

Hidalgo County Head Start Program Policy Council Agenda

DATE: August 19, 2015

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Air Conditioning Maintenance & Repairs Service Contract (under same terms and conditions) with Roberto Ontiveros, dba, JR Electric

RATIONALE/NEED: The existing service contract needs to be extended in order to have a secure the facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available.
Maintenance: Acct. #19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Contract Extension /
Original Contract (C-14-004-08-27)

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

[Handwritten signature: Ambrosio Tovar]
[Handwritten signature: Edmundo Garcia]
[Handwritten signature: Jerem Flores]



Hidalgo County Head Start Program

1901 W. State Hwy 107 McAllen, TX 78504, PO Box 0117, Edinburg, Texas 78540-0117

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Contract Service Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a Contract of Service for one (1) additional year as stated in the existing contract dated September 1st, 2014 between Hidalgo County and Roberto Ontiveros, dba/JR Electric, for A/C service. (The "Original Contract of Service").

If Roberto Ontiveros, dba/JR Electric, agree to this one (1) year extension of the original Contract of Service under the same existing terms and conditions please have the authorized individual sign this Contract Extension. It should be noted that the basis of this one (1) year extension is listed under ARTICLE A.2, of the original Contract.

The Head Start Program wishes to express its appreciation for your cooperation and support in this matter.

The beginning and ending date of extension shall be September 1st, 2015 through August 31st, 2016. The original Contract is extended for a period of one (1) year with all conditions.

ACCEPTED AND AGREED:

Roberto Ontiveros, dba /JR Electric

BY: _____

Title: _____

Date: _____

One Year Contract Service Extension (Cont.)

Hidalgo County Head Start Program

Teresa Flores, Executive Director

Ramon Garcia, County Judge

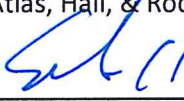
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved As to Form:
Oxford & Gonzalez

Ricardo Gonzalez

Approved As to Form:
Atlas, Hall, & Rodriguez, L.L.P

By: 

Stephen L. Crain

Date Approved by Policy Council:

Date Approved by Commissioners' Court:

1. Contractor represents that Contractor is licensed by the State of Texas, and qualified to perform and execute the services provided in this Contract. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2014, and terminate August 31st, 2015, unless earlier terminated as provided herein. The term may be extended for an additional one (1) year by mutual agreement of the parties hereto on the same terms and conditions.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the Services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540**

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said Services in the customary manner provided for

payments utilized by the Program. The Contractor shall be compensated for the Services based on the fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that Contractor is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. The Program and the Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

If TO PROGRAM: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

IF TO CONTRACTOR: Roberto Ontiveros
Dba, JR Electric
100 Miller Ave., Apt. A
Mission, TX 78572

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the service for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

8. This Contract may be terminated without cause on thirty (30) days written notice by Program to Contractor.

9. Except as otherwise herein provided, the Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

A. The Contractor's employees, if any, who perform Services for the Program under this Agreement, shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

B. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers, elected officials and agents harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or actions caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, was Contractor's or that of any person providing services hereunder

through or for Contractor. Upon written notice from the County and the Program, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

C. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Agreement for ninety (90) days from the date of termination of the Contract at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

F. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Agreement or in the selection of associates, employees, or independent contractors.

H. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of


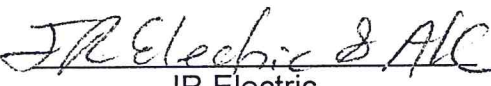
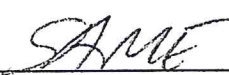
the Program, and all currently accepted and approved methods and practices of the practice or profession relating to the Services.

I. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties and not otherwise.

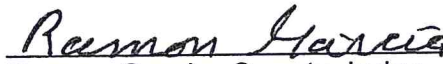
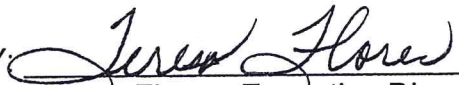
IN WITNESS WHEREOF, the parties have caused their signatures to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above.

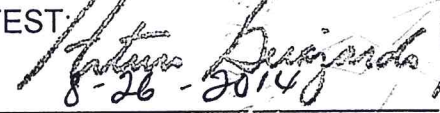
EXECUTED as of the day and year first written above.

CONTRACTOR:

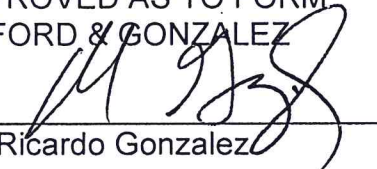
BY: 
Roberto Ontiveros

JR Electric

(Owner)

HIDALGO COUNTY
HEAD START PROGRAM

BY: 
Ramon Garcia, County Judge
APPROVED BY
COMMISSIONERS' COURT
ON: 8/25/14
BY: 
Teresa Flores, Executive Director

ATTEST: 
BY: 8-26-2014
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: 
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: 
Stephen L. Crain

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM AIR CONDITIONING SERVICE

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

- Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.
- Overhaul equipment and devices not in proper working order.
- Replace equipment, devices, system, compressors, or components not in proper working order.
- Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

- (a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, every day, including weekends and holidays.
- (b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
- (c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is

Exhibit A, Description of Services (Cont.)

not to be used unless there has been no response to emergency calls within two (2) hours.

- (d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director, designated representative of Hidalgo County Head Start Program, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B

HIDALGO COUNTY HEAD START PROGRAM AIR CONDITIONING SERVICE

FEE SCHEDULE

\$ 20.00 Dollars per hour

5% Part Mark Up.