



**AGREEMENT
BETWEEN VALENCIA COUNTY
AND THE CITY OF RIO COMMUNITIES**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE FOR ANIMALS
ORIGINATING FROM THE JURISDICTION OF THE CITY OF RIO COMMUNITIES**

THIS AGREEMENT is made and entered by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and City of Rio Communities, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

RECITALS

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, the City of Rio Communities incorporation was officially recognized by the Board of County Commissioners of Valencia County on January 18, 2013 after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 et seq; and,

WHEREAS, Rio Communities is completely within the boundaries of the County of Valencia, however, after incorporation the County of Valencia no longer has jurisdiction to provide services in the incorporated area; and,

WHEREAS, NMSA 1978, Section 77-1-12 (2009) provides that, "[e]ach municipality and each county shall make provision by ordinance for the seizure and disposition of dogs and cats running at large and not kept or claimed by any person on the person's premises; provided, however, that the ordinance does not conflict with the provisions of Chapter 77, Article 1B NMSA 1978.;" and,

WHEREAS, stray dogs, cats and other animals running at large in the Municipality pose a danger to the health safety and welfare of its citizens & the Municipality currently does not have a animal control sheltering services; and,

WHEREAS, the County of Valencia employees and equips an animal control officers and operates a kennel to house said animals; and,

WHEREAS, the Municipality does not have animal control officers or a facility to house stray dogs, cats and other animals running at large in the Municipality; and,

WHEREAS, the County Animal Control Center is a facility which is able to house a limited number of additional animals in return for a charge to cover the costs of housing and disposing of the animals; and,

WHEREAS, the Municipality desires to engage the County to provide certain services to the Municipality regarding the housing of impounded Municipality animals at the County Animal Control Center, and the County is willing to provide the service.

NOW THEREFORE the parties hereby agree as follows:

1. **SCOPE OF SERVICES & FEES.** The County agrees to provide the following services and facilities to the Municipality:
 - a. Housing. The County will provide housing, food and water for animals if the animals are: (i) seized or received from the Municipality (including by the County providing animal control services within the Municipality) or (ii) surrendered by citizens of the Municipality. Residents of the Municipality are those individuals whose primary residences are physically located within the Municipality corporate limits as said corporate limits are shown and depicted on the most recent Planning and Zoning Atlas adopted by the Municipality Council. Employees or agents of the Municipality shall not leave an injured or sick animal at the shelter afterhours. Any animal requiring any type of care for an injury or medical condition shall be examined, treated and medication prescribed by a licensed veterinarian prior to being dropped off at the shelter. The Shelter has the exclusive right to elect not to accept animals if they are sick or injured. The animals described herein shall be referred to in this Agreement as “Municipality Animals” or “Municipal Animals”.
 - b. Location. The County will house the Municipality Animals at the County Animal Control Center at 1209 Highway 314, in Los Lunas, NM.
 - c. Animal Control. The County shall respond to animal control calls for the Municipality within the city limits when manpower available. Such responses shall be deemed to be under the authority of the Municipality.
 - d. Owner Pickup. In order for an animal owner to pick up a municipal animal in the County’s custody per this agreement the owner shall pay the \$50 per day fee incurred. The charges must be paid in full by the owner to the Municipality **before** they can pick up their animal from the County. The receipt will be signed by the City Manager **or** by Municipal Clerk only. The Municipality will call Animal Control before each pick-up to get the charges that need to be paid. The charges need to be ready daily. The animal owner must turn in this Receipt to the County Animal Control with “Paid in Full” or **they cannot pick it up.**

- e. Unclaimed Animal. The Municipality will be charged \$50.00 per day per animal picked up or dropped off from the Municipality. There will be a maximum of \$150.00 (3 days) charge to the Municipality for every municipal animal from within the Municipal limits on a regular stray hold. If the animal isn't claimed by the owner after three (3) days, the animal will become the property of the County and the Municipality won't be charged for adoption or euthanasia. The daily charge of \$50 per day per animal for protective custody is calculated from Midnight to Midnight and will not be prorated (I.e. One minute after midnight and the Municipality will be responsible for the entire \$50.00 fee of the next day). This fee will be charged to Municipality and paid to Valencia County. The Municipality will only be charge for animals picked up within the City limits.
 - f. Veterinary Fees. The Municipality, or the owner if applicable, will be responsible for all veterinary care charges for an animal before the animal become the property of the County.
 - g. Animal Control Services Charge. The County will charge the rate of \$35 per hour worked providing animal control services per Animal Control Officer (time and ½ pay for each Officer as well as a reasonable administrative fee to cover equipment/fuel).
 - h. Court Ordered or Protective Custody Holds. Custody hold animals will be held until released by an authorized Municipal official or Judge. There will be no limit on how many days the animals are held and \$50.00 per day per animal will be charged until the hold is released.
 - i. Law & Procedures. The Municipality will be held, fed, treated, released (reclaimed or adopted), euthanized and disposed of in accordance with the requirements of New Mexico law, the Valencia County Animal Control Ordinance and County procedures, including the County Animal Control Standard Operating Procedures.
 - j. County Forms. The County shall provide forms required for impoundment, quarantine, animal euthanasia and disposal of Municipality Animals without additional charge.
 - k. No Sale of the Municipal Animals for Research. No Municipality Animals held at the Center will be sold or given to any individual or entity to be used for biomedical research.
 - l. Title to Municipality Animals. Upon the expiration of the impoundment period or protective custody period for Municipality Animals, unless the Municipality notifies the County to the contrary regarding a specific Municipality Animal, the Municipality Animal shall be the property of the County. Thereafter, the County shall apply the County Animal Control Ordinance and County Procedures when deciding to either allow the animal to be adopted or to euthanize the animal. If a Municipality Animal dies or is required to be euthanized while in the custody of the County, the County is authorized to dispose of the remains whether or not it belongs to the County or Municipality.
2. TERM. This Agreement will become effective upon approval of both parties and shall continue unless terminated pursuant to section 3 *infra*.
 3. TERMINATION. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Valencia County: Office of the County Manager
P.O. Box 1119
444 Luna Avenue
Los Lunas, NM 87031
Fax: (505) 866-3355

If to Municipality: Office of the City Manager
360 Rio Communities Blvd
Rio Communities, NM 87002
Fax: (505) 861-6804

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County and the Municipality shall be liable for their own actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County and/or the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.
6. EMPLOYEES. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
7. MISCELLANEOUS.
- a. Assurances. Consistent with the terms and conditions hereof, each Party will execute and deliver such certificates and other documents and take such other action as any other Party may reasonably require in order to carry out the Agreement and the transactions contemplated hereby.

- b. Severability. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such provision may be modified to the extent necessary to make this Agreement legal and enforceable. If such provision cannot be so modified, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- c. Amendment. The Agreement may be amended if, in the opinion of the Parties, an amendment would be desirable to advance the purpose of the Agreement. However, the Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.
- d. Assignment. The Agreement or any of the rights, duties, or obligations of the Parties hereunder, shall not be assigned by either Party without the express written consent and approval of the other Party.
- e. Attorney's Fees. In the event this Agreement results in dispute, mediation, litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the Secretary of the Department of Finance and Administration, or his designee, as set forth below.

**VALENCIA COUNTY, a political
subdivision of the State of New Mexico.**

APPROVED, ADOPTED, AND PASSED on this __day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Jhonathan Aragon
Chair, District V

Tom Mraz,
Vice-Chair, District II

Gerard Saiz
Commissioner, District I

David A. Hyder
Commissioner, District III

Charles D. Eaton
Commissioner, District IV

Attest:

Peggy Carabajal, County Clerk

PASSED, APPROVED, AND ADOPTED this 28th day of April 2020 in a Regular Business Meeting session of the City of Rio Communities, Valencia County, New Mexico.

City of Rio Communities Governing Body

Mark Gwinn,
Mayor

Margaret (Peggy) Gutjahr,
Mayor Pro-tem

Bill Brown,
Councilor

Joshua Ramsell,
Councilor

Jimmie Winters
Councilor

ATTEST:

Elizabeth (Lisa) Adair,
Municipal Clerk