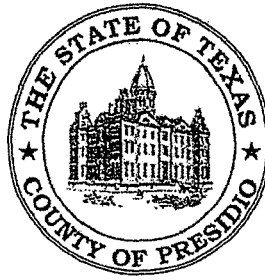
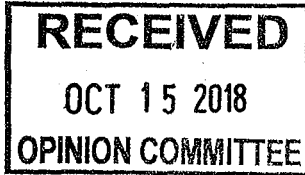


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RQ-0253-KP

October 12, 2018

FILE # ML-48454-18  
I.D. # 48454

Office of the Attorney General of Texas  
P.O. Box 12548  
Austin, Texas 78711-2548  
Attention: Opinion Committee  
Via email and certified mail, RRR  
[opinion.committee@oag.texas.gov](mailto:opinion.committee@oag.texas.gov)

Re: Competitive Bidding Requirements for County Purchases Exceeding \$50,000.00

Dear Attorney General Paxton:

I am seeking an Attorney General's opinion on behalf of Presidio County regarding a proposed contract for the operation of the County's airports. Chase Snodgrass is the current Airports Director for Presidio County, which is a County employee position he has held since February of 2011. Mr. Snodgrass is now proposing a change to both his employment and the County's existing airports management system wherein his private company, Airgistics LLC ("Airgistics"), would begin operating the airports as an independent contractor doing business with the County. This change would also mean that Mr. Snodgrass himself would cease to be a County employee.

The proposed agreement (attached herein) hires Airgistics to operate the County's two municipal airports in Marfa and Presidio. The contract requires the payment of \$108,000 by Presidio County to Airgistics in three equal installments of \$36,000. Presidio County may not terminate the contract during its term. Thus, the contract mandates payment exceeding \$50,000, without competitive bidding.

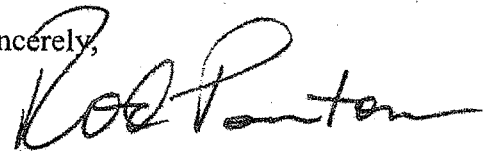
Local Government Code § 262.023, requires that any County purchase under a contract exceeding \$50,000 comply with competitive bidding procedures. Presidio County therefore respectfully asks whether accepting Airgistic's three-year contract at a total of \$108,000, divided over three payments, would violate the competitive bidding procedures required by Local Government Code § 262.023, should the County proceed to accept the offer without receiving other

bids? The total cost of the contract obviously exceeds the \$50,000 threshold.

Specifically, since the statute dictates that "all separate, sequential, or component purchases of items ordered or purchased...from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract," could the Airgistics contract be construed to be "avoiding the requirements of this subchapter" and therefore subject the County to liability from other entities that could offer the same services? *Tex. Atty. Gen. Op. JM-725 (Tex.A.G.), 1987.*

In light of the above, we are concerned that other entities offering airport management services could file suit under § 262.023 should the County fail to put the project up for competitive bidding. Presidio County thanks you in advance for any insight you may be able to provide on this subject.

Sincerely,



Rod Ponton

Presidio County Attorney

Cc: Hon. Cinderela Guevara, Presidio County Judge  
Presidio County Commissioners