

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

DEPARTMENT: Environmental Services

AGENDA DATE: November 10, 2015

CONTACT PERSON NAME AND PHONE NUMBER: Ellen A. Smyth, Director, (915) 212-6060

DISTRICT(S) AFFECTED: All; El Paso County

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

SUBJECT:

That the Mayor of the City of El Paso be authorized to sign an Interlocal Agreement (2nd amendment) between the City of El Paso and the County of El Paso, Texas for the period September 1, 2015 through August 31, 2016, for the provision of environmental services by the City of El Paso for El Paso County.

BACKGROUND / DISCUSSION:

The scope of services will include environmental services performed in El Paso County by the Environmental Services Department for investigation and enforcement of Texas Health and Safety Code statutes regarding air quality, animal shelter services and vector control services.

This amendment specifically addresses the ability of the City to charge the County for strays turned in by residents of unincorporated areas of the County directly to the City's Animal Shelter.

PRIOR COUNCIL ACTION:

Previous interlocal agreement (1st amendment) between the City of El Paso and El Paso County was authorized on January 13, 2015.

AMOUNT AND SOURCE OF FUNDING:

N/A


BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Ellen A. Smyth, P.E.



October 29, 2015

Name

Signature

Date

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Second Amendment to the Interlocal Agreement between the City of El Paso and the County of El Paso, Texas, for the provision of public health and environmental services ("Services"), dated July 8, 2014, to clarify that, from September 1, 2015 through August 31, 2016, the County shall pay up to SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00), to cover all costs, including the impound fee, the kenneling fee and the quarantine fee for animals delivered to the City's Animal Shelter (the "Shelter"), by residents of the unincorporated areas of the County who do not own the animals they are delivering to said Shelter.

(Signatures on following page)

Dated this _____ day of _____ 2015.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

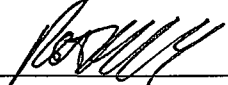
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM



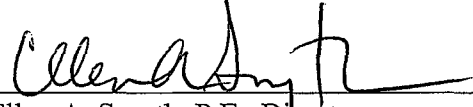
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT



Robert Resendes, MBA, MT(ASCP)
Director, Department of Public Health

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS) SECOND AMENDMENT TO INTERLOCAL AGREEMENT
)
) BETWEEN THE COUNTY OF EL PASO AND THE CITY OF
) EL PASO, TEXAS FOR PUBLIC HEALTH AND COUNTY OF
 EL PASO) ENVIRONMENTAL SERVICES

This Second Amendment to Interlocal Agreement is entered into between the City of El Paso and the County of El Paso, Texas ("County"), Texas, by their authorized officials for public health and environmental services. This Agreement automatically renews from September 1st through August 31st from year to year unless otherwise terminated by either party.

RECITALS

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

WHEREAS, on July 8, 2014, the City and the County entered into an Interlocal Agreement (“Interlocal Agreement”) for the provision of public health and environmental services by the City’s Department of Public Health and its Department of Environmental Services to the unincorporated areas of the County; and

WHEREAS, on January 27, 2015, the City of El Paso entered into a First Amendment to Interlocal Agreement between the County of El Paso, and the City of San Elizario, Texas for public health and environmental services, to allow for the County to pay for the health and environmental services being provided by the City of El Paso to the City of San Elizario for FY15, among other things; and

WHEREAS, the First Amendment to Interlocal Agreement specified that it was in effect until August 31, 2015, which means that beginning September 1, 2015, the City of San Elizario is no longer a party to the Interlocal Agreement between the City of El Paso and the County of El Paso, Texas; and **WHEREAS**, the parties acknowledge that neither the Interlocal Agreement for public health and environmental services entered into between the City of El Paso and the County, dated July 8, 2014, nor the First Amendment to that document dated January 27, 2015, specified that the County would pay for animals delivered by County residents to the City of El Paso's Animal Shelter; and

WHEREAS, the parties desire that the City no longer bear the sole financial responsibility for the cost of boarding and euthanizing those animals delivered to the City of El Paso's Animal Shelter by those County residents who reside in the unincorporated areas of the County and who do not own the animals they are delivering to the City of El Paso's Animal Shelter; and

WHEREAS, this Agreement is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the

County and the City of El Paso mutually agree as follows:

1. SERVICE. The City of El Paso agrees to provide the health and environmental services, as described in the City of El Paso-County Interlocal Agreement, to the County except that Section 1.2.2.1 shall be amended as follows:

1.2.2.1 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 is delivered to the Shelter either by the County Sheriff's Department or by residents of the unincorporated areas of the County who deliver animals which they do not own to said Shelter. The City will board each animal that is delivered to the Shelter either by the County Sheriff's Department or by residents of the unincorporated areas of the County which are delivered to said Shelter, 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.

2. COMPENSATION. Sections 9.3 and 9.4 of the City of El Paso - County Interlocal Agreement for the period of September 1, 2015 to August 31, 2016 shall be amended as follows, however in no event shall the County pay more than \$60,000.00 for any animals that are delivered to the City Animal Shelter by residents of the unincorporated areas of the County in one contract year:

9.3 The County agrees to pay a one-time fee in the amount of EIGHTY FIVE AND NO/100 DOLLARS (\$85.00) for each unowned dog or cat and ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$115.00) for each owned dog or cat delivered to the Shelter either by the County Sheriff's Department or by residents of the unincorporated areas of the County who do not own the animals they are delivering pursuant to Subsection 1.2.2.1 to this Agreement. This fee includes any and all costs, including the \$55.00 cost of impoundment and the \$10.00 daily kenneling cost. The County agrees to pay an impound fee of \$55.00 and a daily kenneling fee of FIFTEEN AND NO/100 DOLLARS (\$15.00), for any animal other than a dog or cat, such as but not limited to livestock, horse, pig, or chicken delivered to the Shelter either by the County or by residents of the unincorporated areas of the County who do not own the animals they are delivering pursuant to Subsection 1.2.2.1 to this Agreement. If any animal's owner reclaims the animal at the Shelter and pays fees to the City pursuant to Subsection 1.2.2.1.1, then the City shall credit the County for those fees which were originally billed to the County and subsequently billed to and paid by the Owner for that reclaimed animal, in an amount not to exceed \$85 for unowned dogs and cats and in an amount not to exceed \$115 for owned dogs and cats and a credit in the actual amount originally billed to the County and paid by the

Owner for all other animals, on the subsequent monthly invoice to the County. This fee will be billed separately from the monthly allocated amount addressed in Section 9.1 and will be based on actual animals delivered to the Shelter by the County Sheriff's Department or by residents of the unincorporated areas of the County who do not own the animals they are delivering to the City Shelter. The City may charge and retain its customary fees to residents of the unincorporated areas of the County who deliver animals they own to the City Shelter.

9.4 In addition to the impound fee of \$55.00 per animal delivered to the Shelter either by the County or by residents of the unincorporated areas of the County who do not own the animals they are delivering pursuant to Subsection 1.2.2.1 to this Agreement for those services rendered pursuant to Subsection 1.2.2.1 to this Agreement, the County also agrees to pay a daily quarantine fee of TEN AND NO/100 DOLLARS (\$10.00) for any animal delivered to the Shelter either by the County or by residents of the unincorporated areas of the County who do not own the animal they are delivering 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 the County for those quarantine fees originally billed to the County and paid by the owner on the subsequent monthly invoice to the County. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the County. This fee will be billed separately from the monthly allocated amount addressed in Section 9.1 and will be based on actual animals quarantined at the Shelter. The City may charge and retain its customary fees to residents of the unincorporated areas of the County for animals owned by them that require quarantine.

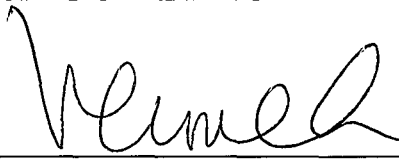
3. Except as amended by this Second Amendment, the Interlocal Agreement for public health and environmental services between the City of El Paso and the County of El Paso, shall remain in full force and effect.

(Signature pages follow)

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

APPROVED this 5th day of October, 2015.

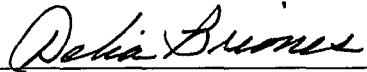
COUNTY OF EL PASO




County Judge Veronica Escobar

ATTEST:

APPROVED AS TO FORM:



County Clerk Delia Briones



Assistant County Attorney

(Signatures continue on the following page)

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

APPROVED this _____ day of _____, 2015.

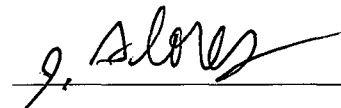
CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



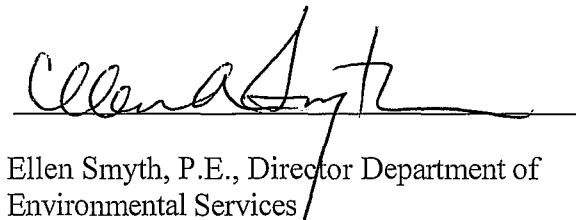
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Resendes, MBA, MT(ASCP)
Department of Public Health, Director

APPROVED AS TO CONTENT:



Ellen Smyth, P.E., Director Department of
Environmental Services