

cc 9/17/19

202497 F. 2

Approval of "First Amendment" to contract C-17-148-05-16 with Dr. Justin Cerelli - Four Paws Animal Hospital to reflect increased fees/medications and replace the current Exhibit "B" with the revised Exhibit "B".

18. Open Forum

19. Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.074 to discuss the following:

A. Real Estate Acquisition

B. Private consultation and advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and/or legal matters subject to the attorney-client privilege under the authority of the Open Meetings Act Section 551.071, Government Code.

C. AI-72278 Duties & evaluation of Urban County Director

D. AI-72313 Duties & evaluation of Community Service Agency Director

20. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

na

B. Engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB 1295)

21. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-72281 Duties & evaluation of Urban County Director

D. AI-72314 Duties & evaluation of Community Service Agency Director

Proceed as directed

22. Closed Session:

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

23. Open Session:

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

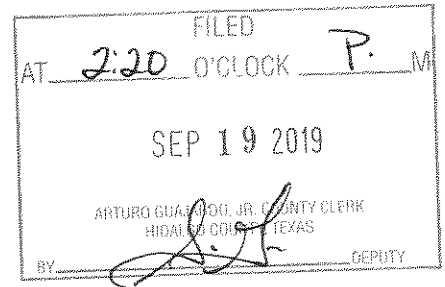
24. Adjourn

12:02

① Fern McClougherty re: article by Judge recess
② Elvira Mendez re: public lighting 11 AM
③ Irma Gonzalez re: public lighting - Pt. 1 \$500K Pt. 2 workshop

① DA's
② Co. Judge
③ Co. Clerk

na A.
na B.



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Amendment to the AGREEMENT is made on this the _____ day of _____, **2019** 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");

Whereas Contractor and County entered into an agreement dated May 16, 2017, in which Contractor agreed to provide professional veterinary services for the **Hidalgo County Sheriff's Office** as described in the Agreement; and

WHEREAS, the Agreement allows the parties to modify or amend the Contract terms by mutual written agreement; and

WHEREAS, County and Contractor now desire to amend the terms of services;

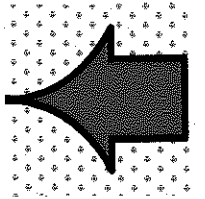
NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following Amendment to the Agreement:

1. Contractor shall be paid for services in accordance with the revised and replaced Exhibit "B". *See attached.*
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. COUNTY and CONTRACTOR ratify and confirm the terms and provisions of the Agreement as amended herein.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2019.

HIDALGO COUNTY, TEXAS

By: Richard F. Cortez
Richard Cortez, County Judge



ATTEST:
COMMISSIONERS' COURT
HIDALGO COUNTY, TEXAS
Arturo Guajardo Jr.
Arturo Guajardo Jr, Hidalgo County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/17/19 ms

**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: Sept. 17, 2019.

EXHIBIT "B"

FEES

"Veterinary Services" Hidalgo County Sheriff's Office

VETERINARY SERVICES/HOURS:

- A. Hours of Operation: 7:30 - 12:00 A.M. to 1:30 - 5:30 P.M.
 B. Hours After/Weekend/Holidays — A.M. to — P.M.
 C. 24-Hour Emergency Service/Care Veterinarian (on call): 956-330-6468
 D. Specific time Technician's Fees will start (specify): after hours

ITEM NO.	DESCRIPTION OF SERVICE	QTY.	PRICE
1	OFFICE VISIT	1	48.25
2	EMERGENCY VISIT	1	120.00
3	ANNUAL VACINATION PARVO/DISTEMPER	1	25.00
4	BORDETELLA VACCINE	1	19.00
5	RATTLE SNAKE VACCINE	1	29.00
6	LEPTO VACCINE	1	Included with yearly examination
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	154.14
10	ANNUAL WELLNESS EXAM	1	46.29
11	WELLNESS SCREEN	1	168.00
12	HEARWORM TEST	1	54.00
13	FECAL EXAMINATION	1	20.00

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

VENDOR/COMPANY NAME: Four Paws Animal Hospital

ADDRESS: 214 Lonquest Blvd.

CITY/STATE/ZIP CODE: Edinburg, TX 78539

E-MAIL ADDRESS: jscdvm@gmail.com

PHONE No.: 956-383-2202-Office 956-776-2288-Cell FAX No.: 956-383-5153

AUTHORIZED SIGNATURE: 

PRINTED NAME: Justin Cerelli

TITLE: President DATE: _____



FOURPAW-01

JCASAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2019

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 Shepard Walton King Insurance Group 121 West Pecan Blvd. Mcallen, TX 78501		CONTACT NAME: Jannet Castaneda PHONE (A/C, No, Ext): (956) 682-2841 4013 FAX (A/C, No): (956) 630-4015 E-MAIL ADDRESS: jcastaneda@swkins.com	
INSURED Dr. Justin Cerelli DVM, PC 214 Conquest Blvd. Edinburg, TX 78539		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Tri-State Insurance Company of Minnesota 31003 INSURER B: Continental Western Insurance Company 10804 INSURER C: Texas Mutual Insurance Company 22945 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:		ADV 4786875-10	10/7/2018	10/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ADV 4786875-10	10/7/2018	10/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CUA4791062-10	10/7/2018	10/7/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A		0001299013	1/1/2019	1/1/2020	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**

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 <i>Shepard Walton King Insurance Group</i>
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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:
2019-532001

Date Filed:
08/22/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Sheriff's Office

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-17-148
veterinary services

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

5 Check only if there is NO Interested Party.

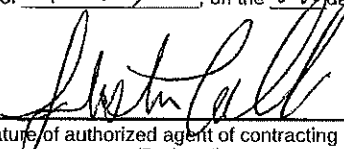
6 UNSWORN DECLARATION

My name is Justin Cerelli, and my date of birth is 06/08/1973.

My address is 214 Conquest (street), Edinburg (city), TX (state), 78539 (zip code), Hidalgo (country).

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

Executed in Hidalgo County, State of Texas, on the 22 day of August, 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:
2019-532001

Date Filed:
08/22/2019

Date Acknowledged:
08/22/2019

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Four Paws Animal Hospital
Edinburg, TX United States

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Hidalgo County Sheriff's Office

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
veterinary services

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

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)



Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Re: Amendment to C-17-148-05--16 - Veterinary Services for K9's - HCSO

1 message

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Fri, Aug 9, 2019 at 9:33 AM

To: Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, "vina, robert" <robert.vina@da.co.hidalgo.tx.us>, "salazar, martha" <martha.salazar@co.hidalgo.tx.us>, "trevino, dina" <dina.trevino@co.hidalgo.tx.us>, "villarreal, rocio" <rocio.villarreal@co.hidalgo.tx.us>

Heidi,

Attached please find the amendment to the agreement. The new Exhibit "B" will need to replace the old one.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@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 josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Thu, Aug 8, 2019 at 6:02 PM Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

Good morning:

The sheriff's office is requesting an update on the amendment for Dr. Cerelli. Please advise if I can be of assistance.

Sincerely,
Heidi

On Mon, Jul 29, 2019 at 11:00 AM Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:
Good morning:

Attached you will find the amendment for the above-referenced project for your review and approval.
Please advise if I can be of assistance.

Sincerely,
Heidi



Purchasing Department

Heidi ♦ Ortiz

Contract Specialist III

heidi.ortiz@co.hidalgo.tx.us

2812 S. Business Hwy 281
Edinburg, TX 78539

Main: 956-318-2626 ext. 4877
Cell: 956-900-4455



Purchasing Department

Heidi ♦ Ortiz

Contract Specialist III

heidi.ortiz@co.hidalgo.tx.us

2812 S. Business Hwy 281
Edinburg, TX 78539

Main: 956-318-2626 ext. 4877
Cell: 956-900-4455

 **Amendment-Four Paws Animal Hosp-HCSO.pdf**
356K



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the **16th** 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-Visis
 - 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 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 Corelli
 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 Corelli
 PRINTED NAME: Justin Corelli
 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).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Cynthia Cabaza, CIC PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </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 :															
INSURED Four Paws Animal Hospital Dr. Justin Cerelli DVM, PC,dba 214 Conquest Blvd. Edinburg, TX 78539															

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	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	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		\$		
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <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
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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

HIDALG1

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

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

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
edenburg, TX United States

Certificate Number:
2017-203349

Date Filed:
05/05/2017

Date Acknowledged:

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

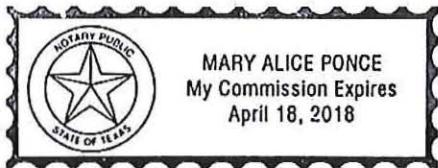
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
c-17-148-00-00
Veterinary services

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 Crelli
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Justin Crelli, 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

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Certificate Number:
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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