INTERLOCAL COOPERATION AGREEMENT
BETWEEN EL PASO COUNTY AND
THE CITY OF EL PASO
FOR A BASIC PET ENRICHMENT AND CARE PROGRAM

This Interlocal Agreement is entered into in accordance with Chapter 791 of the Texas Government Code, between the City of El Paso ("City"), a home-rule municipality located in El Paso County, Texas, and El Paso County ("County"), Texas, a political subdivision of the State of Texas, as it relates to the BASIC PET ENRICHMENT AND CARE PROGRAM ("Program").

WHEREAS, pets housed in City shelter facilities have an increased probability of successful adoption and safe behavior if they are well socialized and healthy; and

WHEREAS, individuals incarcerated in County facilities have increased chances of employment upon release if during their detention they have developed professional skills; and

WHEREAS, the City's goals of ensuring adoptability and the County's goals of ensuring post-incarceration success are both served by educating the incarcerated to become knowledgeable in animal welfare and enrichment through their hands-on care of shelter dogs;

WHEREAS, this Agreement between the City and County contributes to the welfare, health, and safety of both City and County residents, and

WHEREAS, the parties have determined that valid public purposes of City and County of enhancing El Paso's quality of life and promoting a healthy and sustainable community, will be served by their performance in this Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, City and County agree to the terms and conditions stated in this Agreement for a pilot Basic Pet Enrichment and Care Program.

A. DEFINITIONS

1. In this Agreement,
   a. City is the City of El Paso, Texas
   b. County is El Paso, Texas
   c. Resident Animal Care Attendants (ACA) are inmates identified as participants in this Program.
   d. Program is the Basic Pet Enrichment and Care Program established by this Interlocal Agreement. City and County may allow Resident ACAs to identify an informal name or acronym for the Program, however for purposes of branding and marketing, City and County retain ownership of the official name of program.
   e. Program Pets are the shelter canines and felines identified as eligible to participate in this Program.

B. PARTIES' RESPONSIBILITIES

1. **Mutual Obligations.**
    a. Identify a Primary Contact at the City and at the County for purposes of Program management.
    b. Primary Contacts will develop a mutually agreed schedule for the pilot Program's first year. This first year will include four 3-month quarters. Each quarter will include a program assessment with the Primary Contacts and any necessary support personnel. A final assessment will be conducted during the last month of the Pilot Program. The Program will continue if the Primary Contacts agree the Pilot Program is deemed successful.
    c. Primary Contacts may develop a mutually agreed schedule for the Program's second and third year. The second and third year will include four 3-month quarters. Each quarter will include a program assessment with the Primary Contacts and any necessary support personnel.
2. **County Obligations**. County agrees to:
    a. Transport available Resident ACAs to City shelter facilities where Resident ACAs can care for Program Pets. The El Paso County Sheriff's Office will provide an adequate number of Detention Officers to supervise Resident ACAs.
    b. Establish a screening process conducted by the El Paso County Sheriff's Office, subject to City approval, by which Resident ACAs are selected as appropriate candidates for this Program. This screening process will be conducted each time a new Resident ACA is selected to participate in the Program. Inmates who have been charged with any violent or animal-related crimes and inmates who have had violence-related issues while incarcerated are not eligible;
    c. Ensure that Resident ACAs treat Program Pets humanely and appropriately while in their care;
    d. Ensure Program Pets are under supervision at all times and cared for per City guidelines (Attachment A);
    e. Immediately notify the City if any Program Pet becomes sick, injured, lost, stolen, loose, deceased, or exhibits any remarkable change in behavior; and
    f. Meet regularly with the City Primary Contact regarding Program concerns, issues, or suggestions.
3. **City Obligations**. City agrees to:
    a. Train Resident ACAs in cleaning and disinfecting cages, pens, kennels and yards, as well as, feeding and watering animals according to schedule. Resident ACAs will also assist in checking for obvious signs of illness or injury and transferring animals between holding areas.
    b. Resident ACAs will also be trained in basic grooming and training of animals and will perform this duty as identified and needed.
    c. Meet quarterly with the County Primary Contact regarding Program concerns, issues, or suggestions.

C. TERM

1. Length of Term. This Agreement is effective on the date on which the last party signs it. The Agreement is for a one-year term, with the option to continue the program for two additional one-year periods.
2. Termination. County or City may by written notice to the other party, terminate this Agreement (i) as expressly permitted by other provisions of this Agreement or (ii) if either party breaches any representation, warranty, or covenant of this Agreement and does not cure the breach within 30 days after written demand by the complaining party.
3. Either party may terminate this Agreement at any time by giving the other party written notice of its intent to terminate at least 30 days prior to the effective date of the termination. Upon termination of this Agreement, neither party has any obligations to the other party.

D. GENERAL PROVISIONS

1. Notices. Any notice required or permitted by this Agreement is sufficient for all purposes if delivered in writing via postal service, hand delivery or by fax to the applicable party at its address below or at any other address designated by such party in writing.

   City: Animal Services Director
   5001 Fred Wilson Ave.
   El Paso, Texas 79906

   County: El Paso County Sheriff
   3850 Justice Dr.
   El Paso, Texas 79938

2. Relationship of Parties. County's relationship to City is that of independent contractor, and County has only the duties expressly set forth in this Agreement.
3. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit or give any rights to any person other than the parties.
4. Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in El Paso County, Texas.
5. Force Majeure. Each party shall be relieved of any obligation to the extent that its ability to perform that obligation is prevented or impaired by any cause generally recognized under Texas law as constituting impossible conditions.
6. Entire Agreement; Full Satisfaction of Obligations. This Agreement, including Attachment A, represents the full and final agreement between the parties and supersedes all prior written and verbal communications, understandings and/or agreements.
7. No Waiver. The parties shall not construe any course of conduct, verbal waiver, or consent as a waiver of any rights of the other party.
8. Amendments. No amendment to this Agreement shall be binding on the parties unless set forth in writing and signed by the party sought to be bound. Each party

is on notice as to the legal requirements relating to authorizing waivers or amendments by the other party.

9. Indemnification. County shall not be liable to City for any claims, damages, or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials, employees, or Program Pets. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees. For any claims, damages, and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages, and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

10. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, each party shall choose a mediator within ten business days of the date they agree to mediate. If City and County choose different mediators, then the two chosen by City and County shall together choose a third person who will be the sole mediator. Representatives of each party shall meet with the mediator in El Paso at mutually agreed upon times. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.

10. Legal Authority. Each party represents to the other that it is duly authorized to enter into and perform this Agreement in accordance with its terms.

11. Effective Date. This Agreement is effective on the last date signed below.

[SINGATURES BEGIN ON FOLLOWING PAGE]

APPROVED this _____day of _____, 2023.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Terry K. Kebschull
Director Animal Services

COUNTY OF EL PASO

APPROVED AS TO FORM:

Carlos G. Madrid
Assistant County Attorney

APPROVED AS TO CONTENT

Sheriff Richard D. Wiles
El Paso County Sheriff

Ricardo A. Samaniego
El Paso County Judge

Attachment A

Dogs 101 Daily Care List

Kennel Cleaning:

- Animals will be removed from kennels prior to cleaning.
- All solid material such as spilled food and feces will be scooped prior the washing and disinfecting kennels.
- Kennels will be squeegeed to remove excess water.
- Fresh food and water will be placed in the kennel.
- Only the animal(s) removed from the cleaned kennel will be placed back in the kennel
- Kennels must be secured prior to moving on to clean the next kennel.

Feeding:

- Dogs and cats will be fed daily. Only the amount instructed by El Paso Animal Services is to be given. Fresh food and water must be available to animals at all times.
- Only food supplied from EPAS is to be given to the dogs, including treats for training and enrichment.
- No one is to interrupt the dogs while they are eating. Interruptions can be anything that disrupts the dog from eating, such as praise, petting, brushing etc.

Daily Exercise and Enrichment:

- Dogs may be walked daily in addition to having off-leash play time with the direction of EPAS staff.
- Dogs will be walked only in areas allowed by County Staff.
- Dogs must be allowed to relieve themselves at these times. Resident ACA are required to pick up feces for disposal. Baggies will be supplied by EPAS for this purpose.
- Off leash, outside play must be supervised at all times.

Housing:

- Dogs must be secured whenever Resident ACAs leave the kenneling area.
- Dogs are allowed to be outside their kennel with the Resident ACA when the animal is leashed.

Equipment:

- Only the leash, harness and collar provided by El Paso Animal Services are to be used on the dogs.
- Collars with ID tags must remain on the dogs at all times.

Training:

- At appropriate times, Resident ACAs may practice basic clicker training with the dogs. Resident ACAs may also participate in play groups.
- Only positive reinforcement style training taught by El Paso Animal Services staff and volunteers is to be used without exception.