

STATE OF TEXAS §
 §
COUNTY OF WEBB §

LAW ENFORCEMENT CONTRACT

This contract is made and entered into by and between the COUNTY OF WEBB (COUNTY), a political subdivision of Texas, and Ruben Garza, Jr. ("CONTRACTOR")

WITNESSETH

1. **Scope of Service.** CONTRACTOR shall provide the Webb County Sheriff's Office with specialized training for law enforcement personnel, provide support with ongoing and future investigations, provide recommendations on where and how to reduce the number of potentially infected livestock if any are discovered, and serve as an advisor/liaison with federal, state, and local law enforcement authorities in, provide reports, documentation and photographs with applicable that demonstrate Equine Infectious Anemia ("EIA") which include recommendations concerning enforcement procedures, investigations, and cases affecting Webb County and any other matters that pertain to the mission and goals of the Webb County Sheriff's Office as directed and approved by the Webb County Sheriff ("SHERIFF").

This agreement is for the professional services as a advisor/liaison for the detection and enforcement of Texas Agricultural Code Chapter 161 and Texas Administrative Code Title 4 Part 2 Chapter 49 which addresses a deadly virus that infects livestock known as Equine Infectious Anemia (EIA).

2. **Performance.** For the performance of the work by CONTRACTOR, the COUNTY agrees to pay CONTRACTOR for all services approved by the SHERIFF, for a sum not to exceed \$9,000.00. Said payments shall be made in monthly increments in an amount of one thousand five hundred dollars (\$1,500.00) per month after services have been rendered and an invoice delivered to the Webb County Business Office at apinvoices@webbcountytx.gov. CONTRACTOR acknowledges that by law the COUNTY may not issue payment to or offset amounts due to CONTRACTOR under this contract against any debt (including taxes) lawfully due to COUNTY from CONTRACTOR. CONTRACTOR'S debts owed to the COUNTY in any form must be paid and not delinquent in order for the COUNTY to issue payment for services.
3. **Term.** The term of this contract shall be effective February 1, 2020 through July 31, 2020. The work is to be completed for the COUNTY as specified in a written order to proceed from the SHERIFF.

4. **Compensation.** Compensation to the CONTRACTOR (Ruben Garza, Jr.) will be on a monthly basis at the satisfactory completion of that month's activity. The contract work shall be on a fixed-price contract basis, not to exceed \$9,000.00; paid on a monthly basis at \$1,500.00 per month.

Billing/Invoicing. At the end of each month, work performed will be outlined in an invoice stating the month being billed and a general description of all work performed for that month. The CONTRACTOR will not be required to detail any sensitive law enforcement data that may jeopardize any ongoing or potential investigations which CONTRACTOR is working and any billed work must be approved by the SHERIFF prior to payment.

Non-Appropriations. COUNTY warrants that it will have funds available to pay all payments until the end of your contract, and shall use our best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your term. If our appropriations request to our legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this contract on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation evidencing the Governing Body's denial of an appropriation sufficient to continue the contract for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this contract incurred through the end of the fiscal period for which funds have been appropriated including the return of any equipment.

5. **Termination.** The SHERIFF may terminate the performance of this contract in whole or in part with a ten (10) day advance written notice to CONTRACTOR. COUNTY agrees to pay CONTRACTOR for all services approved by the SHERIFF that were completed prior to the effective date of such notice.
6. **Indemnification.** CONTRACTOR agrees to defend, indemnify and hold COUNTY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, associates, employees or sub-contractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the CONTRACTOR and COUNTY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the COUNTY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this

paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.


7. **Jurisdiction/Venue.** This contract is made subject to the laws of Texas and authority of the WEBB COUNTY, TEXAS, as amended, and all applicable Constitutional provisions of the State of Texas. This contract is performable in Webb County, Texas, and venue for any legal action under this contract shall lie exclusively in Webb County, Texas. In construing this contract, the laws and court decisions of the State of Texas shall control.
8. **Work Product Waiver.** All of CONTRACTOR's work product under this contract shall become the property of the COUNTY, without restriction on future use. Copies may be retained by CONTRACTOR. By execution of this contract and in consideration of the fee for services to be paid under the contract, CONTRACTOR hereby conveys, transfers and assigns to COUNTY all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the training materials and other agreed deliverables developed under this contract. CONTRACTOR shall retain all records relating to this contract for three (3) years following termination, during which time COUNTY reserves the right to audit such records at its election.

Independent Contractor. In performing services under this contract, the relationship between County and CONTRACTOR is that of an independent contractor. CONTRACTOR shall exercise independent judgment in performing duties under this contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be prepared. No term or provision of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of COUNTY, or making CONTRACTOR or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides its employees.

9. This contract consists of sections 1-9. It constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by COUNTY as described in Section 4.

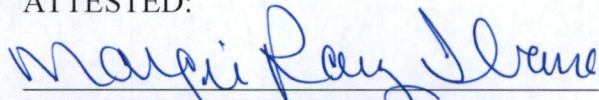
WEBB COUNTY, TEXAS

By 
TANO TIJERINA
WEBB COUNTY JUDGE

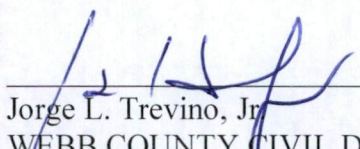

Mr. Ruben Garza, Jr.
Independent Contractor



ATTESTED:


MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK
APPROVED AS TO FORM:

DATE


Jorge L. Trevino, Jr.
WEBB COUNTY CIVIL DIVISION
ATTORNEY*

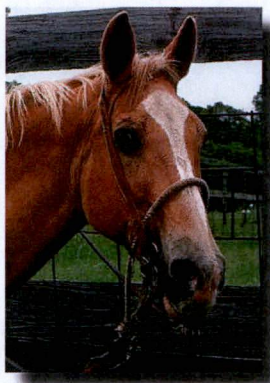
*By law, the Webb County Civil Division Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



Equine Infectious Anemia

What is Equine Infectious Anemia (EIA)?

Equine infectious anemia (EIA) is an incurable, infectious disease caused by a virus that can affect horses, donkeys, asses and other equine. This virus destroys red blood cells and is spread through blood-to-blood contact, not through close proximity or casual contact. The virus can be transmitted from an infected equine to a "clean" equine by biting flies, the use of unsterilized or contaminated medical instruments, or through a blood transfusion. This disease does not affect humans.



Depending on the equine animal's disease resistance, the virus' ability to cause disease and stress factors, EIA can appear in one of three forms:

- Acute
- Chronic
- Inapparent

Acute

An equine responding acutely may develop fever, go off feed or die suddenly. Acute responses generally occur seven to 30 days after initial exposure to the virus. The animal may test negative for EIA for 16 to 42 days because its immune system has not yet produced detectable antibodies.

Chronic

Chronically infected equine test positive and may develop symptoms, such as weight loss, weakness, anemia and swelling of the lower legs, chest and abdomen. Symptoms subside, but may reoccur.

Inapparent

Inapparent infected equine show no outward symptoms, but test positive for the disease. These animals pose the greatest danger of spreading EIA because they show no outward signs of disease creating a risk for unsuspecting equine owners.

Texas Law

Since September 1, 1999, the 76th Texas Legislature's House Bill 1732 has been in effect. This bill created the EIA program in Texas

This Texas law requires that ALL equine animals, except zebras, eight months of age or older have a negative EIA test within the previous 12 months before undergoing any change-of-ownership with the exemptions listed separately. TAHC regulations **DO** require zebras entering Texas to have had a negative EIA test within the previous 12 months and a Certificate of Veterinary Inspection (CVI) also known as a health certificate, issued within the past 30 days unless they are moving between approved zoos. All zebras, including those from Texas, must have had a negative EIA test within the previous 12 months, when entering shows, fairs, exhibitions or other assemblies.

Failure to comply with the law is a Class "C" misdemeanor. The Texas Animal Health Commission's (TAHC) regulations also were amended to coincide with this law.

Exempt from the change-of-ownership testing requirement:

- Nursing foals, transferred with their dam, if the dam has tested negative for EIA within the previous 12 months
- Equine less than eight months old

Q: Can untested equine be tested at a market?

A: Yes, but call the market before you haul. The United States Department of Agriculture (USDA) has specific guidelines for "off-site" EIA labs at sale facilities. Some markets may not have an approved EIA laboratory on-site. EIA test results may be available in only a few hours.

If the market does not have a laboratory, an accredited veterinarian can draw a blood sample from the animal and send it to any of Texas' many USDA-approved laboratories. Results are generally available in three to five days.

Q: What if my equine tests positive?

A: You may opt to have the equine animal retested by requesting a retest in writing. At that time, another blood sample will be drawn by state/federal personnel only and sent to the State-Federal Laboratory for confirmatory testing.

If the positive results were revealed at the livestock market or at another site away from the premise of origin, you must take your equine home under quarantine and under a restricted

Continued on next page

movement permit, called a USDA form VS 1-27. The VS 1-27 may be issued by an accredited veterinarian or authorized state and federal personnel. All equine on the premise with the positive animal will be initially restricted.

If the confirmatory test is positive, equine shall be identified with a "74-A" freeze or fire-brand on the upper left shoulder or neck within 10 days unless the animal is euthanized. (See picture of 74-A brand on the next page)

Infected equine animals may only move otherwise to an approved diagnostic or research facility, or be returned to the premise of origin.

Q: What about an EIA quarantine? What's needed for quarantine release?

A: All equine animals that shared the premise with, or were otherwise exposed to the EIA-infected equine, will be placed under quarantine and must be tested for EIA. TAHC personnel may draw the blood sample and send it to the State-Federal Laboratory at no charge, or an accredited veterinarian may draw the sample at the owner's expense.

TAHC personnel will conduct an epidemiological investigation to determine the equine's movement history, when they have commingled with other equine animals, insect control measures, and other information relating to the spread of the disease.

Quarantine release depends on two factors:

1. The last infected equine on the premise must be moved from the site under a TAHC-issued VS 1-27 permit to one of the restricted destinations previously discussed, or euthanized by the owner's veterinarian.
2. At least 60 days after last exposure to the infected animal(s), the equine remaining on the premise must be retested. If all tests are negative, the TAHC will release the quarantine.

Q: Can I keep my equine if it tested positive for EIA?

A: Because an infected equine is considered to be the only reservoir of this disease, it is best to remove the animal from the equine population. If it must be kept, the animal is to be permanently quarantined at least 200 yards from other equine. All other equine on the premise will also remain under quarantine until the infected animal is isolated or they are tested negative 60 days after removal. A quarterly inspection of the quarantined premises will be performed by the TAHC for as long as the infected equine remains on the premise to ensure the animal has not left or commingled with other equine.

Q: What do we need for Texas shows, fairs, trail rides, rodeos or any other equine-related assemblies held within the state?

A: Texas equine participating in Texas events must have a negative EIA test, performed by a private practitioner, within the past 12 months. The EIA test document completed by a vet is called a VS 10-11 and is official proof of testing. Horse owners should keep this document handy when traveling with the horse.

Q: Who is responsible for ensuring that equine animals participating in events have been tested and are accompanied by an EIA document?

A: The person or group in charge of the event is responsible for

ensuring that all equine animals are accompanied with a valid VS 10-11 EIA test document. The person and/or persons responsible for checking the VS 10-11 test document should look for the test date and the animal's description and compare it to the equine animal being hauled. Boarding facilities, training stables and pastures must ensure that all equine have a valid negative test.

Q: What is an Equine Passport?

A: Equine may enter Texas and move within the state on an equine passport or ID card, in lieu of a CVI (health certificate). The passport is valid for 6 months and eliminates the need for a new health certificate every 30 days.

The negative test chart (VS 10-11) must be presented with the passport, when requested. The passport is not valid, however, for entry into Texas pari-mutuel race tracks.

Q: What if an untested equine is presented at an event or the VS 10-11 doesn't match the animal?

A: TAHC regulations prohibit the entry of untested equine at events, as it could jeopardize the health of all equine at the event. Keep untested equine at least 200 yards from the event or have the owner take the animal back to its premise of origin until it is tested.

Q: What do I need to do if I am boarding my horse at a stable?

A: Ensure that your horse has a negative 12 month test current at all times, and also inquire to management to ensure all other horses in the facility are also tested negative, and the stable has a process in place to ensure that.

Information provided by the
Texas Animal Health Commission
P.O. Box 12966-2966
Austin, TX 78711
800-550-8242

