

Breath Test Services
4309 N. 10th St. Ste F4
McAllen, Texas 78504
Phone: (956) 618-1198

Hidalgo County Judge J.D. Salinas
County Judge Office
100 East Cano Street-2nd Floor
Edinburg, Texas 78539

FEB 01 2008

Dear Judge Salinas,

For over 20 years Breath Test Services has taken care of the alcohol breath testing program for Hidalgo County, as well as for the rest of the Rio Grande Valley. My services include program certification, repair and maintenance of the instrument, court testimony, operator recertification and training. Although I am a private business, my services are provided on behalf and under the direction of the state scientific director. I am the only business in the Rio Grande Valley meeting stringent state requirements and recognized by the state to provide these services. Recently, the scientific director, Mack Cowan, issued a letter requiring the replacement of older breath testing equipment. Currently, Hidalgo County has four Intoxilyzer 5000-68 instruments that will need to be replaced. These instruments are at the following locations: 1) at the Sheriff's office in Edinburg, 2) San Juan PD, 3) Palmview PD, and 4) Weslaco PD. These instruments will need to be replaced by the county by January 2010. My suggestion would be for the county to purchase two new instruments in 2008 and three in 2009. The instrument replacements would also include four simulators. Each instrument has one attached simulator and function as a set. I can provide county purchasing agents with vendor and purchasing information for these instruments and simulators.

Furthermore, my services contract with the county has remained unchanged for the past 10 years. I can no longer afford to continue providing these services to the county at rates set 10 years ago. Enclosed you will find an updated contract with my new service rates for your review. My new service rates are effective April 1, 2008. Please forward my office a signed copy of the contract upon acceptance. I am also enclosing a copy the letter from the scientific director. I look forward to hearing from your office.

Cordially,



Mary Ann Peralez
Breath Test Services



TEXAS DEPARTMENT OF PUBLIC SAFETY



Breath Alcohol Testing Bureau

5805 N LAMAR BLVD PO BOX 4087 MSC 0570 AUSTIN TX 78773

512.424.5202

Email: mack.cowan@txdps.state.tx.us

<http://www.txdps.state.tx.us>

THOMAS A. DAVIS, JR.
DIRECTOR

DAVID MCEATHRON
ASST. DIRECTOR

COMMISSION
ERNEST ANGELO, JR.
CHAIRMAN

ALLAN B. POLUNSKY
COMMISSIONER

11/28/07

Dear Technical Supervisors,

No Intoxilyzer 5000-68 should be used for evidential breath alcohol testing after January 2010. Unless another instrument is approved, the only evidential breath alcohol testing instrument that should be used for evidential breath alcohol testing after January 2010 is the Intoxilyzer 5000-68 EN.

The Intoxilyzer 5000-68s are being removed from service because some of its electronic components are no longer in production; however, we currently have enough components on-hand to maintain the instruments through January 2010. Additionally, the instrument's programmable memory is full; if a breath alcohol testing program change or appeals court decision requires an instrument software change, the Intoxilyzer 5000-68s will not be able to accommodate the change.

Sincerely,

J. Mack Cowan
Scientific Director,
Texas Breath Alcohol Testing Program

HIDALGO COUNTY
 INVENTORY OF BREATHALIZERS
 INFORMATION AS OF JUNE 30, 2008

DEPARTMENT		LOCATION		ASSET		DESCRIPTION		ACQ	SERIAL	COST
				NO.		DATE	NO.			
UNDER 1000 EXCEPT 9999 and 9800				AA001310	1	ALERT J-4X BREATHALIZER		04/27/99	11292	401.00
UNDER 1000 EXCEPT 9999 and 9800				AA001446	1	ALERT J4X/BREATH ANALYSIS MACHINE		07/31/03		413.00
TEXAS DPS MCALLEN				31243	1	INTOX 5000 BREATH TESTING INSTRUMENT		09/16/97	68-002226	6,314.00
TEXAS DPS MCALLEN				31244	1	INTOX 5000 BREATH TESTING INSTRUMENT		09/16/97	68002261	6,314.00
UNDER 1000 EXCEPT 9999 and 9800				33370	1	PORTABLE BREATH ALCOHOL TESTING		03/16/99		385.00
UNDER 1000 EXCEPT 9999 and 9800				33371	1	PORTABLE BREATH ALCOHOL TESTING		03/16/99		385.00
UNDER 1000 EXCEPT 9999 and 9800				31224	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31225	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31230	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31232	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31233	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31234	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31236	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31238	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31241	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
UNDER 1000 EXCEPT 9999 and 9800				31226	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
				31237	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
				31239	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00
				31242	1	PORTABLE BREATH TESTER, SD-2,9V		09/16/97		333.00

DPS acct 395,194

680022689

HIDALGO COUNTY
INVENTORY OF BREATHALIZERS
INFORMATION AS OF JUNE 30, 2008

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CERTIFIED TECHNICAL SUPERVISOR FOR BREATH TESTING SERVICES

1. As per the Texas Department Of Public Safety-Maria Guerrero, Systems Support Specialist, there are fifty-five (55) "Certified Technical Supervisors" in the "State Of Texas". (They are DPS Employees & Non-DPS)
2. There are four (4) certified technical supervisors in South Texas as follows:
Cameron, Willacy, Starr, Hidalgo-**Mary Ann R. Peralez**
Nueces County-**Carl Lecoche**
Bexar County-**Al Macdugall**
Webb County-**Oscar Saucedo**
3. Non of the referenced technical supervisors provide insurances.
4. The "Scientific Director-Mack Cowan" from the "Texas Department Of Public Safety" administers and regulates the State Of Texas Breath Alcohol Testing Program through technical supervisors in compliance with State regulations. As per Mr. Mack Cowan's correspondence dated on April 8, 2008, "Mary Ann R. Peralez" is the only certified technical supervisor located here in the Rio Grande Valley.
5. Contacted our neighboring counties of Starr, Willacy, Cameron, they each have a contract with Mrs. Peralez, no insurances were requested or submitted. Services were exempted.

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.

IN WITNESS OF WHICH this Agreement has been executed on this 07th day of December, 1998, at the _____ Hidalgo County, Texas.

GOVERNMENTAL AGENCY

By: Ronald Cuella

Title: _____

CONTRACTOR:

By: Mary Ann Ramirez

Mary Ann Ramirez

ATTEST:

Jose E Pulido
Jose Eloy Pulido, County Clerk