



CITY HALL  
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**Board of Directors Meeting  
Thursday, September 28, 2023 at 9:00  
AM**

**Meetings can be viewed live at  
[lascruces.civicweb.net](http://lascruces.civicweb.net)**

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1. <b><u>CALL TO ORDER AND PLEDGE OF ALLEGIANCE</u></b>	
2. <b><u>DETERMINATION OF A QUORUM</u></b>	
3. <b><u>ACCEPTANCE OF AGENDA</u></b>	
4. <b><u>MINUTES FOR APPROVAL</u></b>	
4.1. Approval of the Minutes from the regular ASCMV Board Meeting held August 24th, 2023. <a href="#">08-24-23 ASCMV Minutes</a>	3 - 15
5. <b><u>REPORTS/PRESENTATIONS</u></b>	
5.1. City and County ACO Reports - City Animal Control and County Animal Control	
5.2. Shelter Statistics/Activities - Clint Thacker <a href="#">AUGUST 2023 STATISTICS REPORT</a>	16 - 18
5.3. Committee Reports	19 - 28
a. Finance - Barbara Bencomo, Committee Chair	
b. Executive - Manuel Sanchez, Committee Chair	
c. Facilities - Kasandra Gandara, Committee Chair	
<a href="#">ASCMV Unaudited Financials FY24 August 2023 - signed</a>	
6. <b><u>DISCUSSION ITEMS</u></b>	
7. <b><u>ACTION ITEMS</u></b>	
7.1. Resolution 2023-12: Carry Forward Grant Funds and Adjust the FY2024 Budget	

- 7.2. Resolution 2023-13: A Resolution to Recommend A New Joint Powers Agreement Between the City of Las Cruces and County of Dona Ana, As Well As A Memorandum of Understanding Between the City of Las Cruces and The Animal Services Center of the Mesilla Valley.
- 7.3. Resolution 2023-14: Amend the Contract of Clint Thacker, Executive Director for the ASCMV

8. **PUBLIC INPUT**

9. **CHAIR AND BOARD COMMENTS**

10. **ADJOURNMENT**

**ANIMAL SERVICE CENTER OF MESILLA VALLEY**

**August 24, 2023 at 9:00 a.m.**

**BOARD MEMBERS PRESENT:**

- Manuel Sanchez - Chairman
- Becky Corran - Board Member
- Yvonne Flores - Board Member
- Fernando Macias - Board Member
- Barbara Bencomo - Ex-Officio Member
- Mary Lou Ward - Ex-Officio Member

**BOARD MEMBERS ABSENT:**

- Kasandra Gandara - Vice-Chair
- Christopher Schaljo-Hernandez – Board Member

**I. Call to Order & Pledge of Allegiance (9:01 a.m.):** Chair Sanchez called the meeting to order.

**II. Determination of Quorum:** A quorum was determined to be present.

**III. Changes to Agenda and Approval of Agenda:** Motion by Board Member Corran, second by Board Member Macias. Motion passed.

**IV. Minutes**

**A. Approval of the Minutes from ASCMV Meeting July 27, 2023:** Motion by Board Member Corran, second by Chair Sanchez. Board Member Flores abstained. Motion passed.

**V. Reports/Presentations**

**A. CfPP Presentation: Broken Promises.** Jeanne Gilbert, secretary of the Coalition for Pets and People spoke on behalf of Broken Promises Southwest. This is a non-profit organization established in Las Cruces in 2010. They humanely address community cat overpopulation issues through TNR. They operate a small feline sanctuary on the East Mesa, which also hosts pigeons, doves, hens, roosters, all animals that have special needs and cannot be released. All services are provided free of charge. Primary funding comes from donations. They TNR'd 122 cats since January 2023. There are three different kinds of traps used: drop trap, Tru Catch trap, and kitten trap. Joe Miele, the Director, instructs people on how to humanely trap. They has been instrumental in helping trap and stabilize the cat population in the community. They rescue cats from the shelter as their resources allow. They also operate a cattery inside PetSmart. More

1 volunteers are always needed. Year to date, they has had 14 cats adopted,  
2 for a total of 350 cats since their organization was first established in 2010.

3  
4 This year they have spent \$20,000 on medical expenses, including TNR,  
5 surgeries as well as dentals, diagnostics, and medications. A photo shown  
6 featured a Styrofoam cooler which is modified to as shelters for community  
7 cats in inclement weather.

8  
9 Board Member Macias suggested a name change to Promises Kept.

10  
11 **B. City and County ACO Reports - City and County Animal Control:** Bryan  
12 Hulsey reported County July numbers with 252 reported stray animals; 219  
13 animals were picked up; 52 cats, 167 stray dogs. Picked up 10 sick/injured  
14 animals, two cats and eight dogs. Ten dogs were owner surrendered. Four-  
15 year comparison of stray animals showed it decreased slightly. A four-year  
16 field return to owners comparison. July there were 24 field RTOs. Additional  
17 animals included 10 owner surrendered dogs, 10 injured animals, eight  
18 welfare holds, one shelter quarantine, three home quarantines, and two bite  
19 quarantine dogs. There are four currently being held as live evidence at  
20 County facility. No rabies submissions this month. There were six diverted  
21 intakes. There were 398 general education visits, on microchipping,  
22 vaccinations, general care and maintenance for animals. There were 782  
23 calls total for July. Animals picked up per county district: District 1 had  
24 seven total dogs; District 2 had a total of 28, three cats and 25 dogs; District  
25 3 had a total of 70, 28 cats and 32 dogs; District 4 had a total of 35, 5 cats  
26 and 30 dogs; District 5 had a total of 30, four cats and 26 dogs; District 6  
27 had a total of nine dogs; District 7 had a total of 40, 12 cats and 28 dogs.  
28 A comparison graph of stray cats was shown, as well as one for stray dogs.  
29 Reasons for owner surrenders: One owner wasn't able to keep the dog on  
30 the property; two for vicious or livestock attacks; one dog was sick; two  
31 owners were not able to care for; three dogs were aggressive; one had  
32 behavior issues. He also reported on the ACES project; 84 residences, 23  
33 officers went through the area for follow-ups. There were 111 total hours  
34 on the project. There were 31 initial warnings for citations for the first  
35 project. When officers went to follow up, they had seven that were final  
36 written warnings or citations from the second project, a rate of compliance  
37 of 77%.

38  
39 Board Member Flores asked what happened to the vicious owner surrender  
40 animals. They were taken to the ASCMV and assessed. If it was a court  
41 mandated on vicious/dangerous, owner has 30 days to comply with state  
42 statute, and return of animals, otherwise the animals is euthanized. Chair  
43 Sanchez noted the large number of dogs and asked about possible causes.  
44 No specific reason has been identified. Board Member Ward mentioned  
45 that County Animal Control is almost fully staffed. Being more fully staffed

1 means more animals are being picked up. They have new scanners, and  
2 also training to keep animals with their families.

3  
4 Gino Jimenez reported the City's July numbers: 557 reported strays; 232  
5 gone on arrival; apprehended, 325; impounded, 263, 168 dogs and 95 cats.  
6 Successful field RTO 62 animals, unsuccessful RTO of 32, for a total of 94  
7 identifiable animals. Three-year comparison shows 557 animals for July,  
8 total of 3,563 for the year. The three-year field RTO graph shown with 315  
9 for the year. Looks like RTO will exceed the previous two years.  
10 Community cat program graph shown and they responded to 66 cats in  
11 traps, of which five were released. This year's total is 468 cat calls, 91 of  
12 those were released. Reasons for owner surrender: Seven for aggression;  
13 four for inability to care for the animal; three were sick or injured dogs; two  
14 dogs for financial reasons; three dogs that bit the owner; two dogs kept  
15 escaping; two dogs the owner unsuccessful in rehoming; one for behavioral  
16 issues; one for lack of space; one dog over 80 lbs. that the owner couldn't  
17 handle; one dog was loud and destructive; and one older dog, owner  
18 requested euthanasia. Reasons unable to field RTO: 20 had no contact  
19 with registered owner; five had unregistered microchips; four animals  
20 microchips were never updated; two had no answer at the chip company;  
21 one owner was out of town and said would pick up the animal from the  
22 ASCMV. Peak performance measures, goal number one: 65% of reported  
23 stray animals are secure. Goal one, the ACOs were able to secure 64.1%  
24 of all stray animal calls for July, and last month was 65%. 25% of stray  
25 animals were secured and RTO'd in the field. Goal two, ACOs were able to  
26 secure 13.7% of those animals with field RTO. Goal three, 10% reduction  
27 of stray animal bites, which was a 38% increase from July 1 through 31st of  
28 2023, as compared to 2022. Goal four, 10% reduction in owner victim bites,  
29 which was a 25.4% increase. There were 1,277 calls for the month, for a  
30 total of 8,417 for the year. They had 12 hours of presentations at National  
31 Night Out event. All Officers are currently training for NACA I and II.  
32 Scholarships were obtained for all the staff. They have accumulated 86  
33 hours of training.

34  
35 Board Member Flores asked how the department is able to field such a high  
36 number of calls and if more funding is needed. Mr. Jimenez stated if current  
37 trends continue, they may reach 16,000 calls for the year. They would rather  
38 being doing community outreach, educational projects, and impact projects,  
39 but this is what is needed. As the City grows call for service will grow as  
40 well. More staff could allow more outreach. Board Member Flores  
41 questioned whether some of the calls might not need a response. The  
42 majority calls are for strays which is 50% of the call volume, and the rest  
43 are for care, maintenance, ordinance questions, barking complaints. Bites  
44 and vicious calls take precedence and are top priority. Board Member Ward  
45 asked whether the call total includes follow ups. It does, but that number is  
46 relatively low.

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2       **C. Shelter Statistics/Activities:** Clint Thacker introduced the new Animal  
3 Service Center Community Cat Program Manager, Mayura Quinn. Ms.  
4 Quinn spoke about her enthusiasm for the position and the program, which  
5 addresses an extreme need in the community. She is impressed by the  
6 cooperation among staff and the community to achieve a high volume of  
7 work.

8  
9       Mr. Thacker stated currently there are 474 animals at the facility. The goal  
10 is to keep that low due to smaller staff right now. Keep the number of  
11 animals at the facility where they can be adequately cared for. The intake  
12 was 983, 664 dogs, and 310 cats. Reasons for intake: 51% are strays  
13 brought by ACOs; next largest number is strays brought in by the public;  
14 16.5% were owner surrenders, with smaller numbers for returns and welfare  
15 holds. Returns were 13 dogs total and three cats. Returns are always  
16 asked, did you follow the suggestion of three, which is three days, three  
17 weeks, three months. Three days to let the animal get accustomed, three  
18 weeks to know the behavior and routine of the home, and three months to  
19 fully adjust and give the animal a chance. When owners cite their issues  
20 such as behavior problems, allergies, staff tries to help, but ultimately the  
21 Center takes the animal back. There were 188 diverted intakes, higher than  
22 last month. When strays/lost animals are brought in by the public, staff offer  
23 suggestions; go for a walk, put signs up, ask around. Majority of animals  
24 are owned within a square mile of where found. Animals leaving the Center,  
25 almost 20% were adopted, reclaims almost 14%, rescued were 17%. The  
26 euthanasia rate in July was 33.5%, meaning there was a 65.5% live release  
27 rate. That number is high because of the high numbers of animals coming  
28 in versus the low number at the Center to provide adequate level of care.  
29 Mr. Thacker thanked the local nonprofits who have accepted transfers from  
30 ASCMV. Bernalillo County Animal Care visited ASCMV along with other  
31 facility directors. A tour was given of our new facility, as well as the old  
32 facility. Bernalillo mentioned our high number of cats and requested  
33 receiving some. Our rescue coordinators Amy and Liz helped with the  
34 transfer. And continue that in the future. Euthanasia reasons, main reason  
35 is medical, space. They were looked at because needing space, but also  
36 because they have medical issues. Surgeries 299 in July, year to date over  
37 2,000. There is an incredible surgical team working hard. Volunteers  
38 worked a total of 693 hours, cleaning kennels and cat rooms, collecting  
39 food. Volunteer program is exploding due to the coordinator, Yoli, who is  
40 wonderful at what she does; attends most events. The total volunteers  
41 might be decreasing as the system is purged of inactive volunteers in a  
42 specific timeframe. Some volunteers only attend one event, or just the  
43 training and Mr. Thacker would like feedback on these volunteers. They  
44 attended Best Friends National Conference with Yoli. In the animal world  
45 there is Maddie's Fund that helps organizations, and one thing is they  
46 review the volunteer program, for which Yoli has signed up. The total

1 visitors 1,655 for July. The website views were 39,000. Facebook is a great  
2 way to get information to responsible pet owners. Views are 12,800. There  
3 is a new ad on the radio, Ms. McFluffy face, for spay and neuter. Upcoming  
4 events include the Farmers Market on Saturday, September 2nd, PetSmart  
5 on September 9th, and the Brewer on 28th. Every weekend they are out,  
6 sometimes two places at once; animals will be available, staff will answer  
7 questions and provide information. Shylo and Angel, Animals of the Week.

8  
9 Chair Sanchez asked about the next vaccination and microchipping at the  
10 Field of Dreams. October 15th, and are trying to secure microchip and  
11 vaccine sponsors. Chair Sanchez mentioned the possibility of a volunteer  
12 dog wash at the event as well.

13  
14 **D. Committee Reports**

15  
16 **1. Finance - Barbara Bencomo, Committee Chair:** Board Member  
17 Bencomo reported they are reviewing financials monthly but on a  
18 quarterly schedule to bring to the board. That presentation is  
19 scheduled for October, the first quarter of the fiscal year. July  
20 revenues were 20% of the budget, as they front end load revenue  
21 from the City and County. Expenditures were below budget  
22 parameter at 8%. Insurance is also front-end loaded, so 11%. The  
23 first month always looks a little funny but no unexpected line items or  
24 issues with the budget. Also they reviewed items related to the  
25 upcoming Class and Comp study the ASCMV is undertaking. There  
26 might be some adjustments to salaries. Actual to budget will be  
27 monitored to determine if a budget amendment will be needed later  
28 on in the fiscal year. Now monitoring and awaiting the study,  
29 particularly for the vacant veterinarian position. Also any other  
30 associated increases for equity or other reasons. Also discussed  
31 draft changes to the JPA and MOU, which will be presented today.  
32 The Finance Committee meets the week before the Board meeting,  
33 which will be Thursday, September 21st, at 2:30 pm.

34  
35 **2. Executive – Manuel Sanchez, Committee Chair:** There was a brief  
36 meeting discussing today's agenda, what was anticipated. Also a  
37 discussion on the cat cages that were not to spec. The corrected  
38 items per spec will be received. Also discussed the opportunity to  
39 possibly purchase the non-conforming cats cages. Mr. Thacker  
40 stated the cost would be \$60,000, which is a 20-25% discount.  
41 Hopefully getting that finalized and move forward. Chair Sanchez  
42 didn't know if this was discussed with the Finance Committee.  
43 Discussion on budget and plan this in there. These cat cages might  
44 give some flexibility at the ASCMV. Board Member Bencomo asked  
45 about the total associated expenditures, just cages or any facility  
46 retrofits required and would there be additional expenditures related

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to these nonconforming cages. Mr. Thacker stated there are no changes, no retrofitting, individual cages that could put on wheels if desired, and no future expenditures. The timing for the expenditure is unknown, but within this fiscal year, probably next three months. There is some grant money can be used for general support. Board Member Bencomo suggested flexibility with grants. Currently they are tracking the budget with respect to the actual to budget parameter, looking at vacant positions, timing to fill positions, potential for utilizing those funds. If expenditure is early in the year, then typically track and evaluating potential impacts for around mid-year, as to adjustments. She explained that the Finance Committee was looking at the budget carefully and that there may not be room for adjustments. Mr. Thacker said they will discuss it in the Finance Committee meeting once the idea is more solidified.

**3. Facilities - Kasandra Gandara, Committee Chair:** Mr. Thacker reported on the new kennels that are completed and installed on the inside. The outside do not have tops on, and are getting a quote to get that completed. They were value engineered out of the project, and are getting that completed and a quote. Also discussed the Community Cat Program and the manager. Discussed the cement project, and a quote from Jaynes, utilizing money from the \$150,000 grant, using \$80,000 from that and some funds left over from Center for that project as well. Hopefully two to three before starting. Not a whole pod to pod pour of cement, but smaller rectangles that fit the get acquainted rectangle fence area. And also crusher fines around the edges. Not a great solution due to possible diseases, but gets completed with cement bottom and get acquainted. In further years be able to fill the areas of crusher fine with cement. The fire alarm went off at the new Center and the chain of phone calls works, due to the phone call he received 6:00 a.m. Upon his arrival a crew was cleaning the air conditioning ducts, which had caused dust to settle on the alarms. The Fire Department also responded.

Mr. Thacker spoke further on the cement project, as his original request was to have the entire area one big cement slab, making it easier to clean off. The current plan is to have areas around the get acquainted cement slabs that are just rock, cannot be cleaned. This was original slated to be a large slab but was bioengineered out to do just rocks. This was explained it just will not work and a compromise was to do cement slabs, but they do not go from pod to pod.



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**VI. DISCUSSION ITEMS:**

**A. Update on the new JPA and the new MOU between the City of Las Cruces and the ASCMV:** The current JPA dates from 2012 and many things have changed; the ownership of the property, previously the city of Albuquerque had an interest and that has been removed. There's a new building and structures that have been added to the site. The fiscal agent services that are outlined in the JPA need to be updated due to changes and responsibilities. Now is a good time to come back to the agreement, make sure it still addresses the needs of the parties involved. The review that has actually been underway for quite some time has yielded quite a few recommendations for changes. First, there's a recommendation for a structural change in the JPA: remove the fiscal agent responsibilities from the JPA and create an MOU. This follows a template that's being used for South Central Solid Waste JPA and MOU, which was adopted 2022. The JPA is approved by the City, the County, and the State Department of Finance and Administration. An MOU would only need to be approved by the ASCMV and the City by resolution and therefore could be more easily updated if the responsibilities of the City and the Center changed with respect to the services that are being provided. That allows more flexibility for those particular services. JPA draft changes are being proposed that remove any language pertaining to fiscal agent responsibilities and moved into the MOU.

Another recommended change to the JPA is to Board membership. Currently, there are six voting members stipulated in the JPA; three City elected officials or staff, three County elected officials or staff, and two ex officio or non-voting members, which are the City Manager, County Manager, or their designees. The draft changes recommend for eight voting members: one elected official from the City, and one from the County, one City Manager designee, one County Manager designee, and then a total of four public appointees, two from the City, and two from the County. There are changes related to clarifying language in the JPA. Some under the real and personal property, as mentioned previously. The City Clerk reviewed the JPA and recommended the inclusion of some language regarding the Open Meetings Act. Previously in the JPA there was different language for the situation which a Board Member could be removed, whether the Board Member was from the City or from the County. In the proposed changes there now is one statement that applies to any Board Member for which they could be removed. Clarified the language that defines the budgetary reserve, and also the budget development process.

Additionally included term limits for the Board: A maximum of two two-year terms could be served. Previously the language said there could be

1 renewals with no limitation. Meeting recommended changes are to have  
2 quarterly meetings instead of monthly meetings, therefore, there the  
3 attendance threshold was raised from 25% to 50%. We added to the duties,  
4 rights and authority of the Center to indicate what the Center is providing to  
5 the community. This is similar to some language in the South Central Solid  
6 Waste Authority's JPA that just defines the services provided. Then City  
7 Legal's review of the JPA recommended adding language to stipulate  
8 periodic review and renewal of the JPA to be every five years. There has  
9 been extended time between the last JPA and the recent review and this  
10 with keep it fresh and applicable to all the parties.

11  
12 Currently the Center does not have an associated MOU with the JPA for  
13 fiscal agent services. Those are outlined in the JPA, but again the  
14 recommendation is to create an MOU. All of the service providers from the  
15 City were asked to weigh in and list all of the services to be provided to the  
16 Center. ASCMV reviewed those to make sure they were in agreement with  
17 the services to be provided; so Finance, HR, IT, Risk, and Fleet all have  
18 outlined services to be provided in the draft MOU. We also have the duties  
19 of the Center. Compensation for services is to be based upon an annual  
20 cost allocation study that the City already undergoes. That study is utilized  
21 to establish the costs for other JPA entities, including MRVDA, and South  
22 Central Solid Waste Authority. The City would be in alignment with that for  
23 the Center. The current JPA has language about compensation that set a  
24 specific dollar amount back in 2012, and then an increase based on  
25 inflation. But it didn't have any relationship back to the actual services being  
26 provided. The cost allocation study that we undergo every year really starts  
27 with an agreement of what services are being provided and are needed by  
28 the entity, and then what are the costs of those associated services. Again,  
29 it's renewed every year, so it would be something that would take place in  
30 the fall in advance of the budget development that we typically do in the  
31 spring of every year.

32  
33 The next steps for updating the JPA and establishing the MOU would of  
34 course be today at this work session for Board input on the documents that  
35 were provided to you. City and County Legal review would need to take  
36 place based on any changes or additions to the documents. City and  
37 County would need to approve, as governing bodies, any changes to the  
38 JPA and MOU. Then of course there would be State approval required for  
39 the JPA ultimately as we renew that document as well. Director Clint  
40 Thacker and Board Member Macias were also part of the review and  
41 proposed changes for the two documents.

42  
43 Board Member Corran expressed thanks for this work. She agreed with the  
44 proposal to switch to quarterly instead of monthly meetings because Board  
45 Members are volunteers. She also liked the fact that the new documents'  
46 structure would now mirror other organizations, and have a predictable,

1 understandable relationship that they can work on each year without  
2 requiring State approval. She approves of members of the public being  
3 represented on the Board.  
4

5 Board Member Flores asked who were involved in restructuring the JPA.  
6 Board Member Bencomo, Mr. Thacker, Board Member Macias, and past  
7 Assistant City Manager, Eric Enriquez. The associated legal departments  
8 have reviewed the proposed changes and made recommendations as well.  
9 City Clerk, Christine Rivera, recommended adding language related to the  
10 Open Meetings Act. Mary Lou Ward, Ex-Officio Board Member. Assistant  
11 County Manager Deb Weir. Board Member Macias mentioned Gino  
12 Jimenez and Lieutenant Wiitala.  
13

14 Board Member Flores expressed concerns. She agrees with the idea of  
15 members of the public serving on the Board. She agrees that the JPA  
16 needs to be updated, especially due to land ownership changes. She  
17 thanked all who have worked on the JPA. She dislikes the idea of one  
18 person from each governmental agency. Having four public members and  
19 only two elected officials, she said "No." And would not be able to support  
20 that. She stated that elected officials are important because they are the  
21 people held accountable if the Board fails to comply with the rules and  
22 regulations of the JPA. She would like to request a workshop on this to fully  
23 discuss and have legal represented there also. Board Member Bencomo  
24 asked whether the work session would be on discussion related to the  
25 Board membership structure. Board Member Flores stated she would like  
26 to discuss the entire JPA proposal. She does not like term limits for Board  
27 Members as there needs to be understanding the organization's history.  
28 This presentation was to get input from the Board. Board Member Flores  
29 mentioned two Board Members missing from today's meeting. She states  
30 the structural stuff is questionable to her. And need to review the  
31 relationship between the City and the County and the respective duties and  
32 obligations.  
33

34 Board Member Bencomo asked for confirmation that the Board make up  
35 and term limits were a concern, as well as further discussion on the JPA  
36 and MOUS. Board Member Flores added that the substantive rights and  
37 responsibilities of the County and the City. Board Member Macias stated  
38 this is a first sharing. These are only recommendations. He stated it has  
39 been his opinion is that elected officials are stretched among many different  
40 obligations and committees, and he pointed out that two officials are absent  
41 from this meeting as they are at other meetings. Although we have these  
42 boards, ultimately it's the City Council and the County Commission that are  
43 making decisions. This Board gives input, it suggests directions, but the  
44 commitment of funding, the commitment of personnel, ultimately comes  
45 from the City Council and the County Commission, not necessarily this  
46 Board, or the other Boards that exist. Historically the County has only had

1 two elected officials. He stated he shouldn't be here, but I'm here because  
2 we don't have another County Commissioner willing to assume the  
3 responsibility. This reflects on the number and time commitments that  
4 elected officials have. There are at least 13 committees that elected officials  
5 sit on. Why not open it up to have public representatives? You have so  
6 many good individuals in this community, far more informed of animal  
7 security or safety issues than perhaps even some of the Board members.  
8 He also acknowledged that there are people in the community who know  
9 far more than he does about the intricacies of animal care and the dynamics  
10 that are occurring in the community. Public would enhance the role, give  
11 greater opportunity to have participation in decision making related to  
12 actions of the City and the County. If someone were to say not to diminish  
13 the role of the elected officials so quickly, that there could be a transition,  
14 then remove the City Manager and the County Manager and just put two  
15 more, either a Commissioner or another Councilor on. Find a balance if  
16 there is concern with not enough elected officials, based on majority of the  
17 Board believes. These meetings spend a lot of time hearing reports, which  
18 is important, but use portions of these meetings to have more of the policy  
19 discussion, so in a meeting or two ready to make presentations to both the  
20 County Commission and the City Council for changes. The term limits apply  
21 to members of the public because the City Council and County Commission  
22 at some point will transition anyway as they have limits already. For those  
23 in the community it would be good to transition with so many strong  
24 advocates. He suggested returning the City and County Manager to roles  
25 as ex officio members. There is value having higher management  
26 participating in the process, they help maintain a degree of continuity in the  
27 discussions and bringing finality to the discussions, and bringing matters  
28 forward to the Commission, being resources for the entire advisory board.  
29 That is why have management level and encourage as high management  
30 level as possible to be participating in the process.

31  
32 Board Member Flores thanked him and reiterated her concern about liability  
33 of Board Members. Chair Sanchez is not opposed to having a work session  
34 to discuss the JPA. His recommendation is get more finalized. The Board  
35 that's currently meeting has final recommendations. Based off of initial  
36 input, there can be a work session for digging into it a little more. That way  
37 closer to more of details that have been ironed or approved by Legal. He  
38 is in support of what has been proposed today. Having people on the Board  
39 that have experience, interactions with the ASCMV, hearing their voices and  
40 recommendations directly from them would be an asset to the ASCMV as  
41 well as the County Commission and the City Council. The ASCMV Board  
42 recommendation still go through City and County, to increase budget,  
43 change policies, etc. Without the members of the public, the rescues, the  
44 actions of the ASCMV and everything done in the community, does not work  
45 without them.  
46

1 Board Member Bencomo stated she would characterize today's document  
2 as being a very advanced slate of recommendations, again to the extent  
3 they have already been reviewed by Legal, as well as multiple parties. She  
4 suggests taking this documentation and utilize it as the basis for that  
5 discussion and additional input. Chair Sanchez asked about the timeline  
6 for approval. There is no specific timeline as to when this will come forward  
7 to Council and Commission. Board Member Corran mentioned the Board  
8 membership will change as of January 1st, and urged completion by that  
9 date. Chair Sanchez would like to target October for approval of the JPA,  
10 giving time if needs be. This Board would review and make a  
11 recommendation to the County Commission and City Council for adoption  
12 before proceeding. More discussion ensued about the timeline for Board  
13 discussion and potential action. Board Member Macias does not expect  
14 any legal issues. The State Board of Finance has a variety of appointees to  
15 it. He mentioned that liability insurance policy covers anyone who is acting  
16 in an official capacity for either the City or the County. Chair Sanchez will  
17 add this to the agenda for September 28th. Board Member Bencomo  
18 stated if the ASCMV Board is going to adopt by resolution a  
19 recommendation to the Council and Commission, it would be advantageous  
20 to have a work session prior to September 28 Board meeting, allowing for  
21 a resolution to be crafted. Board Member Flores asked Board Member  
22 Macias for more information the JPA about Board Member liability. Board  
23 Member Macias stated it is State law of policies of both City and County.  
24 Chair Sanchez suggested the week for September 4th or 11th, for a work  
25 session focused on the JPA.

26  
27 **VII. ACTION ITEMS:**

- 28  
29 **A. Resolution 2023-11: Amend the Contract of the ASCMV Executive**  
30 **Director, Clint Thacker:** Chair Sanchez explained that the information  
31 packet for this meeting does not specify a salary number because at the  
32 time it was prepared, Chair Sanchez didn't have any current number from  
33 which to calculate the 5% increase recommended by the Board. Mr.  
34 Thacker's current salary is \$120,702.40. The recommended increase of  
35 5%, would be \$6,035.12, so annual salary of \$126,737.52.

36  
37 Motion by Board Member Corran, second by Board Member Flores. Motion  
38 passed.

- 39  
40 **VIII. PUBLIC INPUT:** Jeanne Gilbert mentioned the lack of opportunity for public input  
41 on the presentations by Animal Control, and also the Shelter Statistics. She stated  
42 that 66 cats in traps for the month of July in the City and only 5 were released, and  
43 questioned why the number is so small. She is hoping that the cats didn't have  
44 eartips, as they could be microchipped or have identification. Also she asked on  
45 the Peak Performances and the word secure was confusing as 25% are returned  
46 to the owner. If they are already RTO, they are secure. So clarification on the

1 word secure, which was used elsewhere in the presentations. Mr. Jimenez  
2 explained secure only means that the ACO secured, not the citizen or animal. The  
3 five that were released because they met the requirements for a community cat,  
4 i.e. ear-tipped, microchipped, vaccinated, and/or spay/neuter.  
5

6 **IX. CHAIR AND BOARD COMMENTS:** Mary Lou Ward gave an update Animal  
7 Control of Doña Ana County encountered a dog that was malnourished that has  
8 gone viral. The dog plus a second dog were picked up the next day, removed from  
9 the owner's property, and both are in the custody of Callista Animal Hospital. They  
10 came first to County ACO, owner released them, and then ownership turned over  
11 to Calista Animal Hospital and doing better. The owner has been held  
12 accountable.  
13

14 **IX: Adjournment (10:52 a.m.)** Board Member Corran moved and Board Member  
15 Macias seconded. The next board meeting is September 28th. Notice will be  
16 provided regarding the work session on the JPA.  
17

18 BOARD OF DIRECTORS  
19

20 \_\_\_\_\_  
21 Manuel Sanchez, Chairperson  
22

23 \_\_\_\_\_  
24 Kasandra Gandara, Vice-Chair  
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26 \_\_\_\_\_  
27 Becky Corran, Board Member  
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29 \_\_\_\_\_  
30 Yvonne Flores, Board Member  
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32 \_\_\_\_\_  
33 Fernando Macias, Board Member  
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35 \_\_\_\_\_  
36 Christopher Schaljo-Hernandez, Board Member  
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39 Barbara DeLeon, Ex Officio Member  
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\_\_\_\_\_  
Mary Lou Ward, Ex Officio Member

ATTEST:

\_\_\_\_\_  
Amanda Lopez Askin, County Clerk

**Animal Services Center of the Mesilla Valley**  
 Monthly Statistics Report-July 2023

		<b>Dogs</b>	<b>Cats</b>	<b>Rabbits</b>	<b>Reptiles</b>	<b>Pocket Pets</b>	<b>Avian E</b>	<b>Avian L, W</b>	<b>Livestock</b> <i>(horse, goat, sheep, pig, donkey)</i>	<b>Total</b>
<b>INTAKE</b>	<b>City of Las Cruces</b>									
	Owner Surrender	82	49			1				132
	Returned Adoptions	4	1							5
	Seized/Welfare Hold	24	0							24
	Strays (brought in by the public)	67	37							104
	Strays (brought in by Animal Control)	108	103					1		212
	Wildlife							1		1
	<b>Subtotal City of Las Cruces</b>	<b>285</b>	<b>190</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>478</b>
	<b>Doña Ana County</b>									
	Owner Surrender	59	4							63
	Returned Adoptions	0	0							0
	Seized/Welfare Hold	8	8							16
	Strays (brought in by the public)	34	42							76
	Strays (brought in by Animal Control)	161	108							269
	Wildlife									3
	<b>Subtotal Doña Ana County</b>	<b>262</b>	<b>162</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>427</b>
	Anthony, NM	10	5							15
	Hatch	0	0							0
	Mesilla	2	1							3
	Sunland Park	18	0							18
	WSMR	1	0							1
	Born In Care	3	0							3
	Community Cats									0
	Jurisdiction Unknown/Other									0
	Transfers In									0
	<b>Total Intake</b>	<b>581</b>	<b>358</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>945</b>



		Dogs	Cats	Rabbits	Reptiles	Pocket Pets	Avian E	Avian L, W	Livestock <small>(horse, goat, sheep, pig, donkey)</small>	Total
<b>OUTCOME</b>	<b>Admin Missing</b>									
<i>(city and county)</i>	Foster-Escaped									0
	Foster-Lost Contact									0
	Foster-Stolen From									0
	FTA-Escaped									0
	FTA-Lost Contact									0
	FTA-Stolen From									0
	FTA-Gave Away									0
	Offsite-Missing									0
	Offsite-Stolen From									0
	Shelter-Escaped									0
	Shelter-Missing									0
	Shelter-Stolen From									0
	<b>Subtotal Admin Missing</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Adoptions</b>	<b>127</b>	<b>90</b>	<b>4</b>						<b>221</b>
	<b>Expired in Shelter Care</b>	<b>5</b>	<b>1</b>					<b>1</b>		<b>7</b>
	<b>Expired in Foster Care</b>	<b>0</b>	<b>4</b>							<b>4</b>
	<b>DOA</b>									<b>0</b>
	<b>Return to Owner</b>	<b>98</b>	<b>1</b>							<b>99</b>
	<b>Transferred Out (Rescues)</b>	<b>98</b>	<b>59</b>			<b>1</b>				<b>158</b>
	<b>Community Cats (TNR)</b>	<b>0</b>	<b>75</b>							<b>75</b>
	<b>Wildlife Release</b>									<b>0</b>
	<b>Owner Request Euthanasia</b>	<b>80</b>	<b>13</b>							<b>93</b>
	<b>Euthanized</b>									<b>0</b>
	Behavior - Aggressive - Dog	19	0							19
	Behavior - Aggressive - Other Animals									0
	Behavior - Aggressive - People	1	3							4
	Behavior - Feral	4	35							39
	Behavior - High Arousal Level									0
	Behavior - Problem Eliminator									0
	Behavior - Resources Guarding									0
	Behavior - Timid									0
	Behavior - Timid - Fear Biter	4	4							8
	Court Order									0
	Medical - Distemper Suspect - Resp/GI									0
	Medical - Distemper - Exposed	3	0							3
	Medical - Distemper - TX									0
	Medical - Distemper - Non TX									0
	Medical - Failure of Vital Function									0
	Medical - Failure To Thrive	11	9							20
	Medical - Felv									0
	Medical - FIV									0
	Medical - General	8	8	1						17

		Dogs	Cats	Rabbits	Reptiles	Pocket Pets	Avian E	Avian L, W	Livestock <small>(horse, goat, sheep, pig, donkey)</small>	Total
	Medical - Geriatric	0	1							1
	Medical - HW Positive - TX									0
	Medical - HW Positive - Non TX									0
	Medical - Mange - TX									0
	Medical - Mange - Non TX									0
	Medical - Mass									0
	Medical - Neurological									0
	Medical - Organ Failure									0
	Medical - Parvo - Exposed	1	0							1
	Medical - Parvo - TX									0
	Medical - Parvo - Non TX	16	0							16
	Medical - Pregnant									0
	Medical - Prolapse									0
	Medical - Respiratory Signs - TX	3	1							4
	Medical - Respiratory Signs - Non TX	5	30							35
	Medical - Ringworm	1	10							11
	Offsite Euthanasia									0
	Rabies Suspect - General									0
	Rabies Suspect - Injured									0
	Rabies Suspect - Sick/Symptomatic									0
	Rabies Suspect - Wildlife									3
	Severe Injuries - Animal Attack									0
	Severe Injuries - General	2	8							10
	Severe Injuries - Hit By Car	1	5							6
	Space - Behavior	37	3							40
	Space - General	17	0							17
	Space - Medical	95	0							95
	Wildlife - Nuisance									0
	<b>Subtotal Euthanized</b>	<b>228</b>	<b>117</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>349</b>
	<b>Euthanasia Rate</b>	<b>39.2%</b>	<b>32.7%</b>	<b>#DIV/0!</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>na</b>	<b>36.9%</b>
	<b>Total Outcome</b>	<b>636</b>	<b>360</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1,006</b>
<b>Grand Total</b>	<b>Intake*</b>	<b>581</b>	<b>358</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>945</b>
	<b>Outcome*</b>	<b>636</b>	<b>360</b>	<b>5</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1,006</b>
<b>Statistics</b>	<b>Live Release Rate</b>	<b>58.6%</b>	<b>65.8%</b>	<b>80.0%</b>	<b>na</b>	<b>100.0%</b>	<b>na</b>	<b>#DIV/0!</b>	<b>na</b>	<b>61.5%</b>
	<b>Euthanized, Expired in Care, DOA</b>	<b>233</b>	<b>122</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>360</b>
	<b>Average Intake/day</b>	<b>18.7</b>	<b>11.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.1</b>	<b>0.0</b>	<b>30.5</b>
	<b>Average Outcome/day</b>	<b>20.5</b>	<b>11.6</b>	<b>0.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>32.5</b>
	<b>Average Euthanizations/day</b>	<b>7.4</b>	<b>3.8</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>11.3</b>
	<b>Average RTO/day</b>	<b>3.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>3.2</b>
	<b>Average Adoptions/day</b>	<b>4.1</b>	<b>2.9</b>	<b>0.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>7.1</b>

## MEMORANDUM

**To:** Animal Service Center of the Mesilla Valley Board of Supervisors  
**From:** Josie Trevino, Comptroller **Initials:** JT  
**Date:** September 18, 2023

**Subject:** Animal Service Center of the Mesilla Valley Preliminary Unaudited Financial Report for August 31, 2023.

Attached are the unaudited financial results of the Animal Service Center operations for the period ended August 31, 2023. Some observations for your consideration:

- The Statement of Net Position (page 1) reported cash of \$1,199,195 in the General Fund. Total assets were \$1,345,866. Accrued payroll liabilities ended at \$118,761. Total liabilities were \$430,737. The unassigned fund balance was \$915,129.
- The Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (page 2) showed YTD operating revenues in the General Fund at \$1,237,185 which is 27.1% of budget. YTD operating expenditures were \$530,942 which is 11.4% of budget. The operating income for the period was \$706,243.
- Operating revenues were at 27.1% due to initial contributions of 22.0% of the budget from the City of Las Cruces and Dona Ana County. City of Las Cruces return to owner revenues are at 17.5% which is contributing to the 27.1% total revenues. Insurance was at 30.4% of budget. All other expenditures were below the budget parameter of 16.7%
- The Grants and Donations Schedule, page 8, provides a summary of grants and donations received.

CC: Joshua Saffell, Accounting Supervisor  
CC: Veronica Ulloa, Accountant I

**Initials:** JS  
JS  
**Initials:** VU  
VU

Agenda Item #5.3.

**Animal Service Center of the Mesilla Valley  
Statement of Net Position  
August 31, 2023 (Unaudited)**

	<u>Fund 7440 General Fund</u>	<u>Fund 7441 Capital Projects</u>	<u>Fund 9440 Capital Assets</u>	<u>Statement of Net Position</u>
<b>Assets</b>				
<b>Current Assets</b>				
Cash & investments	\$ 1,199,195	\$ 28,012	\$ -	\$ 1,227,207
Accounts receivable	146,671	-	-	146,671
<b>Total Current Assets</b>	<u>1,345,866</u>	<u>28,012</u>	<u>-</u>	<u>1,373,878</u>
<b>Capital Assets</b>				
Equipment, net of accum depr	-	-	318,456	318,456
<b>Total Capital Assets</b>	<u>-</u>	<u>-</u>	<u>318,456</u>	<u>318,456</u>
<b>Total Assets</b>	<u>1,345,866</u>	<u>28,012</u>	<u>318,456</u>	<u>1,692,334</u>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts payable	(16,132)	-	-	(16,132)
Accrued wages payable	97,049	-	-	97,049
Accrued payroll liabilities	118,761	-	-	118,761
Revenue collected in advance	231,059	-	-	231,059
<b>Total Current Liabilities</b>	<u>430,737</u>	<u>-</u>	<u>-</u>	<u>430,737</u>
<b>Fund Balance</b>				
Required reserve	-	-	-	-
Restricted	-	28,012	-	28,012
Unassigned	915,129	-	318,456	1,233,585
<b>Total Fund Balance</b>	<u>915,129</u>	<u>28,012</u>	<u>318,456</u>	<u>1,261,597</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 1,345,866</u>	<u>\$ 28,012</u>	<u>\$ 318,456</u>	<u>\$ 1,692,334</u>

**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance - Budget and Actual  
For the Period Ended August 31, 2023 (Unaudited)**

	<b>Budget</b>	<b>Actual</b>	<b>Actual/Bgt %</b>
<b>Revenues</b>			
Vaccinations	53,010	2,154	4.1%
Pet micro-chip	30,292	1,830	6.0%
Onsite adoptions	90,000	13,410	14.9%
Return to owner-DAC	15,806	1,670	10.6%
Return to owner-CLC	25,792	4,502	17.5%
Spay/neuter	79,349	8,156	10.3%
Dona Ana County	2,048,154	595,827	29.1%
City of Las Cruces	2,048,184	595,835	29.1%
City of Anthony	6,000	-	0.0%
Donations & memorials	25,052	2,861	11.4%
Grant Revenue	110,000	-	0.0%
City of Sunland Park	2,858	-	0.0%
Village of Hatch	335	-	0.0%
Other revenue	26,973	4,453	16.5%
Investment income	-	6,487	
<b>Total revenues</b>	<b>4,561,805</b>	<b>1,237,185</b>	<b>27.1%</b>
<b>Expenditures</b>			
Salary	2,443,091	323,650	13.2%
Benefits	888,155	110,546	12.4%
Temp agency services	25,000	-	0.0%
Repairs and maintenance	34,214	24	0.1%
Services	624,900	51,404	8.2%
Supplies	436,303	21,612	5.0%
Insurance	67,200	20,410	30.4%
Other	44,638	3,296	7.4%
Capital outlay	80,000	-	0.0%
<b>Total expenditures</b>	<b>4,643,501</b>	<b>530,942</b>	<b>11.4%</b>
Net income (loss)	<b>(81,696)</b>	<b>706,243</b>	
<b>Net change in Fund Balance</b>	<b>\$ (81,696)</b>	<b>706,243</b>	
<b>Beginning Fund Balance</b>		208,886	
<b>Ending Fund Balance</b>		<b>\$ 915,129</b>	
<b>BUDGET PARAMETER</b>			<b>16.7%</b>

**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance - Budget and Actual - Executive Director  
For the Period Ended August 31, 2023 (Unaudited)**

	<u>Budget</u>	<u>Actual</u>	<u>Actual/Bgt %</u>
<b>Expenditures</b>			
Salary	122,513	18,901	15.4%
Benefits	57,568	8,695	15.1%
Temp agency services	-	-	0.0%
Repairs and maintenance	-	-	0.0%
Services	500	-	0.0%
Supplies	3,125	15	0.5%
Insurance	-	-	0.0%
Other	2,238	281	12.6%
Capital outlay	80,000	-	0.0%
<b>Total expenditures</b>	<u>265,944</u>	<u>27,892</u>	<b>10.5%</b>

**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance - Budget and Actual - Medical Director  
For the Period Ended August 31, 2023 (Unaudited)**

	<u>Budget</u>	<u>Actual</u>	<u>Actual/Bgt %</u>
<b>Expenditures</b>			
Salary	654,019	74,359	11.4%
Benefits	232,914	26,470	11.4%
Temp agency services	-	-	0.0%
Repairs and maintenance	-	-	0.0%
Services	88,900	-	0.0%
Supplies	171,542	12,859	7.5%
Insurance	-	-	0.0%
Other	14,000	1,831	13.1%
Capital outlay	-	-	0.0%
<b>Total expenditures</b>	<u><b>1,161,375</b></u>	<u><b>115,519</b></u>	<b>9.9%</b>

**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance - Budget and Actual - Kennel Director  
For the Period Ended August 31, 2023 (Unaudited)**

	<b>Budget</b>	<b>Actual</b>	<b>Actual/Bgt %</b>
<b>Expenditures</b>			
Salary	1,075,357	142,470	13.2%
Benefits	368,646	43,669	11.8%
Temp agency services	25,000	-	0.0%
Repairs and maintenance	34,214	24	0.1%
Services	110,500	-	0.0%
Supplies	178,436	7,346	4.1%
Insurance	-	-	0.0%
Other	26,200	265	1.0%
Capital outlay	-	-	0.0%
<b>Total expenditures</b>	<b>1,818,353</b>	<b>193,774</b>	<b>10.7%</b>



**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance - Budget and Actual - Administrative Operations  
For the Period Ended August 31, 2023 (Unaudited)**

	<u>Budget</u>	<u>Actual</u>	<u>Actual/Bgt %</u>
<b>Expenditures</b>			
Salary	591,202	87,920	14.9%
Benefitis	229,027	31,712	13.8%
Repairs and maintenance	-	-	0.0%
Services	425,000	51,404	12.1%
Supplies	83,200	1,391	1.7%
Insurance	67,200	20,410	30.4%
Other	2,200	922	41.9%
<b>Total expenditures</b>	<u><b>1,397,829</b></u>	<u><b>193,758</b></u>	<b>13.9%</b>

**Animal Service Center of the Mesilla Valley  
Statement of Revenues, Expenditures,  
and Changes in Fund Balance as of August 31, 2023 (Unaudited)**

	<b>General Fund</b>				
	<b>7440</b>				
	<u>Revised Budget</u>	<u>July 2023</u>	<u>August 2023</u>	<u>Total</u>	<u>Actual/Bgt %</u>
<b>Revenues</b>					
Vaccinations	53,010	1,014	1,140	2,154	4.1%
Pet micro-chip	30,292	855	975	1,830	6.0%
Onsite adoptions	90,000	7,180	6,230	13,410	14.9%
Return to owner-DAC	15,806	1,075	595	1,670	10.6%
Return to owner-CLC	25,792	2,545	1,957	4,502	17.5%
Spay/neuter	79,349	4,061	4,095	8,156	10.3%
Dona Ana County	2,048,154	450,594	145,233	595,827	29.1%
City of Las Cruces	2,048,184	450,600	145,235	595,835	29.1%
City of Anthony	6,000	-	-	-	0.0%
Donations & memorials	25,052	1,478	1,383	2,861	11.4%
Grant revenue	110,000	-	-	-	0.0%
City of Sunland Park	2,858	-	-	-	0.0%
Village of Hatch	335	-	-	-	0.0%
Other revenue	26,973	2,158	2,295	4,453	16.5%
Investment income	-	2,748	3,739	6,487	0.0%
<b>Total revenues</b>	<u>4,561,805</u>	<u>924,308</u>	<u>312,876</u>	<u>1,237,185</u>	<u>27.1%</u>
<b>Expenditures</b>					
Salary	2,443,091	83,312	240,337	323,650	13.2%
Benefits	888,155	28,140	82,406	110,546	12.4%
Temp agency services	25,000	-	-	-	0.0%
Repairs and maintenance	34,214	-	24	24	0.1%
Services	624,900	26,019	25,385	51,404	8.2%
Supplies	436,303	-	21,612	21,612	5.0%
Insurance	67,200	7,916	12,494	20,410	30.4%
Other	44,638	687	2,609	3,296	7.4%
Depreciation	-	-	-	-	0.0%
Capital outlay	80,000	-	-	-	0.0%
<b>Total expenditures</b>	<u>4,643,501</u>	<u>146,074</u>	<u>384,867</u>	<u>530,942</u>	<u>11.4%</u>
Net Operating Income (Loss)	<u>(81,696)</u>	<u>778,235</u>	<u>(71,991)</u>	<u>706,242</u>	
Net Change in Fund Balance	<u>\$ (81,696)</u>	<u>\$ 778,234</u>	<u>\$ (71,991)</u>	<u>\$ 706,242</u>	

**Animal Service Center of the Mesilla Valley  
Grants and Donations Schedule  
as of August 31, 2023**

Fund	Project	Project Name	Award Amount	Life-to-Date Expenditures	Remaining Balance	Type	End Date	Purpose
7440	11944	Maddie's Pet Foster Care COVID Stimulus	\$ 10,000	9,841	\$ 159	Local Grant	Until Spent	Supports ASCMV Foster Care Efforts
7440	74223	Humane Society	\$ 2,400		2,400	Local Grant	Until Spent	
7440	Unassigned	Pet Smart Charities	\$ 1,000	-	\$ 1,000	Local Grant	Until Spent	
7440	74221	TNR Mobile Unit	\$ 150,000	-	\$ 150,000	Local Grant	6/30/2024	Exclusively for the purchase of a new TNR mobile unit
7440	74224	McCune Foundation	\$ 2,500	-	\$ 2,500	Local Grant	Until Spent	SPONSOR 250 MICROCHIPS AT AN ASCMV LOW-COST PUBLIC PET VACCINATION/MICROCHIPPING CLINIC
7440	74230	PETCO LOVE AWO 2022	\$ 75,000		\$ 75,000	Local Grant	Until Spent	Petco Love 2022 Animal Welfare Organization (AWO) grant cycle award to be used for any lifesaving purpose.

**Total \$ 231,059**

**Signature:**   
Veronica Ulloa (Sep 18, 2023 13:59 MDT)

**Email:** veulloa@las-cruces.org

**Signature:**   
Joshua Saffell (Sep 18, 2023 16:51 MDT)

**Email:** jsaffell@las-cruces.org










# ASCMV FINANCIAL STMTS FY24-01-August 2023 SSS

Final Audit Report

2023-09-18

Created:	2023-09-18
By:	Veronica Ulloa (veulloa@las-cruces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnAAxNyEZ0pjyU8twkRSQeT799G-xPawC

## "ASCMV FINANCIAL STMTS FY24-01-August 2023 SSS" History

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**ANIMAL SERVICE CENTER OF THE MESILLA VALLEY  
RESOLUTION NO. 2023-12**

**A RESOLUTION TO ADJUST THE FY2024 BUDGET TO REFLECT ACTUAL GRANT REVENUES  
AND EXPENSES CARRIED FORWARD FROM FY2023, FOR A TOTAL AMOUNT OF \$101,787  
PER EXHIBIT “A”.**

The Animal Services Center of the Mesilla Valley (ASCMV) Board of Directors is hereby informed that:

**WHEREAS**, the ASCMV was the recipient of a \$10,000 Maddie’s Pet Foster Care grant, a \$150,000 Carroll Petrie Mobile Units grant in FY2022, which was allowed to be re-direct towards general lifesaving purposes, and a \$75,000 Petco Love Animal Welfare Organization (AWO) grant; and

**WHEREAS**, the ASCMV seeks to carry forward any remaining and unspent grant funding awarded through these grants into FY2024; and

**WHEREAS**, the grant funding will continue to be used for lifesaving purposes, including support for the newly built ASCMV Adoption Center.

**NOW THEREFORE**, be it resolved by the Board of Directors for the Animal Services Center of the Mesilla Valley:

**(I)**

**THAT** the FY2024 adopted budget will be hereby amended as shown in Exhibit “A”, attached hereto and made part of this resolution, and is hereby adopted.

**(II)**

**THAT**, once approved, a copy of the signed, recorded resolution and any supporting documentation will be submitted to the City of Las Cruces, as fiscal agent, for submission to the Department of Finance and Administration (DFA) for approval and incorporation into its (City of Las Cruces) respective budget for inclusion in the FY2024 budget for the ASCMV.

**(III)**

**THAT** the ASCMV staff be and hereby are authorized to take any action necessary to implement and comply with the budget submitted and approved as part of this resolution.

**PASSED AND APPROVED this 28<sup>th</sup> day of September, 2023.**

\_\_\_\_\_  
Board Chairperson

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**VOTE:**

Manuel Sanchez, Chair \_\_\_\_\_  yea  nay

Kasandra Gandara, Vice-Chair \_\_\_\_\_  yes  nay

Christopher Schaljo-Hernandez, Member \_\_\_\_\_  yea  nay

Becky Corran, Member \_\_\_\_\_  yea  nay

Fernando Macias, Member \_\_\_\_\_  yea  nay

Yvonne Flores, Member \_\_\_\_\_  yea  nay

Barbara Bencomo, Ex-Officio Member \_\_\_\_\_  yea  nay

Mary Lou Ward, Ex-Officio Member \_\_\_\_\_  yea  nay

**ATTEST:**

\_\_\_\_\_  
Amanda López Askin, Ph.D., County Clerk

**CITY OF LAS CRUCES**  
**BUDGET ADJUSTMENT REQUEST**  
**BUDGET FISCAL YEAR 2023-24**

*Exhibit "A"*

	7440 ANIMAL SERVICES CENTER 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
	<b>RESOURCES</b>			
Beginning Balance	\$ 303,982	303,982	0	303,982
<b>Revenues</b>				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	4,426,753	4,426,753	0	4,426,753
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	25,052	25,052	0	25,052
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	81,696	110,000	101,787	211,787
Debt Service	0	0	0	0
<b>Total Revenues</b>	<b>4,533,501</b>	<b>4,561,805</b>	<b>101,787</b>	<b>4,663,592</b>
<b>TOTAL RESOURCES</b>	<b>\$ 4,837,483</b>	<b>4,865,787</b>	<b>101,787</b>	<b>4,967,574</b>
<b>Expenditures</b>				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
ASCMV	4,533,503	4,643,503	101,787	4,745,290
<b>Total Expenditures</b>	<b>\$ 4,533,503</b>	<b>4,643,503</b>	<b>101,787</b>	<b>4,745,290</b>
<b>Other Resources</b>				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
<b>Total Other Resources</b>	<b>\$ 0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Accrual Adjustments	0	0	0	0
<b>ENDING BALANCE</b>	<b>\$ 303,980</b>	<b>222,284</b>	<b>0</b>	<b>222,284</b>



- Type of Action:**
- Resolution
  - Ordinance
  - TIDD Resolution

# ASCMV Action and Executive Summary

<b>District:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A		
<b>1st Reading:</b>	<b>Adopted:</b>	September 28, 2023	
<b>Drafter:</b>	Barbara Bencomo	<b>Department:</b>	City Manager's Office
<b>Program:</b>	Council & Community Support	<b>Line of Business:</b>	Council & Community Support
<b>Title:</b>	<b>A RESOLUTION TO RECOMMEND A NEW JOINT POWERS AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND COUNTY OF DONA ANA, AS WELL AS A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY.</b>		

**TYPE OF ACTION:**    Administrative    Legislative    Quasi-Judicial

**PURPOSE(S) OF ACTION:**

To recommend a Joint Powers Agreement and a Memorandum of Understanding.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The current Joint Powers Agreement (JPA) between the City of Las Cruces (City) and the County of Doña Ana (County) which established the Animal Services Center of the Mesilla Valley (ASCMV) was executed on August 15, 2012. Since then, many changes have taken place including the ownership of the land on which the ASCMV is sited; the addition of a new building and structures to the site; and the responsibilities of the ASCMV and the City as its fiscal agent.

City and County elected officials and staff have proposed revisions to the JPA and the creation of a Memorandum of Understanding (MOU) which would outline the fiscal agent relationship and responsibilities. Proposed changes were reviewed with the ASCMV board of directors at a regular board meeting on August 24, 2023 and at a special work session on September 20, 2023.

**SUPPORT INFORMATION:**

- [Exhibit A - ASCMV JPA Draft 092123](#)
- [Exhibit B - ASCMV MOU Draft 092123](#)
- [Attachment A - ASCMV JPA Draft 092123](#)

**PLAN(S):**

None

**COMMITTEE/BOARD REVIEW:**

ASCMV Board

**DOES THIS AMEND THE BUDGET?:**

- Yes
- No



**Does this action amend the Capital Improvement Plan (CIP)?**

- Yes  
 No

**Does this action align with Elevate Las Cruces?**

- Yes  
 No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve recommendations for changes to the JPA and for the establishment of a MOU.
2. Vote "No"; this will not approve recommendations for changes to the JPA and for the establishment of a MOU.
3. Vote to "Amend"; this will approve recommendations for changes to the JPA and for the establishment of a MOU, with any approved changes by board members.
4. Vote to "Table"; this will postpone any action on the resolution until a future date.

**REFERENCE INFORMATION:**

Attachment "A" Redlined copy of JPA

## RESOLUTION

### **A RESOLUTION TO RECOMMEND A NEW JOINT POWERS AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND COUNTY OF DONA ANA, AS WELL AS A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAS CRUCES AND THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY.**

The Animal Services Center of the Mesilla Valley (ASCMV) Board of Directors is informed that:

**WHEREAS**, the current Joint Powers Agreement (JPA) between the City of Las Cruces (City) and the County of Doña Ana (County) which established the Animal Services Center of the Mesilla Valley (ASCMV) was executed on August 15, 2012; and

**WHEREAS**, many changes have taken place including the ownership of the land on which the ASCMV is sited; the addition of a new building and structures to the site; and the responsibilities of the ASCMV and the City as its fiscal agent; and

**WHEREAS**, City and County elected officials and staff have proposed revisions to the JPA and the creation of a Memorandum of Understanding (MOU) which would outline the fiscal agent relationship and responsibilities; and

**WHEREAS**, proposed changes were reviewed with the ASCMV board of directors at a regular board meeting on August 24, 2023 and at a special work session on September 20, 2023.

**NOW, THEREFORE**, Be it Resolved by the Board of Directors for the Animal Services Center of the Mesilla Valley:

(I)

**THAT** the Joint Powers Agreement will be hereby amended as shown in Exhibit "A", attached hereto and made part of this resolution, and is hereby adopted.

(II)

**THAT** the Memorandum of Understanding as shown in Exhibit "B", attached hereto and made part of this resolution, is hereby adopted.

(III)

**THAT** the ASCMV staff are hereby authorized to take any action necessary to implement and comply with the budget submitted and approved as part of this resolution.

**DONE AND APPROVED this** day of

APPROVED

---

ATTEST:

---

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

**SECOND AMENDED JOINT POWERS AGREEMENT TO ESTABLISH  
THE ANIMAL SERVICES CENTERS FOR THE MESILLA VALLEY  
AND TO PROVIDE FOR  
THE FINANCING, OPERATION AND MAINTENANCE OF THE CENTERS**

---

THIS Second Amended Joint Powers Agreement (JPA) is entered into between the City of Las Cruces (“City”), a New Mexico home rule municipality, and the County of Doña Ana (“County”), a Class A New Mexico county, hereafter collectively referred to as the “Parties”, to create the Animal Services Center for the Mesilla Valley, hereafter referred to as “Center”, on this \_\_\_\_ day of \_\_\_\_\_, 2023, and is effective as of the date of approval by the New Mexico Department of Finance and Administration.

**BACKGROUND**

1. The City owns the animal shelter real property and all improvements thereon located at 3551 and 3543 Bataan Memorial West (Facility). The City and County have been the primary financial supporters of the Facility.

2. On January 29, 2008, the City and County entered into a Memorandum of Agreement (MOA) to temporarily operate the Facility after DACHS notified the Parties that it would no longer operate the Facility. Efforts by the City and County to solicit a new animal shelter operator were unsuccessful.

3. The City and County determined that it was imperative that the Parties enter into a JPA, pursuant to the Joint Powers Agreements Act, NMSA § 11-1-1, et seq., to create an independent public agency to provide regional animal shelter services to be named the “**Animal Services Center of the Mesilla Valley**” (Center) and to set out the general principles concerning responsibility for operation of the Center and the funding sources to pay for the costs of providing such services.

4. The Parties have created an independent public agency tasked to operate the Center. This public agency will consist of a Board of Directors (Board) comprised of City and County elected officials or staff, a Chief Executive Officer (Director) hired by the Board, and employees of the public agency hired by the Director to operate the Center and the Facility.

5. This JPA replaces any prior JPA’s between the Parties concerning the Facility including the JPA between the Parties dated January 21, 1985 for the lease and use of the

proposed animal shelter, and the JPA between the Parties dated August 4, 2008 which JPA established the Center.

### **CONDITIONS**

1. **Purposes** – The purpose of this JPA is to establish a mechanism for financing, operating, and maintaining a regional animal shelter and related facilities. The purpose of the Center is to provide regional animal shelter services.

2. **Establishment** – The Parties hereby establish the Center to exercise in accordance with the JPA the powers common to each of the Parties. The Center shall be a public agency separate from the Parties.

3. **Service Area** – The service area of the Center shall be the City of Las Cruces and the unincorporated portions of the County of Doña Ana. The Board may change the Center’s service area as it deems necessary.

4. **Real and Personal Property**

A. **Real Property** - Any of the Real Property and improvements located thereon leased, licensed, permitted, or transferred to the Center will be used by the Center solely for the purpose of implementing this JPA and operating and maintaining the Facility absent the express written consent of the City.

(1) The City shall enter into a lease, license, or permitted use agreement with the Center for the approximate 7.9266 acres of the Real Property located east of Rinconada Boulevard and north of Bataan Memorial West. This tract has a street address of 3551 and 3543 Bataan Memorial West and is improved and is legally described as Lot 2 Rinconada Summary Subdivision. The existing Facility improvements consist of but are not limited to two buildings and adjacent structures, a paved parking lot, and landscaping.

(2) Any lease, license, or permitted use agreement of the Real Property will comply with applicable state statutes and municipal ordinances. Any such agreement will be subject to the approval of the City Council and the Center Board or its successor.

(3) Any agreement transferring ownership of all or part of the Real Property to the Center will comply with applicable state statutes and municipal ordinances. Any such agreement will be subject to the approval of the City Council, the Center Board or its successor.

B. **Personal Property** – Ownership of any personal property located within any building on the Real Property that is not considered to be a fixture shall be transferred by the

Parties to the Center and shall be used by the Center solely for the purpose of implementing this Joint Powers Agreement and operating and maintaining the Facility.

5. **Center Organization**

A. **Board** – The Center shall be governed by the Board. The Board shall establish its own policies and procedures to carry out the purposes of this JPA.

B. Any change in board structure and/or voting rights is outside the authority of the board and must be approved in writing by all parties to the JPA.

C. **Members** – The Board shall consist of eight (8) voting members, who shall be one elected official from the city and one from the county; the City Manager, the County Manager, or their designees; Four (4) public voting members appointed by consent of the parties governing bodies (two (2) by the city, two (2) by the county).

(1) The term of an elected official shall expire when their official term in office is completed, or at the time the respective governing body appoints a replacement. All members may be reappointed. Appointees can serve a maximum of two (2), two (2) year terms.

(2) Attendance is required for all Board meetings. A member may be removed, by a majority board vote, for failure to attend more than fifty (50) percent of the regular meetings in any twelve (12) month period.

(3) All members may be removed for any acts of nonfeasance, malfeasance, misfeasance by a majority vote of the governing board that appointed the member.

D. **Voting and Quorum** – A majority of the voting members shall constitute a quorum for all meetings in accordance with the Open Meetings Act. A majority vote of the quorum shall be required for the adoption of a resolution. In the event that the number of regular voting members in attendance at any meeting of the Board is insufficient to establish a quorum for the transaction of business, an ex-officio member in attendance at such meeting may act as an alternate member for their respective governmental body's regular voting member for the purpose of establishing a quorum and may vote on matters before the Board at such meeting.

E. **Meetings** – Meetings shall be conducted in accordance with Robert's Rules of Order.

(1) **Regular Meetings** – The Board shall hold one regular meeting each quarter.

(2) **Special Meetings** – Special meetings of the Board may be called in accordance with the New Mexico Open Meetings Act.

(3) Notice of Meetings – All meetings of the Board shall be held in accordance with the New Mexico Open Meetings Act.

(3) Minutes – The Board shall keep minutes of all meetings and shall have draft minutes available within 10 working days in accordance with the Open Meetings Act..

F. Director – The Center will be led by a Director who will be hired by the Board pursuant to an employment agreement. The Director will report to the Board. The Director’s job performance will be evaluated by the Board at least yearly. The Director shall conduct the business of the Center, serve as personnel officer, budget officer, property custodian, and shall generally aid and assist the Board in the exercise of its duties and responsibilities. Upon request, the Director will provide reports to the City and County on all matters relating to the operation of the Center.

G. Employees – The authority and direction of the Director will be implemented by employees hired by the Director to operate the Center.

H. Powers – The Board is authorized to exercise all powers common to each of the Parties with respect to the purposes of the Center, including but not limited to the following:

(1) To make and enter into contracts.  
(2) To apply for and accept grants and contributions.  
(3) To employ or contract for the services of employees, consultants, and such other persons as it deems necessary, and under such terms and conditions as may be established by the Board in the agreements relating to such persons.

(4) To make plans and conduct studies.  
(5) To acquire, construct, operate and maintain buildings, improvements, and facilities.

(6) To acquire and dispose of real property.  
(7) To establish a mission statement.  
(8) To sue and be sued in its own name.  
(9) To borrow money if approved by the governing bodies of the Parties and further subject to the provisions of the Joint Powers Agreements Act and the constitutional provisions of the State of New Mexico.

(10) To set fees and charges.

(11) To bill and collect fees and charges set by the Center and establish a procedure for the resolution of disputed fees and charges.

(12) To adopt resolutions necessary to carry out the purposes of this JPA.

(13) To obtain necessary public liability and property insurance coverage. Such coverage shall comply with the statutory requirements of the New Mexico Tort Claims Act and shall include coverage for civil rights claims.

(14) To create from time to time *ad hoc* committees and/or advisory boards of suitable membership, scope, and duration for the purpose of providing advice and recommendations on particular matters of interest to the Board.

I. Purchase and Ownership of Assets – All assets of the Center, whether real or personal property, including those assets that may be transferred by the City and the County, but excluding the Real Property and improvements located thereon leased, licensed, or permitted to the Center, shall be owned in the name of the Center.

J. Budgetary Reserve – Any annual revenue in excess of operating and capital expenditures shall be carried over to the next fiscal year.

6. **Fiscal Agent**

The City shall be the Fiscal agent for the Center and responsibilities of the Center and the City shall be documented in a separate, agreed upon Memorandum of Understanding.

7. **Duties, Rights and Authority of the Center**

The purpose of the ASCMV is to continue providing and maintaining a safe place for county and city domestic animals and provide a positive live outcome whenever possible through programs managed by the ASCMV, included but not limited to:

A. Accepting domestic animals for impound from county, city and other contracting entities as capacity allows, then accepting impounds as set in ASCMV policy and procedure.

B. Operating and maintaining a volunteer program to help socialize, exercise, and engage animals and help throw-out the ASCMV daily duties.

C. Operate and maintain a foster program to focus on the infant, young, senior, injured, and sick animals of the ASCMV.



- D. Operate and maintain a community cat program to increase the sterilization and vaccination of community cats in the Dona Ana County area.
- E. Operate and maintain an adoption program of available animals.
- F. Operate and maintain a redemption program where impounded animals are redeemed by their owner.

8. **Financial Contributions of City and County**

A. Contributions for Operating Budget -

(1) The Center shall, on an annual basis, submit a proposed operating budget to the Board, which will be taken to the City Council and County Budget Work Sessions each year. Proposed budget will be based on the Center's operating needs. The Center shall also submit proposed capital improvements and special projects budgets when required by the Parties.

(2) The Board shall review and make recommendations regarding any proposed budget prior to the Center submitting the proposed budget to the Parties for consideration.

(3) The Center's budgets are subject to appropriation of sufficient funds by the City and County and shall be deemed approved upon approval of the City's and the County's budgets.

(4) The Parties intend to each pay for 50% of the Center's net operating budget; however, the Parties' respective financial contributions for the Center's net operating budget for a particular fiscal year will be whatever sum is approved in the City's and County's respective budgets for that expense.

(5) The Parties will re-evaluate every three (3) years from the effective date of this JPA whether a 50% allocation to each Party for the Center's net operating budget is reasonable based on the total animals attributable to each Party as set forth below. The Parties may re-allocate the percentage of their financial contributions based on the re-evaluation.

(6) Starting January 1, 2012, the Center shall maintain records as to the total number of animals handled by the Center and where each animal came from (City or County); and then shall calculate the percentage of total animals attributed to the City and to animals attributed to the County. This calculation may be used by the Parties when they re-evaluate the operating budget contribution percentages as provided above. The animal head count report shall include animals brought to the Center by City or County animal control officers, by City or County

residents, or held under court order. Animals that are abandoned at the Center without identification shall be evenly allocated between the Parties.

B. Contributions for Capital Improvements – The Parties may require that the Center develop and submit a capital improvements plan and budget and may provide funding for capital improvements shown on the plan in the Parties’ sole discretion.

C. Contributions for Special Projects — The Parties may require that the Center develop and submit a special projects plan and budget for projects not covered in the Center’s operating budget or capital improvements budget and may provide funding for special projects in the Parties’ sole discretion.

D. Payment of Contributions –

(1) The Parties shall pay to the Center on or before July 15 of the upcoming fiscal year twenty-two percent (22%) of the total financial contributions budgeted by the Parties for that fiscal year. The remaining budgeted financial contributions will be paid to the Center in eleven (11) equal payments due on or before August 15 and on the 15<sup>th</sup> day of each month thereafter for the remainder of that fiscal year.

(2) The fiscal agent shall invoice the County monthly for its budgeted financial contribution for the upcoming month. Payment is due to the fiscal agent within thirty (30) days of receipt of the invoice.

9. **Term and Termination**

A. Term – The term of the JPA shall be ~~perpetual~~ renewed every 5 years. If any dispute arises concerning this JPA, the Parties agree to attempt to resolve such dispute in an amicable manner at the least possible expense. If such dispute cannot be resolved and either Party deems the dispute to be of major proportion, then the dispute shall be submitted for mediation in compliance with the New Mexico Mediation Procedures Act.

B. Mutual Termination of JPA –

(1) The JPA may be terminated by the mutual consent of the Parties.

(2) If the Center is mutually terminated where there is a successor public entity which will carry on all of the activities of the Center and assume all of its obligations, then all property, rights and assets of the Center shall be transferred to the successor public entity.

(3) If the Center is mutually terminated when there is no successor public entity which will carry on any of the activities of the Center or assume any of its obligations, then all property, rights and assets of the Center shall be equally divided between the Parties.

(4) If the Center is mutually terminated when there is a successor public entity which would undertake some, but not all, of the functions of the Center and assume some, but not all, of its obligations, then all property, rights and assets of the Center shall be allocated by the Board between the successor public entity and the Parties.

(5) In the event that the Center is mutually terminated under the circumstances falling within (3) and (4) above, all decisions of the Board with regard to the property, rights and assets to be transferred to the Parties or any successor public entity shall be final.

C. Unilateral Termination of JPA –

(1) If either Party unilaterally withdraws from the JPA without the consent of the other Party, then all of its rights under the JPA shall be transferred to the remaining Party and the JPA shall be deemed to be terminated. The Party unilaterally withdrawing shall have no claim to a division or partition of Center assets, or a right to use services of the Center.

(2) The failure of either Party to pay its monthly financial contributions within 90 days of billing shall be considered a unilateral withdrawal.

10. Miscellaneous Provisions

A. Headings – The headings of the various sections of this JPA are inserted only for convenience or reference and are not intended nor shall they be construed to modify, define, limit or expand the intent of the Parties.

B. Entire Agreement – This JPA represents the entire agreement and understanding between the Parties.

C. Amendments – The Parties acknowledge and agree that this JPA may be amended in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by the Parties and approved by the New Mexico Department of Finance and Administration.

D. Effective Date – This JPA shall become effective upon execution by the Parties and approval by the New Mexico Department of Finance and Administration.

11. **Tort Claims Act** – By entering into this JPA, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., do not waive sovereign immunity or any defense or limitation of liability pursuant to law. No provision of this JPA modifies or waives any provision of the New Mexico Tort Claims Act.

EXECUTED in duplicate on the date first written above.

**CITY OF LAS CRUCES**

By: \_\_\_\_\_  
Ifo Pili  
City Manager

**COUNTY OF DOÑA ANA**

By: \_\_\_\_\_  
Fernando Macias  
County Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

**STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_  
Cabinet Secretary Designate

Date: \_\_\_\_\_

APPROVED BY:

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Office of the General Counsel

**MEMORANDUM OF UNDERSTANDING OF FISCAL AGENT AGREEMENT  
BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO AND  
THE ANIMAL SERVICES CENTER OF THE MESILLA VALLEY**

This Memorandum of Understanding (referred to herein as the "MOU") is entered into by and between the **City of Las Cruces** (referred to herein as the "City") and the **Animal Services Center of the Mesilla Valley** (referred to herein as the "Center.")

**Whereas**, the Center seeks to retain the services of the City as its fiscal agent; and

**Whereas**, the City has previously served as the fiscal agent for the Center and has agreed to perform the duties of fiscal agent for the Center; and

**Whereas**, the Center and the City desire to establish terms under which the Center can employ the City to perform essential fiscal duties for the Center as set forth in this MOU;

**IT IS THEREFORE MUTUALLY AGREED BY AND BETWEEN THE PARTIES:**

**1. PURPOSE**

The purpose of this MOU is to employ the City to perform some of the essential fiscal duties for the Center which are required for effective operations. The method by which the purposes of this MOU will be accomplished are as follows:

- a. The City shall be the fiscal agent for the Center. The City shall serve in this capacity until such time as the Board of Directors (the "Board") of the Center or the City shall take formal action terminating this MOU. The duties of the City shall be those listed in Section 2 and shall be performed by the City unless the Board and the City make provisions for the services to be otherwise performed or until such time as the services are rendered redundant.
- b. In addition to all of its other functions, the Center shall continue to perform the functions listed in Section 3 but in no event shall the Center act or assume any obligations or duties which would be in contravention of this MOU, the Joint Powers Agreement of the Center and/ or any applicable law.

**2. DUTIES OF THE CITY**

- a. The City shall provide the following financial services as fiscal agent:
  - 1) Maintain fiscal records in accordance with generally accepted accounting principles and procedures.
  - 2) Maintain a uniform system of accounts, consistent with the current City account structures with additional accounts, as necessary.
  - 3) Provide procurement support by coordinating the preparation and administration the evaluation of bids and proposal, selection of contractors,

negotiation of contracts, and purchase order processing to procure the most cost-effective supplies, materials and services from highly qualified and responsive vendors.

- 4) Provide support to the state and serve as the Center's Chief Purchasing Officer (CPO).
- 5) Provide administration and coordinates the Center's purchase card program to ensure compliance.
- 6) Timely process Center's approved payments to contractors and/or vendor and/or operator in accordance with contract obligations and in compliance with City work process and requirements.
- 7) Record cash deposits made and reported daily by the Center in compliance with applicable City policy.
- 8) Provide accountability of all disbursements and advise the Center regarding disbursements that need correction or additional information based on information provided by the Center.
- 9) Record accounts receivable in general ledger account based on the information provided by the Center.
- 10) Prepare unaudited quarterly financial reports and present to the Center's Board; may provide monthly financial reports to the Center's Finance Committee as requested.
- 11) Prepare the Center's Annual Comprehensive Financial Report in accordance with generally accepted accounting principles (GAAP). The Center's financial statements shall be audited by an independent CPA selected by the fiscal agent and all applicable reports shall be included in the annual audited financial statement referred to herein. Such audit shall be performed in accordance with government audit standards. The audit may be performed in conjunction with the fiscal agent's annual audit as required by the Office of the State Auditor.
- 12) Provide budget forms and support to the Center for annual and mid-year budget preparation and review.
- 13) Record and tag the Center's fixed assets in the City's Enterprise Resource Planning system in accordance with the City's Capital Policy. Conduct biennial

physical inventory of the Center's fixed assets and record in an inventory report, certified by the Center, in accordance with NM State Audit Rule.

- 14) Charge in its discretion monthly interest that accrues when Center operations result in a negative cash position based upon completely updated transaction processing.
- 15) Bill and collect all financial contributions from both the City and Dona Ana County.
- 16) Review and post all revenue or budget adjustments for the Center as directed by its Director or his or her designee consistent with the authority granted by the Board.
- 17) Provide training for permissions and use of the City's Enterprise Resource Planning system as provided for City employees utilizing methods determined by the City.

b. The City shall provide the following human resource services as fiscal agent:

- 1) Provide employees of the Center access and benefit administration and enrollment opportunities to City insurance such as employee health, dental, and life insurance plans, as provided for City employees utilizing forms and methods determined by the City.
- 2) The fiscal agent shall house all personnel files of Center employees. The Director shall be responsible for providing updated personnel documentation to the fiscal agent to maintain said files.
- 3) The fiscal agent shall provide human resource in-processing and maintenance for Center employees' payroll system based upon the payroll data provided by the Director.
- 4) Maintain payroll records based on data entry performed by the Center, withholding deposits, payroll taxes and other information.
- 5) Make payments on behalf of the Center and its employees for all state and federal taxes associated with the operations of the Center, including, but not limited to, income taxes and other withholdings provided for employees.
- 6) Issue bi-weekly payroll through direct deposits or other methods determined by the City.



- 7) Make payments on behalf of the Center for employees and employer's contributions to Public Employee Retirement Association (PERA).
  - 8) Comply with all state and federal reporting and payment requirements. Perform payments of payroll using City software programs. No special software accommodations for changes will be provided. Although these services are to be provided using standard City forms and checks, it is understood that the checks and payments issued hereunder are issued on behalf of the Center, not the City.
  - 9) Administration of a tuition reimbursement program.
- c. The City shall provide the following Risk Management services as fiscal agent:
- 1) Administration of a risk management program, to include pre-employment testing, random testing, post-accident testing, and reasonable suspicion testing.
- d. The City shall provide the following Information Technology services as fiscal agent:
- 1) Purchasing standards for all computers.
  - 2) Information Technology Policies.
  - 3) Network support for all computer systems that are compliant with the City's technology standards.
  - 4) Provide remote support and maintenance of computers that that are part of the City's Active Directory domain and are compliant with the City's technology standards.
  - 5) Remote support, and maintenance of City approved software for computers that are part of the City's Active Directory domain.
  - 6) Supply, support, and maintain phones directly connected to the City's phone system.
  - 7) Support, and maintain fiber optics cabling and/or microwave systems that are used to connect to the City's network.
  - 8) End user licensing for network access, computer operating systems, information security software, and the City's office productivity suite.
  - 9) End user account and administrative support for the City's Enterprise Resource Planning system.

- 10) Provide training to comply with the City's cyber security training requirements as provided for City employees utilizing methods determined by the City.
- e. The City shall provide the following Fleet services as fiscal agent:
- 1) Repair and maintenance
  - 2) Purchasing of vehicles, to include acquisition of asset tags and state license plates.

## **2. DUTIES OF THE CENTER**

- a. Adopt certain City codes, policies, procedures, and manuals, including Direct deposit for payroll, Procurement Code, Financial Policies and SOP's, Information Technology Policies, and Travel Policy.
- b. Adopt a risk management policy on substance abuse prevention/detection to address pre-employment testing, random testing, post-accident testing, and reasonable suspicion testing. The Center will budget and pay for testing expenses.
- c. Maintain responsibility for the collection and depositing of receivables and follow the City's Manager Cash Handling Policy
- d. Dedicate staff time for the regular Budget management and attend budget trainings
- e. Dedicate staff time for all interactions with the City's departments providing services to the Center.
- f. Be responsible for submitting monthly reports to the City that are balanced as to billing amounts, payments made, to include unpaid balances at the end of each fiscal year.
- g. Procure and contract an independent auditing firm for the Comprehensive Annual Financial Report when service is not contracted as part of the City's procurement.
- h. Prepare, develop, circulate, review, and select any specifications and scope of services to be procured, for its operations as needed and forward the recommendation to the Board for approval, if necessary.
- i. Comply with the City's regular budget cycles following the procedures and submittal deadlines established by the City.
- j. Notify the City of any processing problems or anticipated delays.
- k. Prepare and approve the Center own budget. Center will enter budget information into the Enterprise Resource Planning System.

- l. Maintain responsibility for the calculations and amounts reported to the City for estimated revenues, capital expenditures, and operating expenses.
- m. Maintain responsibility for all deficits or potential shortfalls.
- n. Perform a preliminary fixed asset count for the Center's biennial fixed assets verification performed by the City. Once agreed upon, the Center will certify the asset list as true and correct.
- o. Is responsible for all liability and property losses incurred.
- p. Make necessary corrections or provide additional information on requisitions and purchase orders to the City as requested.
- q. Center will be responsible for all financial resolutions to their Board. Exhibits needed for resolutions from the city will require 30 days notification.
- r. Center shall abide by the City Procurement Code and Purchase Card Procedural Manual.
- s. Comply with all City and County animal control ordinances and/or court orders as it relates to animals held and/or leaving the facility.
- t. Center will budget and pay for access to the City's designated training system.

### **3. COMPENSATION**

- a. In consideration of the performance of the forgoing services, the City, as fiscal agent for the Center, shall be compensated for services rendered to the Center as outlined in the City Cost Allocation Plan. Separate from the annual increases referenced in Section 4(b) below, any modifications to the base rate shall be approved in writing by both parties.
- b. If the City Cost Allocation Plan has lapsed the current rate will be increased each year by the Consumer Price Index plus audit fees, personnel, or other direct costs. Such compensation shall be considered an operation and maintenance expense of the Center.
- c. In the event that the Center takes over certain of the functions assumed by the City in this MOU, the charges will be pro-rated for the fiscal year in which the Center performs the services otherwise to be performed by the City.

### **4. EFFECTIVE DATE.**

This MOU shall become effective upon the latter of the two following dates: (1) \_\_\_\_\_, 2022, or the date the MOU is approved by and fully executed by the City and the Center.

**5. TERM.**

This MOU shall be in effect from the effective date and shall remain in effect until written termination by the Parties.

**6. TERMINATION.**

This MOU may be terminated by either the City or the Center upon delivery of written notice at least ninety (90) days prior to the intended date of termination. In tendering such notice of termination, neither party may nullify its obligations already incurred for performance or failure to perform prior to the date of termination.

**7. STATUS OF CITY AND CENTER**

8. The City and the Center are separate legal entities. The City's agents and employees are not employees or agents of the Authority. The Center's agents and employees are not employees of the City. No powers of the Center, expressed or implied, shall be granted to the City on behalf of the Center, excepting those set forth herein. In any event, the City's role as fiscal agent for the Center shall be limited to those purposes consistent with the Joint Powers Agreement of the Center, this MOU and all applicable laws.

**9. THIRD PARTY BENEFICIARIES**

By entering into this MOU the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Center. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third-party beneficiary of this MOU.

## **10. LIABILITY.**

The Center is solely responsible for all liabilities related to their premises and the actions of their Officers, Members and Employees while within the course and scope of their operations. The Center shall indemnify, defend, and hold harmless the City of Las Cruces, its officers, agents and employees for any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this agreement. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the City. The Center shall reimburse the City for all costs, attorney's fees, expenses, and liabilities incurred with respect to any litigation in which the Center is obligated to indemnify, defend, and hold harmless the City under this agreement.

Notwithstanding the foregoing, nothing in this MOU shall be construed as a waiver by the City or the Center, or of their respective employees, of its statutory immunity or limitations of liability to include, but not be limited to, those provisions set forth in the New Mexico Tort Claims Act.

## **11. INSURANCE**

The Center shall procure and maintain for the duration of the MOU, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of their work or the work of their agents, representatives, employees and subcontractor. The minimum scope and limit of insurance shall be at least as broad as the Tort Claim Act of New Mexico.

The Center shall provide evidence of the above listed insurance by way of an Acond 25 certificate of insurance with endorsements meeting requirements listed above.

## **12. AMENDMENT.**

This MOU shall not be altered, changed, or amended except in writing and signed by the parties.

## **13. DISPUTE RESOLUTION.**

Should a dispute arise between the parties regarding this MOU, the parties shall first attempt to resolve their dispute by nonbinding mediation. Should mediation be unsuccessful, the dispute shall be settled by binding arbitration. The parties shall agree to a mutually acceptable arbitrator who shall render a final, binding decision upon the parties. The prevailing party, as determined by the arbitrator, shall be entitled to payment of reasonable attorney's fees, costs and expenses in addition to any other award conferred at the arbitration.

**14. APPLICABLE LAW AND VENUE.**

This MOU and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico, without regard to conflicts of law principles. Venue for mediation and arbitration shall be within the County of Dona Ana, State of New Mexico.

**15. NOTIFICATION.**

All notices required or permitted under this MOU shall be in writing and shall be deemed sufficiently served if served by Certified Mail addressed as follows:

TO                   ASCMV:Animal Services Center of the Mesilla Valley  
  
                          3551 Bataan Memorial West  
  
                          Las Cruces, New Mexico 88012  
  
                          ATTENTION: Executive Director

With Copies    to:

TO                   CITY:   City Of Las Cruces  
  
                          700 N. Main  
  
                          Las Cruces, New Mexico 88001

ATTENTION: City Manager

With Copies to: Las Cruces City Attorney

700 N. Main

Las Cruces, New Mexico 88001

ATTENTION: City Attorney

**16. SEVERABILITY.**

If any clause or provision of the MOU is held to be illegal, invalid, or unenforceable, then it is the intention of the parties that the remainder of the MOU shall remain in full force and effect.

**17. ENTIRE AGREEMENT.**

This MOU incorporates all the agreements, covenants, and understandings between the City and the Authority and all such covenants, promises, and agreements have been merged into this MOU. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU or upon appropriate amendment to this MOU as described in Paragraph 5.

**IN WITNESS WHEREOF**, this MOU will become effective upon its approval and execution by the City and the Center.

**CITY OF LAS CRUCES:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

\_\_\_\_\_  
Attorney for the City of Las Cruces      Date

**ANIMAL SERVICES CENTER OF THE MESILLA VALLEY:**

\_\_\_\_\_  
Director      Date  
Animal Services Center of the Mesilla Valley

**ATTEST:**

\_\_\_\_\_  
Dona Ana County Clerk      Date

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

\_\_\_\_\_  
Name      Date  
Attorney for Animal Services Center of the Mesilla Valley



Attachment "A"

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~~FIRST~~ ~~SECOND~~ AMENDED JOINT POWERS AGREEMENT TO ESTABLISH  
THE ANIMAL SERVICES CENTERS ~~OF~~ ~~FOR~~ THE MESILLA VALLEY  
AND TO PROVIDE FOR  
THE FINANCING, OPERATION AND MAINTENANCE OF THE CENTERS

THIS ~~First~~ ~~Second~~ Amended Joint Powers Agreement ("JPA") is entered into between the City of Las Cruces ("City"), a New Mexico home rule municipality, and the County of Doña Ana ("County"), a Class A New Mexico county, hereafter collectively referred to as the "Parties", to create the Animal Services Center for the Mesilla Valley, here-after referred to as "Center", on this \_\_\_\_ day of \_\_\_\_\_, 20~~11~~23, and is effective as of the date of approval by the New Mexico Department of Finance and Administration.

Commented [CT1]: Added this so "Center" will be recognized later in JPA.

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**BACKGROUND**

1. The City owns the animal shelter real property and all improvements thereon located at ~~3551-3551 and 3543~~ Bataan Memorial West ("Facility"). ~~The Facility had been operated for a number of years by a third party third party contractor, the Dona Ana County Humane Society ("DACHS").~~ The City and County have been the primary financial supporters of the Facility.

2. On January 29, 2008, the City and County entered into a Memorandum of Agreement ("MOA") to temporarily operate the Facility after DACHS notified the Parties that it would no longer operate the Facility. Efforts by the City and County to solicit a new animal shelter operator were unsuccessful.

3. The City and County determined that it was imperative that the Parties enter into a ~~joint powers agreement~~ JPA, pursuant to the Joint Powers Agreements Act, NMSA § 11-1-1, et seq., to create an independent public agency to provide regional animal shelter services to be named the "Animal Services Center of the Mesilla Valley" ("Center") and to set out the general principles concerning responsibility for operation of the Center and the funding sources to pay for the costs of providing such services.

4. The Parties have created an independent public agency tasked to operate the Center. This public agency will consist of a Board of Directors ("Board") comprised of City and County elected officials or staff, a Chief Executive Officer ("Director") hired by the Board, and employees of the public agency hired by the Director to operate the Center and the Facility.

5. This JPA replaces any prior JPA's between the Parties concerning the Facility including the JPA between the Parties dated January 21, 1985 for the lease and use of the

proposed animal shelter, and the JPA between the Parties dated August 4, 2008 which JPA established the Center.

6. ~~The 2008 JPA, which is amended herein, provided that the City would transfer ownership of the Facility to the Center. The City acquired ownership of the Facility and surrounding land in 1983 by Special Warranty Deed from the City of Albuquerque to the City of Las Cruces recorded with the Office of the Dona Ana County Clerk on June 10, 1983. The deed conveyed 15.1008 acres, more or less (the "Real Property"), to the City of Las Cruces. On 2019 the City purchased the 15.1008 acres from the City of Albuquerque out right.~~ While researching land records to prepare the necessary ownership transfer documents, City staff discovered that the 1983 deed from the City of Albuquerque to the City of Las Cruces contained a reversionary clause that may be triggered if the City deeded the Facility to the Center. Therefore, to minimize the risk of ownership of the Real Property reverting to the City of Albuquerque, the City will enter into a lease, license, or permitted use agreement with the Center for the Real Property located east of Rinconada Boulevard less any rights of way previously dedicated; and the City may enter into a lease, license, or permitted use agreement with the Center for the Real Property located west of Rinconada Boulevard less any rights of way previously dedicated. However, if the City of Albuquerque consents, the City will negotiate with the Center to transfer ownership of all or part of the Real Property to the Center.

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### CONDITIONS

1. **Purposes** – The purpose of this JPA is to establish a mechanism for financing, ~~operating~~operating, and maintaining a regional animal shelter and related facilities. The purpose of the Center is to provide regional animal shelter services.

2. **Establishment** – The Parties hereby establish the Center to exercise in accordance with the JPA the powers common to each of the Parties. The Center shall be a public agency separate from the Parties.

3. **Service Area** – The service area of the Center shall be the City of Las Cruces and the unincorporated portions of the County of Doña Ana. The Board may change the Center's service area as it deems necessary.

4. **Real and Personal Property**

A. **Real Property** - Any of the Real Property and improvements located thereon leased, licensed, ~~permitted~~permitted, or transferred to the Center will be used by the Center solely

for the purpose of implementing this JPA and operating and maintaining the Facility absent the express written consent of the City, and any additional facilities.

(1) The City shall enter into a lease, license, or permitted use agreement with the Center for the approximate 7.926684 acres of the Real Property located east of Rinconada Boulevard and north of Bataan Memorial West. This tract has a street address of 3551 and 3543 Bataan Memorial West and is improved and is legally described as Lot 2 Rinconada Summary Subdivision. The existing Facility improvements consist of but are not limited to two buildings and adjacent structures, a paved parking lot, and landscaping.

**Commented [CT2]:** I am not aware of any lease or use agreement currently in place. Does the city intend to do so? Do we keep or jettison?

~~(2) The City may enter into a lease, license or permitted use agreement with the Center in the City's sole discretion for the approximate 4.0 acres of Real Property located west of Rinconada Boulevard and north of Bataan Memorial West. This tract is not improved.~~

**Commented [BH3]:** This section can be stricken. The +4.0 acres was traded to Eddie Binns in 2020 in exchange for the land for the Veteran's Park parking expansion

~~(3) The City may transfer ownership of all or part of the Real Property to the Center if the City secures permission to do so from the City of Albuquerque.~~

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(4) Any lease, license, or permitted use agreement of the Real Property will comply with applicable state statutes and municipal ordinances. Any such agreement will be subject to the approval of the City Council and the Center Board or its successor, and will contain language deemed necessary to minimize the risk of ownership of the Real Property reverting to the City of Albuquerque.

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(5) Any agreement transferring ownership of all or part of the Real Property to the Center will comply with applicable state statutes and municipal ordinances. Any such agreement will be subject to the approval of the City Council, the Center Board or its successor, and, if deemed necessary, the approval of the City of Albuquerque.

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B. Personal Property – Ownership of any personal property located within any building on the Real Property that is not considered to be a fixture shall be transferred by the Parties to the Center and shall be used by the Center solely for the purpose of implementing this Joint Powers Agreement and operating and maintaining the Facility.

**Commented [BDL4]:** Under review by CLC Legal

## 5. Center Organization

A. Board – The Center shall be governed by the Board. The Board shall establish its own policies and procedures to carry out the purposes of this JPA.

**Commented [CT5]:** Eric will send new language

**Commented [CT6R5]:** Eric will get language

**Commented [CT7R5]:** Eric will send new language

B. Any change in board structure and/or voting rights is outside the authority of the board and must be approved in writing by all parties to the JPA.

**C. Members** – The Board shall consist of ~~six-eight (68)~~ voting members, who shall be one elected official from the city and one from the county; ~~members shall be the City Manager, and the County Manager, or their designees; City and County elected officials or staff, and two (2) ex-officio members. Three (3) Four (4) public appointed~~ voting members shall be appointed by the Mayor with the advice and consent of the ~~parties governing bodies (two (2) by the city, two (2) by the county) City Council, and two (2) voting members shall be appointed by the parties governing parties. County Commission. The two (2) ex-officio members shall be the City Manager and the County Manager or their designees.~~

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Commented [CT8]: We discussed only 2 of the three having to be elected officials. I see 5B giving the freedom to choose that. Do we need to make it more restrictive by adding that two from each side must be elected officials?

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Commented [CT9]: We discussed only 2 of the three having to be elected officials. I see 5B giving the freedom to choose that. Do we need to make it more restrictive by adding that two from each side must be elected officials?

(1) The term of an elected official shall expire when ~~his or her~~ their official term in office is completed, ~~or at the time the respective governing bodies appoints a replacement.~~ All members may be reappointed. ~~Appointed members can serve a maximum of two (2), two (2) year terms. City staff members, if any, are subject to the term limitations and other provisions of the City's Board Ordinance.~~

Commented [CT10]: Eric will look into on what this means

(2) Attendance is required for all Board meetings. A member ~~shall may~~ be removed, ~~by a majority board vote,~~ for failure to attend more than ~~twenty five fifty (2550)%~~ percent of the regular meetings in any twelve (12) month period.

(3) ~~A County appointed All~~ members may be removed for any ~~acts of nonfeasance, maleficence, malfeasance, misfeasance other reason~~ by a majority vote of the ~~governing board that appointed the member. County Commission.~~

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~~(4) A City appointed member may be removed for any other reason with five (5) affirmative votes of the City Council.~~

Commented [CT11]: Is there a reason this is not "majority"?

**D. Voting and Quorum** – A majority of the voting members shall constitute a quorum for ~~the transaction of business~~ all meetings in accordance with the Open Meetings Act. A majority vote of the quorum shall be required for the adoption of a resolution. In the event that the number of regular voting members in attendance at any meeting of the Board is insufficient to establish a quorum for the transaction of business, an ex-officio member in attendance at such meeting may act as an alternate member for their respective governmental body's regular voting member for the purpose of establishing a quorum, and may vote on matters before the Board at such meeting.

**E. Meetings** – Meetings shall be conducted in accordance with Robert's Rules of Order.

Commented [CT12]: Does Roberts rules state if no majority then no meeting? There has been some issue with no board majority, then no meeting. I think the meeting should go forward, even if no majority so the board can still get the info as needed from presentations, especially if we do quarterly meeting. I also think this (meetings go forward but cannot vote) needs to go in the JPA.

Commented [CT13R12]: Jonathan will look into.

(1) Regular Meetings – The Board shall hold one regular meeting each ~~month.~~ quarter.

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(2) Special Meetings – Special meetings of the Board may be called in accordance with the New Mexico Open Meetings Act.

(3) Notice of Meetings – All meetings of the Board shall be held in accordance with the New Mexico Open Meetings Act.

(34) Minutes – The Board shall keep minutes of all meetings and shall have draft minutes available within 10 working days in accordance with the Open Meetings Act. and, as soon as possible after each meeting, shall forward a copy of the minutes to each member of the Board, including ex officio members.

EF. Director – The Center will be led by a Director who will be hired by the Board pursuant to an employment agreement. The Director will report to the Board. The Director’s job performance will be evaluated by the Board at least yearly. The Director shall conduct the business of the Center, serve as personnel officer, budget officer, property custodian, and shall generally aid and assist the Board in the exercise of its duties and responsibilities. Upon request, the Director will provide reports to the City and County on all matters relating to the operation of the Center.

FG. Employees – The authority and direction of the Director will be implemented by employees hired by the Director to operate the Center.

GH. Powers – The Board is authorized to exercise all powers common to each of the Parties with respect to the purposes of the Center, including but not limited to the following:

- (1) To make and enter into contracts.
- (2) To apply for and accept grants and contributions.
- (3) To employ or contract for the services of employees, consultants, and such other persons as it deems necessary, and under such terms and conditions as may be established by the Board in the agreements relating to such persons.
- (4) To make plans and conduct studies.
- (5) To acquire, construct, operate and maintain buildings, improvements, and facilities.
- (6) To acquire and dispose of real property.
- (7) To establish a mission statement.
- (8) To sue and be sued in its own name.

(9) To borrow money if approved by the governing bodies of the Parties and further subject to the provisions of the Joint Powers Agreements Act and the constitutional provisions of the State of New Mexico.

(10) To set fees and charges.

(11) To bill and collect fees and charges set by the Center and establish a procedure for the resolution of disputed fees and charges.

(12) To adopt resolutions necessary to carry out the purposes of this JPA.

(13) To obtain necessary public liability and property insurance coverage. Such coverage shall comply with the statutory requirements of the New Mexico Tort Claims Act and shall include coverage for civil rights claims.

(14) To create from time to time *ad hoc* committees and/or advisory boards of suitable membership, scope, and duration for the purpose of providing advice and recommendations on particular matters of interest to the Board.

**HI.** Purchase and Ownership of Assets – All assets of the Center, whether real or personal property, including those assets that may be transferred ~~to it~~ by the City and the County, but excluding the Real Property and improvements located thereon leased, licensed, or permitted to the Center, shall be owned in the name of the Center.

~~I. Procurement and Payment for Costs and Procured Services – The Director shall work with the fiscal agent to accomplish procurement of all goods and services in compliance with the fiscal agent’s procurement code and consistent with New Mexico law. Such procurement shall include all professional and technical services as well as operating costs such as supplies, services, workers’ compensation, general liability, and commercial insurance for the Facility and contents, and construction services deemed necessary for the operation of the Center.~~

J. Budgetary Reserve – Any annual revenue in excess of operating ~~and maintenance~~ and capital expenditures ~~shall be used to create special reserve funds for capital acquisition or shall be carried over to the next fiscal year, operating carryover as determined through the budget process.~~

6. **Fiscal Agent**

The City shall be the Fiscal agent for the Center and responsibilities of the Center and the City shall be documented in a separate, agreed upon Memorandum of Understanding.

A. ~~The City shall be the fiscal agent for the Center for the term of this JPA.~~

~~B. The duties of the fiscal agent shall be as follows:~~

**Commented [CT14]:** Clint to look into.

**Commented [CT15R14]:** Eric will look into with legal in relation to real property.

**Commented [BDL16]:** Moved to MOU

**Commented [JT17]:** Maintenance is part of operating expenditures

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**Commented [JT18]:** Shall be used? Currently they do not have a required reserve, may need to remove this item.

**Commented [BDL19]:** Entire section moved to MOU

**Commented [BDL20R19]:** With the exception of the first sentence.

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~~\_\_\_\_\_ (1) Bill and collect all financial contributions from both Parties as provided herein.~~

~~\_\_\_\_\_ (2) Maintain separate accounting designated specifically for the Center revenue and operational accounts and related budgets.~~

~~\_\_\_\_\_ (3) Make all revenue or budget transfers and all disbursements for the Center as directed by its Director or his or her designee consistent with the authority granted by the Board.~~

**Commented [LD21]:** Work on this with Matt

~~\_\_\_\_\_ (4) Charge in its discretion monthly interest that accrues when Center operations result in a negative cash position based upon completely updated transaction processing.~~

~~\_\_\_\_\_ (5) Not allow any department of the fiscal agent to charge against any account unless the department submits an invoice with supporting documentation approved by the Center Director or Board, consistent with policies and procedures established by the Board and Director and the fiscal agent's procurement code and consistent with New Mexico law.~~

**Commented [JT22]:** Internal billings are done thru MUNIS, no invoice is created. May need to remove this section or reword

~~\_\_\_\_\_ (65) Prepare financial reports for the Center on an annual basis and as may be requested by the Center's Board from time to time, and time and present the reports to the Center's Board for review and approval.~~

**Commented [JT23]:** Annual basis? We prepare monthly but more beneficial doing quarterly  
Prepare unaudited quarterly financial reports and present to the Center's Board, may provide monthly finance reports to the Center's Finance Committee as requested.

~~\_\_\_\_\_ (76) Strictly account for all receipts and disbursements made pursuant to this JPA in accordance with all applicable laws and regulations and with the fiscal agent's procurement code and consistent with New Mexico law.~~

~~\_\_\_\_\_ (8) Account for all transactions on behalf of the Center including those related to fixed assets and provide for internal controls relating to the acquisition and disposal of fixed assets and proper recording of all liabilities.~~

**Commented [LD24]:** See 10 below

~~\_\_\_\_\_ (97) Provide all necessary accounting records sufficient to facilitate a "stand alone" financial statement. Prepare the Center's Annual Comprehensive Financial Report in accordance with generally accepted accounting principles (GAAP). The Center's financial statements shall be audited by an independent CPA selected by the fiscal agent and all applicable reports shall be included in the annual audited financial statement referred to herein. Such audit shall be performed in accordance with government audit standards. The audit may be performed in conjunction with the fiscal agent's annual audit as required by the Office of the State Auditor.~~

**Commented [JT25]:** The Center's ACFR is a stand-alone separate from the City's

~~\_\_\_\_\_ (108) Record and tag the Center's fixed assets in the City's Enterprise Resource Planning (ERP) Munis system in accordance with the City's Capital Policy. Conduct bi-~~

~~annual physical inventory of the Center's fixed assets and record in an inventory report, certified by the Center, in accordance with NM State Audit Rule.~~

~~C. Personnel Administration~~

~~(1) The fiscal agent shall house all personnel files of Center employees. The Director shall be responsible for providing updated personnel documentation to the fiscal agent to maintain said files.~~

~~(2) The fiscal agent The Human Resources (HR) Department shall provide human resource in processing in process newly hired employee paperwork and maintain and maintenance for the Center employees' ERP payroll system based upon the payroll data provided for the Center employees by the Director.~~

~~D. Program participation~~

~~The fiscal agent shall include the ASCMV employees in the following programs:~~

~~monthly random drug testing program;~~

~~Employee training services;~~

~~Employee assistance program~~

~~E. Information Technology Services~~

~~(1). The City shall provide for 24 months from the date of this signed agreement, the following information technology services as fiscal agent:~~

~~Provide purchasing standards for all computers.~~

~~Information Technology Policies:~~

~~Provide network support for all computer systems that are compliant with the City's technology standards.~~

~~Provide remote support and maintenance of computers that that are part of the City's Active Directory domain and are compliant with the City's technology standards.~~

~~Provide remote support, and maintenance of City approved software for computers that are part of the City's Active Directory domain.~~

~~Supply, support, and maintain phones directly connected to the City's phone system.~~

~~Support, and maintain fiber optics cabling and/or microwave systems that are used to connect to the City's network.~~

~~Provide end user licensing for network access, computer operating systems, information security software, and the City's office productivity suite.~~

~~Provide end user account and administrative support for the City's ERP system.~~

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Commented [JR26]: Risk? I'll support if the ASCMV follows all Drug Test related policies, including mandatory drug testing of new hires, and not hiring applicants with positive test results. There's no point, in my opinion, of doing randoms, when the other policies aren't followed.

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Commented [JR27]: Please be more specific. What type of training and is it online or in person that you are requesting? Related to Munis only.

Commented [JR28]: These services are provided for by the State of NM thru the benefit plans.

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~~After the initial 24 months of this agreement, The City shall continue to provide the following IT Services:~~

~~Provide end user account and administrative support for the City's ERP system.~~

~~Support and maintain a network connection to the City's ERP system.~~

~~D. Limitations on Duties The fiscal agent shall not be required to provide any services not described herein, including but not limited to:~~

~~(1) Training services.~~

~~(2) Benefits, programs or services specifically created for use by the fiscal agent's employees, other than administration of benefits provided through the Center's personnel policies.~~

~~(3) Legal services.~~

~~E. Compensation The fiscal agent shall be compensated for services rendered to the Center as set forth herein in the amount of \$86,000 per year base rate as of FY08-09. The base rate will be increased each year by the Consumer Price Index plus audit fees or other direct costs. Such compensation shall be considered an operation and maintenance expense of the Center and may be modified by resolution of the Board with the consent of the fiscal agent.~~

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## **7. Duties, Rights and Authority of the Center**

The purpose of the ASCMV is to continue providing and maintaining a safe place for county and city domestic animals and provide a positive live outcome whenever possible through programs managed by the ASCMV, included but not limited to:

- A. Accepting domestic animals for impound from county, city and other contracting entities as capacity allows, then accepting impounds as set in ASCMV policy and procedure.
- B. Operating and maintaining a volunteer program to help socialize, exercise, and engage animals and help throw-out the ASCMV daily duties.
- C. Operate and maintain a foster program to focus on the infant, young, senior, injured, and sick animals of the ASCMV.
- D. Operate and maintain a community cat program to increase the sterilization and vaccination of community cats in the Dona Ana County area.

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E. Operate and maintain an adoption program of available animals.

F. Operate and maintain a redemption program where impounded animals are redeemed by their owner.

87. Financial Contributions of City and County

A. Contributions for Operating Budget -

(1) The Center shall, on an annual basis, submit a proposed operating budget to the Board, which will be taken to the City Council and County Budget Work Sessions each year. Proposed budget ~~City and to the County will be~~ based on the Center's approved budget and any budget adjustments from the prior fiscal year operating needs, plus proposed increases/decreases for the new fiscal year. The Center shall also submit proposed capital improvements and special projects budgets when required by the Parties.

(2) The Board shall review and make recommendations regarding any proposed budget prior to the Center submitting the proposed budget to the Parties for consideration.

~~(3) The Center shall comply with the City's regular budget cycles following the procedures and all budgetary submission deadlines and procedures established by each of the Parties, the City.~~

~~(4) Proposed budgets shall be cooperatively reviewed jointly by City and County Staff, who shall provide budget development guidance and advice to the Center.~~

~~(5)~~ The Center's budgets are subject to appropriation of sufficient funds by the City and County and shall be deemed approved upon approval of the City's and the County's budgets.

~~(6)~~ The Parties intend to each pay for 50% of the Center's net operating budget; however, the Parties' respective financial contributions for the Center's net operating budget for a particular fiscal year will be whatever sum is approved in the City's and County's respective budgets for that expense.

~~(7)~~ The Parties will re-evaluate every three (3) years from the effective date of this JPA whether a 50% allocation to each Party for the Center's net operating budget is reasonable based on the total animals attributable to each Party as set forth below. The Parties may re-allocate the percentage of their financial contributions based on the re-evaluation.

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Commented [JT29]: Center's Board?

Commented [JT30]: Comply with the City's regular budget cycles following the procedures and submittal deadlines established by the City.

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Commented [JT31]: ?

Commented [LD32R31]: Not sure about this one either. I think we took care of this in (3).

Commented [BDL33]: MOU

Commented [CT34]: City and County need to agree on this

(86) Starting January 1, 2012, the Center shall maintain records as to the total number of animals handled by the Center and where each animal came from (City or County); and then shall calculate the percentage of total animals attributed to the City and to animals attributed to the County. This calculation may be used by the Parties when they re-evaluate the operating budget contribution percentages as provided above. The animal head count report shall include animals brought to the Center by City or County animal control officers, by City or County residents, or held under court order. Animals that are abandoned at the Center without identification shall be evenly allocated between the Parties.

B. Contributions for Capital Improvements – The Parties may require that the Center develop and submit a capital improvements plan and budget, and may provide funding for capital improvements shown on the plan in the Parties’ sole discretion.

C. Contributions for Special Projects — The Parties may require that the Center develop and submit a special projects plan and budget for projects not covered in the Center’s operating budget or capital improvements budget, and may provide funding for special projects in the Parties’ sole discretion.

D. Payment of Contributions –

(1) The ~~fiscal agent~~Parties shall pay to the Center on or before July 15 of the upcoming fiscal year twenty-two percent (22%) of the total financial contributions budgeted by the Parties for that fiscal year. The remaining budgeted financial contributions will be paid by the fiscal agent to the Center in eleven (11) equal payments due on or before August 15 and on the 15<sup>th</sup> day of each month thereafter for the remainder of that fiscal year.

Commented [JT35]: July 15, Should follow the billing cycle

(2) The fiscal agent shall ~~monthly~~ invoice ~~each Party~~the County ~~monthly~~ for its budgeted financial contribution for the upcoming month. Payment is due to the fiscal agent by ~~each Party~~ within thirty (30) days of receipt of the invoice.

Commented [JT36]: (1)Cover the City, (2) should only mention the County

98. Term and Termination

A. Term – The term of the JPA shall be ~~perpetual~~ ~~reviewed~~renewed every 5 years. If any dispute arises concerning this JPA, the Parties agree to attempt to resolve such dispute in an amicable manner at the least possible expense. If such dispute cannot be resolved and either Party deems the dispute to be of major proportion, then the dispute shall be submitted for mediation in compliance with the New Mexico Mediation Procedures Act.

Commented [CT37]: Mary Lou will look into how much County pays at start of fiscal year.

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B. Mutual Termination of JPA –

(1) The JPA may be terminated by the mutual consent of the Parties.

(2) If the Center is mutually terminated where there is a successor public entity which will carry on all of the activities of the Center and assume all of its obligations, then all property, rights and assets of the Center shall be transferred to the successor public entity.

(3) If the Center is mutually terminated when there is no successor public entity which will carry on any of the activities of the Center or assume any of its obligations, then all property, rights and assets of the Center shall be equally divided between the Parties.

(4) If the Center is mutually terminated when there is a successor public entity which would undertake some, but not all, of the functions of the Center and assume some, but not all, of its obligations, then all property, rights and assets of the Center shall be allocated by the Board between the successor public entity and the Parties.

(5) In the event that the Center is mutually terminated under the circumstances falling within (3) and (4) above, all decisions of the Board with regard to the property, rights and assets to be transferred to the Parties or any successor public entity shall be final.

C. Unilateral Termination of JPA –

(1) If either Party unilaterally withdraws from the JPA without the consent of the other Party, then all of its rights under the JPA shall be transferred to the remaining Party and the JPA shall be deemed to be terminated. The Party unilaterally withdrawing shall have no claim to a division or partition of Center assets, or a right to use services of the Center.

(2) The failure of either Party to pay its monthly financial contributions within 90 days of billing shall be considered a unilateral withdrawal.

9. Miscellaneous Provisions

A. Headings – The headings of the various sections of this JPA are inserted only for convenience or reference, and are not intended nor shall they be construed to modify, define, limit or expand the intent of the Parties.

B. Entire Agreement – This JPA represents the entire agreement and understanding between the Parties.

C. Amendments – The Parties acknowledge and agree that this JPA may be amended in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by the Parties and approved by the New Mexico Department of Finance and Administration.

D. Effective Date – This JPA shall become effective upon execution by the Parties and approval by the New Mexico Department of Finance and Administration.

10. Tort Claims Act – By entering into this JPA, the Parties and their “public employees” as defined in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., do not waive sovereign immunity or any defense or limitation of liability pursuant to law. No provision of this JPA modifies or waives any provision of the New Mexico Tort Claims Act.

EXECUTED in duplicate on the date first written above.

**CITY OF LAS CRUCES**

By: \_\_\_\_\_  
~~Robert L. Garza, P.E.~~ Jfo Pili  
City Manager

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**COUNTY OF DOÑA ANA**

By: \_\_\_\_\_  
~~Brian D. Haines~~ Fernando Macias  
County Manager

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APPROVED AS TO FORM:

\_\_\_\_\_  
~~Harry S. (Pete) Connolly~~ Jennifer Vega Brown Jocelyn Garrison  
City Attorney

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\_\_\_\_\_  
~~John W. Caldwell~~  
County Attorney

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STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION

By: \_\_\_\_\_  
~~Richard E. May~~  
Cabinet Secretary Designate

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Date: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Office of the General Counsel

~~Make necessary corrections or provide additional information on requisitions and purchase orders to the City as requested.~~



**ANIMAL SERVICE CENTER OF THE MESILLA VALLEY  
RESOLUTION NO. 2023-14**

**A RESOLUTION AMENDING THE CONTRACT OF CLINT THACKER,  
EXECUTIVE DIRECTOR FOR THE ANIMAL SERVICE CENTER OF THE  
MESILLA VALLEY (ASCMV), AS OUTLINED BELOW.**

**WHEREAS**, the Board of Directors of the Animal Services Center of the Mesilla Valley is tasked to represent and address the needs of its residents and the humane treatment of their companion animals; and

**WHEREAS**, the Board of Directors of the ASCMV is engaged in a long-term effort to improve the humane care of animals in Dona Ana County, to provide a safe shelter for lost, mistreated and abandoned animals and to use all available resources to place such animals in safe, loving and permanent homes; and

**WHEREAS**, in the interest of these objectives, the Board desires to promote stability in management and security among the employees; and

**WHEREAS**, the ASCMV Board of Directors completed an annual performance review for Executive Director Clint Thacker in a closed session on June 29, 2023; and

**WHEREAS**, his performance was deemed to meet or exceed expectations across all evaluation criteria based on the fact that the overall operation and condition of the Animal Services Center of the Mesilla Valley is satisfactory and is proceeding in a positive direction.

**NOW THEREFORE**, the Board of Directors of the Animal Services Center of the Mesilla Valley hereby resolves that Clint Thacker, Executive Director be offered a contract extension according to the terms of the attached Addendum to the Employee Contract Agreement for the Executive Director of the Animal Services Center of the Mesilla Valley (Exhibit "A").

**PASSED AND APPROVED** this 28<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Board Chairperson

Moved By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**VOTE:**

Manuel Sanchez, Chair \_\_\_\_\_  yea  nay

Kasandra Gandara, Vice-Chair \_\_\_\_\_  yes  nay

Christopher Schaljo-Hernandez, Member \_\_\_\_\_  yea  nay

Becky Corran, Member \_\_\_\_\_  yea  nay

Fernando Macias, Member \_\_\_\_\_  yea  nay

Yvonne Flores, Member \_\_\_\_\_  yea  nay

Barbara Bencomo, Ex-Officio Member \_\_\_\_\_  yea  nay

Mary Lou Ward, Ex-Officio Member \_\_\_\_\_  yea  nay

**ATTEST:**

\_\_\_\_\_  
Amanda López Askin, Ph.D., County Clerk



**ADDENDUM TO**  
**EMPLOYMENT CONTRACT AGREEMENT FOR THE**  
**Director of Animal Services Center of the Mesilla Valley**

**Recitals**

**Whereas** the Animal Services Center of the Mesilla Valley ("ASCMV") and Clint Thacker ("Employee") entered into an agreement wherein Employee would serve as Director of the ASCMV on November 27, 2017 ("Agreement"); and

**Whereas** the ASCMV Board of Directors passed a resolution on December 12, 2019 amending Paragraph Two in the Agreement Concerning the Employee's term from November 26, 2019 through to December 31, 2021.

**Addendum to Agreement**

**1. TERM:**

ASCMV and Employee agree that employee's term shall be from June 29, 2023 through December 31, 2025.

All other provisions of the Agreement shall remain in full force and effect. This addendum supersedes any provisions of the original agreement that may conflict with it.