,356 | 94,059 | 100,992 | 98,763 |
| Ending Balance | \$ 12,708 | \$ 16,054 | \$ 11,072 | \$ 13,591 |

**SAN PATRICIO COUNTY, TEXAS
INTOXILIZER PROGRAM
BUDGET 2017**

| | 2015 ACTUAL | 2016 ESTIMATE | 2017 REQUEST | 2017 BUDGET |
|---------------------------------------|---------------------------------|--------------------------------|--------------------------------|--------------------------------|
| 330-805 Local Gov't Contributions | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 330-810 P/R Share-Aransas Co. | 10,765 | 10,765 | 9,600 | 9,600 |
| 330-818 P/R Share-Nueces Co. | <u>48,440</u> | <u>43,200</u> | <u>43,200</u> | <u>43,200</u> |
| Shared Revenue with Local Gov'ts | <u>59,205</u> | <u>53,965</u> | <u>52,800</u> | <u>52,800</u> |
| 360-101 Interest Earnings | <u>45</u> | <u>240</u> | <u>10</u> | <u>300</u> |
| Investment Earnings | <u>45</u> | <u>240</u> | <u>10</u> | <u>300</u> |
| 370-401 Refunds, Sundry | 20 | 0 | 0 | 0 |
| 390-010 General Fund | <u>48,440</u> | <u>43,200</u> | <u>43,200</u> | <u>43,200</u> |
| Other Revenue and Transfers In | <u>48,460</u> | <u>43,200</u> | <u>43,200</u> | <u>43,200</u> |
| Total Revenue and Transfers In | \$ <u><u>107,710</u></u> | \$ <u><u>97,405</u></u> | \$ <u><u>96,010</u></u> | \$ <u><u>96,300</u></u> |

**SAN PATRICIO COUNTY, TEXAS
INTOXILIZER PROGRAM
BUDGET 2017**

| | <u>2015 ACTUAL</u> | <u>2016 ESTIMATE</u> | <u>2017 REQUEST</u> | <u>2017 BUDGET</u> |
|--------------------------------|------------------------|--------------------------|-------------------------|------------------------|
| 666 Intoxilizer Program | | | | |
| 110 Regular Employees | \$ 67,514 | \$ 59,883 | \$ 61,800 | \$ 60,000 |
| 185 Phone Allowance | 540 | 600 | 600 | 600 |
| 190 Longevity Pay | 297 | 18 | 18 | 18 |
| 210 Group Insurance | 5,946 | 7,972 | 9,858 | 9,858 |
| 220 Social Security Taxes | 5,221 | 4,550 | 4,775 | 4,637 |
| 230 Retirement Contributions | 7,286 | 6,127 | 6,566 | 6,377 |
| 250 Unemployment Insurance | 173 | 181 | 250 | 242 |
| 260 Workers' Compensation Ins | 211 | 178 | 275 | 181 |
| Personal Services | <u>87,188</u> | <u>79,509</u> | <u>84,142</u> | <u>81,913</u> |
| 312 Conference and Assoc Dues | 185 | 500 | 800 | 800 |
| 330 Pre-Employment Physicals | 93 | 0 | 0 | 0 |
| 434 Equipment Repairs/Maint | 0 | 2,000 | 2,000 | 2,000 |
| 520 Insurance/Bond Premiums | 766 | 745 | 1,000 | 1,000 |
| 530 Telephone | 0 | 0 | 0 | 0 |
| 538 Postage | 10 | 50 | 50 | 50 |
| 580 Travel | 3,938 | 6,504 | 7,000 | 7,000 |
| 598 Misc Services & Charges | <u>3,723</u> | <u>2,000</u> | <u>4,000</u> | <u>4,000</u> |
| Other Services and Charges | <u>8,715</u> | <u>11,799</u> | <u>14,850</u> | <u>14,850</u> |
| 610 General Supplies | 2,453 | 1,301 | 1,000 | 1,000 |
| 650 NCO Furniture/Equipment | 0 | 1,450 | 1,000 | 1,000 |
| Supplies | <u>2,453</u> | <u>2,751</u> | <u>2,000</u> | <u>2,000</u> |
| 740 Machinery and Equipment | 0 | 0 | 0 | 0 |
| Capital Outlay | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Intoxilizer Program | <u>\$ 98,356</u> | <u>\$ 94,059</u> | <u>\$ 100,992</u> | <u>\$ 98,763</u> |