



**MEMORANDUM OF AGREEMENT BETWEEN
TEXAS ANIMAL HEALTH COMMISSION
AND**

Clay County Sheriff's Office

This MEMORANDUM OF AGREEMENT ("MOA") or ("Agreement") is entered into by and between the Texas Animal Health Commission (TAHC) and the _____ pursuant to the authority granted by and in compliance with the provisions of Texas Government Code Chapter 791.

SECTION I PARTIES TO THE MOA

Performing Agency: Clay County Sheriff's Office (CCSO)
Receiving Agency: **Texas Animal Health Commission**

SECTION II BACKGROUND AND PURPOSE

TAHC has sought the assistance and cooperation of CCSO "Law Enforcement Agency" to provide TAHC inspectors with security services through the presence of marked patrol vehicles and uniformed law enforcement officers during livestock shipment inspections operations at high non-compliance locations.

Pursuant to Texas Agriculture Code § 161.048 and Texas Administrative Code § 51.6, the TAHC has the authority to stop and inspect vehicles entering or moving through this state to determine if they meet the entry requirements, and/or movement requirements.

TAHC does not have the law enforcement presence on the highways required to implement a livestock shipment inspection operation and to facilitate inspection of vehicles. In addition, the presence of law enforcement personnel and vehicles will improve the safety of TAHC staff working at the inspection locations.

SECTION III STATEMENT OF SERVICES TO BE PERFORMED

- A. Law Enforcement Agency will perform the following services:
1. Law Enforcement Agency will provide security for livestock shipment inspections operations by scheduling a uniformed law enforcement officer to be present continuously for the duration of each scheduled operation in high



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non-compliance areas.

2. Law Enforcement Agency will pursue, pull over, and return-to-site all drivers transporting livestock, both full and empty trailers, that fail to stop at designated inspection sites.
 3. Law Enforcement Agency may, at its discretion, rotate law enforcement officers during an operation.
 4. Scheduling will be coordinated by authorized Law Enforcement Agency staff and TAHC staff.
 5. As part of this agreement, the following documents must be submitted by the Law Enforcement Agency prior to services being commenced:
 - a. AP-152 form
 - b. 147-C IRS Form (this form is only required if your agency has not previously done business with the State of Texas)
 - c. Direct Deposit form (this form is optional)
- B. TAHC will perform the following services:
1. The TAHC will schedule, with Law Enforcement Agency's agreement, 12-hour or shorter livestock shipment inspection operations at agreed upon locations, beginning on the agreement's effective date, as needed. The number of operations is subject to available funds under this agreement. Locations and dates may be subject to change should scheduling conflicts arise; provided, however, that the TAHC will coordinate new locations and dates with Law Enforcement Agency.
 2. The TAHC will provide equipment and supplies needed to conduct the livestock shipment inspection operations.
 3. A designated TAHC inspector will be on-site for all livestock shipment inspection operations and will serve as the official timekeeper.

SECTION IV AGREEMENT AMOUNT AND BASIS FOR CALCULATING COSTS

TAHC will reimburse Law Enforcement Agency based upon hourly rate of \$35 per



hour per law enforcement officer. Invoices are due within 30 days Invoices are due within 30 days of the completion of each shift. In accordance with the prompt payment law, TAHC will remit payment to Law Enforcement Agency on or before the 30th calendar day after TAHC's receipt of a correct invoice.

The total amount of this agreement will not exceed \$10,000 during the term of the agreement.

SECTION V TERM OF AGREEMENT AND AMENDMENTS

This agreement is effective upon the date it is fully executed and will terminate on August 31, 2025, or upon written request of either party with 30 calendar days' advance written notice, whichever occurs earlier. This agreement may only be amended or extended by mutual written agreement of the parties.

SECTION VI NOTICE

The respective parties will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to Law Enforcement Agency: _____

Sidney "Kirk" Horton Sheriff
Clay County Sheriff's Office
215 West Gilbert
Henrietta, Texas 76365

If to TAHC: Clint Sturrock
P.O. Box 12966
Austin, TX 78711
Clint.Sturrock@tahc.texas.gov
Phone: (936) 727-0047

SECTION VII CERTIFICATIONS

- A. The services or resources specified in this agreement are necessary and authorized for activities that are properly within the statutory functions and programs for each party;
- B. The proposed arrangements serve the interest of efficient and economical administration of state government; and



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- C. The services or resources agreed upon are not required by Article XVI, Section 21 of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

The undersigned signatories have full authority to enter into the Agreement on behalf of the respective parties.

Texas Animal Health Commission

Law Enforcement Agency

Date: _____

Date: _____