

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT

THIS CONTRACT is made and entered into this **16th Day of December, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Mary Ann Peralez dba Breath Test Services** ("Company").

WHEREAS, Company was sole sourced for the provision of "**Alcohol Breath Test Program Services**", as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company will provide services in accordance with the specifications and proposed fee being attached hereto as Exhibits "A" and "B" ("Vendor's Proposed Fee") respectively, and incorporated herein for all purposes (the "Sole Source"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Declaration, the Commissioners Court of County approved to Sole Source the Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide the services in

accordance with the Specifications within **Hidalgo County** following a Sole Source by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

4. As a condition of this Contract, Company shall hold and maintain throughout the duration of the Sole Source Declaration all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **THE COUNTY OF HIDALGO
ATTN: COUNTY JUDGE
302 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539**

If to Company: **MARY ANN PERALEZ D/B/A
BREATH TEST SERVICES
4311 N. 10TH, SUITE C
MCALLEN, TEXAS 78504**

13. 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.

14. Any contract award will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term

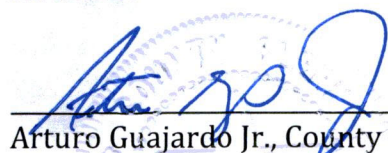
hereof, the Commissioners' Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledge 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 the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claims or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

ATTEST:



Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: 

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12-16-14

**COMPANY: MARY ANN PERALEZ DBA
BREATH TEST SERVICES**

By: Mary Ann Peralez

Printed Name: Mary Ann Peralez

Title: Tech Supervisor

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: SLC
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: **December 16, 2014**

EXHIBIT A
**“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO
COUNTY’S ALCOHOL BREATH TEST PROGRAM”
SPECIFICATIONS**

HIDALGO COUNTY “CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY’S ALCOHOL BREATH TEST PROGRAM”

SPECIFICATIONS

Hidalgo County currently has four (4) Intoxilyzer 5000EN located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco, Texas)

Shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set forth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000EN) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
 - Advanced survey of current information concerning alcohol and its effects on the human body;
 - Operational principles and theories applicable to the program;
 - Instrument operations, maintenance, repair and calibration;
 - Legal aspects of breath alcohol analysis;
 - Principles of instruction;
 - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required".**

EXHIBIT "B"
VENDOR'S FEE SCHEDULE

Proposal Fee Schedule:

1) One (1) Hidalgo County Jail (Edinburg, Texas)	\$ <u>17,500.00</u>
2) One (1) Palmview Police Department (Palmview, Texas)	\$ <u>17,500.00</u>
3) One (1) San Juan Police Department (San Juan, Texas)	\$ <u>17,500.00</u>
4) One (1) Weslaco Police Department (Weslaco, Texas)	\$ <u>17,500.00</u>

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

Date: 01/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

Important: If the policy holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A Statement on the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AGENT: WARD INSURANCE GROUP 1801 PRECINCT LINE RD STE B HURST, TX 76054-3171	PRODUCER: TEXAS ALL RISK GENERAL AGENCY, INC. 9696 SKILLMAN ST, STE 170 DALLAS, TX 75243
INSURED: MARY ANN PERALEZ DBA: BREATH TEST SERVICES 4311 N 10TH ST, STE C MCALLEN, TX 78504	INSURER A: PENN-AMERICA INSURANCE COMPANY

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NCR L#R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 DEDUCTIBLE GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> OCC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PAC7083990	01/09/2015	01/09/2016	GENERAL AGGREGATE 2,000,000 PRODUCTS COMPOUND AGGREGATE EXCLUDED PERSONAL & AUTO INJURY EXCLUDED EACH OCCURRENCE 1,000,000 FIRE DAMAGE (Any one fire) 100,000 MED EXP (Any one person) 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT BODILY INJURY - PER PERSON BODILY INJURY - PER ACCIDENT PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR <input type="checkbox"/> PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>				STATUTORY LIMITS EACH ACCIDENT CEASE - EACH EMPLOYEE CEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS
 OFFICE

CERTIFICATE HOLDER HIDALGO COUNTY PO BOX 87 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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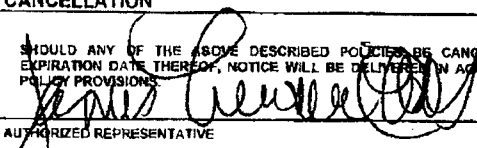
PRODUCER JAMES NEWMAN, AGENT 903 PECAN BLVD. McALLEN, TEXAS 78501 	CONTACT NAME: Norma Mancha PHONE (A/C No., Ext): 956-687-3849 FAX (A/C No.): 956-687-8741 E-MAIL ADDRESS: norma@jamesnewmaninsurance.com PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED MARY ANN PERALEZ DBA BREATH TEST SERVICES 1405 BETTY DR MISSION TX 78572-4369		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occ/insdnce) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> see description	Y		135 4198 E23 53	11/23/2014	11/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 300,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				W/ STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 2011 HONDA PILOT VIN#5FN9F3H63B805686

CERTIFICATE HOLDER HIDALGO COUNTY PURCHASING DEPT 2812 S BUS HWY EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE James Newman (agent)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01-30-2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ward Insurance Group 1801 PRECINCT LINE RD STE B		CONTACT NAME: Michelle Hodges PHONE (A/C, No, Ext): (817) 605-0065 E-MAIL ADDRESS: michelle@wardinsgroup.com FAX (A/C, No): (817) 605-0084	
HURST TX 76054-3171 INSURED MARY ANN PERALEZ DBA: BREATH TEST SERVICES 4311 N 10TH ST STE C MCALLEN TX 78504-3017		INSURER(S) AFFORDING COVERAGE INSURER A: TEXAS MUTUAL INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

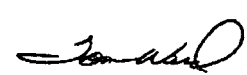
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTIONS				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	SBP0001233848	02/11/2014 02/11/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

HIDALGO COUNTY PO BOX 87 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

From : Steve Crain <scrain@atlashall.com>

Sat, Dec 06, 2014 04:33 PM

Subject : RE: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Other than the date and missing insurance certificate the contract is fine.

-----Original Message-----

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]

Sent: Saturday, December 06, 2014 8:57 AM

To: Steve Crain

Cc: Martha Salazar

Subject: Fwd: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

My apologies Mr. Crain, I did not change the date referenced on the contract; I will correct once I know which court date I can place the agenda item on pursuant to your review as to revisions/form of agreement.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>

To: "Steve Crain" <scrain@atlashall.com>

Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Saturday, December 6, 2014 8:50:02 AM

Subject: Re: Draft Contract-Alcohol Breath Test Program Services-Mary Ann Peralez DBA Breath Test Service

Good Morning Mr. Crain;

Pursuant to your recommendation of adding a "whereas clause" summarizing the sole source letter, I went ahead and reworded the third "whereas clause" of the Interlocal which I remembered a contract you helped me with back on 2013 with Time Warner, which was sole sourced followed by a declaration letter including a service contract. I've attached the revised contract with a revision to the third whereas clause. Please review as to form for your approval so that I may proceed with an agenda item.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>

Sent: Wednesday, November 19, 2014 11:43:30 AM



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent *[Signature]*

DATE: December 16, 2014

RE: "Sole Source Declaration" – Breath Test Services dba Mary Ann Peralez

Senate Bill 74 of the 61st Legislature in 1969 provides that analysis of a person's breath to determine alcohol concentration must be performed according to methods approved by the Texas Department of Public Safety and by an individual possessing a valid certificate issued by the Department for this purpose.

In order to carry out the provisions of this bill, the Texas Department of Public Safety promulgated the Texas Breath Alcohol Testing Regulations contained in the Texas Administrative Code Title 37 Chapter 19.

On February 21, 2012, Hidalgo County Commissioners Court approved the contract with Mary Ann Peralez d/b/a Breath Test Services for the provision of "Hidalgo County's Alcohol Breath Test Program" pursuant to a Request for Proposals.

Ms. Peralez is the owner and operator of Breath Test Services and as stated the only State of Texas Certified Technical Technician to provide said services and expertise required to conduct evidential breath alcohol testing for law enforcement agencies in the Rio Grande Valley as required by the Texas Department of Public Safety pursuant to the Texas Administrative Code Title 37 Chapter 19. She is also under the direction of the State Scientific Director, Mack Cowan from the Texas Department of Public Safety, who has in the past and currently confirms, supports and recommends Ms. Peralez as a sole source provider for such provision.

Therefore, HC must contract with the sole source provider for Hidalgo County's Alcohol Breath Test Program.

Said Sole Source Declaration will remain in effect until such time as revoked by Hidalgo County Commissioners Court.

In the name and by the authority of



The State of Texas

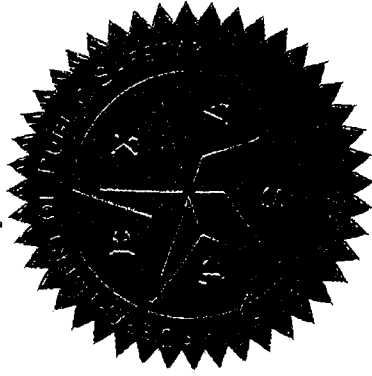
Be it known that

Mary Ann Peralez

having fulfilled the requirements of the Texas Breath Alcohol Testing Regulations and having been approved by the Texas Department of Public Safety is certified as a

Technical Supervisor

as authorized by statute.



Certificate No. **619**

This Certificate expires and is void after **July 31, 2015**.

Original date of issue **February 3, 1995**.

LAB/bt-4 (Rev. 03/12)

In testimony whereof, I have, with the approval of the Director, Department of Public Safety signed my name and caused the official seal of the Department of Public Safety of the State of Texas, to be affixed at the City of Austin, this the 1st day of August A.D. 2013.

J. Mack Lowen

Scientific Director
Department of Public Safety

Steven C. McCraw

Director
Department of Public Safety

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Breath Test Services

From : Mack Cowan <Mack.Cowan@dps.texas.gov>

Tue, Oct 21, 2014 02:08 PM

Subject : RE: Breath Test Services**To :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>**Cc :** Martha Salazar <martha.salazar@co.hidalgo.tx.us>, roy cazares <roy.cazares@da.co.hidalgo.tx.us>, James Tedder <James.Tedder@dps.texas.gov>, Carl Lecocke <Carl.Lecocke@dps.texas.gov>, Mary Ann Peralez <maryannp@rgvbts.com>

Dear Ms. Garcia,
Mary Ann Peralez is a certified Technical Supervisor and as such, she has Technical Supervisor certificate from the DPS. This is the official document that you have requested and Ms. Peralez should be able to provide you a copy of it.

Mack Cowan
Scientific Director
LES/Crime Lab/Breath Alcohol Laboratory
Texas Department of Public Safety
5805 N. Lamar
Austin, TX 78752
Office: 512/424-5202

-----Original Message-----

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 12:00 PM
To: Cowan, Mack
Cc: Martha Salazar; roy cazares
Subject: Breath Test Services
Importance: High

Good Morning Mr. Cowan;
Hidalgo County currently holds a contract with Ms. Maryann Peralez as certified technical supervisor for the provision of Breath Test Service. This current contract will expire on March 5, 2014 and at this time, Hidalgo County is looking into exempting and sole source the services as provided by Ms. Maryann Peralez. As the Scientific Director for the Texas Department Of Public Safety, would you be able to provide a letter of Ms. Peralez and her accomplishment of her certification by the State of Texas for this area. I am aware that there are limited individuals who are qualified and certified for this profession by the State for and in the South Texas Area. I believe Ms. Peralez serves this lower part of South Texas. Hidalgo County has been satisfied with the professionalism provided by Ms. Peralez and seeks to go in this direction as it would be in the best interest of Hidalgo County.

I greatly appreciate your assistance on this so that I may begin the process.

Please do not hesitate to contact me if you have any questions.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856



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
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ELIZABETH ANDERSON
CARIN MARCY BARTH

03/18/08

To Whom It May Concern:

Breath Test Services, operated by Mary Ann Peralez, DBA, based in McAllen, Texas is the only certified breath alcohol testing program that can provide the services and expertise needed to conduct evidential breath alcohol testing in the Rio Grande Valley. Breath Test Services is authorized to maintain the certified breath alcohol testing program in Hidalgo, Willacy, Cameron and Starr Counties.

Sincerely,

J. Mack Cowan
Scientific Director
Texas Breath Alcohol Testing Program

Breath Test Services
4311 N 10th, Suite C • McAllen, Texas 78504 • (956) 618-1198

November 4, 2014

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339

My name is Mary Ann Peralez and I am the owner and operator of Breath Test Services in McAllen, Texas. Breath Test Services is the only State of Texas certified agency approved to provide the services and expertise needed to conduct evidential breath alcohol testing for law enforcement agencies in the Rio Grande Valley including Hidalgo, Willacy, Cameron and Starr counties. My certification includes maintaining and repairing the Intoxilyzer test instruments and yearly re-certification of Intoxilyzer operators. I also testify in court as called upon serving as an expert witness for the prosecution on the Intoxilyzer test instrument and the breath alcohol testing program. I currently oversee and maintain four Intoxilyzer instruments for Hidalgo County. My services to Hidalgo county should be considered sole source as I am the only business recognized by the State of Texas to provide these services in the Rio Grande Valley.

Sincerely,



Mary Ann Peralez
Breath Test Services

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Mary Ann Peralez a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Mary Ann Peralez. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Breath Test Services of McAllen, Texas.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
State of Texas certified breath alcohol testing program for The Rio Grande Valley area including Hidalgo, Willacy, Starr and Cameron counties.
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

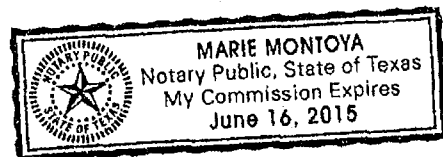
Signature Mary Ann Peralez

SWORN AND SUBSCRIBED TO under oath before me on 31 day of October, 2014.

Marie Montoya
NOTARY PUBLIC

Marie Montoya
PRINTED NAME

06-16-2015
MY COMMISSION EXPIRES



COMPANY NAME: Breath Test Services

ADDRESS, CITY, STATE & ZIP CODE: 4311 N 10th Street, McAllen, TX 78504

PHONE: 956-618-1198

CONTACT NAME AND TITLE: Mary Ann Peralez, Owner, Technical Supervisor

WEB ADDRESS: breathtestservices.com EMAIL: maryannp@rgvbts.com

FEDERAL TAX ID NUMBER: 74-2882119 TEXAS SALES TAX NUMBER: _____

APPROVED

AI-47483

Purchasing Department 43. A. 0.

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Martha L. Salazar,
HC-PAgnt.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Approval of a Sole Source Declaration for "Mary Ann Perez dba Breath Test Services" for the provision of breath alcohol testing services to Hidalgo County's Alcohol Breath Test Program Services and will remain in effect unless revoked by Hidalgo County Commissioners Court:

b) Authority to enter into with approval of a Service Contract with Mary Ann Perez dba Breath Test Services as approved by legal pursuant to action taken on line a with effective date to be as of March 6, 2015 inasmuch as current contract will expire on March 5, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Possible obj. code 350 pursuant to 2015 budget appropriation.

Attachments

Sole Source and Contract

Form Review

Inbox

Reviewed By

Date

Purchasing Department

Budget & Management

Auditor's Office

Form Started By: Vangie Garcia

Started On: 11/18/2014 03:59 PM

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI -47560

Presentation for district court jurisdiction of Hidalgo County and

Need to send to County Judge

to enter into an Interlocal Cooperation Agreement between Hidalgo County and the City of Lordsburg on Hazardous Solid Waste."

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. AI -47483

a) Approval of a Sole Source Procurement for "Mary Ann Peralez dba Breath Test Services" for the provision of breath alcohol testing services to Hidalgo County's Alcohol Breath Test Program Services and will remain in effect unless revoked by Hidalgo County Commissioners Court.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b) Authority to enter into with approval of a Service Contract with Mary Ann Peralez dba Breath Test Services as approved by legal pursuant to action taken on line a with effective date to be as of March 6, 2015 inasmuch as current contract will expire on March 5, 2015.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. County Judge's Office

1. AI -47815

Requesting approval of Exhibit A (Requirements) & Exhibit B (Evaluation Criteria) for Professional Energy Consulting Services Project authorized for publication/advertising by HCCC 10/28/14.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4. JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval to award contract to Republic Services.

Vote: 4 - 0 - Unanimously

C. Pct. 1

1. AI -47575

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1 -

"Disposal of Solid Waste Received at Pct 1- Citizens Collection Station to Transfer" through project No.: 2014-374-11-19-SGS

2. AI -47547

Approval of Purchase for Pct. #1:
One (1) New 2015 Peterbilt 348 Series Dump Truck with standard equipment including additional equipment/options with a total of \$121,449.00 through the County's membership/participation with (TASB)-Buyboard awarded vendor Rush Truck Center w/contract #430-13 which includes delivery fee's and any other appurtenances as may be needed for project #14-417-OGG.

On motion by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2. HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Pct. 2

1. AI -47610

Approve payment of Invoice #20142148 in the amount of \$103,994.40 submitted for professional services rendered by TEDSI Infrastructure Group, under contract C-12-119-07-31 (WA# 3) in connection with Pct. 2 Dicker Road Project.

On motion by COMMISSIONER PCT. 2. HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1. A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously