

## CONSUMER SAFETY TECHNOLOGY (INTOXALOCK) AGREEMENT

This **VENDOR AGREEMENT** ("Agreement") dated as of the \_\_\_ day of \_\_\_\_\_ 2023 is by and between Consumer Safety Technology, LLC, a limited liability company ("Vendor") and Webb County Pre-Trial Services ("Purchaser") (each, a "Party" and collectively, the "Parties").

**WHEREAS**, Purchaser requires ignition interlock devices, portable alcohol testing devices, and associated services for offenders identified as indigent by the Court ("Offenders"), as more fully set forth in this Agreement; and

**WHEREAS**, Vendor agrees to provide ignition interlock devices, portable alcohol testing devices, and associated services (collectively, the "Deliverables") according to the terms and conditions contained herein.

**NOW THEREFORE**, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. **Scope of Services.** Vendor shall provide the Deliverables to Purchaser for the Offenders in accordance with Purchaser requirements as more fully set forth on Exhibit A, attached hereto and incorporated herein by this reference.
2. **Pricing and Payment.** In exchange for the provision of the Deliverables as described in Section 1, Purchaser agrees to pay Vendor for each Offender in accordance with the rates specified in Exhibit B. Vendor shall submit monthly to Purchaser an invoice for the Deliverables provided during the preceding month, which will include the name, account number, install date, equipment type, and amount due for each Offender. Additional information may be included in the invoice upon request. Purchaser shall pay such invoices within thirty (30) days of receipt of the same. Vendor may charge Offenders fees for unreturned equipment and ancillary items such as shipping and insufficient or late payments.
3. **Term and Termination.** The term of this Agreement shall begin on October 1, 2023 and continue for a period of ONE (1) year ending on September 30, 2024. This Agreement shall automatically renew on the same terms, conditions, and pricing for up to two (2) additional one (1) year terms unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the end of the then-current term.
4. **Compliance with Laws.** The Parties shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the provision of the Services as described in this Agreement.
5. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas without regard for conflict of law principles. Venue and jurisdiction for any litigation arising out of this Agreement shall be in the State of Texas.

6. **Independent Contractor.** Vendor acknowledges and agrees that it is the express intention of the Parties that Vendor work as an independent contractor, and not an employee, joint-venturer, or partner of Purchaser. Nothing in this Agreement shall be interpreted or construed as creating or establishing any relationship of employment, agency, partnership or joint venture between Purchaser and Vendor.
7. **Severability.** If any section, subsection, paragraph, sentence, clause, phrase or word of this Agreement shall be held invalid, such holding shall not affect the remaining portions and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
8. **Entire Agreement.** This Agreement constitutes the full and complete Agreement between Purchaser and Vendor. This Agreement supersedes any and all other agreements or understandings, whether written or oral, between Purchaser and Vendor.
9. **Notices.** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing and shall be deemed to have been properly given if addressed as set forth below and: (a) if hand delivered, when delivered; (b) if mailed by United States Registered or Certified Mail (postage prepaid, return receipt requested, addressed as set forth below) upon receipt or refusal of receipt; or (c) if by a nationally recognized overnight delivery service (e.g., Federal Express, UPS Next Day Air, or other reliable express courier service from whom proof of delivery is available), on the next business day after delivery to such express courier service:

If to Purchaser:           Webb County Pre-Trial Services  
                                  1110 Victoria, Suite 501  
                                  Laredo, Texas 78040

If to Vendor:               Consumer Safety Technology, LLC  
                                  Attn: Legal Dept.  
                                  11035 Aurora Ave.  
                                  Des Moines, IA 50322  
                                  With a copy to: [legal@intoxalock.com](mailto:legal@intoxalock.com)

Vendor and Purchaser may at any time designate changes to their respective notice addresses, effective five (5) days after the delivery of written notice thereof.

*[Remainder of page intentionally blank.]*

IN WITNESS WHEREOF, the Parties have caused this Vendor Agreement to be executed as of the date first above written.

IN WITNESS WHEREOF, Webb County, Texas as has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**WEBB COUNTY, TEXAS**

\_\_\_\_\_  
**TANO E. TIJERINA**  
**WEBB COUNTY JUDGE**

Executed on this \_\_\_\_ day of September, 2023.

**CONSUMER SAFETY TECHNOLOGY, LLC.**

By: \_\_\_\_\_

**ATTESTED:**

\_\_\_\_\_  
**MARGIE RAMIREZ-IBARRA**  
**WEBB COUNTY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Ray Rodriguez**  
**Assistant General Counsel**  
**Webb County Civil Legal Division\***

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court  
September 25th, 2023; Item No. .*

**EXHIBIT A**

**SERVICES & SPECIFICATIONS**

Except as set forth on this Exhibit A, Vendor will provide the Services in accordance with the **Ignition Interlock Device regulations at 37 TAC §§ 10.1 et seq ("Regulations")**. If there is a conflict between the terms and conditions of this Exhibit A and the Regulations, the terms and conditions of this Exhibit A shall prevail.

Special Requirements: None

**EXHIBITB**

**PRICING**

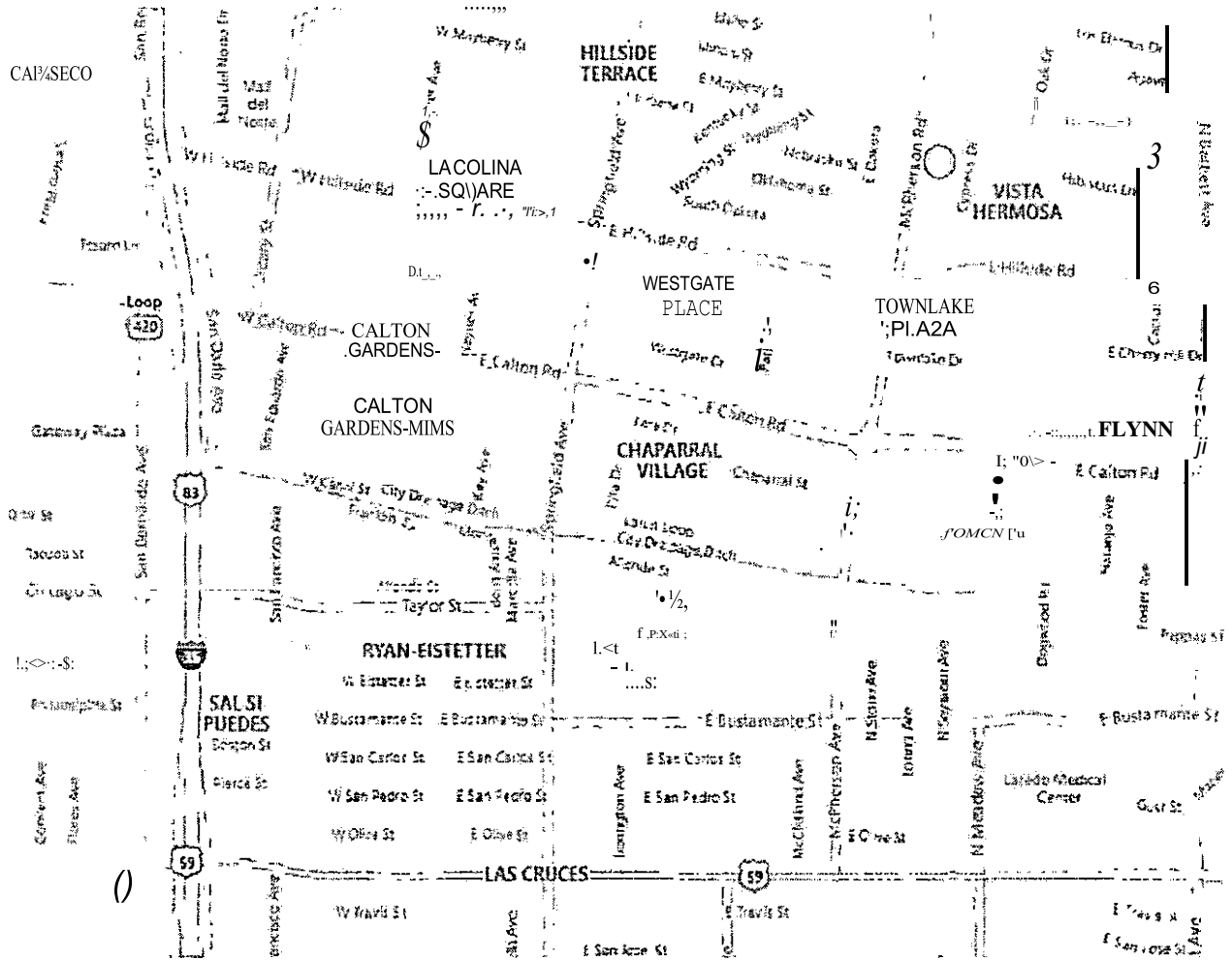
**Paid by Purchaser to Vendor for Each Offender**

Monthly IID Service and Calibration Fee	\$59.99
Monthly HMU Service and Calibration Fee	\$59.99
Removal Fee	\$0.00
Installation Fee	\$0.00
Reset Fee (Lock Out Fee) Per Occurrence	\$75.00
Monthly LPP Fee	\$9.99

\*Prices do not include taxes

# Intoxaock

IGNITION INTERLOCK



Service Center Name	Address	Hours
Audiovisual Accessories	3402 San Bernardo Suite 3 Laredo, TX 78040	M-W 10-5; TH-F 10-6; Sat 10-4
All Tune and Lube	5417 McPherson Road Laredo, TX 78041	M-F 8-6; Sat 8-3



Intoxalock Fee Schedule as of 7/10/2023

<b>Paid to Intoxalock</b>	
Monthly Service and Calibration Fee	\$59.99
Monthly Portable and Calibration Fee	\$59.99
Removal Fee	\$0.00
Installation Fee	\$0.00

<b>Behavior-Based/Optional Fees and Services</b>	
Reset Fee (Lock Out Fee)	\$75.00
LLP Insurance	\$9.99

\*Fees Do Not Include Sales Tax.

"Behavior-Based and Optional Fees and Services provided only reflect what was requested in this RFO. For a more comprehensive list of all services available, please email Caitlin Lee at [f::Jpe13:Jintoxalockcom](mailto:f::Jpe13:Jintoxalockcom).

## Cornell Mickley

---

**From:** Sylvia Diaz  
**Sent:** Tuesday, August 15, 2023 4:07 PM  
**To:** Cornell Mickley  
**Subject:** New Vendor

FYI...

Following *vendor* has been added:

---

Active <,;;

Vendor Number **33428**

Name **INTOXALOCK**

PrimaryContact **INTOXALOCK**

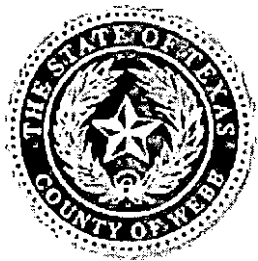
Description

Address **11035 AURORA AVE., BLDG 1  
DES MOINES , IA 50311**

Email Address **legal@intoxalock.com**

Phone Number **(515) 331-7643**

---



*Sylvia Diaz*

Buyer  
Webb County Purchasing  
1110 Washington Street, Ste. IO I  
Laredo, Texas 78040  
Phone (956) 523-4128  
Fax (956) 523-5010  
[sdiaz@webbcountytexas.gov](mailto:sdiaz@webbcountytexas.gov)

Please visit our eProcurement portal, <https://webbcountyebid.ionwave.net/> for access to all Webb County Purchasing solicitations.

**eBid Imrr**

