

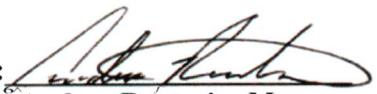
## RESOLUTION

### TOWN OF HORIZON CITY

That the Mayor be authorized to sign the revised Interlocal Agreement with the County of El Paso for Animal Welfare Services in FY 2025 on behalf of the Town of Horizon City and that payment in the amount of \$55,318.00 as specified therein is also authorized.

Passed and approved the 8<sup>th</sup> day of October 2024

TOWN OF HORIZON CITY

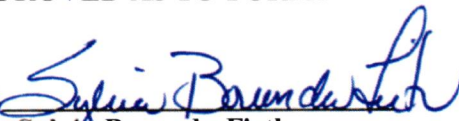
By:   
Andres Renteria, Mayor

ATTEST:

By:   
Elvia Schuller TRMC



APPROVED AS TO FORM:

By:   
Sylvia Borunda Firth  
Assistant City Attorney

## **INTERLOCAL AGREEMENT FOR ANIMAL WELFARE SERVICES**

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

### **RECITALS**

WHEREAS, the County of El Paso and Horizon City 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 Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Horizon City desires to have the County of El Paso's designated local rabies control authority serve as Horizon City'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 Horizon City 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 Horizon City 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 Horizon City. Horizon 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.
- 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. Horizon City 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 Horizon City. 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 Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities to Horizon City on a monthly basis via email.



## **II. LOCATION OF PERFORMANCE**

The place where the services are to be performed is in Horizon City, 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 Horizon City'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 Horizon City.

- 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 Horizon City.
- B. If Horizon City 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, Horizon City 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. Horizon City 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. Horizon City shall provide the County a copy of any new or updated municipal ordinances relevant to this Agreement thirty calendar days prior to the effective date of the same. Additionally, Horizon City shall provide the County a copy of all current and relevant statutes for the County's enforcement on or before October 1<sup>st</sup> each year that this Agreement is in effect. The County will only enforce the ordinances or Orders adopted and provided by Horizon City according to this section.

3. The County of El Paso agrees that any citations issued for the violation of a municipal animal regulation will be filed with Horizon City 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. Horizon City 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 October 2024 and shall terminate on the 30th day of September 2027, regardless of the date of execution of this Agreement, and which shall serve as the term of this Agreement. The County shall have the option to renew this agreement for five one-year terms upon the same terms and conditions contained in this agreement by providing written notice to Horizon City.

#### **VI. COMPENSATION**

- A. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS (\$55,318) 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 EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS (\$18,439.34) with the first payment due and payable on the 2nd day of October 2024 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.
- B. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS (\$55,318) 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 EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS (\$18,439.34) with the first payment due and payable on the 2nd day of October 2025 or within 15 days after the date that Horizon City signs this Agreement, whichever is later.
- C. Horizon City agrees to pay FIFTY-FIVE THOUSAND THREE HUNDRED AND EIGHTEEN DOLLARS (\$55,318) 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 EIGHTEEN THOUSAND FOUR HUNDRED AND THIRTY NINE AND 34/100 DOLLARS (\$18,439.34) with the first payment due and payable on the 2<sup>nd</sup> day of October 2026 or within 15 days after the date that Horizon City 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, 320 S. Campbell, 1<sup>st</sup> Floor, 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) calendar days in advance of the effective date of termination.

## **VIII. MISCELLANEOUS**

- A. 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 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 manner.

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

HORIZON  
CITY: Andres Renteria  
Mayor, Horizon City  
14999 Darrington  
Horizon City, TX 79928



- 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.
- G. Severability. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- H. Sovereign Immunity Acknowledged and Retained. The Parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by the County of any immunities from suit or liability that the County may have by operation of law. The County retains all governmental immunities.
- I. No Personal Liability. This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a Party to this Agreement.
- J. Compliance with Laws. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

**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* 10/28/2024  
Ricardo A. Samaniego Date  
County Judge

*Crystal D. Reyes* 11/19/2024  
Crystal Reyes Date  
Interim Director of Animal  
Welfare Department

**HORIZON CITY**

*Andres Renteria* 10/8/24  
Andres Renteria Date  
Mayor