

APPROVED

AI -38215

Purchasing Department 21. E. 1.

CC REGULAR

Meeting Date: 04/30/2013

Submitted For: Sheriffs Office **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 4/26/13.

Attachments

Contract

Veterinary Contract

COI-Four Paws

LEGAL REVIEW

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/26/2013 10:16 AM
Budget & Management	Angela Garcia	04/26/2013 10:19 AM
Auditor's Office	Angela Garcia	04/26/2013 05:18 PM
Form Started By: Darlene Betancourt		Started On: 04/12/2013 11:20 AM
Final Approval Date: 04/26/2013		

SPECIAL MEETING - APRIL 30, 2013

BE IT REMEMBERED, that on this 30th day of April A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 30, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in Prayer.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

-Virginia Townsend expressed concerns with the Constable Pct. 1 Facility
-Opal Billman discussed her Civil Rights, beneficiary of her property, etc.
-Mr. Lopez informed the Court that they had been awarded \$8.7 Million in Tax Credits. He asked that the Court draft a request to Congressman Cuellar and Congressman Hinojosa to set up a meeting.

6. County Judge's Office:

A. Report on bills before the Texas Legislature of interest to Hidalgo County

Rick Alvarez informed the Court on SB 1559 (Collection Fees of Solid Waste Management), HB 3126 (Authorization of Referendum on Election Fees of an Increase in Optional Fees (to fund Transportation Projects)), HB 611 (Subdivision Regulations), HB 2094 (Regulations of Road Side Vendors), and HB 2475 (Election Codes - Oath by Person Assisting Voter).

B. Approval of Proclamation proclaiming the month of May as "Elder Abuse Prevention Month"

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

2. Pct #3 R&B (1200)
Approval of 2013 appropriation of funds from Precinct #3 fund balance into Precinct #3 BCAP Ramirez Subd. (prog. 587), Ramirez Subd. #2 (prog. 588), and Ramirez Subd. #3 (prog. 589) in the total amount of \$19,300.00.

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

3. Countywide Mechanic Shop (1200):
Approval of 2013 appropriation of funds for Countywide Mechanic Shop in the amount of \$54,000.00 to fund operating expenditures.

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

21. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

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

Vote: 5 - 0 - Unanimously

2. Requesting Approval of "PLANS" and CORRECTION to Multiple Use Agreement (MUA) by the State of Texas by and between the Texas Department of Transportation and Hidalgo County, Texas (for US 281 & SH 186 Linn-San Manuel Beautification Project) and, (as approved by CC on 03/05/13)

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: 5 - 0 - Unanimously

E. Sheriff's Office

1. Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

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: 5 - 0 - Unanimously

2. Presentation of 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 Sealed Quotes (RFSQ) titled: Hidalgo County Sheriff's Office-"Purchase of New Correctional Safety Mattresses & Replacement Covers" through project No.: 2013-054-02-28-SGS.

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

Vote: 5 - 0 - Unanimously

F. Co. Wide

1. Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Hidalgo County - Flexible Base Material (Crushed Caliche)- RFB No. 2013-018-04-10-MEG.

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.

Subject: Fwd: VET SERVICES

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852

Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

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

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>

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

Cc: "Juan tapia" <juan.tapia@hidalgo.org>, "Darlene Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>

Sent: Monday, March 25, 2013 2:38:22 PM

Subject: RE: VET SERVICES

Marty,

Attached is the contract for veterinary services that is approved as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza

Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3824

(956) 318-2079 FAX

michael.garza@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

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

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Friday, March 22, 2013 4:28 PM

To: michael garza

Cc: juan tapia; Darlene Betancourt; josephine ramirez

Subject: Re: VET SERVICES

Mr. Michael:

In connection with your response as to the type of form of agreement we should utilize for the vet services for the Sheriff's Office, I originally provided you a draft of the agreement which attached. Please review and comment as to form. We do have the item on for next Tuesday, March 26, 2013. We must have the the agreement as supporting documentation.

Thanks,

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**CONTRACT FOR VETERINARY SERVICES
C-13-125-04-30**

THIS AGREEMENT is made on this the **30th** day of **April , 2013** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and **Dr. Justin Cerelli, licensed by the State Board of Veterinary Medical Examiners and Four Paws Animal Hospital**, (hereinafter "Contractor") to provide services for the Hidalgo County Sheriff's Office in the manner hereinafter provided.

WITNESSETH

WHEREAS, Contractor responded to a request for quotes for "**Veterinary Services**", as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Contractor submitted a quote to provide services in accordance with Exhibit "A" Request for Quotes attached hereto respectively, and incorporated herein for all purposes, and;

WHEREAS, in recognition of and in consideration of Contractor's agreement to perform the Services in accordance with Specifications within the Request for Quotes, the Commissioners Court of County awarded the bid to Contractor.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor shall be duly licensed by the Texas State Board of Veterinary

Medical Examiners as prescribed by the Veterinary Licensing Act of the Texas Occupation Code, Chapter 801.

2. Contractor agrees to provide and perform the services that include, but are not limited to, those set forth as follows and more particularly described in Exhibit "A" and "B".

a. Provide the following vaccines on a yearly basis:

- I. Distemper
- II. Bordetella (every six (6) months)
- III. Parvo-Virus
- IV. Rabies, and
- V. Rattle Snake Immunization

b. Provide general health check-ups on an as needed and/or emergency basis.

c. Provide fecal, heartworm diagnostic exams, blood analysis, and provide treatment for common internal and external parasites to include but not limited to the following:

- I. Heartworm preventative care, and
- II. Topical external parasite prevention

d. Contractor shall have a response time of fifteen (15) minutes for regular, non-emergency calls and shall be immediately available by phone for emergency calls. Additionally, Contractor shall respond in fifteen (15) minutes to all visits.

e. Contractor shall have trained and licensed technicians and/or staff sufficient enough to provide and respond to injury caused by trauma, including but not limited to advanced cardiac life support.

f. Contractor, technician and/or staff shall be required to maintain all necessary licensing as required by law for the entire duration of this contract and any renewal of grace period thereafter.

3. The term of this Contract shall commence on **April 30th, 2013** and continue through **April 29, 2014** and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein. County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

4. As consideration for providing the services outlined above, Contractor shall be paid as outlined and accordance with the attached Exhibit "B" for services rendered. Invoices shall be paid to Contractor after the Hidalgo County Auditor's Office has completed its review process for each payment request.

5. Contractor represents and maintains that he is an independent contractor and is not an employee of the County, the Hidalgo County Sheriff's Office or any agency thereof, and represents and warrants that Contractor does not desire or request any fringe benefits provided to employees of the County, Hidalgo County Sheriff's Office and/or any agency of the County.

6. County and Contractor agree that either party may terminate this

Agreement at any time during the term of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of terminate and neither party shall have any further rights arising from the terms of this Agreement.

7. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act Section 1002.002 et. seq., Texas Civil Practice and Remedies Code with County named as additional insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor which are attributable to the acts of omissions of Contractor or the acts or omissions of Contractor's employees, agents or representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

8. Contractor may not assign the obligations or rights under this Contract to any person without prior written consent of County.

9. Notice: Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and (i) shall either be sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have

been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor: Four Paws Animal Hospital
Attn: Dr. Justin Cerelli
214 Conquest Boulevard
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. Conflict with Applicable Law. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or

through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

12. Texas Law to Apply. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

15. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

18. Authority to Execute. The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or

corporate action, and this Contract constitutes and valid and enforceable obligations of County and Contractor in accordance with its terms.

19. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

20. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the

acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the 30th day of April, 2013

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 4/30/13

ATTEST:

Arturo Guajardo Jr
Arturo Guajardo Jr, Hidalgo County Clerk

CONTRACTOR: **Four Paws Animal Hospital**

By: Justin Bull

Approved on Commissioners' Court 4/30/13

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County
Rene Guerra

By: [Signature]
Michael Garza, Assistant District Attorney

E. Sheriff's Office

1. Acceptance and approval of final negotiated contract between Hidalgo County (Sheriff's Office/Department) and Four Paws Animal Hospital for provision of Veterinary Services.

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

Vote: 5 - 0 - Unanimously

2. Presentation of 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 Sealed Quotes (RFSQ) titled: Hidalgo County Sheriff's Office-"Purchase of New Correctional Safety Mattresses & Replacement Covers" through project No.: 2013-054-02-28-SGS.

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

Vote: 5 - 0 - Unanimously

F. Co. Wide

1. Recommending award of bid and approval of contract to multiple bidders as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached for Hidalgo County - Flexible Base Material (Crushed Caliche)- RFB No. 2013-018-04-10-MEG.

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

Vote: 5 - 0 - Unanimously

22. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

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

Vote: 4 - 0 - Unanimously

A. Real Estate Acquisition

- B. Pending and/or potential litigation
- C. Claim of Fabian Ybarra
- D. Claim against Roberto Ysaguirre, Jr.
- E. Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

NO ACTION taken on items 22.A through E.

23. Open Session:

- A. Real Estate Acquisition and appropriation for same

NO ACTION taken on this item.

- B. Pending and/or potential litigation

NO ACTION taken on this item.

- C. Claim of Fabian Ybarra

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve in the amount of \$12,500.00.

Vote: 4 - 0 - Unanimously

- D. Claim against Roberto Ysaguirre, Jr.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote to approve the release and settlement agreement with a promisory note for the amount of \$2,737.38.

Vote: 5 - 0 - Unanimously

- E. Civil Action No. 7:12-cv-00502; Carla Davis v. Hidalgo County

NO ACTION taken on this item.

24. Closed Session:

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

NO ACTION taken on this item.

April 30, 2013

25.

Open Session:

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

NO ACTION taken on this item.

26.

Adjourn

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

Vote: 5 - 0 - Unanimously

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 30th day of April, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 30, 2013.

Signed this 2nd day of May 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Priscilla Torres, Deputy

Exhibit A

Request for Quote

EXHIBIT "A"

**THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"**

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified licensed vendor (s) to conduct Veterinary Services on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
3. VETERINARIAN SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
4. VETERINARIAN SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED PERSONNEL TO ADMINISTER THE FOLLOWING VACCINES ON A YEARLY BASIS:
 - A- DISTEMPER
 - B- BORDETELLA - (Recommended every 6 months)
 - C- PARVO-VIRUS
 - D- RABIES
 - E- RATTLE SNAKE IMMUNIZATION
5. VETERINARY REQUIRED SERVICES:
 - A- Must provide general health check up on a needed or emergency basis.
 - B- Must provide fecal and blood analysis and provide treatment for common internal parasites.
 - C- Must have staff trained to deal with injury caused by trauma.
 - D- Must be able to provide advanced cardiac life support.
 - E- Must be licensed to prescribe and administer various common canine medications.
 - F- Must be able to provide screening for heartworms and provide treatment.
 - G- Must be able to provide Heartworm Preventative (Heart Guard).
 - H- Must be able to provide topical external Parasite Preventative (Frontline Plus).
 - I- Must be able to provide yearly vaccinations as follows:
 - Heartworm - Diagnostic Test
 - Fecal Exams - Diagnostic Test
 - Rattlesnake Booster
 - Year supply of Heartgard & Frontline Plus

EXHIBIT "A" Cont.

THE COUNTY OF HIDALGO TEXAS
SHERIFF'S OFFICE
RFSQ
"VETERINARY SERVICES"

SPECIFICATIONS

- 6. THE INITIAL PURCHASE ORDER TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE \$50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR).
- 7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM, IF APPLY (GENERAL LEABILITY).
- 8. ALL PRICES FOR CONSULT SHALL INCLUDE CONSIDERATION FOR PROCEDURE/ HOURLY RATE PLUS MEDICATIONS PERCENTAGE MARK UP (IF APPLICABLE).
- 9. ALL BILLING INVOICES WILL BE ITEMIZED (MEDICATION, LABOR, ETC....)
- 10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:
 - A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
 - B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND
 - C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.
- 11. RESPOND TIME UPON CALL ON REGULAR BASIS: 15min HOURS
- 12. RESPOND TIME UPON CALL ON EMERGENCY BASIS: immediately available ^{by phone} HOURS
- 13. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A
- 14. WHAT WILL BE THE TRAVEL COST RATE BY ZONE AREA, IF APPLY: N/A
- 15. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR EMERGENCIES, VENDOR MUST ALSO BE AVAILABLE FOR CONSULTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:
 - A- TIME TO LOCATION (Hospital) 20 min Does not travel to
 - B- RESPOND TIME FOR VISITING (In Hospital) 15min site, treatment must be at Hospital

Exhibit B

Fees

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EXHIBIT "B"

**THE COUNTY OF HIDALGO TEXAS
 SHERIFF'S OFFICE
 RFSQ
 "VETERINARY SERVICES"**

BID PAGE

Services should be for a procedure/ hourly / time rate with mark up rate for Medical Supplies. Any and all additional Fees should be included in bid price (Reference to Exhibit "A" Specifications). (Please fill in time)

I- VETERINARY SERVICES:

- A. Normal Business Hours 8 A.M. to 5:30 P.M.
- B. After Hours, Weekends & Holidays A.M. to P.M. - Emergency Clinic 969-3383
- C. Overnight Vet on call, who will respond in case of an Emergency Dr. Cerelli
- D. Mark Up (%) Rate for (Prescription) Medical Supplies: N/A

II- PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN When Arrives

III-

ITEM No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Office Visit Charge (s)	1	46.25	46.25
2	Vet Emergency Office Visit Charges	1	150.00	150.00
3	Annual Vaccination Charge(s) Parvo/Distemper	1	14.75	14.75
4	Bordetella Vaccine	1	17.00	17.00
5	Rattle Snake Vaccine	1	24.50	24.50
6	Lepto Vaccine	1	12.50	12.50
7	Rabies Vaccine	1	17.40	17.40
8	HeartGard 51-100lbs. (6 Months)	1 Box	54.50	54.50
9	Frontline 45-88lbs. (6 Months) <u>Tritalk</u>	1 Box	122.40	122.40
10	Annual Wellness Exam	1	44.25	44.25
11	Wellness Screen	1	150.00	150.00
12	Heartworm Test	1	50.00	50.00
13	Fecal Examination	1	19.00	19.00

VENDOR / COMPANY NAME: Four Paws Animal Hospital
 ADDRESS: 214 Conquest Blvd.
 CITY/STATE/ZIP CODE: Edinburg, Tx 78539
 PHONE NUMBER: (956) 383-2203 FAX NUMBER: (956) 383-5153
 AUTHORIZED SIGNATURE: [Signature] PRINTED NAME: Justin Cerelli
 TITLE: President DATE: 4-9-13

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

**MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Four Paws Animal Hospital

From: Juan Tapia
Hidalgo Co. Sheriff's Office

Date: April 8, 2013

Re: Negotiation for -"Hidalgo County Veterinary Services"

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 26, 2013), please be advised that you have been selected to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on April 11, 2013.

Best and final offer of the proposed contract rate of \$ 46.²⁵

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-2932.

Signed: Justin Cerelli Title: President

Printed Name: Justin Cerelli

Exhibit C

Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/13

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	956-682-2841 956-630-4015	CONTACT NAME: Cheryl Hicks PHONE (A/C No. Ext.): 956-630-4010 FAX (A/C No.): 956-630-4015 E-MAIL ADDRESS: chicks@swkins.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Four Paws Animal Hospital Dr. Justin Corelli DVM, PC, dba 214 Conquest Blvd. Edinburg, TX 78539	INSURER A: Assurance Company of America	
	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 INSR	INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PAS01923319	10/07/12	10/07/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTHER 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)

CERTIFICATE HOLDER Hidalgo County Sheriff's Department 711 El Cibolo Rd Edinburg, TX 78541	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 <i>Cynthia Cabaza</i>
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