

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

DEPARTMENT: Environmental Services

AGENDA DATE: November 12, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director
(915) 621-6719

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a Memorandum of Understanding by and between the City of El Paso and Humane Alliance, in order for the City to become National Spay/Neuter Response Team ("NSNRT")-certified and for the City to receive technical support in the set-up and operation of a high-volume spay-neuter clinic, to reduce the overpopulation of unwanted dogs and cats.

BACKGROUND / DISCUSSION:

The proposed Memorandum of Agreement with the Humane Alliance will provide technical support for the set-up of a Spay/Neuter Clinic for Animal Services. There are no funds required for this program.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

n/a

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

THAT the City Manager be authorized to sign a Memorandum of Understanding by and between the City of El Paso and Humane Alliance, in order for the City to become National Spay/Neuter Response Team ("NSNRT")-certified and for the City to receive technical support in the set-up and operation of a high-volume spay-neuter clinic, to reduce the overpopulation of unwanted dogs and cats.

PASSED AND APPROVED by the City Council of the City of El Paso in El Paso, Texas, on this the _____ day of _____, 2013.

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:



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



HUMANE ALLIANCE

NSNRT Memorandum
of Understanding
March 2013

Please initial next to each statement to indicate that you have read and understand the following:

RESPONSIBILITIES OF YOUR ORGANIZATION:

General

_____The parties acknowledge that the City is a Texas municipality and must comply with applicable statutes and regulations. In the event of any conflict between this MOU and the laws of the State of Texas, the City will abide by Texas state law. The City will comply with the laws of the State of Texas.

_____Your organization will be responsible for raising at least \$125,000 for start-up costs – this allows for \$85,000 for medical equipment, \$5,000 for miscellaneous equipment and \$35,000 cash-on-hand to cover your operational cost while you are building your patient load. Remodeling costs, pre-opening expenses and costs to send your team to Asheville for training are in addition to this \$125,000. The parties acknowledge that all required purchases are subject to the public procurement laws of the State of Texas.

_____Your organization understands that for the Humane Alliance model to be successful, you must be able to perform 35 surgeries per day (per veterinarian), 5 days per week, 48 weeks per year (typical breakdown = 25% FD, 25% MD, 25% FC, 25% MC) based on a next-day release pattern. If you elect for same-day release or a blended approach, then you will be more challenged to safely and consistently reach 35 per day.

_____Your organization is responsible for strategic planning and coalition building with your regional animal welfare groups. Failure to do so may significantly compromise your clinic's ability to achieve high volume and therefore compromise your sustainability.

_____The Humane Alliance model is based on high-volume surgeries with very limited vaccines/testing offered only at the time of surgery. We do not recommend expanded wellness services (nor do we offer training for such) as these detract from your ability to efficiently reach your spay/neuter goals.

_____Your organization agrees to provide Humane Alliance with basic surgery and/or clinic data on a quarterly basis, or in a timely manner as requested by Humane Alliance.



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_____ Your organization agrees to provide Humane Alliance with updated contact information as changes in management and/or location occur.

_____ When at Humane Alliance for training, your organization understands that Humane Alliance may take photographs, videos or written statements of any organization representative or employee and use those images or statements for Humane Alliance's promotional, grant-writing and social media purposes, in accordance with any relevant City personnel policies and practices and subject to the City's prior approval.

Training

_____ If, for some reason, you do not complete the NSNRT training (your one week in Asheville, followed by one week at your clinic), your organization will not be considered to have been mentored by Humane Alliance or to be part of the NSNRT. You may not refer to your clinic as part of the NSNRT or imply training by Humane Alliance until you have completed both steps of the training process.

_____ You will send both a medical and administrative team to Asheville for training. The medical team will consist of a veterinarian(s) and at least two medical support people (vet tech and vet assistant). The administrative team must consist of at least one management-level representative such as a Director of Clinic Operations or Executive Director. Humane Alliance does not provide training for volunteers, board members and temporary or non-core staff.

_____ Your organization is responsible for the hiring of a veterinarian(s) that understands and agrees to perform at or above the Humane Alliance Veterinary Standards of Care. While your veterinarian will have significant discretion regarding the medical protocol used at your clinic, the Humane Alliance Veterinary Standards of Care must be met at all times and the standards of care and scope of duties/work adopted by the City's appropriate departmental personnel policies and procedures or practices.

_____ Your organization will be responsible for "institutional memory" in regard to the ongoing adherence to the Humane Alliance Veterinary Standards of Care despite staffing changes and in accordance with the standards of care and scope of duties/work adopted by the City's appropriate departmental personnel policies and procedures or practice. Humane Alliance offers additional training opportunities for any newly-hired staff called Workshops.



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_____ Your organization will be responsible for obtaining a North Carolina temporary license for your veterinarian – please contact Sarah Hess at sarah@humanealliance.org to obtain a copy of the NC Temporary License application. We encourage you to begin this process two months prior to your training date. Training cannot occur unless your veterinarian has a NC temporary license.

_____ Your organization will be responsible for the salaries, travel expenses, and room and board expenses for your training team for the week they are in Asheville.

Building & Equipment

_____ Your organization will be responsible for locating an appropriate clinic site. Square footage and other suggestions for site selection are found in the *Building Resource Guide*.

_____ Your organization is responsible for making sure your building complies with all state veterinary regulations as well as zoning and building requirements.

_____ Your organization understands that, while Humane Alliance will assist you with initial floor plans for your clinic, your organization will need to secure the services of a company to draw professional architectural plans, as well as a contractor to manage the renovation.

_____ Your organization is responsible for having all necessary equipment and supplies on-site, assembled and functional when the NSNRT training team arrives at your clinic. The standard equipment list is provided upon NSNRT acceptance. Required items are clearly marked on this equipment list.

RESPONSIBILITIES/CONTRIBUTION OF THE NSNRT:

_____ The NSNRT will analyze a budget specific to your community.

_____ The NSNRT will be available to assist your organization in floor plan design.

_____ The NSNRT will provide you with a complete training manual to provide ongoing technical support.



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_____The NSNRT will provide one week of training for your entire staff at our clinic in Asheville.

_____The NSNRT will provide one week of training for your entire staff at your clinic upon opening.

_____At your request, the NSNRT will provide an additional one-week of consultation onsite at your clinic. You must request this consultation within six months of your initial training.

_____The NSNRT will be available to address an open house at your clinic during your first week of operation to explain the clinic operation, mission, and answer any questions the public and/or local veterinarians may have.

_____The NSNRT will be available for ongoing questions/mentoring after the initial training is complete.

_____Termination: Either party may terminate this MOU at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

_____Expenditures: All expenditures by the City required under this MOU are payable only out of current City of El Paso revenues. In the event that funds relating to this MOU do not become available, such as by City Council not appropriating the funds, the City shall have no obligation to make unfunded expenditures during the time that funding is not available or appropriated. Should the City experience a funding unavailability, either party may choose to terminate the MOU subject to the termination provisions of this MOU.

_____Independent Contractors: Grantor and the City are independent legal entities. Nothing in this MOU 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 term of the MOU. Neither Grantor nor the City 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 MOU.



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City of El Paso, TX

Name: _____

Position: _____

Signature: _____

Date: _____

Humane Alliance of Western North Carolina

Name: Quinn MARZINA

Position: EB

Signature: [Handwritten Signature]

Date: 9-30-13

CITY CLERK DEPT.
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