

15/A/1

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to authorize the exemption from competitive bidding requirements under professional services/alcohol Breath Test Program for Mary Ann Ramirez.

MOTION CARRIED.
(See Exhibit U)

15/A/2

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to approve a contract with Mary Ann Ramirez for the Alcohol Breath Test Program.

MOTION CARRIED.
(See Exhibit U)

15/A/3

A motion was made by Commissioner Rosel and seconded by Commissioner Garces to rescind the action taken by Commissioners' Court on July 28, 1998 to award the bid for "Plumbing Services" to H2O Waste Mechanical Contractors, the sole bidder due to noncompliance of insurance requirements.

MOTION CARRIED.
(See Exhibit U)

15/A/4

A motion was made by Commissioner Rosel seconded by Commissioner Garces to authorize the re-advertising for bids for "Plumbing Service and Repair" for Hidalgo County.

MOTION CARRIED.
(See Exhibit U)

15/A/5

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to award the proposal response received for "Occupancy to Non-Profit" to the Boys and Girls Clubs of Edinburg for the building located in San Carlos, Texas.

MOTION CARRIED.
(See Exhibit U)

After some discussion, a motion was made by Commissioner Garces and seconded by Commissioner Arcaute to authorize a 5% performance award for all OET employees.

MOTION CARRIED.

(See Exhibit T)

14/B

A motion was made by Commissioner Garces and seconded by Commissioner Rosel to nominate David "Gus" Kennedy to the Private Industry Council.

MOTION CARRIED.

(See Exhibit T)

ITEM 15. PURCHASING DEPARTMENT

A. HIDALGO COUNTY

1. Requesting exemption from competitive bidding requirements for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez
2. Requesting approval of contract for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez
3. Requesting authority to rescind the Plumbing Service and Repair bid awarded to H2O Waste Mechanical Contractors (sole bidder) under the "Air Conditioning, Electrical and Plumbing Services" for Hidalgo County RFB on July 28, 1998 due to noncompliance of insurance requirements
4. Requesting authority to re-advertise and approval of specifications as attached hereto for "Plumbing Service and Repair – Hidalgo County"
5. Recommending acceptance and award of proposal response received for "Occupancy to Non-Profit" for building located in San Carlos, Texas
6. Requesting approval of lease agreement for "Occupancy to Non-Profit" in San Carlos, Texas with Boys and Girls Clubs of Edinburg

B. HIDALGO COUNTY PRECINCT NO. 1

1. Requesting exemption from competitive bidding requirements for Professional Services/Engineering Services
2. Requesting approval of a contract for Professional Service/Engineering Services with Rodriguez Engineering
3. Requesting exemption from competitive bidding requirements for lease for "Transfer Station for Solid Waste" in Precinct No. 1
4. Requesting approval of lease for "Transfer Station for Solid Waste"

**COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM**

Date: December 2, 1998 Meeting Date Request: December 7, 1998
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing Dept., for
Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 318-2629

Martha L. Salazar, Hidalgo County Purchasing Agent *Martha L. Salazar*

Caption:

- I. Requesting exemption from competitive bidding requirements for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez.
- II. Requesting approval of contract for Professional Services/Alcohol Breath Test Program with Mary Ann Ramirez.

NG DD

Background:

C-98-162-12-07
Proposed Contract forwarded for review as to form and substance to legal.
Contract amount not to exceed \$30,000.00 per year.

Please initial for approval:

n/a County Judge *AD* Commissioner Pct. 1 Dept./Fund No _____ Account Code _____
n/a County Attorney _____ Commissioner Pct. 2 Amt. Expended: \$ _____ Impact on Future Budget:
 Budget *OK* Commissioner Pct. 3 Funds/Staffing Budgeted: Yes: Yes: _____
n/a Personnel _____ Commissioner Pct. 4 No: _____ No: _____
mlc Purchasing *NG DD*

Comments:

Action taken by Commissioner's Court:

Term of contract is for a period of one (1) year.

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

STATE OF TEXAS

COUNTY OF HIDALGO

Contract Between
County of Hidalgo
and
Mary Ann Ramirez

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

TERMINATION

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.

TERMINATION

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.

TERMINATION

GOVERNMENTAL AGENCY

(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 _____ day of _____, 19____, at the _____ Hidalgo County, Texas.

GOVERNMENTAL AGENCY

By: _____

Title: _____

CONTRACTOR:

By: Mary Ann Ramirez

Mary Ann Ramirez