

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

AGENDA DATE: October 8, 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 Interlocal Agreement between the City of El Paso (the "City") and Town of Anthony, Texas ("Anthony"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Anthony.

BACKGROUND / DISCUSSION:

This is an Interlocal Agreement between Town of Anthony and the City of El Paso to receive at El Paso Animal Services each animal that the Town of Anthony deliver to the shelter. This includes animals brought by their respective animal control contractors or by verified residents of Anthony.

PRIOR COUNCIL ACTION:

A previous agreement was approved in May 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

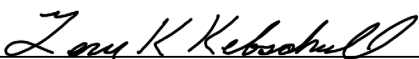
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


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 Interlocal Agreement between the City of El Paso (the "City") and Town of Anthony, Texas ("Anthony"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to Anthony and for which Anthony shall pay to the City of El Paso ONE HUNDRED 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 and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Anthony or by residents of the Town of Anthony, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Approved this ____ day of _____ 2024.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry Kebschull, Director
Animal Services Department

STATE OF TEXAS)
)
)
)
COUNTY OF EL PASO) INTERLOCAL AGREEMENT BETWEEN
) TOWN OF ANTHONY, TEXAS AND CITY OF
) EL PASO, TEXAS
) FOR ANIMAL SERVICES

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS (“City”) and the TOWN OF ANTHONY, TEXAS (“Town of Anthony”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and Town of Anthony are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the Town of Anthony is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Anthony desires to have the El Paso County Director of Animal Welfare serve as the Town of Anthony’s designated local rabies control authority

WHEREAS, the Town of Anthony requests assistance from the City’s Animal Services Department as the Town of Anthony has limited availability to house animals that it retrieves or other individuals or entities retrieve within the areas of the Town of Anthony and

WHEREAS, the Town of Anthony desires to have the City’s Animal Shelter Advisory Committee serve as the Town of Anthony’s Animal Shelter Advisory Committee; and

WHEREAS, the Town of Anthony will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to the Town of Anthony, which is confidential and must be afforded special treatment and protection; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Town of Anthony and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the Town of Anthony hereby accepts and agrees to the following terms and conditions:

1.1.1 The City agrees to provide the following animal shelter services:

1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the Town of Anthony or by residents of Town of Anthony. The City may handle each animal that is delivered to the Shelter either by the Town of Anthony or by residents of Town of Anthony, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

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.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the Town of Anthony or by residents of the Town of Anthony, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the Town of Anthony or the residents of the Town of Anthony who trapped the cat, shall return the cat to the location where they trapped the cat. The Town of Anthony will pay a \$35 fee to the City for each cat that was delivered by the Town of Anthony, or by the residents of the Town of Anthony, that was spayed/neutered by the City. The City will send a monthly invoice to the Town of Anthony to receive this payment.

1.1.1.3 In order to facilitate ease of data sharing with the Town of Anthony for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the Town of Anthony's need to take the animal to the Shelter, the City shall provide PetPoint access to the Town of Anthony for use by Town of Anthony Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.

1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all Town of Anthony residents at the City's regular fee basis and those residents shall pay for said service.

1.2 The City will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City, and

shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.3 The City and Town of Anthony agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or Town of Anthony will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the Town of Anthony that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the Town of Anthony of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.

1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.5 The City agrees that it will keep accurate records of all services provided to the Town of Anthony pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.

1.5.1 For the purposes of this section the point of contact for the Town of Anthony is Valerie Armendariz. The Town of Anthony Contract Administrator is Valerie Armendariz (varmendariz@townofanthony.org) and Mayor Anthony Turner (mayor@townofanthony.org), until such time as the Town of Anthony notifies the City of a new point of contact and address for notice.

1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

1.7 The Town of Anthony acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior

programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the Town of Anthony, shall aim to participate in these animal welfare programs within their respective jurisdictions. The Town of Anthony will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

1.8 Registration, vaccination, and microchips

1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 – Registration, vaccination, and microchips required.

2. **LOCATION OF PERFORMANCE.** The place where the City's services are to be performed is primarily at the Shelter and adoption centers.

3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The term of this Agreement is for a one year period beginning on the 1st day of September 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.

4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the Town of Anthony by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided

prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Anthony notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The Town of Anthony agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the Town of Anthony agrees to pay the monthly invoice that is sent to the Town of Anthony by the City for the services described in this Agreement.

5.2 Fees:

a. DOGS & CATS - The Town of Anthony agrees to pay an impound fee of ONE HUNDRED 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 the Town of Anthony and delivered to the Shelter either by the Town of Anthony or by residents of Town of Anthony pursuant to Subsection 1.1.1.1 to this Agreement.

b. OTHER ANIMALS - The Town of Anthony agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the Town of Anthony and delivered to the Shelter either by the Town of Anthony or by residents of the Town of Anthony pursuant to Subsection 1.1.1.1 to this Agreement.

c. HORSE - The Town of Anthony agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Anthony and delivered to the Shelter either by the Town of Anthony or by residents of the Town of Anthony pursuant to Subsection 1.1.1.1 to this Agreement.

5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the Town of Anthony and delivered to the Shelter by the Town of Anthony pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the Town of Anthony also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the Town of Anthony and delivered to the Shelter either by the Town of Anthony that is suspected of having rabies, is pending a bite

investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the Town of Anthony.

5.4 The Parties acknowledge that the funds paid by the Town of Anthony pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the Town of Anthony. The Town of Anthony shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the Town of Anthony will need to pay to defray the resulting expenses. The Town of Anthony point of contact is the Melissa Armendariz, Town Clerk at the Town of Anthony's address below until such time as the Town of Anthony provides another address for notice or point of contact in writing.

5.5 El Paso Animal Services will provide the Town of Anthony's point of contact a weekly inventory of animals from the Town of Anthony and delivered to the Shelter either by the Town of Anthony or by residents of the Town of Anthony pursuant to Subsection 1.1.1.1 to this Agreement.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the Town of Anthony in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the Town of Anthony. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the Town of Anthony accrues an arrearage on payment, the City Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and Town of Anthony, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

7.1 *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 while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

7.2 *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.

7.3 *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.

7.4 *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 associated with 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.

8. **INDEPENDENT CONTRACTORS.** The City and the Town of Anthony 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 Town of Anthony 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.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

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

TOWN OF ANTHONY: Town Hall
401 Wildcat Drive
Anthony, Texas 79821

10. **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.

11. **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.

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

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City
of El Paso and the Town of Anthony, Texas.

APPROVED this _____ day of _____, 20__.

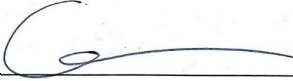
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

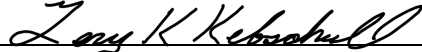
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Department of Animal Services

(Signatures continue on the following page)

Signature page for the Town of Anthony, Interlocal Agreement between the
City of El Paso and the Town of Anthony, Texas.

APPROVED this 12 day of August, 2024.



TOWN OF ANTHONY OF EL PASO

A handwritten signature in black ink, appearing to read "Anthony D. Turner".

Anthony D. Turner, MPH
Honorable Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Valerie M. Armendariz".

Valerie M. Armendariz, MPA
Town of Anthony Town Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Silvia Firth".

Silvia Firth
Town of Anthony Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	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	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.

1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.