

STATE OF TEXAS

COUNTY OF HIDALGO

Contract Between
County of Hidalgo

and

Mary Ann Ramirez

C-06-390-12-08

This agreement is entered into and between the County of Hidalgo, hereinafter called "GOVERNMENTAL AGENCY" and Mary Ann Ramirez, an independent contractor, hereinafter called "CONTRACTOR" to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program.

I.

DUTIES AND RESPONSIBILITIES

GOVERNMENTAL AGENCY hereby engages CONTRACTOR and CONTRACTOR agrees to serve as the Technical Supervisor for GOVERNMENTAL AGENCY'S Alcohol Breath Test Program (Intoxilyzer 5000). In carrying out this task, CONTRACTOR will assume all responsibilities and duties as have been promulgated for this position by the Texas Department of Public Safety, pursuant to Article 6701L-5 Vernon's Civil Statutes, and all rules of the Texas Department of Public Safety in force on January 1, 1999.

II.

TERM

This contract is for a period of one year, beginning January 1, 1999. This contract shall be automatically renewed each

January 1, for an additional one year period unless and until terminated as provided in III below.

III.

NOTICE

Notice of termination must be given in writing by the party desiring to terminate this contract to the other party ninety (90) days prior to the end of the contract year. Provided, however that if GOVERNMENTAL AGENCY has not been able to retain a qualified replacement to serve as Technical Supervisor by the January 1st termination date, GOVERNMENTAL AGENCY shall have the option to require CONTRACTOR to continue her work hereunder for an additional three (3) months after any January 1st termination date.

IV.

OBLIGATION OF GOVERNMENTAL AGENCY

In return for the services of the CONTRACTOR whose duties are set out in Paragraph I, the GOVERNMENTAL AGENCY shall compensate CONTRACTOR in the following manner:

- (1) GOVERNMENTAL AGENCY shall pay to CONTRACTOR Thirty thousand dollars (\$30,000.00) per year in return for the duties performable pursuant to this contract.
- (2) Compensation shall be paid in twelve payments of Two Thousand five hundred dollars (\$2,500.00) with each such payment to be made on the first day of the month.

(3) A late fee of Five Percent (5%) will be accessed on any account in which payment is not received within 30 days of the due date.

V.

REPLACEMENT PARTS

CONTRACTOR shall be responsible for supplying repair parts at no cost to the GOVERNMENTAL AGENCY where repair is necessitated by routine wear and tear. Where repair is necessitated by abuse by employees of the GOVERNMENTAL AGENCY, the GOVERNMENTAL AGENCY will be responsible for costs associated therewith.

VI.

LIABILITY

GOVERNMENTAL AGENCY and CONTRACTOR agree that CONTRACTOR is an independent contractor and not an employee of the GOVERNMENTAL AGENCY and GOVERNMENTAL AGENCY disclaims liability for any acts of CONTRACTOR.

VII.

CONFLICT IN DEMAND FOR SERVICES

It is understood the CONTRACTOR will be offering services to other governmental agencies similar to those being offered pursuant to this contract and that this may lead to a conflict with regard to demands for her services. It is therefore understood that where there is such a conflict the first party to request service shall receive services first. An exception to the above stated rule would occur where a subpoena is served upon

the CONTRACTOR. When a subpoena is served, it will take priority over all other responsibilities and a subpoena first in time will take priority over all later subpoenas except that a subpoena in a felony case will take priority over a prior subpoena in a misdemeanor case.

VIII.

CAPTIONS

The captions contained in this Contract are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this contract.

INWITNESS OF WHICH this Agreement has been executed on this 01st day of December, 1998, at the _____ Hidalgo County, Texas.

GOVERNMENTAL AGENCY

By: Reneo Cuella

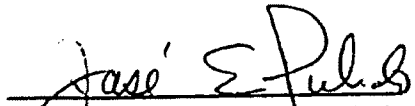
Title: _____

CONTRACTOR:

By: Mary Ann Ramirez

Mary Ann Ramirez

ATTEST:



Jose Eloy Pulido, County Clerk