



STATE OF OKLAHOMA
DEPARTMENT OF PUBLIC SAFETY

AGREEMENT

between

The Board of Tests for Alcohol and Drug Influence

and

The Department of Public Safety

Pursuant to 74 O.S. §1008, this Agreement is entered into between the Oklahoma Department of Public Safety ("DPS"), an agency of the State of Oklahoma, created under 47 O.S. §2-101, and the Oklahoma Board of Tests for Alcohol and Drug Influence ("BOT"), an agency of the State of Oklahoma, created under 47 O.S. §759.

1. BOT has the authority to charge and collect fees for issuing breath test Operator Permits;
2. DPS has a need for Oklahoma Highway Patrol Troopers to receive training, technical assistance, the issuance of breath test Operator permits, and maintenance and calibration of breath test instruments and screening devices.
3. BOT has a need for facilities to provide training, technical assistance, issuance of breath test Operator permits, and maintenance and calibration of breath test instruments and screening devices.
4. BOT currently provides these services from facilities owned by DPS.

In support of the missions of DPS and BOT, the Parties agree to the following:

1. BOT will waive fees otherwise authorized to be charged to DPS for training, technical assistance, issuance of breath test Operator permits, and maintenance and calibration of breath test instruments or screening devices.
2. DPS will continue to provide, at no cost, the current facilities used for BOT's business operations. These facilities are located at 3600 N. Martin Luther King Ave., Building 9, Oklahoma City, OK, 73111. DPS will continue to provide maintenance of the facilities.
3. This Agreement is effective for one (1) year beginning August 1, 2022, and will automatically renew on the first day of August each year thereafter unless terminated by either party.
4. This Agreement may be terminated by either party with 90 days notice.
5. DPS will continue to pass through appropriated funding for BOT operations as provided in 47 O.S. §759.
6. The Parties are liable for their own acts or omissions under this Agreement.

For BOT:

Josh Smith, Director

A blue ink signature of Josh Smith, Director of the Board of Tests for Alcohol and Drug Influence, is written over a horizontal line.

Date: 08/01/2022

For DPS

Tim Tipton, Commissioner

A blue ink signature of Tim Tipton, Commissioner of the Oklahoma Department of Public Safety, is written over a horizontal line. To the right of the signature, there is a handwritten note "1 KB 8-1-22".

Date: 08/02/2022



**STATE OF OKLAHOMA
BOARD OF TESTS FOR ALCOHOL AND DRUG INFLUENCE**

Dr. Jarrad Wagner, Ph.D., F-ABFT
Chairman

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www.bot.ok.gov

Joshua Smith
Director

AMENDED AGREEMENT

between

Board of Tests for Alcohol and Drug Influence

and

Department of Public Safety

Pursuant to 74 O.S. § 1008, this Agreement is entered into between Department of Public Safety ("DPS"), an agency of the State of Oklahoma, created under 47 O.S. § 2-101, and the Oklahoma Board of Tests for Alcohol and Drug Influence ("BOT"), an agency of the State of Oklahoma, created under 47 O.S. § 759.

1. BOT has authority to charge and collect fees for issuing breath test Operator Permits.
2. DPS has a need for Oklahoma Highway Patrol Troopers to receive training, technical assistance, issuance of breath test Operator Permits, and maintenance and calibration of breath testing instruments and screening devices.
3. BOT has a need for facilities to provide training, technical assistance, issuance of breath test Operator permits, and maintenance and calibration of breath testing instruments and screening devices.
4. BOT currently provides these services from facilities owned by DPS.
5. DPS has provided remodeled space for BOT in building #1 of the DPS campus. DPS will be responsible for the construction except any additional plumbing construction and/or any plumbing hardware requested by BOT. All construction costs pertaining to the plumbing, or its relative hardware are the financial responsibility of BOT. BOT will not begin plumbing work until approval is obtained from the Commissioner of Public Safety.

In support of the missions of SOK and BOT and to better serve the public, the Parties agree to the following:

1. BOT will waive fees otherwise authorized to be charged to DPS for training, technical assistance, issuance of breath test Operator Permits, and maintenance and calibration of breath testing instruments and screening devices.
2. DPS will continue to provide, at no cost, the new facilities used for BOT's business operations. The new facilities are located at 3600 N. Martin Luther King Ave., Building 1, Oklahoma City, OK 73111. DPS will provide routine maintenance and repairs related to normal wear and tear of the facilities and fixtures in BOT's space. BOT will be responsible for damages resulting from the negligent or deliberate acts of its employees.

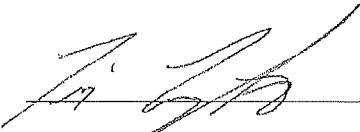
3. This Agreement is effective for one (1) year beginning December 1, 2024, and will automatically renew on the first day of December each year thereafter unless terminated by either party.
4. This Agreement may be amended or terminated by either party with 90 days notice.
5. DPS will continue to pass through appropriated funding for BOT operations as provided in 47 O.S. § 759.
6. BOT will continue to deposit funds received for the IDAP program administered by BOT to DPS in accordance with 47 O.S. § 6-212.5.
7. The Parties are liable for its own actions or omissions under this Agreement.

For BOT:
Joshua Smith, Director



Date: 10/29/2024

For DPS:
Tim Tipton, Commissioner



Date: 10-29-24