

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

**DEPARTMENT:** Department of Animal Services

**AGENDA DATE:** March 20, 2018

**CONTACT PERSON NAME AND PHONE NUMBER:** Paula Powell, 212-8703

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 8: Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:**

That the Mayor be authorized to sign an Intergovernmental Support Agreement ("IGSA") and the related Order Number 001 between the City of El Paso (the "City") and the Fort Bliss Garrison ("Fort Bliss"), for the period of March 20, 2018 through March 19, 2023, for the City's Department of Animal Services to provide animal shelter services to Fort Bliss, and for which Fort Bliss shall pay to the City of El Paso the rate for services as set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

**BACKGROUND / DISCUSSION:**

Contract will provide sheltering services for animals brought in by Fort Bliss animal control officers. The City will board each animal that Fort Bliss delivers to El Paso Animal Services, whether it be in order to reunite the animal with its owner, quarantine, maintain evidence for a legal proceeding or euthanization.

**PRIOR COUNCIL ACTION:**

January 24, 2017

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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") and the related Order Number 001 between the City of El Paso (the "City") and the Fort Bliss Garrison ("Fort Bliss"), for the period of March 20, 2018 through March 19, 2023, for the City's Department of Animal Services to provide animal shelter services to Fort Bliss, and for which Fort Bliss shall pay to the City of El Paso the rate for services as set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.


CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

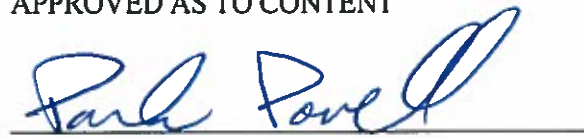
ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Paula Powell, Interim Director  
Department of Animal Services

**ORDER NUMBER 001**

**PURSUANT TO THE INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)**

**BETWEEN**

**THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT ON BEHALF OF FORT BLISS,  
GARRISON, TEXAS (FORT BLISS)**

**AND**

**THE CITY OF EL PASO (CITY)**

**1. SCOPE OF SERVICES ORDERED:** This order incorporates by reference all terms of the Intergovernmental Support Agreement (IGSA) between Fort Bliss and the City dated March 20, 2018. During the period from 20 March 2018 through 29 March 2023, the City shall provide the following animal control services by and through its Department of Animal Services:

1.1 The City will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that Fort Bliss delivers to the Shelter. The City will board each animal that Fort Bliss delivers to the Shelter, whether it be in order to reunite the animal with its owner, quarantine, maintain evidence for a legal proceeding, house for adoption or transfer purposes, or euthanize and dispose of the animal as described in the IGSA with the City described and at the payment rates established in the IGSA.

1.2 The services supplied under this Order are non-personal services. 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.

**2. OPERATIONS AND PROCEDURES**

2.1 Fort Bliss Animal Control Officers shall capture animals and maintain animal capture logs with details of time, location, color, breed, sex, and microchip of animal picked up to best of their abilities. If animal is captured after hours (close of business day), Fort Bliss Animal Control representative shall kennel and care for animal until City Shelter is open or available to receive animals (start of business day). Upon turning over animals to the City Shelter, Fort Bliss Animal Control Officer, 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 City Shelter was there to take the animal. The City Shelter shall maintain and update impoundment records for all animals received from Fort Bliss with person making drop off, date, time, breed or description, color, sex, and microchip information.

2.2 If animal is microchipped, the City Shelter shall update impoundment record providing animal owners name, address, and phone number if available. Shelter shall notify animal's owner. If unsuccessful attempt to contact animal's owner, Shelter shall note on impoundment record date and time of attempted contact.

2.3 Unless an animal impounded as an owned animal (i.e. with a collar, microchip, tags or some 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, Sundays and federal/County- observed holidays excluded, the animal may be adopted, transferred or humanely disposed of by the City Shelter. All attempts to contact the animal's owner will be recorded on the impoundment record and copy of impoundment record provided to Fort Bliss Public Works point of contact (POC).

2.4 If the City Shelter is able to successfully contact the animal's owner, the animal owner will be responsible for all City Shelter services provided, to include but not limited to the below as follows:

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

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

Animals recovered from successful contact of animal owners shall not be charged to Fort Bliss. All cost associated for recovered animals shall be handled and recouped (paid) between the City and Animal Owner.

2.5 By the 10<sup>th</sup> of every month, the Shelter shall provide Fort Bliss POC with a proper invoice on GSA Standard Form 1034 for payment of services to the city. Invoice shall be verified using City impoundment records of animals received from Fort Bliss, and capture logs from Fort Bliss Animal Control representatives. 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 City Shelter records with the capture logs from Fort Bliss Animal Control shall be disputed and may delay monthly payments. Fees will be in accordance with the current attached Fee Schedule C. Reference section 7 of the IGSA for disputes.

3. POINT OF CONTACTS (POC) These are the respective offices' personnel that will administer this Order and the associated IGSA.

### 3.1 The City

3.1.1 The Director/Interim Director of the Department of Animal Services will administer this Order. The POC is Paula Powell, 915-212-8703, [PowellPJ@elpasotexas.gov](mailto:PowellPJ@elpasotexas.gov).

### 3.2 Fort Bliss

3.2.1 The Operations and Maintenance Division will be the Public Works Directorate office that will administer this Order. The POCs are Mr. Robert A. Horwedel, OMD Chief (915) 568-5201, [robert.a.horwedel.civ@mail.mil](mailto:robert.a.horwedel.civ@mail.mil) and Mr. Manuel Amaro Jr, Services Contract Branch Chief (915) 568-2248, [manuel.amaro2.civ@mail.mil](mailto:manuel.amaro2.civ@mail.mil).

3.2.2 The Garrison Resource Management Office will process and pay all invoices. The POC is Ms. Leticia Onate, Team Lead Budget Analyst (915) 568-2966, [leticia.m.onate.civ@mail.mil](mailto:leticia.m.onate.civ@mail.mil).

### 4. QUALITY CONTROL AND INSPECTION.

The City shall maintain a quality control and inspection system acceptable to Fort Bliss covering the services described in this Order. Fort Bliss has the right to inspect all services in a manner that will not unduly delay the services.

APPROVED this 20<sup>th</sup> day of March, 2018.

CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

ATTEST:

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


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

   
\_\_\_\_\_  
Mario D'Agostino  
Fire Chief

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Paula Powell  
Interim Director

*(Signatures continue on the following page)*

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**DEPARTMENT OF THE ARMY**

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Steve O. Murphy  
Colonel, U.S. Army  
Commanding

APPROVED:

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Norbort S. Walker  
Attorney-Advisor (Contracts)  
Administrative and Civil Law

**INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)**  
**BETWEEN FORT BLISS, TEXAS AND THE CITY OF EL PASO, TEXAS**  
**FOR ANIMAL CONTROL SERVICES AT THE CITY'S ANIMAL SHELTER**

This Agreement is entered into on the last listed approved date below by and between the City of El Paso, Texas (the "City") and the Fort Bliss Garrison ("Fort Bliss") by and through their duly authorized officials. When referred to collectively, Fort Bliss and the City are referred to as the "Parties."

**1. AUTHORITIES:** This IGSA is entered into pursuant to Title 10 U.S.C. Section 2679.

**2. PURPOSE:** Fort Bliss has no location to house animals that it retrieves on post and is therefore interested in contracting 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. This Agreement for animal control services is necessary for the mutual advancement of the health and general welfare of the citizens of both Parties.

Fort Bliss acknowledges that the City's stated goal for the City's Animal Shelter is to reach a no-kill status equivalent to a 90% live release rate by 2020. In order to achieve this goal, Fort Bliss 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.

**3. SCOPE OF SERVICES:** The City shall perform the following animal control services by and through its Department of Animal Services:

3.1 The City will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that Fort Bliss delivers via the Fort Bliss Contractor to the Shelter. The City will board each animal that Fort Bliss 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, house for adoption or transfer purposes, or euthanize and dispose of the animal.

3.1.1 The City shall recoup from all animal owners who reclaim their animal at the Shelter all applicable fees in order to mitigate charges to Fort Bliss. The Parties agree to fees set by the City of El Paso as outlined in Schedule C of the Budget Resolution. Fees under this IGSA will be what the City charges the general public for these services.

3.1.2 The current prices are listed in the accompanying Order which will be renewed annually with current/updated prices.

a. The charges include a one-time fee for each unowned dog or cat delivered to the Shelter by Fort Bliss via the DPW Contractor, pursuant to Section 3.1 of this Agreement. These fees include any and all costs (except a euthanasia fee), including the cost of impoundment and the daily kenneling cost.

b. For any animal other than a dog or cat the fees are noted in the Order; for a horse they will be higher as noted in the Order.

c. If any animal's owner reclaims the animal at the Shelter, as a condition of reclaiming the animal, all expenses shall be paid by the owner at the time of pickup. The City shall not bill these fees to Fort Bliss.

d. All of the fees described in this section will be based on actual animals delivered to the Shelter.

e. For each animal delivered to the Shelter by Fort Bliss via the Contractor, that is neither adopted out nor reclaimed by the owner within the time limits set by the Shelter, the animal will be euthanized if the animal cannot be adopted or transferred. If the animal is deemed adoptable by the City, Fort Bliss will be financially responsible only for the animal's first three days if the animal is a stray (i.e. no microchip, collar, tags, etc.) or for the animal's first six days if the animal has indicia of ownership (i.e. microchip, collar, tags, etc.), with this time period beginning on the day after the date of delivery to the Shelter. The euthanasia fee is not included in the amounts described in this section.

f. A daily quarantine fee is charged for any animal delivered to the Shelter by Fort Bliss via the Contractor that is injured, has or is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. If a quarantined animal's owner reclaims the animal at the Shelter and pays any quarantine fee to the City, then the City shall credit Fort Bliss on the monthly invoice for those quarantine fees originally billed to Fort Bliss and paid by the owner.

g. The parties acknowledge that extra fees may be necessary in the event of an unexpected occurrence such as an outbreak or epidemic (i.e., rabies) on Fort Bliss. The Director of Public Works (DPW) at Fort Bliss shall serve as a point of contact to discuss threats such as these, the intervention necessary, and any additional costs that Fort Bliss may incur.

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

4.1 The City shall issue to the DPW point of contact at Fort Bliss an invoice by the tenth business day of the month for fees accrued during the preceding month. Fort Bliss shall pay the City, within 30 days after submission of a proper invoice, the prices stated in the IGSA or changes to those prices which have been mutually agreed upon. GSA Standard Form 1034 will be used to accept services from the City. In the event of an overpayment to the City, Fort Bliss 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 Fort Bliss 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 Fort Bliss exclude any and all direct taxes and those indirect taxes to which Fort Bliss is immune or to which the City is immune in its own capacity in providing goods and Services to Fort Bliss.



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 Fort Bliss in writing without the need to formally amend this Agreement.

4.5 Fort Bliss 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 entered into in the City and County of El Paso, Texas and shall be governed by the laws of the State of Texas. The venue shall be in El Paso County, Texas.

**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 CONTRACTORS:** The City and Fort Bliss 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 Fort Bliss 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.

**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 either this Agreement or an Order under it, the Parties agree try to reach mutual agreement in the proper interpretation of this Agreement or an Order under it, including amendment or termination of this Agreement or the Order, as necessary, or by escalating the dispute within their respective organizations.

**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 and Orders under it 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 claims and disputes made by contractors and employees of the City are the responsibility of the City unless otherwise agreed to in writing by the Fort Bliss Garrison Commander.

**8. 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 addresses stated in Section 18 of this Agreement, 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 relocation without the necessity of amending this contract. This Agreement automatically terminates after five years from the effective date of the Agreement.

**9. LIABILITY:** The City agrees and shall hold and save Fort Bliss free from all damages, claims, suits of whatsoever nature arising from or incidental to this Agreement and Orders under it, except for damages due to the fault or negligence of Fort Bliss 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:**

10.1 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 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.

**11. 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. This IGSA will be reviewed annually on or around the anniversary of its effective date.

**12. TERM OF AGREEMENT:** The term of this Agreement is for the period beginning on the 20<sup>th</sup> day of March, 2018 and ending on the 19<sup>th</sup> day of March, 2023.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. REPRESENTATIVES OF THE PARTIES:**

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

**FORT BLISS:** 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

**19. 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.

*(Signatures begin on the following page)*

Signature page for the City of El Paso, Intergovernmental Support Agreement  
between the Fort Bliss Garrison and the City of El Paso, Texas.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.


CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Josette Flores  
Assistant City Attorney

APPROVED AS TO CONTENT:

 *Acting Fire Chief*  
\_\_\_\_\_  
Mario D'Agostino  
Fire Chief *Kebschull*

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Paula Powell, Interim Director  
Department of Animal Services

Signature page for the Fort Bliss Garrison, Intergovernmental Support Agreement  
between the Fort Bliss Garrison and the City of El Paso, Texas.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

**DEPARTMENT OF THE ARMY**

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Steve O. Murphy  
Colonel, U.S. Army  
Commanding

APPROVED:

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Norbert S. Walker  
Attorney-Advisor (Contracts)  
Administrative and Civil Law

*(Signatures continue on the following page)*