



Antonio Araujo
Mayor

Leticia Miranda
Alderson Place 1

David Cantu
Alderson Place 2

Lorenzo E. Leyva Sr.
Alderson Place 3

Irene D. Jaquez
Alderson Place 4

George Almanzar
Alderson Place 5

RESOLUTION NO. 2104R.02

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ELIZARIO AND THE COUNTY OF EL PASO 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 County of El Paso provides these services; and

WHEREAS, Texas Government Code Chapter 791 authorizes a local government to contract or agree with another local government; and

WHEREAS, this Agreement is for a term of three years; 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 County of El Paso for the provision of animal welfare services ("Agreement") to the City of San Elizario is appropriate and in the best interest of the public.

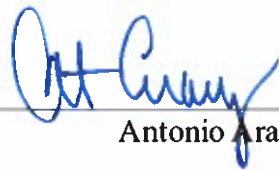
NOW, THEREFORE, BE IT RESOLVED by the City Council of San Elizario, Texas, that:

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 County of El Paso 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. Effective immediately, El Paso County Animal Welfare staff are authorized to enforce all City of San Elizario Animal Control and Welfare Ordinances, issue citations and take all actions authorized by San Elizario the municipal ordinances and regulations.
7. 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.
8. 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.
9. This Resolution shall be effective immediately upon passage and approval.

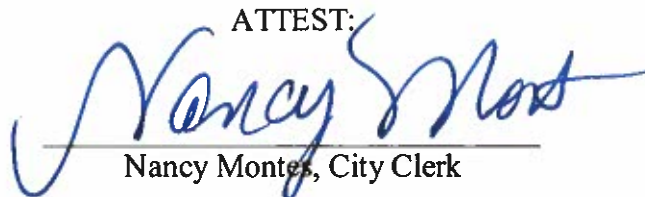
PASSED AND APPROVED this, the 14 day of December, 2021, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS



Antonio Araujo, Mayor

ATTEST:



Nancy Montes, City Clerk

Interlocal Agreement
for
Animal Welfare Services
between the
County of El Paso
and the
City of San Elizario, Texas

INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES

This Agreement is entered into between the COUNTY OF EL PASO, TEXAS ("County of El Paso") and the CITY OF SAN ELIZARIO, TEXAS ("City of San Elizario") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the County of El Paso and the City of San Elizario are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the El Paso County Animal Welfare Department employs animal welfare officers; and WHEREAS, this Agreement for interlocal cooperation for the County of El Paso to provide certain animal welfare services to the City of San Elizario is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of San Elizario desires to have the County of El Paso's designated local rabies control authority serve as the City of San Elizario's designated authority, as necessary pursuant to state law; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the County of El Paso and the City of San Elizario mutually agree as follows:

I. SCOPE OF SERVICES

The County of El Paso shall perform the following animal welfare services by and through the El Paso County Animal Welfare Department under the terms and conditions hereinafter stated, and the City of San Elizario hereby accepts and agrees to the following terms and conditions:

A. The County of El Paso agrees to provide animal welfare services as determined to be appropriate by the El Paso County Animal Welfare Department staff and as required by law, including, but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate City, County, and/or State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary. The El Paso County Animal Welfare Department will not respond to complaints regarding barking dogs or noisy dogs.

B. Any animals impounded by the El Paso County Animal Welfare Department shall be delivered to the Shelter designated by the City of San Elizario. The City of San Elizario 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.

C. Any stray cat trapped by the El Paso County Animal Welfare Department shall be placed in a trap-neuter-return program and shall be returned by the El Paso County Animal Welfare Department 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 of San Elizario shall be responsible for any fees or costs related to the sterilization, vaccination, or ear tipping of the cat.

D. Any time the El Paso County Animal Welfare Units are temporarily unavailable, the municipal police department or marshal shall respond to animal welfare calls, including but not limited to dangerous animal calls, to assess the situation and, when necessary, take immediate action.

E. The County of El Paso agrees to provide periodic free and/or low-cost spay/neuter events for low income residents of the City of San Elizario. The date, time, location, and frequency of these events shall be determined by the El Paso County Animal Welfare Department.

F. Nothing within the terms of this Agreement shall require the County of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

G. The County of El Paso agrees that it will keep accurate records of all services provided to the City of San Elizario pursuant to this Agreement as part of its routine data collection processes and shall report such activities to the City of San Elizario on a monthly basis via email.

II. LOCATION OF PERFORMANCE

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

III. DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY

The Parties agree that the individual or entity designated by the County of El Paso to serve as the local rabies control authority will serve as the local rabies control authority for the City of San Elizario's designated authority, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

IV. COUNTY ANIMAL REGULATIONS

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 successor orders and animal regulations, shall apply within the jurisdictional areas of the City of San Elizario.

A. The El Paso County Animal Welfare Department Office will enforce 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, within the jurisdictional areas of the City of San Elizario.

B. If the City of San Elizario adopts animal regulations that supersede the County of El Paso animal regulations, the El Paso County Animal Welfare Department will enforce those municipal animal regulations to the extent that they are consistent with the County of El Paso animal regulations.

1. To the extent allowed by law, the City of San Elizario agrees to pass all ordinances and resolutions necessary to give the El Paso County Animal Welfare Department the authority to issue citations for violations of any municipal animal regulations.
2. San Elizario will be responsible for making arrangements with the El Paso County Animal Welfare Department to provide a copy of any municipal animal regulations and municipal citation books.

3. The County of El Paso agrees that any citations issued for the violation of a municipal animal regulation will be filed with the City of San Elizario Municipal Court. It is agreed that the appropriate personnel from the El Paso County Animal Welfare Department 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 City of San Elizario Municipal Court will provide reasonable notice of any case settings to the El Paso County Animal Welfare Department.

V. TIMES OF PERFORMANCE

The County of El Paso shall commence the provision of its services on the 1st day of January 2022 and shall terminate on the 31st day of December 2024, regardless of the date of execution of this Agreement, and which shall serve as the term of this Agreement.

VI. COMPENSATION

A. The City of San Elizario agrees to pay FORTY SEVEN THOUSAND DOLLARS (\$47,000) for services rendered in accordance with this Agreement for year one. Payments shall be made in three equal, consecutive monthly installments, each in the amount of FIFTEEN THOUSAND SIX HUNDRED AND SIXTY SIX AND 67/100 DOLLARS (\$15,666.67) with the first payment due and payable on the 2nd day of January 2022 or within 15 days after the date that the City of San Elizario signs this Agreement, whichever is later.

B. The City of San Elizario agrees to pay FORTY SEVEN THOUSAND DOLLARS (\$47,000) for services rendered in accordance with this Agreement for year two. Payments shall be made in three equal, consecutive monthly installments, each in the amount of FIFTEEN THOUSAND SIX HUNDRED AND SIXTY SIX AND 67/100 DOLLARS (\$15,666.67) with the first payment due and payable on the 2nd day of January 2023 or within 15 days after the date that the City of San Elizario signs this Agreement, whichever is later.

C. The City of San Elizario agrees to pay FORTY SEVEN THOUSAND DOLLARS (\$47,000) for services rendered in accordance with this Agreement for year three. Payments shall be made in three equal, consecutive monthly installments, each in the amount of FIFTEEN THOUSAND SIX HUNDRED AND SIXTY SIX AND 67/100 DOLLARS (\$15,666.67) with the first payment due and payable on the 2nd day of January 2024 or within 15 days after the date that the City of San Elizario signs this Agreement, whichever is later.

Payments submitted under this Agreement shall be made payable to the County of El Paso, Attn: El Paso County Auditor, 800 E. Overland, Room 406, El Paso, Texas 79901.

VII. 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.

VIII. MISCELLANEOUS

A. Notice. Unless otherwise provided herein, all notices or other communications 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 at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same m a n n e r .

COUNTY: El Paso County Animal Welfare Department
9521 Socorro Rd. Suite B3
El Paso, Texas 79927

cc: Lorena Rodriguez
County Contract Administrator
500 E. San Antonio,
Room 302
El Paso, Texas 79901

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

B. 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.

C. Entire Agreement: Amendment. 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 to 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.

D. 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.

E. 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.

F. Force Majeure. Neither party shall be held 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 causes beyond their control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities, with legal authority to do so.

COUNTY OF EL PASO

Ricardo A. Samaniego 12/06/2021
Ricardo A. Samaniego Date
County Judge

Lauralei J. Combs 12/07/2021
Lauralei J. Combs Date
Director of Animal Welfare Department

CITY OF SAN ELIZARO

Antonio Araljo 12/14/21
Antonio Araljo Date
Mayor