



- 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* **C-17-148-05-16**  
*Four Paws Animal Hospital (Dr. Justin Cerelli)*

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 16th day of   MAY  , 2017.

**HIDALGO COUNTY, TEXAS**

By: Ramon Garcia  
Ramon Garcia, County Judge

**ATTEST:**

Arturo Guajardo Jr  
Arturo Guajardo Jr, Hidalgo County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 5/16/17

**CONTRACTOR;**  
**FOUR PAWS ANIMAL HOSPITAL**  
By: Justin Cerelli  
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  
Josephine Ramirez-Solis,  
Assistant District Attorney

Approved by Commissioners Court:           MAY 16          , 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 CROELLI  
 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	incl
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: Euimbury, TX 78539  
 E-MAIL ADDRESS: JSC DVM@gmail.com  
 PHONE No.: 956-383-2802 FAX No.: 956-383-5153  
 CELL No. (956) 776-2288  
 AUTHORIZED SIGNATURE: Justin Croelli  
 PRINTED NAME: Justin Croelli  
 TITLE: President DATE: 5-5-17

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**



FOURP-1

OP ID: EA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2017

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).

<b>PRODUCER</b> Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	<b>CONTACT</b> NAME: Cynthia Cabaza, CIC PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS:														
<b>INSURED</b> Four Paws Animal Hospital Dr. Justin Cerelli DVM, PC,dba 214 Conquest Blvd. Edinburg, TX 78539	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Co.</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER C: Ohio Casualty Insurance Co.</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co	24082	INSURER B: Texas Mutual Insurance Co.	22945	INSURER C: Ohio Casualty Insurance Co.	24074	INSURER D:		INSURER E:		INSURER F:	
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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 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 type="checkbox"/> LOC OTHER:			BZS55703869	10/07/2016	10/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
C	<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 checked="" type="checkbox"/> RETENTION \$ 10000			USO55703869	10/07/2016	10/07/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001299013	01/01/2017	01/01/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 15%;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> <td style="text-align: right;">100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> <td style="text-align: right;">100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> <td style="text-align: right;">500,000</td> </tr> </table>		PER STATUTE	OTH-ER				E.L. EACH ACCIDENT		\$	100,000		E.L. DISEASE - EA EMPLOYEE		\$	100,000		E.L. DISEASE - POLICY LIMIT		\$	500,000
	PER STATUTE	OTH-ER																									
	E.L. EACH ACCIDENT		\$	100,000																							
	E.L. DISEASE - EA EMPLOYEE		\$	100,000																							
	E.L. DISEASE - POLICY LIMIT		\$	500,000																							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

HIDALG1  Hidalgo County Sheriff's Office 711 El Cibolo Rd Edinburg, TX 78539	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 
--	---

# 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  
Edinburg, 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.

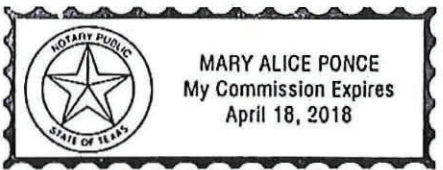
c-17-148-00-00  
Veterinary services

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.



AFFIX NOTARY STAMP / SEAL ABOVE

*Justin Cerelli*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Justin Cerelli, 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**

**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  
 edinburg, TX United States

**Certificate Number:**  
 2017-203349

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

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

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

**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



**AGENDA**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT**  
**MEETING**  
**May 16, 2017**  
**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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. County Judge's Office:**
  - A. AI-59878** Approval of Proclamation to proclaim May 2017 as “Motorcycle Safety and Awareness Month” in Hidalgo County.
  - B. AI-59606** Consideration and approval of a Proclamation declaring May 2017 as Elder Abuse Awareness Month.
  - C. AI-59797** Discussion and approval of the Addendum to the Tax Abatement Agreement between Hidalgo County and South Texas Electric Cooperative, Inc. effective December 22, 2015 granting an 80% tax abatement in accordance with the agreement and the tax abatement guidelines.
- 6. Constables:**

**19. Budget & Management:**

- A. AI-59780** 2018 Budget Process:  
 1. Presentation of 2018 Budget Process Calendar.  
 2. Approval of 2018 Budget Development Criteria.
- B. AI-59779** Approval to submit request for funds (unclaimed capital credits) from Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the letter request.
- C. AI-59699** JAG (1282)/Auxiliary Court (1100):  
 Ratification of effective date for the personnel action approved by CC on May 2nd, 2017, AI-59518, from 5/02/17 to 3/20/17.
- D. Budget Appropriations:**
- 1. AI-59788** Pct. 3 R&B (1200):  
 Approval of 2017 appropriation of funds into Pct. 3 R&B (123-107 & 123-120) in the amount of \$191,141.40.
- 2. AI-59804** Special Vehicle Inventory Fund (1246):  
 Approval of 2017 appropriation of funds for the Special Vehicle Inventory Fund (1246) in the amount of \$102,377.67 to fund salaries, fringes, & operating expenses for calendar year 2017.

**20.**

**Purchasing Department - 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 FORWARDED 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. AI-59685** Requesting approval for Hidalgo County to exercise it's option to terminate [under provision #2] as stated in the current service agreement with Drone Dynamics, LLC by providing a Thirty (30) Day written notice of termination.

Lt. Jose N. Rodriguez issued firearm at the Fixed Asset Value [supporting documentation attached] at \$50.88.

- 2. AI-59741** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a)(4), a professional service;

**APPROVED**

b. Approval to enter into a final negotiated professional Veterinary Services Agreement with FOUR PAWS ANIMAL HOSPITAL for the purposes of "VETERINARY SERVICES" for the HIDALGO COUNTY SHERIFF'S OFFICE, (subject to legal review).

- 3. AI-59644** Presentation of the sole responsible vendor, Montgomery Technology, Inc., submitting the lowest and best bid [as detailed in tabulation sheet contained herein & meeting all specifications/requirements] for the purpose of award and approval of contract [but in no event to exceed the statutory bid limit of \$50K] for Request For Sealed Quotes titled: Hidalgo County Sheriff's Office - "Electronic Security MTI System Maintenance and Repair Services"-No: 2017-120-04-19-SGS.

**J. Adult Probation**

- 1. AI-59495** Arnold Patrick-Executive Director, is formally requesting to remove fixed assets from their inventory list with detailed description of said fixed assets attached as "Exhibit A" inventory.

**K. Co. Wide**

- 1. AI-59677** Presentation of the sole responsible vendor, Model Laundry submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Mats, Dust Mops & Shop Rags & Towels" through project No.: 2017-057-04-26-FAZ.
- 2. AI-59823** Requesting approval to accept bid and approval to award Contract to Pavement Markings Inc. lowest and best bidder over all and meeting all specified requirements for RFB No.2017-053-05-10-TDL "Striping / Markings of County Roads, County Parking Lots & Misc. County Owned Sites", subject to compliance with HB1295.

**21. Open Forum**