

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

VETERINARY SERVICES AGREEMENT
C-22-0162-05-03

THIS AGREEMENT is made on this the **17th** day of **May, 2022** by and between the **COUNTY OF HIDALGO, TEXAS** (“County”) acting by and through the Hidalgo County Sheriff’s Office (“HCSO”), 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 incorporated herein and made part of this agreement for all purposes.

WHEREAS, in recognition of and in consideration of Contractor’s agreement to perform the Services as enumerated hereinafter for the Hidalgo County Sheriff’s Office, the Commissioners Court of County awarded this Contract to Contractor.

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

1. **Services.** 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**”.

2. **License.** Contractor represents that he/she holds a Doctor of Veterinary Medicine (DVM) degree. Contractor represents that he/she is 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 and is qualified to perform and execute the services provided above and more particularly described in **Exhibits “A” and “B”**. Contractor represents that he/she has prior experience handling and treating patrol trained law enforcement dogs for all services (as needed). Contractor, technician(s) 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. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the County and HCSO of such suspension or revocation.

3. **Term.** This Contract shall be for a period of **three (3) years**, commencing, **May 17, 2022**, expiring, **May 16, 2025**, 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. **Consideration.** 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. **Independent Contractor.** 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. **Termination.** 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. **Insurance.** Contractor agrees to provide liability insurance covering his/her 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. **Assignment.** Contractor may not assign the obligations or rights under this Contract to any person without prior written consent of County.

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

If to County: County of Hidalgo, Texas
Attn: Richard F. Cortez, County Judge
100 East Cano
Second Floor
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. **Provisions.** 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. **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 and/or as otherwise provided to the County 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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

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.

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

27. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal

Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. If applicable, the required contract clauses are incorporated herein and made part of this agreement for all purposes.

Signature Page to follow

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 3, 2022.

Agenda Item No. _____

Executive Office: _____

VENDOR:
FOUR PAWS ANIMAL HOSPITAL

COUNTY:
COUNTY OF HIDALGO

Dr. Justin Cerelli, Owner/President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Exhibit A: "Specifications/Requirements"

Exhibit B: "Fees"

Exhibit C: "Insurances"

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

“Veterinary Services”
Hidalgo County Sheriff’s Office

Veterinarian Medical Facility must be able to provide/conduct and/or maintain the capability to provide/conduct the following services:

1. Non-Emergency and Emergency Office Visits
2. Annual Wellness Exams for general health maintenance/ Wellness Screenings
3. Blood and lab work to include complete blood counts (CBC)
4. X-ray services.
5. Yearly vaccinations required by the Texas Health and Safety Code for dogs.
6. Fecal examinations for intestinal parasites.
7. Heartworm examinations.
8. Administer rattlesnake vaccinations and other vaccinations as needed.
9. Maintain capability to provide advanced cardiac life support. (In addition to basic circulation, airway and breathing, this is inclusive of administration of emergency drug therapy such as adrenaline, amiodarone, lidocaine, atropine etc., and cardiorespiratory monitoring).
10. House and board dogs.
11. Provide the following vaccines:
 - Rabies
 - Distemper
 - Lepto
 - Bordetella
 - Parvo-virus
 - Influenza
 - Rattlesnake
 - Pro-heart for heartworms (Or equivalent vaccine)
12. Laser Therapy for Arthritic or minor orthoscopic or spinal injury.
13. Provide hospitalization services.
14. Must have the capability to conduct/perform emergency/non-emergency surgeries for the following:
 - Bloat or GDV
 - Ruptured Spleen
 - Internal Trauma
 - Tension Pneumothorax
 - Administer, monitor and maintain anesthesia during surgery
 - Monitor and board canines recovering from surgery

15. Dental cleaning and emergency dental extraction procedures.
16. Provide ultrasound imaging.
17. Must be able to provide the following medications or medications equivalent to the following:
 - Nexgard
 - Proheart
 - Heartgard
 - Tri-fexis
 - Simparica
 - Prescribe medically necessary medications and/or treatments not specified herein, on an as needed basis
18. Veterinarians must hold a Veterinary Medicine (DVM) degree and any and all appropriate licensure. Preference is given to Veterinarian with prior experience handling and treating patrol trained law enforcement dogs for all services (as needed).
19. Must be able to respond to regular, non-emergency phone calls within fifteen (15) minutes and shall be immediately available by phone for emergency phone calls. Additionally, must be able to give priority to all Hidalgo County Sheriff Canine Unit visits.
20. Have sufficient number of trained and licensed technicians and/or staff to provide and respond to injury caused by trauma, including but not limited to advanced cardiac life support.
21. Maintain all records for each Police Dog on behalf of the Sheriff Canine Unit and be able to maintain a complete veterinary history for each Police Service Dogs including treatments, evaluation and prescriptions. Veterinary records shall stay at the veterinarian facility but will be accessible to Hidalgo County Sheriff's Department. Must be able to maintain all records from specialist services for each Police Dog. Veterinarian will explain its policies regarding release of such records to HCSO at the end of the contract term.

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: _____ A.M. to _____ P.M.
- B. Hours After/Weekend/Holidays _____ A.M. to _____ P.M.
- C. 24-Hour Emergency Service/Care Veterinarian (on call): _____
- D. Specific time Technician's Fees will start (specify): _____
- E. Please specify if any of the vaccines are part of the annual vaccination regimen in No. 4.

ITEM NO.	DESCRIPTION OF SERVICE	QTY.	PRICE
1	OFFICE VISIT	1	
2	EMERGENCY VISIT	1	
3	HOUSING FOR OVERNIGHT STAY FOR ONE DOG	Per night	
4	ANNUAL VACINATION PARVO/DISTEMPER	1	
5	BORDETELLA VACCINE	1	
6	RATTLE SNAKE VACCINE	1	
7	LEPTO VACCINE	1	
8	RABIES VACCINE	1	
9	INFLUENZA VACCINE	1	
10	PROHEART (OR EQUIVELENT) VACCINE FOR HEARTWORMS	1	
11	HEARTGARD 51-100 LBS. (6-MOS) PRO-HEART	1 Box	
12	FRONTLINE 45-88 LBS. (6-MOS) NEXGARD	1 Box	
13	TRI-FEXIS	1 Box	
14	SIMPARICA	1 Box	
15	ANNUAL WELLNESS EXAM	1	
16	WELLNESS SCREEN	1	
17	HEARWORM TEST	1	
18	FECAL EXAMINATION	1	

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

VENDOR/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

E-MAIL ADDRESS: _____

PHONE No.: _____ FAX No.: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

**EXHIBIT “C”
INSURANCE**