



Antonio Araujo
Mayor

Leticia Miranda
Aldersperson Place 1

David Cantu
Aldersperson Place 2

Lorenzo E. Leyva Sr.
Aldersperson Place 3

Maria Covernali
Aldersperson Place 4

George Almanzar
Aldersperson Place 5

RESOLUTION NO. 1901R.05.02

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ELIZARIO AND THE TIGUA FACILITY SERVICES, INC. TO PROVIDE ANIMAL WELFARE SERVICES; DESIGNATING A LOCAL RABIES CONTROL AUTHORITY; AND RE-ADOPTING THE OCTOBER 24, 2016 EL PASO COUNTY ANIMAL REGULATIONS ORDER.

RECITALS

WHEREAS, the City Council of the City of San Elizario (“City”) desires to provide animal welfare services in the City and the Tigua Facility Services, Inc. provides these services; and

WHEREAS, Texas Government Code Chapter 791 authorizes a local government to contract or agree with another local government or a federally recognized Indian tribe, as listed by the United States secretary of the interior under 25 U.S.C. Section 479a-1, whose reservation is located within the boundaries of this state on the provision of services; and

WHEREAS, The Tigua Facility Services, Inc. is a Native Owned 8(a) Corporation under the Small Business Act of 1958; and

WHEREAS, this Agreement is for a term of one year, with renewal for consecutive one-year terms, commencing 45 days after the notice of award. The City Administrator is authorized to give the notice of award at the appropriate time to ensure that an agreement for animal services in continuously in place; and

WHEREAS, in accordance with Texas law, the City will pay for such services out of current revenues available to the City; and

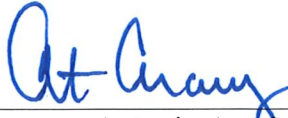
WHEREAS, the City finds that the Interlocal Agreement with the Tigua Facility Services, Inc. for the provision of animal welfare services ("Agreement") to the City of San Elizario is appropriate and in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of San Elizario, Texas, that:

1. The foregoing Recitals are hereby adopted as facts and are incorporated fully herein.
2. The City Council of the City of San Elizario hereby approves the "Interlocal Agreement for Animal Welfare Services", attached hereto as *Attachment A* and incorporated fully herein, and entered into by and between the Tigua Facility Services, Inc. and the City for the provision of animal welfare services.
3. The Mayor is hereby authorized to execute the Agreement on behalf of the City.
4. In accordance with the Agreement, and the Texas Health and Safety Code Section 826.017, the City hereby designates the individual designated by the City of El Paso to serve as the Local Rabies Control Authority for the City of San Elizario during the term of the Interlocal Agreement.
5. In accordance with the Agreement, the City adopts the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court and any lawfully adopted successor orders and animal regulations to apply within the city limits of the City.
6. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.
7. Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
8. This Resolution shall be effective immediately upon passage and approval.

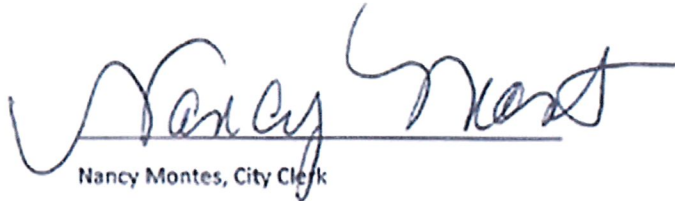
PASSED AND APPROVED this, the 15 day of July, 2019, by a vote of 5
(*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS



Antonio Araujo, Mayor

ATTEST:



Nancy Montes, City Clerk

Interlocal Agreement
for
Animal Welfare Services
between the
Tigua Facility Services, Inc.
and the
City of San Elizario, Texas



INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is entered into between the TIGUA FACILITY SERVICES INC., a Native Owned 8(a) Corporation under the Small Business Act of 1958 (“TFS”) and the CITY OF SAN ELIZARIO, TEXAS, a Type A General Municipality (the “City”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

WHEREAS, TFS and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, TFS employs animal welfare officers; to offer animal control services; and

WHEREAS, this Agreement is made for the purposes of City cooperation with the TFS to provide certain animal welfare services to the City which are necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned ; and

WHEREAS, the City desires to have the City of El Paso Animal Services designated as the City’s rabies control authority; and

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

SCOPE OF SERVICES

1. TFS shall perform the following animal welfare services by and through the Tigua Animal Control Department: TFS will provide all personnel, equipment, supplies, transportation, tools, materials supervision, and other items and non-personal services necessary to perform animal control for the City.
2. TFS normally scheduled hours of operation are as followed Monday, Tuesday, Wednesday, Thursday, Friday between hours of 6:00 a.m. to 10:00 p.m, except for federal holidays. Saturday and Sunday between the hours of 8:00 a.m. to 2:00 p.m. All calls by the public under this Agreement shall be made to Ysleta del Sur Pueblo dispatch center for animal services (915)860-9653, and TFS agrees to provide a same day response.
3. TFS agrees to provide animal welfare services, as determined to be appropriate by the Tigua Animal Control staff and as required by law, including, but not limited to, investigating citizen complaints related to animal welfare (e.g. violations of the County Animal Regulations Order or City Ordinances), and conducting periodic patrols to proactively enforce appropriate.
4. TFS agrees to enforce all County, State and /or Local animal-related rules and laws, and agrees to impound stray animals, investigate of animal bite reports, quarantine of animals involved in bites, investigate allegations of animal cruelty, and provide for the euthanasia of animals as necessary. TFS will not respond to complaints regarding barking or noisy dogs.
6. Any animals impounded by TFS shall be delivered to the Shelter designated by the City. The City is responsible for any and all Shelter costs and fees, including, but not limited to, Shelter impoundment fees, daily kenneling fees, vaccination fees, and spay/neuter fees.
7. Any stray cat trapped by TFS that takes part in a trap-neuter return program shall be returned by TFS to the location where it was trapped. Trap-neuter-return is the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped. The City shall be responsible for any fees or costs related to the sterilization, vaccination, or ear tipping of the cat.
8. Any time TFS's Welfare Units are temporarily unavailable; the City will immediately be made aware of the situation and respond to the call in the next available fleet vehicle.
9. TFS agrees that it will keep accurate records of all services provided to the City, pursuant to this Agreement as part of its routine data collection processes and shall report such activities to the City on a monthly basis, or as requested via email.

TERM

The term of this agreement shall begin 45 days from notice of award by the City to TFS, and shall expire one (1) year from such date. Thereafter, the Agreement shall renew for consecutive one (1) year terms unless either party provides written notice cancelling the renewal at least 30

days before the beginning of the renewal term.

LOCATION OF PERFORMANCE

The place where the services are to be performed is in the City of San Elizario, Texas.

DESIGNATION OF CITY OF SAN ELIZARIO RABIES CONTROL AUTHORITY

The parties agree that the individual or entity designated by the City to serve as the City rabies control authority will be the City of El Paso Animal Services, to serve as the City's rabies control authority for the City designated authority, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

STATE, COUNTY, LOCAL ANIMAL REGULATIONS

1. The Parties acknowledge that the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted City orders and animal regulations, shall apply within the jurisdiction area of the City.
2. TFS will call City's Police Dispatch for the City to enforce the October 24, 2016 El Paso County Animal Regulations Order of the El Paso County Commissioners' Court, and any lawfully adopted City orders and animal regulations, within the jurisdiction area of the City.
3. If the City adopts animal regulations that supersede the County of El Paso animal regulations, the City will enforce those municipal animal regulations to the extent that they are consistent with the County of El Paso animal regulations.
4. The City will be responsible for passing all ordinances and resolutions necessary to give the authority to issue citations for violations of any municipal animal regulations.
5. The City will be responsible for making arrangements with TFS to provide a copy of any municipal animal regulations.
6. The City agrees that any citations issued for the violation of a municipal animal regulation will be filed with the San Elizario Municipal Court of the City. TFS agrees that the appropriate personnel from TFS will be administratively directed to be present at such times as court sessions are set, and cases involving said citations are on the Court's docket, without the necessity for the issuance of a subpoena. The San Elizario Municipal Courts will provide reasonable notice of any case settings to TFS.

COMPENSATION

The City agrees to pay THIRTY SEVEN THOUSAND DOLLARS and 00/100 (\$37,000.00) to TFS for services rendered in accordance with this Agreement for the first year under this Agreement. Payments shall be made in twelve equal, consecutive monthly installments, each in the amount of THREE THOUSAND EIGHTY THREE AND 33/100 DOLLARS (\$3,083.33), with the first payment become due and payable on a date that is to be discussed or within 15 days after the date that the City executes this Agreement, whichever is later. The City shall make the payments under this Agreement, pursuant to Tex. Gov. Code Ann. Section 791.011(d)(3) and such payments shall be made from the City's current revenues only.

TERMINATION

This Agreement may be terminated by either Party, without cause, by written notice received via certified mail at least forty-five (45) days in advance of the effective date of termination.

IN WITNESS WHEREOF, the Parties have executed and attested this Interlocal agreement by their officers thereunto duly authorized.

MISCELLANEOUS

- 1. Notice. Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person or address as may be designated in writing by the Parties. Notices are effective upon receipt.

TFS: Tigua Facility Services, Inc.
Attn: _____

City: City of San Elizario
Attn: Antonio Araujo, Mayor
12710 Church St.
P.O. Box 1723
San Elizario, Texas 79849

2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in El Paso County, Texas.
3. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.
4. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
5. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
6. Force Majeure. Neither party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar cause beyond their control.

Adopted this 15 day of July, 20 19.

CITY OF SAN ELIZARIO

TIGUA FACILITY SERVICES, INC.

Antonio Araujo
Antonio Araujo, Mayor

Rudolfo Cruz Jr.
Printed Name: Rudy Cruz Jr.

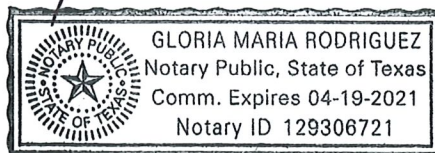
ATTEST:

ATTEST:

Nancy Montes
Nancy Montes, City Clerk

Christopher Munoz
Printed Name: CHRISTOPHER MUNOZ

APPROVED AS TO FORM:



Alan J. Bojorquez
Alan J. Bojorquez, City Attorney

Printed Name: Gloria Rodriguez