

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** May 21, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Terry K. Kebschull, Animal Services Director (915) 212-8742

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8 - Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

That the Mayor be authorized to sign an Intergovernmental Support Agreement ("ISGA") between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

This is an Intergovernmental Support Agreement (IGSA) between Fort Bliss and the City of El Paso to receive, at El Paso Animal Services, each animal that Fort Bliss delivers to the shelter via the Fort Bliss Animal Control Contractor or verified residents of Fort Bliss. The term of this agreement is 10 years.

**PRIOR COUNCIL ACTION:**

A previous agreement was approved in January 2017.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES    NO**

**PRIMARY DEPARTMENT:** Animal Services

**SECONDARY DEPARTMENT:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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Terry K. Kebschull, Animal Services Director

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Intergovernmental Support Agreement (“IGSA”) between the City of El Paso and the United States to provide animal control services by and through its Department of Animal Services to Fort Bliss in the City of El Paso, El Paso County, Texas.

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

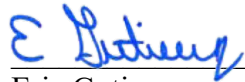
### THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Lesser  
Mayor

### ATTEST:

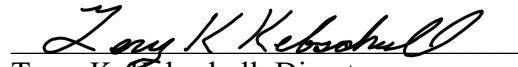
\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:



Eric Gutierrez  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:



Terry K. Kebschull, Director  
Department of Animal Services

FY 2024 Schedule C  
Departmental Fee List

Line No.	Department	Fee Description	Detail	FY 2024 Adopted Fees
924	Environmental Services	Disposal	Landfill Fees (Materials Requiring Special Handling)	\$90.00 per ton, pro-rated, for dead animals with a total weight greater than 100 lbs. Small dead animals with a total weight less than 100 lbs. will be charged the standard landfill rate.
925	Environmental Services	Disposal	Billing Fee for Landfill Charge Accounts	\$25.00 per month
926	Environmental Services	Disposal	Disposal Fee (Waste Tires)	Small or Medium tires (19.5 inches or less) \$3.00, Large Tires (greater than 19.5 inches but less than 24 inches) \$10.00, tires greater than 24 inches will be charged a rate of \$200.00/ton. Rim Removal Fee - Small or Medium tires \$5.00, Rim Removal Fee - Large Tires \$15.00.
927	Environmental Services	Disposal	Disposal Fee (Mattresses)	\$20.00 per Mattress disposed of at a City Landfill or other authorized facility
928	Environmental Services	Disposal	Prohibited Waste	\$25.00 surcharge plus applicable disposal and administrative costs.
929	Environmental Services	Disposal	Transfer Fee	\$30.00 per ton, prorated, with a minimum fee of \$20.00
930	Environmental Services	Disposal	Sale of Mulch/Compost	City Departments - Free, El Paso Solid Waste Residential Customers - Free at CCS or Landfill; Commercial Customers - Free at Landfill; Commercial Customers within City limits - \$15.00 cy if delivered by ESD.
931	Environmental Services	Disposal	Sale of Safety Vest	\$10.00 each
932	Environmental Services	Disposal	RFID (Automated Scale) Tag	\$25.00 each
933	Environmental Services	Other	Container Replacement Fee	\$55.00 per Container
934	Environmental Services	Other	Service Charge (delivery or removal of container)	\$25.00 per Event
935	Environmental Services	Other	Un Authorized Solid Waste Container Removal Fee	\$25.00 per Event
936	Environmental Services	Other	Missed Collection Fee	\$15.00 for pick up
937	Environmental Services	Administrative Fee	Lien Preparation Fee( Environmental Services)	\$75.00 charge for administrative costs related to the preparation of property liens
938	Environmental Services	Shopping Cart Recovery	Shopping Cart Recovery Fee	\$50.00 per Cart impounded by City
939	Environmental Services	Construction or Demolition	Manifest Fee	\$5.00 per manifest; No fee for City - funded projects
940	Environmental Services	Services	Environmental Fee (Residential)	\$5.00 per Residential Living Unit
941	Environmental Services	Services	Environmental Fee (Commercial)	\$20.00 per Commercial Establishment
942	Environmental Services	<b>Environmental General-Facilities</b>		
943	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Per Container	\$2.00 Per Month, Per approved container
944	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Quarterly	\$2,000.00/ Per Year
945	Environmental Services	Franchise Fee	Franchise Fee	\$6.00
946	Animal Services	<b>Animal Services</b>		
947	Animal Services	Adoption Fee - includes age-appropriate vaccinations, license, microchip and sterilization.		Each adoption from no charge to \$110.00
948	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term-Suspension Or Revocation	Permit Yearly Renewal	\$60.00 plus applicable tech fee
949	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term-Suspension Or Revocation	Re-Inspection and/or Amending Permit	\$45.00 plus applicable tech fee
950	Animal Services	Fowl and Rabbits (6 or more)-Restrictions-Permit Requirements	Permit Yearly Renewal	\$60.00 plus applicable tech fee
951	Animal Services	Fowl and Rabbits (6 or more)-Restrictions-Permit Requirements	Re-Inspection and/or Amending Permit	\$45.00 plus applicable tech fee
952	Animal Services	Microchip Fees	Initial Issuance	from no charge to \$15.00
953	Animal Services	Shelter Services	Animal Rabies Vaccination	from no charge to \$9.00
954	Animal Services	Parasite Treatment and/or Control	Parasite Treatment and/or Control	\$10.00
955	Animal Services	Disposal of Dead Animals	Disposal of owned dead animals brought to shelter, less than 100 lbs.	\$16.00
956	Animal Services	Euthanasia of Animals	Euthanasia of animals brought to the shelter, less than 100 lbs.	\$25.00
957	Animal Services	Boarding and Kennel Permit	Boarding kennel permit	\$110.00 plus applicable tech fee
958	Animal Services	Pick up or Delivery of Animals to Owners	Pick up/delivery of live, owned animals for quarantine or return-to-owner purposes	from no charge to \$45.00
959	Animal Services	Buying And Selling	Shows And Exhibition	\$110.00 plus applicable tech fee
960	Animal Services	Buying And Selling	Grooming	\$110.00 plus applicable tech fee
961	Animal Services	Buying And Selling	Kennel	\$110.00 plus applicable tech fee
962	Animal Services	Buying And Selling	Animal Establishment	\$200.00 plus applicable tech fee
963	Animal Services	Registration	Application Initial Issuance or Renewal	\$12.50
964	Animal Services	Registration	Replacement Registration and/or Tag	\$5.00 - Altered Pets \$15.00 - Intact pets
965	Animal Services	Registration	Registration Transfer	\$12.50
966	Animal Services	Fees-Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each	from no charge to \$60.00 plus applicable tech fee

FY 2024 Schedule C  
Departmental Fee List

Line No.	Department	Fee Description	Detail	FY 2024 Adopted Fees
967	Animal Services	Fees-Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	from no charge to \$60.00 plus applicable tech fee
968	Animal Services	Fees-Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	from no charge to \$85.00 plus applicable tech fee
969	Animal Services	Fees-Impoundment	CLASS D: Exotic Animals: Requiring Capture by Division Personnel	from no charge to \$85.00 plus applicable tech fee
970	Animal Services	Fees-Impoundment	Class D: Exotic Animals, Already Contained	from no charge to \$55.00
971	Animal Services	Handling Fee	Daily Fee Class A	from no charge to \$18.00
972	Animal Services	Handling Fee	Daily Fee Class B	from no charge to \$23.00
973	Animal Services	Handling Fee	Daily Fee Class C	from no charge to \$23.00
974	Animal Services	Handling Fee	Daily Fee Class D	from no charge to \$23.00
975	Animal Services	Shelter Services	Animal Trap Replacement Fee - Small	\$60.00
976	Animal Services	Shelter Services	Animal Trap Replacement Fee - Large	\$110.00
977	Animal Services	Shelter Services	Impound Fee Dog or Cat-Repeat Offender within one (1) year	from no charge to \$25.00 per event
978	Animal Services	Animal Litter Permit	Per litter	\$50.00 plus applicable tech fee
979	Animal Services	Breeding	Breeder's Permit	\$100.00 plus applicable tech fee
980	Animal Services	Shelter Services	Vet Assessment for Quarantine and/or Criminal Case	from no charge to \$50.00 per animal per assessment
981	Animal Services	Shelter Services	Animal Transportation Fee	Fee for packaging and transporting to lab for testing: \$100
982	Animal Services	Shelter Services	Animal Storage Fee for Remains	Fee to store animal properly prior to cremation, or to hold for burial pending results of the rabies exam: \$25.00
983	Animal Services	Shelter Services	Animal Vaccinations and Tests	DHLPP (dog) from no charge to \$9.00
984	Animal Services	Shelter Services	Animal Vaccinations and Tests	FVRCP (cat) from no charge to \$9.00
985	Animal Services	Shelter Services	Animal Vaccinations and Tests	Bordetella (dog) from no charge to \$10.00
986	Animal Services	Shelter Services	Animal Vaccinations and Tests	FELV (cat) from no charge \$15.00
987	Animal Services	Shelter Services	Animal Vaccinations and Tests	Ringworm test (cat) from no charge to \$25.00
988	Animal Services	Shelter Services	Animal Vaccinations and Tests	Heartworm test (dog) from no charge to \$25.00
989	Animal Services	Shelter Services	Animal Vaccinations and Tests	Parvo test (dog) from no charge to \$25.00
990	Animal Services	Fees-Impoundment	Impoundment of animals in unincorporated areas of County	\$55.00
991	Animal Services	Shelter Services	Pet Aids (leash, cat carrier, other)	from no charge to \$5.00
992	Animal Services	Shelter Services	Spay/Neuter Fees - Cats/Dogs	Cat Neuter \$0-\$30.00, Cat Spay \$0-\$50.00, Dog Neuter (under 40 pounds) \$0-\$65.00, Dog Neuter (40 - 70 pounds) \$0-\$85.00, Dog Spay (under 40 pounds) \$0- \$85.00, Dog Spay (40 - 70 pounds) \$0-\$100.00
993	Animal Services	EP County Spay/Neuter Voucher Program	Spay/Neuter Fees - Cats/Dogs	Cat Spay/Neuter \$0 - \$35.00, Dog Spay/Neuter \$0 - \$60.00 Per Legal, this is in the County's Agreements
994	Animal Services	Registration	Dangerous Dog Registration	\$50.00
995	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each	\$60.00
996	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	\$60.00
997	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	\$85.00
998	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel	\$85.00
999	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18.00 per day
1000	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23.00 per day
1001	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23.00 per day
1002	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23.00 per day
1003	Animal Services	Municipal Contract Fees - Quarantine		\$18.00 per day
1004	Animal Services	Grooming re-inspection fee		\$50.00
1005	Animal Services	Grooming Shop Application fee-\$110		\$110.00
1006	Animal Services	Groomer License fee-\$25		\$25.00
1007	Animal Services	Groomer License replacement fee-\$5	Replacement Fee	\$5.00
1008	Parks and Recreation	Recreation Centers	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hour of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1009	Parks and Recreation	<b>Valle Bajo Recreation Center</b>		
1010	Parks and Recreation	Gym Full Court (per hour)		\$45.00 / \$36.00 / \$180.00 / \$56.00
1011	Parks and Recreation	Gym Half Court (per hour)		\$23.00 / \$18.00 / \$92.00 / \$29.00
1012	Parks and Recreation	Gym Full Court (per hour)-Prime Time		\$55.00 / \$44.00 / \$220.00 / \$69.00
1013	Parks and Recreation	Gym Half Court (per hour)-Prime Time		\$28.00 / \$22.00 / \$112.00 / \$35.00

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)  
BETWEEN THE  
UNITED STATES  
AND  
THE CITY OF EL PASO, TEXAS  
ANIMAL CONTROL SERVICES AT THE CITY'S ANIMAL SHELTER  
IGSA NUMBER (W6CLAA-IGSA-A60RA-23-0001)

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and the City of El Paso, Texas (the "City") and is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Fort Bliss Garrison Commander (hereafter "GC") to execute agreements on behalf of the United States.

1. **PURPOSE:** The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the City, the prices to be paid by the United States, and the appropriate reimbursement and other procedures.

The City shall perform the installation support services as stated in this IGSA. The term "installation support services" means those services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

The United States has no location to house animals that it retrieves on Fort Bliss installation property and is therefore interested in providing for animal control services for the installation. The City desires to provide these animal control services and is qualified to do so through its Department of Animal Services, considering all services provided align with its mission, vision, and goals. This Agreement for animal control services is necessary for the mutual advancement of the health and general welfare of the citizens of both Parties.

The United States acknowledges that the City's stated goal for the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") is to reach a no-kill status equivalent to a 90% live release rate. In order to achieve this goal, the United States shall allow the City to disseminate information to the Fort Bliss community

regarding the City's animal welfare program as part of the City's public/community relations effort.

**2. SUMMARY OF SERVICES AND PRICE:** The City shall perform the following animal control services by and through its Department of Animal Services:

2.1. The City may receive at the Shelter each animal that the United States delivers to the shelter via the United States Animal Control Contractor or verified residents of Fort Bliss. The City may board each animal that the United States delivers via the Contractor to the Shelter, whether it be in order to reunite the animal with its owner, quarantine, maintain evidence for a legal proceeding, facilitate fostering/adoption, euthanize and dispose of the animal, or return the animal to the United States for further disposition by a third-party veterinarian.

2.2. The United States Animal Control Contractor shall capture animals and maintain animal capture logs with details of time, location, color, breed, sex, and microchip of animal picked up to the best of their abilities. Efforts will be made to return the animal to its owner utilizing information from tags, microchips, and canvassing the neighborhood prior to delivering the animal to the City. If an animal is captured after designated drop-off hours, the United States Animal Control Contractor shall kennel and care for the animal until the next designated drop-off time or when the Shelter is available to receive animals. Upon turning over animals to the Shelter, the United States Animal Control Contractor shall verify and update their records with animal descriptions, day of turn in (if next day, must make note in remarks), and who from the Shelter was there to take the animal. The Shelter shall maintain and update impoundment records for all animals received from the United States Contractor with the name of the person making drop off, date, time, breed or description, color, sex, and microchip information.

2.3. If animal is microchipped or the animal's owner is otherwise identifiable, the Shelter shall update impoundment records providing animal owner's name, address, and phone number if available. Shelter shall notify animal's owner. If unsuccessful attempts are made to contact animal's owner, Shelter shall note on impoundment record the dates and times and methods of attempted contact.

2.4. Animals that are not microchipped or the animal's owner is not identifiable may be processed subject to the following criteria:

a.) Dogs: Accepted for impound at the Shelter, whether healthy, sick or injured.

b.) Cats: Only sick or injured accepted for impound at the Shelter. Army Policy prohibits release of stray animals back to the environment from where they were captured and the United States' participation in the City Shelter Community Cat program (Trap, Neuter, Release) is not feasible nor permitted. Thus, healthy cats not accepted at the Shelter will remain in the United States Animal Control Contractor's custody for further disposition by a third-party veterinarian or pet adoption organization.

2.5. Unless an animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

2.6. If the Shelter is able to successfully contact the animal's owner and/or the animal is reclaimed, the animal's owner will be responsible for all Shelter services provided. The services provided for animals delivered to the shelter may include, but are not limited to the below as follows:

a.) Dogs: microchip, up to date rabies, distemper, hepatitis, parainfluenza, and parvovirus (DHPP) vaccines, heartworm test, current heartworm preventative, fecal exam for intestinal parasites.

b.) Cats: microchip, up to date rabies, rhinotracheitis, calicivirus, and panleukopenia (FVRCP) vaccines, outdoor cats up to date on feline leukemia (FeLV) vaccine, exam for intestinal parasites.

c.) All costs, fees, and expenses related to animals reclaimed by their original owners shall not be charged to the United States. All such fees, expenses, and costs shall be handled and recouped (paid) between the City and animal owner, and in no event shall the United States be charged or responsible for fees, costs, and expenses related to animals recovered by their original owners.

2.7. Fees charged to the United States will be in accordance with the current attached Schedule C, City of El Paso Departmental Fee List (Line Numbers 953-1000) which will be renewed annually with current/updated prices. The following minimum fees apply until the Schedule C fees are updated to meet or exceed the minimum fees:

a.) Impound fee of One Hundred and Ten and No/100 Dollars (\$110.00) and a daily handling fee of Twenty-Seven and No/100 Dollars (\$27.00) for each dog or cat retrieved from Fort Bliss and delivered to the Shelter pursuant to Subsection 2.1 of this Agreement.

b.) Daily quarantine fee of Twenty-Seven and No/100 Dollars (\$27.00) for each dog or cat retrieved from Fort Bliss and delivered to the Shelter that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals shall be quarantined at a quarantine approved clinic or hospital.

2.8. All of the fees charged to the United States will be based on actual animals delivered to the Shelter by the United States Animal Control Contractor or verified residents of Fort Bliss.

3. POINTS OF CONTACT (POC): Unless otherwise specified herein, all notices under this Agreement shall be provided to the following POCs:

3.1. The City

3.1.1. The Director of the Department of Animal Services will administer this Agreement. The POC is Terry Kebschull, 915-212-7297, kebschulltk@elpasotexas.gov.

3.2. The United States

3.2.1. The Fort Bliss Directorate of Public Works (DPW), Operations and Maintenance Division (OMD) will be the office that will administer this Agreement. The POCs are Mr. Jason Bonham, Municipal Services Contracts Branch Chief, (915) 568-5394, jason.d.bonham.civ@army.mil and Mr. Raymond Rohena, General Engineer, (915) 568-2835, raymond.rohena.civ@army.mil.

3.2.2. The Garrison Resource Management Office will process and pay all invoices. The POC is Ms. Charity C. Ordaz, Director, (915) 568-3718, charity.c.ordaz.civ@army.mil.

**4. FUNDING AND PAYMENTS PURSUANT TO THIS AGREEMENT:** This Agreement does not represent an obligation of funds by the United States, is subject to the availability of funds, and nothing in this Agreement may be construed to require the United States to violate the Anti-Deficiency Act. Payment for services under this IGSA will be made in response to the City's invoices as described below.

4.1. The City shall issue to the United States POC a detailed invoice by the tenth business day of the month for fees accrued during the preceding month. The invoice shall be verified using City impoundment records reflecting animals received from the United States Animal Control Contractor and capture logs from the United States Animal Control Contractor. Invoices that are matching records from both Parties shall be acknowledged and sent forward for payment processing. Invoices that do not match (dispute) either the impoundment record or the Shelter records with the capture logs from the United States Animal Control Contractor shall be disputed and may delay monthly payments.

The United States shall pay the City, within thirty (30) calendar days after submission of a proper invoice, the prices stated in the IGSA or changes to those prices which have been mutually agreed upon in writing and duly signed by the Parties' authorized representatives. GSA Standard Form 1034 will be used to accept services from the City. In the event of an overpayment to the City, the United States reserves its rights to offset the amount of the overpayment against any payments otherwise due the City.

4.2. Generally, direct purchases and leases made by the United States are immune from State and local Taxes. Indirect tax exemptions are based on state law. The City shall ensure that any costs or prices charged to the United States exclude any and all direct taxes and those indirect taxes to which the United States is immune or to which the City is immune in its own capacity in providing goods and Services to the United States.



4.3. All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Office of the Comptroller, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the United States POC referenced in Section 3.1.1. in writing without the need to formally amend this Agreement.

4.4. The United States will make interest payments in accordance with the Prompt Payment Act (31 USC 3903) at the current rate of interest as specified in the Prompt Payment Act.

**5. LAW GOVERNING THE AGREEMENT:** This Agreement is subject to the laws and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

**5.1. Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent when engaged in the performance of any of their functions under the terms of this Agreement.

**5.2. Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City which in any way pertains to or arises out of this Agreement falls within the definition of governmental function.

**6. INDEPENDENT ENTITIES:** The City and the United States are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the United States nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in City personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances shall City employees or contractors be deemed federal employees. If the City shall provide services through a contract, the

contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the City and its employees.)

**7. DISPUTES:** Both Parties will cooperate to ensure mutual goals are met and issues are promptly resolved. Each Party will promptly notify the other Party of any concerns and communicate openly and transparently to ensure any concerns or issues are promptly dealt with in order not to impede performance under this Agreement. If the Parties are unable to agree about interpreting or applying a material aspect of this Agreement, the Parties agree to try to reach a mutual agreement in the proper interpretation of this Agreement, including amendment or termination of this Agreement, as necessary, or by escalating the dispute within their respective organizations. The parties shall use their best efforts to resolve any disagreements or disputes regarding this Agreement.

7.1. As a condition precedent to a Party bringing any action for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred.

7.2. Contractor or employee disputes: All claims and disputes by employees of the City shall be resolved in accordance with state law and local governing policies and procedures. All claims and disputes by contractors arising under or relating to contracts awarded by the City pursuant to or related to this Agreement shall be resolved in accordance with state law and the terms of the individual contract. All litigation costs, including settlements and judgments, incurred or agreed to in defense of claims and disputes made by contractors and employees of the City are the City's unless otherwise agreed to in writing by the United States.

**8. TERMINATION:** This IGSA may be terminated by mutual written agreement of the Parties at any time. This Agreement may be terminated in whole or in part by either Party upon thirty (30) calendar days written notice to the other Party at the addresses stated in Section 21 of this Agreement, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) calendar days of relocation without the necessity of amending this contract. This Agreement automatically terminates after ten years from the effective date of the Agreement.

**9. LIABILITY:** The City agrees and shall hold and save the United States free from all damages, claims, suits of whatsoever nature arising from or incidental to this Agreement, except for damages due to the fault or negligence of the United States or its employees. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

9.1. *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

9.2. *Intentional Risk Allocation.* Each of the parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions in this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

10. **INSURANCE:** The Parties acknowledge that the City is self-insured, and can provide a letter of self-insurance upon request.

11. **COMPLIANCE WITH THE LAW:** Each Party will abide by and enforce compliance with all applicable laws, regulations and requirements and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

11.1. To the extent permitted by the laws governing each Party, the Parties shall protect personal information and also shall maintain the confidentiality of other exchanged information, including when requested to do so by the providing Party.

11.2. The Parties shall comply with public requests for information related to this Agreement pursuant to the Freedom of Information Act, 5 U.S.C. Section 552.

12. **MODIFICATION OF IGSA:** Unless otherwise noted, the terms and conditions of this IGSA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

13. **REVIEW:** This IGSA will be reviewed annually by the Parties on or around the anniversary of its effective date. The United States will initiate the coordination of the review with the City.

14. **TERM OF AGREEMENT:** The term of this Agreement is for one year beginning on May 21, 2024, and shall be renewable by the United States for successive one-year periods for 9 additional years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by Congress. The United States

shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the United States to the City of an intent to exercise the option for an additional year of performance. The United States shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of the then current performance period. The United States may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the United States without further liability to the United States.

15. **WAIVER:** A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. **SEVERABILITY:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. **HEADINGS:** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

18. **COUNTERPARTS:** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

19. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties to it.

20. **TRANSFERABILITY:** This Agreement is not transferable except with the written authorization of the Parties, duly signed by their authorized representatives.

21. **REPRESENTATIVES OF THE PARTIES:**

**CITY:** City of El Paso  
Attn: City Manager  
PO Box 1890  
El Paso, Texas 79950-1890

**UNITED STATES:** Department of the Army  
Attn: Garrison Commander  
US Army Installation Management Command Headquarters,  
United States Army Garrison, Fort Bliss  
1741 Marshall Road  
Fort Bliss, Texas 79916-3808

22. **BINDING AGREEMENT.** The undersigned signatories assert that they have the authority to execute this Agreement and to bind the Party for which they are signing to the faithful performance of this Agreement.

Signature page for the United States, Intergovernmental Support Agreement between the United States and the City of El Paso, Texas, Animal Control Services at the City's Animal Shelter, IGSA NUMBER (W6CLAA-IGSA-A60RA-23-0001)

**APPROVED** this day of \_\_\_\_\_, \_\_\_\_\_.

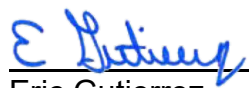
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

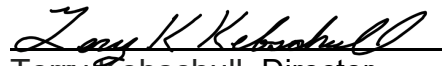
**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Terry Rebschull, Director  
Department of Animal Services

**DEPARTMENT OF THE ARMY**

\_\_\_\_\_  
Brendan R. Gallagher  
Colonel, U.S. Army  
Garrison Commander