

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds that Hidalgo County Sheriff's Office K9 "Cody", a male German Shepherd, ID# 17899, is found to be unacceptable for any type of training due to its medical deficiency and continuous medical expenses. The court finds it in the best interest of the citizens of Hidalgo County that K9 "Cody" be relieved of its police duties with the Hidalgo County Sheriff's Office and that he be donated to a reliable person, therein named Hidalgo County Sheriff's Deputy Jaime Garcia, to care and maintain it for the remainder of K9 "Cody's" life span.

WHEREAS, Hidalgo County Commissioners' Court agrees to relinquish all rights, title and interest in said K9 "Cody", and all responsibility for its condition and actions, and that therein named Jaime Garcia accepts and assume full ownership of said dog and complete responsibility for its condition and actions. Jaime Garcia will also hold harmless the County of Hidalgo and The Hidalgo County Sheriff's Office and its agents and employees against any and all claims which Jaime Garcia's heirs or executors now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog. The court recognizes that Jaime Garcia did not exchange money or anything else of value except his agreement made herein for the said dog.

WHEREAS, Hidalgo County Commissioners' Court understands that the County of Hidalgo assumes no liability for damages to the property of Jaime Garcia, or for personal injuries, disabilities or death of Jaime Garcia or to any other person arising from or incident to the donation of this animal or its use or disposition. Jaime Garcia shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of request to relinquish all rights, title and interest in said K9 "Cody", ID# 17899, and all responsibility for its condition and actions, and that therein named Jaime Garcia accepts and assumes full ownership of said dog

Passed and Approved by Commissioners' Court on _____ of _____, 2012

Signed by:

Ramon Garcia
Hidalgo County Judge

Joel Quintanilla
Commissioner, Pct.#1

Joe M. Flores
Commissioner, Pct #3

Hector "Tito" Palacios
Commissioner, Pct#2

Joseph Palacios
Commissioner, Pct #4



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

RECEIPT AGREEMENT UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY SHERIFF'S OFFICE K9 DOG

In consideration of the Hidalgo County Sheriff's Office, retirement of "K9-Cody", ID#17899, and subsequent transfer of ownership to Jaime Garcia, named Donee, receipt is acknowledged, and which I know to be a dog which was found to be unsuitable for future police work and retired due to a medical deficiency of chronic gastrointestinal illness, I hereby agree and warrant as follows:

1. Upon signing of this form by me and by The Hidalgo County Sheriff's Office's authorized representative, the County of Hidalgo relinquishes all right, title and interest in said dog, and all responsibility for its condition and actions, and accepts and assumes full ownership of said dog and complete responsibility for its condition and actions.
2. Therefore, I will indemnify and hold harmless the County of Hidalgo and the Hidalgo County Sheriff's Office and its agents and employees against and from any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.
3. I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.
4. Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Sheriff's Office makes no warrant or guarantee of its condition of health or temperament, or its future behavior. I am also aware that this dog has had aggression training.
5. Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the donee, Jaime Garcia, or for personal injuries, disabilities or death of the donee or the donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The donee shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Witness & Authorized

Hidalgo County Sheriff

Handwritten signature of Guadalupe Trevino in black ink.

Hidalgo County Sheriff
Guadalupe "Lupe" Trevino

Donee

Handwritten signature of Jaime Garcia in black ink.

Donee, Jaime Garcia
Hidalgo County Sheriff's Deputy
Donee Address 1004 Garner
City, State Zip: Edinburg, Texas 78539

Date: _____

AFFIDAVIT

**{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ANOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY APPEARED **Jaime Garcia**, AFTER BY ME DULY SWORN, UPON OATH DEPOSES, AND SAYS:

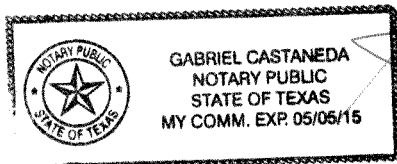
My name is **Jaime Garcia** and I live at **1004 West Garner Edinburg Hidalgo County, Texas**. I was born on **3/16/74**, and I am **38** years old. My telephone number is **720-5154**. I am employed by the Hidalgo County Sheriff's Office and the business is located at **711 East El Cibolo Road in Edinburg, Texas**.

I wish to say that my name is Jaime Garcia. I wish to say that I am currently employed with the Hidalgo County Sheriff's Office and my current rank is of a Senior Deputy. I have been employed with the Hidalgo County Sheriff's Office for over 7 years and I am currently assigned to the Sheriff's Office K9 Unit as a K9 handler. The K9 assigned to me is "Cody" a male German shepherd, ID# 17899. Recently K9 "Cody", became ill and was taken to an emergency Veterinarian for emergency treatment. The Veterinarian concluded that the K9 had a gastrointestinal disorder which would require constant expensive medical treatment. I was later informed that the Sheriff's Office would be retiring the K9 because of its medical disorder and continuous expenses for said treatment. Being that K9 "Cody" has been my partner for over two years I would be interested in taking full responsibility for K9 "Cody" upon him being retired. I am willing to release any and all liabilities from the Sheriff's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine's medical problems. I already have a kennel set up for the canine. I will also cooperate with the Hidalgo County Sheriff's Office at any time to go by my residence and check on the condition of the retired canine. I would appreciate it if I am considered in providing the remaining life of retirement for K9 "Cody", to be cared for and appreciated by my loving family. I sincerely thank you.

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT OF MY OWN FREE WILL.

AFFIANT *Jaime Garcia*

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 3rd DAY OF April 2012



G. Castaneda
NOTARY PUBLIC FOR
HIDALGO COUNTY TEXAS

**ASSET TRANSFER FORM
INITIAL PAGE**

	DEPARTMENT NAME	DEPT. NO.		LOCATION
			Page 1 of <u>1</u>	
TRANSFER TO:	<u>Hidalgo County Surplus</u>	<u>1601</u>		
TRANSFER FROM:	<u>Hidalgo County Sheriffs Department</u>	<u>280</u>	<u>711 El Cibolo Rd, Edinburg</u>	
CONTACT INFORMATION:				
NAME (PRINT)	<u>Richard Ozuna</u>	PHONE NO.	<u>393-6022</u>	FAX NO. <u>393-6021</u>

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY		
				FUND NO.	COST	P/U LOC
1 K9 "Cody" Male German Sheppard	51675	ID# 17899	-			
2						
3						
4						
5						
6						
7						
8						
9						
10						

JUSTIFICATION FOR TRANSFER: Retirement of K9

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent	<u>MARTHA L. SALAZAR</u>	<u><i>Martha Salazar</i></u>	<u>4-5-12</u>
	PRINT NAME	SIGNATURE	DATE
Contact person transferring item(s) out	<u>Richard Ozuna</u>	<u><i>Lt. Richard Ozuna</i></u>	<u>4/5/12</u>
	PRINT NAME	SIGNATURE	DATE
Person receiving Item(s)	_____	_____	_____
	PRINT NAME	SIGNATURE	DATE
Reviewed & Processed by FA Division	_____	_____	_____
	PRINT NAME	SIGNATURE	DATE

FIXED ASSET DIVISION USE ONLY

FROM	TO
DEPT. NO. _____	DEPT. NO. _____
AMOUNT _____	AMOUNT _____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial _____ Date _____

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug.
28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1,
1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30,
1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28,
1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999;
Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003;
Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15,
2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September
1, 2009.



Four Paws Animal Hospital

JUSTIN S. CERELLI, D.V.M.

421 CONQUEST BLVD.

EDINBURG, TEXAS 78539

TELEPHONE: (956) 383-2202

To whom it may concern.

Canine Cody has been treated at our hospital several times for bloody diarrhea, vomiting and NOT eating. He has been treated with medications and has had a barium study.

Cody does better for a short period of time with medications and then relapses.

Cody needs to see an internal medicine specialist and may need an endoscopy to get biopsies of the stomach and intestines. I am concerned about infiltrative disease of cancer of the intestines/colon.

Sincerely

Justin Cerelli D.V.M.