

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HIDALGO     §**

**VETERINARY SERVICES AGREEMENT**  
**C-17-148-05-16**

**THIS AGREEMENT** is made on this the **16<sup>th</sup>** day of **MAY, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County") acting by and through the Hidalgo County Sheriff's Office, a political subdivision of the State of Texas, 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**, County desires to contract with a professional for **"VETERINARY SERVICES" (on an as needed basis)**, as more particularly described and incorporated herein for all purposes attached as Exhibit "A" (the "Services"); and

**WHEREAS**, Contractor has agreed to provide the services enumerated hereinafter for the Hidalgo County Sheriff's Office as demonstrated in the attached Exhibit "B" which shall be made part of this agreement.

**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. **Term.** This Contract shall be for a period of **three (3) years**, commencing, **MAY 16, 2017**, expiring, **MAY 15, 2020** and may be extended at the sole discretion of County for an additional two (2) years, 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 102.003 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  
*"Veterinary Services – Hidalgo County Sheriff's Office  
Four Paws Animal Hospital (Dr. Justin Cerelli)* **C-17-148-05-16**

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.

10. **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.

11. **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.

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. **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.

**21. 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.

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

23. **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 claim or action of any person, entity, or individual against County.

24. **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.

25. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

**WITNESS THE HANDS OF THE PARTIES** on this the \_\_\_day of \_\_\_\_\_, **2017.**

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr, Hidalgo County Clerk

**CONTRACTOR:  
FOUR PAWS ANIMAL HOSPITAL**

By: \_\_\_\_\_  
Printed Name: Dr. Justin Cerelli  
Title: Owner / President

**APPROVED AS TO FORM:**

Office of the Honorable Ricardo Rodriguez  
Criminal District Attorney, Hidalgo County

By: \_\_\_\_\_  
Josephine Ramirez-Solis,  
Assistant District Attorney

*Approved by Commissioners Court: \_\_\_\_\_, 2017.*

# **EXHIBIT "A"**

## **SPECIFICATIONS/REQUIREMENTS**

### **"Veterinary Services"**

#### **Hidalgo County Sheriff's Office**

Veterinarian Medical Facility must be able to provide the following services:

1. Annual Wellness Exams for general health maintenance.
2. Must have capabilities to conduct blood and lab work to include complete blood counts (CBC)
3. Must be able to provide X-ray services.
4. Must be able to provide yearly vaccinations required by the Texas Health and Safety Code for dogs.
5. Must be able to conduct fecal examinations for intestinal parasites.
6. Must have capability to conduct heartworm examinations.
7. Must have the capability to administer rattlesnake vaccinations.
8. Must have the capability to provide advanced cardiac life support.
9. Must have the ability to house and board dogs.
10. Must be able to provide the following vaccines:
  - Rabies
  - Distemper
  - Lepto
  - Parvo-virus
  - Influenza
  - Rattlesnake
  - Pro-heart for heartworms (Or equivalent vaccine)
11. Laser Therapy for Arthritic or minor orthoscopic or spinal injury.
12. Must be able to provide hospitalization services.
13. Must have the capability to conduct emergency surgery for the following:
  - Bloat or GDV
  - Ruptured Spleen
  - Internal Trauma
  - Tension Pneumothorax
14. Must be able to provide dental cleaning and emergency dental extraction procedures.
15. Must be able to provide ultrasound imaging.
16. Must be able to provide the following medications or medications equivalent to the following:
  - Nexgaurd
  - Proheart
  - Heartguard
  - Tri-fexis
  - Simparica

The above listed specifications are the minimal requirements needed to provide services to the Hidalgo County Sheriff's Office K9 unit.

# EXHIBIT "B"

## FEES

### "Veterinary Services" Hidalgo County Sheriff's Office

**VETERINARY SERVICES/HOURS:**

- A. Hours of Operation: 7:30 A.M. to 5:30 P.M.  
 B. Hours After/Weekend/Holidays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.  
 C. 24-Hour Emergency Service/Care Veterinarian (on call): Justin Crelli  
 D. Specific time Technician's Fees will start (specify): none

ITEM NO.	DESCRIPTION OF SERVICE	QTY.	PRICE
1	OFFICE VISIT	1	46.25
2	EMERGENCY VISIT	1	120.00
3	ANNUAL VACINATION PARVO/DISTEMPER	1	23.00
4	BORDETELLA VACCINE	1	18.40
5	RATTLE SNAKE VACCINE	1	28.00
6	LEPTO VACCINE	1	inci
7	RABIES VACCINE	1	17.55
8	HEART GARD 51-100 LBS. (6-MOS) PRO-HEART	1 Box	80.10
9	FRONTLINE 45-88 LBS. (6-MOS) NEXT GUARD	1 Box	142.00
10	ANNUAL WELLNESS EXAM	1	46.25
11	WELLNESS SCREEN	1	168.00
12	HEARWORM TEST	1	53.60
13	FECAL EXAMINATION	1	20

\*Mark Up (%) Percentage Rate for **Prescription/Medical Supplies** if applicable: \_\_\_\_\_

VENDOR/COMPANY NAME: Four Paws Animal Hospital  
 ADDRESS: 214 Conquest Blvd  
 CITY/STATE/ZIP CODE: Edinburg, TX 78539  
 E-MAIL ADDRESS: JSC DVM@gmail.com  
 PHONE No.: 956-383-2202 FAX No.: 956-383-5153  
 CELL No. (956) 776-2288  
 AUTHORIZED SIGNATURE: Justin Crelli  
 PRINTED NAME: Justin Crelli  
 TITLE: President DATE: 5-5-17

# **EXHIBIT "C"**

## **INSURANCE REQUIREMENTS**



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2017-203349

Date Filed:  
05/05/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Four Paws Animal Hospital  
edenburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HCSO

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

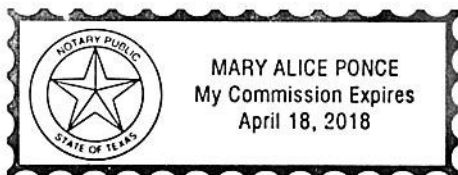
c-17-148-00-00  
Veterinary services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Animal Hospital, Four Paws	Edenburg, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Justin Correll*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Justin Correll, this the 8th day of May, 2017, to certify which, witness my hand and seal of office.

Mary Alice Ponce Signature of officer administering oath  
Mary Alice Ponce Printed name of officer administering oath  
Notary Public for the State of Texas Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2017-203349

**Date Filed:**  
05/05/2017

**Date Acknowledged:**  
05/08/2017

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Four Paws Animal Hospital  
edinburgh, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
HCSO

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
c-17-148-00-00  
Veterinary services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Animal Hospital, Four Paws	Edinburg, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath