



ANIMAL SERVICE CENTER OF THE MESILLA VALLEY

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ANIMAL SERVICE CENTER OF THE MESILLA VALLEY BOARD OF DIRECTORS

AGENDA

The following agenda will be considered at a regular Meeting of the Animal Service Center of the Mesilla Valley Board of Directors to be Held on **Thursday, September 3, 2009, at 9:00 a.m.** at the Doña Ana Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico.

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call of ASCMV Board Members Present and Determination of Quorum
- IV. Minutes
 1. Approval of the Minutes from the regular ASCMV Board Meeting held August 6, 2009
- V. Chair Comments
- VI. Public Input
- VII. Presentations
 - Alice Anderson
- VIII. Reports
 1. Financial Report –
 - a. July 2009 Financial Report – Dr. Mark Sutter, CLC Fiscal Manager
 2. ASCMV Director – Dr. Beth Vesco-Mock
 - a. Animal statistics report – July 2009
 - b. Activities at Shelter
 - c. Policies and Operating Procedures Manual
- IX. Action Items(s)
 1. Approve Memorandum of Agreement Establishing Protocol for Seized Animals
- X. Public Input
- XI. Board Input
- XII. Adjournment

If You Need an Accommodation for a Disability to Enable You to Fully Participate in this Event Please Contact Us 48 Hours Before the Event at [382-0018/v](tel:5753820018) or [541-2128/tty](tel:5752128). Posted Dated: August 27, 2009

Animal Services Center of the Mesilla Valley

Monthly Statistics Report

July 2009

		Dogs	Cats	Rabbits	Reptiles	Pocket Pets	Avian E	Avian L, W	Livestock <small>(horse, goat, sheep, pig, donkey)</small>	Wildlife <small>(skunk, coyote, fox, raccoon)</small>	Total
INTAKE	City of Las Cruces										
	Owner Surrender	44	43	0	0	0	0	1	0	0	88
	Returned Adoptions	5	2	0	0	0	0	0	0	0	7
	Seized from Owners	10	6	0	0	0	0	0	0	0	16
	Strays (brought in by the public)	44	64	2	1	0	0	0	0	0	111
	Strays (brought in by Animal Control)	190	152	2	0	0	1	3	0	5	353
	Wildlife	0	0	0	0	0	0	0	0	0	0
	Subtotal City of Las Cruces	293	267	4	1	0	1	4	0	5	575
	Doña Ana County										
	Owner Surrender	88	25	0	0	0	0	0	1	0	114
	Returned Adoptions	2	0	0	0	0	0	0	0	0	2
	Seized from Owners	15	1	0	0	0	0	0	0	0	16
	Strays (brought in by the public)	26	65	0	0	0	0	0	0	0	91
	Strays (brought in by Animal Control)	297	213	1	0	0	0	2	1	0	514
	Wildlife	0	0	0	0	0	0	0	0	0	0
	Subtotal Doña Ana County	428	304	1	0	0	0	2	2	0	737
	Jurisdiction Unknown	50	62	1							113
	Total Intake	771	633	6	1	0	1	6	2	5	1,425

OUTCOME	Dogs	Cats	Rabbits	Reptiles	Pocket Pets	Avian E	Avian L, W	Livestock <small>(horse, goat, sheep, pig, donkey)</small>	Wildlife <small>(skunk, coyote, fox, raccoon)</small>	Total
(City & County)										
Admin Missing	0	0	0	0	0	0	0	0	0	0
Adoptions	118	55	3	1	1	1	11	10	0	200
Expired in Shelter	13	4	1	0	0	0	2	1	0	21
DOA	23	13	0	0	0	0	0	0	0	36
Return to Owner	158	8	0	0	0	1	0	0	0	167
Transferred Out (Rescues)	30	0	0	0	0	0	1	1	0	32
Wildlife Release	0	0	0	0	0	0	0	0	0	0
Euthanized										
Age - Too Old	9	1	0	0	0	0	0	0	0	10
Age - Too Young	9	41	0	0	0	0	0	0	0	50
Behavior - Aggressive	72	9	2	0	0	0	18	0	0	101
Behavior - Timid	50	82	0	0	0	0	0	0	0	132
Feral	0	131	0	0	0	0	0	0	0	131
Hit by Car	2	3	2	0	0	0	0	0	0	7
Medical Issues	47	24	1	0	0	0	2	0	0	74
Medical - Distemper	3	0	0	0	0	0	0	0	1	4
Medical - Felv	0	1	0	0	0	0	0	0	0	1
Medical - FIV	0	0	0	0	0	0	0	0	0	0
Medical - HW Positive	2	0	0	0	0	0	0	0	0	2
Medical - Kennel Cough	33	0	0	0	0	0	0	0	0	33
Medical - Parvo	7	0	0	0	0	0	0	0	0	7
Medical - Pregnant	0	5	0	0	0	0	0	0	0	5
Medical - Ringworm	1	5	0	0	0	0	0	0	0	6
Medical - URI	73	225	0	0	0	0	0	0	0	298
Owner Request	28	4	0	0	0	0	0	0	0	32
Policy	0	1	0	0	0	0	1	0	4	6
Space	13	12	0	0	0	0	0	0	0	25
Space - Pitbull Breed	29	0	0	0	0	0	0	0	0	29
Subtotal Euthanized	378	544	5	0	0	0	21	0	5	953
Euthanasia Rate	49.0%	85.9%	83.3%	na	na	na	350.0%	na	100.0%	66.9%
Total Outcome	720	624	9	1	1	2	35	12	5	1,409

		Dogs	Cats	Rabbits	Reptiles	Pocket Pets	Avian E	Avian L, W	Livestock <small>(horse, goat, sheep, pig, donkey)</small>	Wildlife <small>(skunk, coyote, fox, raccoon)</small>	Total
Public Services	City Clinic (includes outside surgeries, vaccinations, and microchips)	15	0	0	0	0	0	0	0	0	15
	County Clinic (includes outside surgeries, vaccinations, and microchips)	10	2	0	0	0	0	0	0	0	12
	Jurisdiction Unknown	0	0	0	0	0	0	0	0	0	0
	Subtotal Clinic In	25	2	0	0	0	0	0	0	0	27
	Clinic Out (includes outside surgeries, vaccinations, and microchips)	16	1	0	0	0	0	0	0	0	17

Grand Total	Intake*	771	633	6	1	0	1	6	2	5	1,425
	Outcome*	720	624	9	1	1	2	35	12	5	1,409

Statistics	Live Release Rate	46.6%	10.4%	37.5%	100.0%	100.0%	100.0%	36.4%	100.0%	0.0%	30.2%
	Euthanized, Expired in Shelter, DOA	414	561	6	0	0	0	23	1	5	1,010
	Average Intake/day	24.9	20.4	0.2	0.0	0.0	0.0	0.2	0.1	0.2	46.0
	Average Outcome/day	23.2	20.1	0.3	0.0	0.0	0.1	1.1	0.4	0.2	45.5
	Average Euthanizations/day	12.2	17.5	0.2	0.0	0.0	0.0	0.7	0.0	0.2	30.7
	Average RTO/day	5.1	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.4
	Average Adoptions/day	3.8	1.8	0.1	0.0	0.0	0.0	0.4	0.3	0.0	6.5

* The discrepancy between intake and outcome numbers is due to the number of animals taken in on the final three to five days of the month whose outcome is listed on the following month's report. (Animals are held in Strays three days without tags and five days with identification for owner reclaim). It is doubtful that the two numbers will ever match.

**MEMORANDUM OF AGREEMENT ESTABLISHING
PROTOCOL FOR SEIZED ANIMALS**

THIS AGREEMENT is made and entered into by and between the Parties, specifically the County of Doña Ana (hereinafter referred to as “County”), by and through its Board of County Commissioners, and the Animal Service Center of the Mesilla Valley (hereinafter referred to as “Center”), by and through its executive director.

WHEREAS, the animal control unit of the Doña Ana Sheriff’s Office seizes various animals that are evidence in criminal proceedings pending in court and may still be property of defendants in those proceedings; and

WHEREAS, these seized animals are either placed into the custody of the Center to be held pending criminal proceedings or placed into the custody of the Center to be disposed of as the Center deems fit; and

WHEREAS, the animals being held pending criminal proceedings are commonly referred to as “court-hold animals”; and

WHEREAS, assessments and other documentation generated in relation to animals that have already been disposed of by the Center may still be needed as evidence in such criminal proceedings; and

WHEREAS, the care, treatment, custody, and disposition of seized animals require special procedures and cooperation between the animal control unit and the Center; and

WHEREAS, to insure the integrity of the criminal prosecution as well as the proper disposition of animals at the appropriate stage of those proceedings, the Parties desire to enter into a mutual arrangement to establish protocols governing the transfer of custody, both temporary and permanent, and the continuing care of seized animals;

NOW THEREFORE, in consideration of the premises and the mutual and reciprocal promises of the Parties hereto, it is hereby agreed by and between the Parties:

ARTICLE 1) DUTIES AND RESPONSIBILITIES: These procedures pertain to the handling of seized animals that are the subject of criminal proceedings.

A) Initial Delivery: When a seized animal is taken to the Center, all pertinent paperwork shall be provided to the Center before the animal is unloaded from the animal control vehicle.

- i. An evidence sheet shall be signed by both Parties before such animal is unloaded from the animal control vehicle. The original copy of the evidence sheet shall stay at the Center to preserve the chain of custody. A copy of the evidence sheet shall be provided to the animal control officer delivering the animal.

- ii. A completed impound sheet for such animal shall be provided to the Center before the animal is unloaded from the animal control vehicle.
- iii. A seized animal shall not be treated as a court-hold animal by the Center unless such documentation clearly designates the animal as such.
- iv. The Center reserves discretion to determine whether it has the capacity to care for additional court-hold animals and may refuse delivery of additional court-hold animals once it has reached its full capacity. Both parties shall make reasonable efforts to coordinate their respective operations.

B) Transfer of Custody: When court-hold animals are placed in foster care or returned to the care of the animal control unit, the chain of custody should indicate the animal is in the custody of animal control. Animal control unit personnel shall provide the Center with reasonable notice before retrieving any animal.

C) Foster Care: Foster care of court-hold animals shall only be processed by the animal control unit case agent or designee, and in such cases custody shall be formally transferred back to the animal control unit.

D) Medical Assessment: Each seized animal, including small animals and large animals or livestock, must be medically assessed by Center personnel or other substitute qualified personnel no later than twenty-four (24) hours from the time of delivery, and every three (3) months thereafter if the animals are to be held pending criminal proceedings. Neither the animal control unit case agent nor other County personnel need be present for or witness to such medical assessment.

- i. If ownership of the animal is relinquished to the Center, and the animal is not to be held pending criminal proceedings, the assessment shall be conducted before the animal is disposed of by the Center.
- ii. Copies of the assessment records or reports shall be provided to the animal control unit case agent.

E) Livestock Inspector: If the Livestock Inspector comes in to assess a court-hold animal, Center personnel shall notify the animal control unit case agent. The Livestock Inspector shall not be permitted to remove a court-hold animal from the Center for any reason without the approval of the animal control unit case agent.

F) Incident Reports: At any time during the holding period at the Center, if a court-hold animal is sick or injured and requires medical attention or euthanasia, Center personnel shall notify the animal control unit case agent immediately. The incident shall be documented within seven (7) days in a written report with photographs. Copies of such report shall be provided to the animal control unit case agent. If possible, the animal control unit case agent or other County personnel shall be present

for such medical attention or euthanasia.

- G) Viewing of Animals:** A suspect or criminal defendant shall not be permitted to view a court-hold animal without the approval of the animal control unit case agent. Viewing of a court-hold animal by a party shall occur by appointment with a minimum notice of twenty four (24) hours, coordinated with the animal control case agent, and only in the presence of the case agent or the agent's designee and Center personnel.
- H) Animal Inspection:** Animal control unit personnel shall provide the Center with 24-hour notice before inspecting the conditions of the seized animals in the Center's care.
- I) Confidential Information:** Any information given to or developed by the Center in the performance of this Agreement is confidential and shall not be made available to any individual, organization, or other entity by the Center without prior written approval of the animal control unit case agent.
- J) Legal Actions:** The prosecuting authority shall have the exclusive authority to petition the court for an order for an animal owner to post security to indemnify the costs incurred to care and provide for the seized animal or for any other relief associated with the seized animal. Any funds received pursuant to a successful petition for indemnification shall promptly be disbursed to the Center to care and provide for animals subject to such petition.
- K) Disposition Determination:** Upon relinquishment of ownership to the Center of any seized animal, the Center shall have the exclusive authority and responsibility for determining the final disposition of such animal. Such decisions shall take into account health information bearing on an animal's suitability of adoption or reintroduction into the food chain and law enforcement concerns. The animal control agency shall provide the Center with all health and behavior information it has acquired to enable the Center to make an informed decision. The Center may euthanize a court-hold animal if it deems such action to be necessary due to the animal being in severe, acute distress or if the animal is irremediably suffering; otherwise, the Center shall not dispose of an animal prior to its ownership being relinquished specifically to the Center, either voluntarily by the owner or by order of a court of competent jurisdiction.

ARTICLE 2) PERIOD OF PERFORMANCE: The period of performance of this agreement shall be of indefinite duration with the parties' right to terminate as provided herein.

ARTICLE 3) NOTICES: All correspondence or notices shall be sent to:

Doña Ana County Sheriff
845 N. Motel Blvd.
Las Cruces, NM 88007

Executive Director
3551 Bataan Memorial West
Las Cruces, NM 88012

ARTICLE 4) ASSIGNMENT OF AGREEMENT: The Parties shall not assign or delegate any interest in this agreement or transfer any interest or assign any claims for money due or to become due under this agreement, without the written consent of the other Party.

ARTICLE 5) TERMINATION: Either party may terminate this agreement with or without cause by providing written notice to the other party thirty days in advance of the termination.

ARTICLE 6) AMENDMENTS: This agreement shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 7) INDEPENDENT AGENCY: Nothing in this Agreement is intended, or should be construed in any way, to create or establish a partnership relationship between the Parties or to establish the Center's employees as employees of the County for any purpose or any manner whatsoever, nor County's employees as employees of the Center. The Center and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County, nor shall the County and its employees accrue leave, retirement, insurance, or any other benefits afforded to the employees of the Center. The Center is an independent agency. The Center, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County, nor shall the County, its officers, directors, employees, servants, agents, or representatives be or be deemed employees of the Center.

ARTICLE 8) LIABILITY: 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE 9) HOLD HARMLESS: The Center shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, ' 41-4-1 to ' 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Center's negligence or intentional acts, errors or omissions in the Center's performance under this Agreement. The Center's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this Agreement, for negligence, acts, errors or omissions to act occurring during the term of this Agreement.

ARTICLE 10) SOVEREIGN IMMUNITY: By entering into this Agreement, the Parties and their "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 11) THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Agreement.

ARTICLE 12) PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Agreement or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 13) MERGER OF PRIOR AGREEMENTS: This Agreement incorporates all the conditions, agreements and understandings of the Parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 14) PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

ARTICLE 15) GOVERNING LAW: This Agreement shall be construed in agreement with the Laws of the State of New Mexico. The Parties shall also comply with all applicable Federal and local laws, ordinances, rules and regulations.

ARTICLE 16) BINDING EFFECT OF AGREEMENT: The Parties agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, assigns, successors, and transferees

ARTICLE 17) SEVERABILITY: If any clause or provision of the Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is voidable and no damages shall accrue to either party.

ARTICLE 18) NON-APPROPRIATION: The Parties' obligations to make any payment under the terms of this Agreement are contingent upon its appropriation of sufficient funds to make those payments. If either party does not appropriate funds for the continuation of this Agreement, this Agreement will terminate upon written notice of that effect to the other party.

ARTICLE 19) DUPLICATE ORIGINAL DOCUMENTS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

DOÑA ANA COUNTY

**ANIMAL SERVICES CENTER
OF THE MESILLA VALLEY**

Todd Garrison
Doña Ana County Sheriff

Beth Vesco-Mock
Executive Director

Date_____

Date_____