



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

July 16, 2019

Center for Disease Detection, LLC
11603 Crosswinds Way, Suite 100
San Antonio, TX 78233
P (210)590-3033 or (210)590-3121
ATTN: Mr. Robert Nelson, Senior Vice President

Via email: mike.kossman@cddmedical.com TERM:
November 30, 2019 – November 29, 2020

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE
Original Contract# (C-17-153-08-08) – “Laboratory Services”-Hidalgo County

Dear Mr. Nelson

Be advised, that County has chosen the option to exercise the final term of the additional two (2) one (1) year period, (under the same rates, terms and conditions) with Center for Disease Detection, LLC for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of January 1, 2016, to comply with the Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

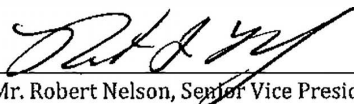
In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-192**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by Commissioners Court, the signed and notarized “**HB Form 1295**” and “**Extension Notice**” must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us by no later than Friday, July 19, 2019 or sooner if possible. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your “Updated Certificate of Insurance” with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By: 
Mr. Robert Nelson, Senior Vice President

Date: 7/12/19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

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

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

Center for Disease Detection, LLC
San Antonio, TX United States

Certificate Number:
2019-517466

Date Filed:
07/17/2019

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

County of Hidalgo

Date Acknowledged:

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-17-153-08-08
Laboratory Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is ROBERT NELSON, and my date of birth is 11/27/1965.

My address is 11603 CROSSWINDS WAY, STE 100, SAN ANTONIO, TX, 78233, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 12 day of JULY, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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:
2019-517466

Date Filed:
07/17/2019

Date Acknowledged:
07/23/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Center for Disease Detection, LLC
San Antonio, 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.
County of Hidalgo

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-17-153-08-08
Laboratory Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/25/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Laboratory Corporation of America Holdings & Subsidiaries 531 S Spring Street Burlington NC 27215 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Westchester Surplus Lines Ins Co		10172
	INSURER E:		
INSURER F:			

OCT 30 2018

By: *[Signature]*

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570073663006** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDOG71211939	11/01/2018	11/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPIOP AGG	\$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25269949	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			G27524485005	11/01/2018	11/01/2019	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC65440064	11/01/2018	11/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WLRC65439980	11/01/2018	11/01/2019	E.L. EACH ACCIDENT	\$1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC65440027	11/01/2018	11/01/2019	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-PL-Primary			HDCG71211976 Claims Made	11/01/2018	11/01/2019	Each Incident	\$1,000,000
							Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Hidalgo County Health Department, Bid No: 2011-173-08-10-SMA. The County of Hidalgo is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

County of Hidalgo Attn: Sheriff's Office 2802 S. Business Hwy. 281 Edinburg TX 78539 USA	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>Aon Risk Services Northeast Inc.</i>
---	--

Certificate No : 570073663006

ok

A. Presentation of scoring grid (for the purpose of ranking by CC) of the graded and evaluated submissions for RFP No. 2018-158-08-08-YSS "Worker's Compensation Loss & Funding Projection Actuarial Study."

Submitting Vendors	Grade	Ranking
AMI Risk Consultants	96.6	1
Glicksman Consulting, LLC	94.6	2
Lewis & Ellis, Inc.	94.0	3
Huggins Actuarial Services, Inc.	93.3	4

B. Authority for the Purchasing Department to negotiate an agreement with the top ranked firm of AMI Risk for "Worker's Compensation Loss & Funding Projection Actuarial Services."

I. Sheriff's Office

ok

1. **AI-67076** Requesting approval to process Requisition #379237 for Spillman Technologies, Inc. in the amount of \$100,461.75 for annual software maintenance through Sole Source Declaration Amendment on 11/01/16 through AI-57080.

2. **AI-66809** Requesting approval for the purchase of WCCTV 4G IR Mini Dome Camera Systems from "Wireless CCTV, LLC." through Hidalgo County's participation with GSA Schedule 84 Contract (GS-07F-031DA) for HC Sheriff's Office, along with supporting equipment, connections/installations and warranties through assigned Req# 378585 in the amount of \$69,400.24 and to include any present and future accessories, renewals of maintenance, support services and annual licenses for the lifetime of the equipment/software with no requirement for an agreement as vendor accepts as sufficient evidence of the transaction by/through processed purchase order.

3. **AI-66959** Approval to purchase new holsters and mag cases for new weapons purchased for Sheriff's Office from Galls LLC, through Hidalgo County's membership/participation with Buyboard Contract #507-16 in the amount \$66,434.38 through requisition #377743.

J. District Attorney

ok

1. **AI-67066** Requesting Clarification on AI-66719 approved on 09/18/2018 for the HC/DA Office for the purchase of a 2018 Jeep Compass [as it is no longer available] to be replaced/substituted with a 2018 Renegade Latitude in the total amount of \$22,611.00 thru requisition #380647.

K. Co. Wide

ok

1. **AI-66639** Approval to exercise the County's option to extend the "Countywide Laboratory Services" C-17-153-08-08-SMA for a one (1) year term under the same rates, terms, and conditions.

27.

Open Forum

*① Fern McLaugherty Re: meet + greet Oct. 10th 6:30 pm
② — Kc. Fletcher (left)*

28.

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:



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

September 12, 2018

Albert Hernandez, Associate Vice President
Center for Disease Detection
11603 Crosswinds Way, Suite 100
San Antonio, Texas 78233
P (210) 590-3033 or (210) 590-3121

via email mike.kossman@cddmedical.com
TERM: NOVEMBER 30, 2018 - NOVEMBER 31, 2019

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
CONTRACT# (C-17-153-08-08) - Laboratory Services for HIDALGO COUNTY

Dear Ms. Reed

Be advised, that County has chosen the option to exercise the FIRST of 2 Extensions of the additional one (1) year period, *(under the same rates, terms and conditions)* with **Laboratory Services** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-18-240**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: elena.gomez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your **"Updated Certificate of Insurance"** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: elena.gomez@co.hidalgo.tx.us by no later than date reflected above.

By: _____
Albert Hernandez, Associate Vice President

Date: 9/18/2018

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
(or)
Dina Trevino, Assistant Purchasing Agent
Hidalgo County Purchasing Agent

MLS-DT/meg
Enclosures

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:
2018-403783

Date Filed:
09/13/2018

Date Acknowledged:

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

Center for Disease Detection
San Antonio, 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.

Hidalgo County

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.

E-18-240
Laboratory Services for Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

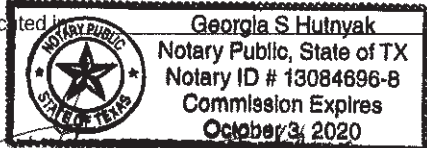
6 UNSWORN DECLARATION

My name is Alberto Hernandez, and my date of birth is 04/20/1974.

My address is 11603 Crosswinds Way, #100 San Antonio TX 78233 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 18th day of September 18.
(month) (year)



Georgia S. Hutnyak

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

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:
 2018-403783

Date Filed:
 09/13/2018

Date Acknowledged:
 09/18/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Center for Disease Detection
 San Antonio, 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.
 Hidalgo County

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.
 E-18-240
 Laboratory Services for Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

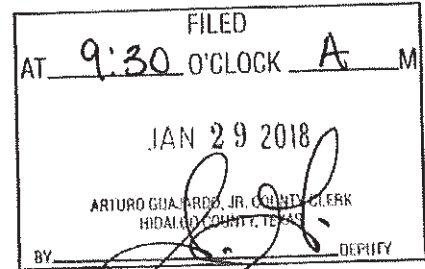
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



**SERVICE CONTRACT
C-17-153-08-08**

THIS CONTRACT is made and entered into this 8th day of August, 2017 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Center for Disease Detection, LLC a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to advertised notices for bids for "Laboratory Services" for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to 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 agrees 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, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his 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 Contract shall be for a period beginning November 30, 2017 and ending November 29, 2018 with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification 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 Dr.
Edinburg, TX 78539**

If to Company: **Center For Disease Detection
Attn: Alberto Hernandez, Associate Vice President
11603 Crosswinds Way, Suite 100
San Antonio, TX 78233**

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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. 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.

16. 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.

17. **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

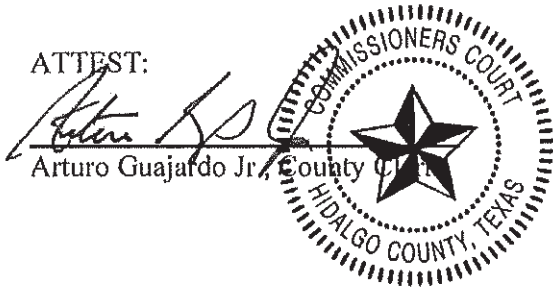
right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

18. 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.

19. 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.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

ATTEST:



Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS COURT
DATE: 8/8/17 *ms*

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

CENTER FOR DISEASE DETECTION

By: *AB*

Printed Name: Alberto Hernandez

Title: AVP

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

By: *SLC*
Steve L. Crain