



CITY HALL
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LAS CRUCES, NM 88004

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**Board of Directors Meeting
Thursday, July 25, 2024 at 9:00 AM**

**Meetings can be viewed live at
lascruces.civicweb.net**

	Page
1. <u>CALL TO ORDER AND PLEDGE OF ALLEGIANCE</u>	
2. <u>DETERMINATION OF QUORUM</u>	
3. <u>ACCEPTANCE OF AGENDA</u>	
4. <u>CLOSED MEETING STATEMENT</u>	
4.1. Reading of Statement For Closed Meeting held on Thursday, June 27, 2024.	
5. <u>MINUTES FOR APPROVAL</u>	
5.1. Approval of the Minutes from the regular ASCMV Board Meeting held April 25th, 2024. 04-25-24 ASCMV Minutes	3 - 10
6. <u>INTRODUCTION OF NEW BOARD MEMBERS</u>	
7. <u>ELECTION OF OFFICERS</u>	
8. <u>COMMITTEE MEMBER APPOINTMENTS</u>	
9. <u>REPORTS/PRESENTATIONS</u>	
9.1. City and County ACO Reports - City Animal Control and County Animal Control	
9.2. Shelter Statistics/Activities - Clint Thacker QUARTERLY STATISTICS REPORT 2024 QTR2	11 - 13
9.3. Committee Reports a. Finance - Barbara Bencomo, Committee Chair b. Executive - Manuel Sanchez, Committee Chair c. Facilities - Clint Thacker, Exec. Director	
10. <u>ACTION ITEMS</u>	
10.1. A RESOLUTION TO ACCEPT THE PETCO LOVE LIFESAVING	14 - 27

IMPACT GRANT FOR \$110,000 AND AMEND THE FY2025 ASCMV BUDGET.

[CAES #24-114 - Pdf](#)

- 10.2. A RESOLUTION TO REPEAL RESOLUTION NO. 2024-01. THE STATE OF NM BOARD OF VETERINARY MEDICINE NM ANIMAL CARE AND FACILITY FUND RESCINDED AWARD FOR SPAY AND NEUTER SERVICES.

28 - 32

[CAES #24-139 - Pdf](#)

- 11. **PUBLIC INPUT**
- 12. **CHAIR AND BOARD COMMENTS**
- 13. **ADJOURNMENT**

Next Meeting: Thursday, October 24, 2024

ANIMAL SERVICE CENTER OF MESILLA VALLEY

April 25, 2024 at 9:00 a.m.

BOARD MEMBERS PRESENT:

- Becky Corran - Board Member
- Yvonne Flores - Board Member (arrived 9:17)
- Christopher Schaljo-Hernandez – Board Member
- Fernando Macias - Board Member
- Barbara Bencomo - Ex-Officio Member

BOARD MEMBERS ABSENT:

- Manuel Sanchez - Chairman
- Becki Graham - Board Member
- Mary Lou Ward - Ex-Officio Member

- 1. Call to Order & Pledge of Allegiance (9:04 a.m.):** Chair Corran called the meeting to order. All stood for Pledge of Allegiance.
- 2. Determination of Quorum:** A quorum was determined to be present.
- 3. Acceptance of the Agenda:** Motion by Board Member Bencomo, second by Board Member Schaljo-Hernandez. Motion passed.
- 4. Minutes**
 - 4.1 Approval of the Minutes from ASCMV Meeting March 28, 2024:** Motion by Board Member Schaljo-Hernandez, second by Board Member Bencomo. Motion passed.
- 5. Reports/Presentations**
 - 5.1 CfPP Presentation: Cruces Cool Cats - Selina Cardoza:** Selina Cardoza of Cruces Cool Cats presented a PowerPoint. They treat medically and socialize many cats for adoption, run a Trap/Neuter/Release program, and educational programs to help people care for the feral and community cats. They have a catio for those feral cats that are adoptable as working cats rather than pets. There are two caretakers who live on the sanctuary and feed, socialize, and clean up after the cats. The two dogs at the sanctuary were adopted from ASCMV and help socialize the cats with dogs. Since 2021 the TNR program has served over 630 cats. Adoptions have increased in 2024 due to a better website and more active social media presence. Adopters get a home visit before and keep in touch with the rescue after adoption. Cruces Cool Cats plans to hold a pet expo in the late summer for educational outreach and fundraising as well as a benefit walk

for fundraising. Open house hours for adopters to meet cats will start this summer to allow adopters to interact with their potential pets and to help socialize all the cats. Cool Cats is currently at full capacity and hope to adopt more cats out so they can help more cats. Cool Cats accepts donations on the website as well as cash or check. Volunteers are welcome any time. Donations of cat food, litter, and furniture are also welcome and there is a wish list on Amazon. Cruces Cool Cats has a Facebook and Instagram. The address is 1585 Durazno with hours to be determined and the e-mail is crucescoolcats@gmail.com with the phone being 575-386-5585. Adoptable cats are available through the shelter as well as at PetSmart.

5.2 City and County ACO Reports - City and County Animal Control: Brian Hulse reported on March 2024 with 381 reported stray animals, 156 were picked up which included 27 cats and 129 dogs. This included nine sick/injured with four cats and five dogs. There were 13 owner surrenders which were all dogs. A four-year comparison was shown. The numbers are holding steady. A four-year return to owner comparison was shown. There were 27 RTOs this month, the highest number for this year. Additional animals picked up were: No owner surrender cats, 13 owner surrender dogs, nine sick/injured animals, eight welfare hold animals, and no cruelty cases. There were ten shelter quarantines, two home quarantines, and one quarantine held at the live facility. There are five dogs in live evidence awaiting court. There were no rabies submissions. There were 13 diverted intakes. There were 549 education and the total calls was 671 for March 2024. The breakdown per district was shown District 1 was three dogs; District 2 was 11 cats and six dogs; District 3 was three cats and 30 dogs; District 4 was four cats and 31 dogs; District 5 was five cats and 24 dogs; District 6 was one cat and seven dogs; and District 7 was three cats and 28 dogs. District 4 is going to need more attention to see what is going on, as it has been consistently high for the last several months. There were not as many people trapping cats in March, so that is why the cat numbers are low. Reasons for owner release: One was aggressive; one was vicious; one was involved in livestock attacks; one was unable to be kept on the property; one the owners were moving and unable to take it with them; eight dogs the owners simply could not afford upkeep. Vicious/livestock attack situations usually involve citations and often euthanasia. Sometimes animals are left with their owners as long as the animal is kenneled at all times and the owners obey several rules pertaining to controlling the animal.

Gino Jimenez reported the City's numbers for March 2024. There were 433 stray calls; 221 gone on arrival; 212 apprehended; 201 were impounded at ASCMV; 86 were dogs and 91 were cats. Successful field RTO 35 animals and 14 were unsuccessful attempts to RTO. These animals had some sort of identification but ACOs were unable to get some of them back to their

owners. This made a total of 49 identifiable animals. Three-year comparison for March was shown; total stray calls for the year is 1,344. Three-year field RTO comparison was shown; total successful field RTOs were 135. The Peak Performance report shows that this month City ACOs fell a bit short of their goal of 65% minimum secured animals with a total of 50.2%. The Peak Performance RTO goal is 25% of all strays captured; this month ACOs achieved 20%. Peak Performance goal #3 is a 10% reduction of stray animal bites; March showed a 126% decrease compared to last year's March numbers. Peak Performance goal #4 is a 10% reduction in owner victim bites; there was no increase or decrease as compared with last year. The community cat program totals: ACOs responded to 61 cats in traps with six already marked. This brings numbers up to 201 trap calls and 22 community cats released. Reasons for owner surrendering animals: Six dogs were for behavioral issues; five dogs the owners were unable to care for; three dogs for aggression; three dogs the owners could no longer afford; two cats the rental agreement did not allow that many pets; one dog for lifestyle change; one dog the owner was unable to keep it in the yard; one dog the rental agreement did not allow, and this was the same family as the two cats; one dog grew too big and the owner could not handle it, especially as the owner had physical injuries; one dog the owner could not afford the pet deposit. Reasons unable to field RTO: Eight had no contact by phone or at the residence and one was in Dona Ana County; four the chips were not registered; one dog the owner did not want to meet with the ACO and agreed to pick it up at ASCMV; one was adopted from ASCMV and that owner no longer wanted it. Total calls for the month are 1,115 bringing the year total to 3,283. Two ACOs attended a career day at Hillrise Elementary with LIBBY (Las Cruces Is Beautiful Because of You). LIBBY is handled by a Codes officer and is part of the Keep Las Cruces Beautiful program. There is a new ACO this month.

5.3 Shelter Statistics/Activities: Clint Thacker reported the March 2024 numbers. There is a new Volunteer Coordinator. Elaine Quinn introduced herself. Population at the Center was 289. Intake was 717 animals with 535 dogs 171 cats, and 11 others. Intake methods: ACOs brought in the most; owner surrenders jumped up to 16.6% probably due to litters coming in; born in care was also up. Several returns after adoptions were due to behavior issues that the owners did not want to deal with. Diverted intake numbers were shown. In 2024 there were 177 dogs and 18 cats diverted. Outcomes: 218 animals were euthanized, making the live release rate 69.6%. Reclaims and rescues were very low in March. The rescues are having difficulty moving animals. Mr. Thacker thanked the rescues taking pets out and showed the transfer statistics. Euthanasia reasons include space/behavior for dogs since there is nowhere to keep and train them; aggression for dogs; for cats it is mostly for medical/general; again, there is nowhere to hospitalize or house them. Mr. Thacker is looking into contracting a dog behaviorist to see if the dogs can be trained before

adoption. The surgery team has done 324 surgeries in March for a total of 1,009. The foster program is successful with 100 dogs and 58 cats in foster with 73 foster parents. The fosters are taking care of many bottle babies. The volunteers have done almost 2,000 hours year to date. The dog walking team did 134 hours in March. A group called Dogs Playing for Life will come in May to organize a group play yard for the dogs and instruct the staff, volunteers, and guests. One half hour of playing together is the equivalent of an hour-long walk. This is being sponsored so the shelter does not have to pay for it. Visitors were up a bit with around 6,500 people year to date. Website views at down a bit, possibly due to more traffic on social media. Facebook views were 17,200. Upcoming events include Petco, PetSmart, McCoy's, and the Farmers' Market. On April 28, 2024 will be Picnic with a Pup which will be hot dogs and fun with the dogs that have been in the medical facility and hopefully they will be adopted. Pets of the week are Kiti and Rose, but Rose was adopted on Monday. The Fantastic Four program is for long-term dogs to get more exposure and possibly adopted. Luna was adopted after almost a year. The other three are still up for adoption and the program is being pushed on Facebook.

5.4 Committee Reports

Finance - Barbara Bencomo, Committee Chair: Board Member Bencomo reported that Rocio Gamboa attended the meeting for her. Discussion topics included the quarterly financials and FY25 budget. She introduced Michael Fuccini to present.

Michael Fuccini presented the third quarter report. This compares the numbers that were budgeted against actual. The Center's overall finances have been good over the past nine months. Statement of Net Position: Assets are \$1,132,164; accounts payable negative \$6,323; crude liabilities \$116,228; revenues collected in advance of \$155,461; unassigned fund balance of \$866,798 bringing the total liabilities in fund balance equal to the cash available. Contributions from County is \$1,612,456 and City \$1,612,479; other revenue \$360,788 bringing the total to \$3,585,723. Expenditures: Salary \$1,586,145; benefits \$539,924; temporary services none due to being almost fully staffed, so that \$25,000 that was budgeted has been redistributed; services \$359,044; supplies \$347,458; all other expenditures \$106,429. Actual totals compared to budget showed slightly higher revenues and slightly lower expenditures. The expenditures are expected to go up in the last quarter of the fiscal year. There are only a few vacancies left to fill. The revenues are front-loaded every July so it looks like there is a dramatic drop from July to August in revenues. Board Members asked that Mr. Fuccini add a vacancies report to the financials. He reported that if there is a surplus of funds at the end of the year, it will be repurposed to the medical budget. The Medical Director needs a much

larger budget to support the TNR and low-cost spay and neuters. Next year's budget will include the higher numbers for the medical budget.

Executive – Manuel Sanchez, Committee Chair: Vice-Chair Corran reported that she attended the Committee meeting with Chair Sanchez, Chris Schaljo-Hernandez, and Clint Thacker. Topics were the upcoming budget, Director's evaluation, and this meeting's plans. Clint Thacker reported that the Committee met with Emergency Management to discuss the shelter's emergency preparedness and made good plans.

Facilities - Clint Thacker, Exec. Director: Clint Thacker reported that they had a great meeting attended by both County Commissioners and City Council Members. They toured the facilities to find issues. The main issue continues to be the washing machines' installation. The floors need to be redone in the new Center to make slabs thick enough for the machines. Mr. Thacker will be working on different ways to get laundry done until the machines are up and running. They have been seeking companies to install tops on the kennels. Public access to the medical building has been implemented. Signage will be installed soon and there are pawprints to lead people to the facility to meet adoptable animals. There are several cameras needing repairs. Keys to the locks are being made for the City and will be shipped soon. Access cards have not yet been issued. Each dog pod has a grooming station now. Shade structures have been moved into the play yards and now need to be installed. There will be a meeting with the contractors to discuss the washing machine pads and who will be paying for them.

6. Action Items:

6.1 A Resolution to adopt the FY2025 Proposed Annual Budget for the Animal Services Center of the Mesilla Vally per "Exhibit A":

The new handout was given to Board Members. Clint Thacker reported that they now have the exact number for the insurance. The City is expecting the budget to be reduced by 3% for each department. ASCMV is requesting \$383,000 to begin implementing the compensation study. There will be no increased request for operations; the ask is \$240,000. The revised budget based on the approved budget plus grants is about \$4.7 million, then adding in the \$240,000 makes the budget \$4.98 million. When removing the expected contribution of the ASCMV, the grant rollover, and dedicated sterilization funds, the request is \$4.4 million; split in half for the City and County it will be \$2.2 million each. This budget will cover all the shortfalls and the required increase in salaries and benefits. No one at the Finance Committee could find where the \$81,000 shortfall came from for FY24. Staff will research further. The numbers in MUNIS have not been updated, as the new numbers only came in yesterday. Mr. Fuccini will update that when

1 the numbers stop changing. He explained that there are many sources of
2 the shortfall. The City budget will be up for approval on May 20, 2024. They
3 are currently budgeting the same as last year's revised numbers for
4 ASCMV, but they will be open to adjustments when needed. Board
5 Members were reminded that this is an advisory board, and even if they
6 approved the budget today the City Council and County Commissioners
7 might not accept it. Clint Thacker is worried that if the budget is not
8 approved he will not be able to find the money to pay the new higher
9 salaries. As the shortfall seems to be only in the budgeting and not in the
10 actuals, staff can find the discrepancies later.

11
12 Accept the budget, motion by Board Member Macias, second by Board
13 Member Schaljo-Hernandez. Motion passed.

14
15 The Exhibit A handed to the Board this morning is not the same as what the
16 public has right now. The motion needs to be amended to accept the
17 updated Exhibit A that was given this morning rather than the one that was
18 originally published for the meeting.

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20 Amendment, motion by Board Member Macias, second by Board Member
21 Schaljo-Hernandez. Motion passed.

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23 **7. Public Input:**

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25 Kathe Stark, member of the public requested clarification of the Board's position
26 on a "friends of" 501(c)(3) organization at a later board meeting.

27
28 Geri Wheelis, member of the public requested an update on the JPA.

29
30 Jo Ruprecht, member of the public was invited to attend the meeting by Clint
31 Thacker. Her neighbor's cat had a poor outcome when brought to the shelter. Mr.
32 Thacker had indicated that he and the staff would try to change things to fix the
33 problem. The chip was untraceable and the cat was euthanized before the new
34 owner was located. Ms. Ruprecht and her friends are working on a "Check the
35 Chip" campaign to remind people to check their chip information to be sure their
36 information is current, and they hope to make it a County-wide event in June.

37
38 **8. Chair and Board Comments:**

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40 Chair Corran reported that there was a proposed closed session but the
41 information to be discussed is not complete. The session will be postponed for the
42 next meeting. The JPA was approved last Friday. Anyone interested in joining the
43 Board can apply on the City website in the Boards and Committees section starting
44 next week. Meetings will be held quarterly and the Executive Committee needs to
45 meet to plan the transition to the new system, and the current Board will have a
46 few monthly meetings to help smooth the process.

Board Member Bencomo thanked everyone for their patience on the JPA and MOU process. She is pleased that she does not have to go up to Santa Fe to find out the progress on it.

Board Member Flores thanked everyone for coming and Clint Thacker and staff for their hard work.

Board Member Schaljo-Hernandez was excited that the new JPA was approved. He encouraged the Board to continue meeting until the problems are fixed for when the new Board Members come on. He also suggested creating an onboarding process for the new community members.

Chair Corran encouraged Board Members to keep May 23, 2024 on their calendars as a special meeting and closed session.

9. Adjournment (11:18 p.m.)

Adjournment, motion by Board Member Schaljo-Hernandez, second by Board Member Flores. Motion passed.

BOARD OF DIRECTORS

Manuel Sanchez, Chairperson

Becki Graham, Board Member

Becky Corran, Board Member

Yvonne Flores, Board Member

Fernando Macias, Board Member

Christopher Schaljo-Hernandez, Board Member

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ATTEST:

Barbara Bencomo, Ex Officio Member

Mary Lou Ward, Ex Officio Member

Amanda Lopez Askin, County Clerk

Animal Services Center of the Mesilla Valley

Quarterly Statistics Report- April through June 2024

		<i>Dogs</i>	<i>Cats</i>	<i>Rabbits</i>	<i>Reptiles</i>	<i>Pocket Pets</i>	<i>Avian E</i>	<i>Avian L, W</i>	<i>Livestock (horse, goat, sheep, pig)</i>	<i>Wildlife (skunk, bat, coyote, fox)</i>	<i>Total</i>
INTAKE	City of Las Cruces										
	Owner Surrender	201	38	7	2			1			249
	Returned Adoptions	26	5								31
	Seized/Welfare Hold	66	17								83
	Strays (brought in by the public)	159	160					1			320
	Strays (brought in by Animal Control)	246	315	1	3	1		2	1		569
	Wildlife				1		2	2		1	6
	Subtotal City of Las Cruces	698	535	8	6	1	2	6	1	1	1,258
	Doña Ana County										
	Owner Surrender	126	20								146
	Returned Adoptions	4	2								6
	Seized/Welfare Hold	25	0								25
	Strays (brought in by the public)	112	125								237
	Strays (brought in by Animal Control)	439	168								607
	Wildlife							3			3
	Subtotal Doña Ana County	706	315	0	0	0	0	3	0	0	1,024
	Anthony, NM - Owner Surrender	12	0								12
	Return Adoption	0	0								0
	Seized/Welfare Hold	5	0								5
	Stray - by public	8	0								8
	Stray - by Animal Control	42	10								52
	Hatch - Owner Surrender	0	0								0
	Return Adoption	0	0								0
	Seized/Welfare Hold	0	0								0
	Stray - by public	0	4								4
	Stray - by Animal Control	3	0								3
	Mesilla - Owner Surrender	9	0								9
	Return Adoption	0	0								0
	Seized/Welfare Hold	0	0								0
	Stray - by public	2	1								3
	Stray - by Animal Control	2	5								7
	Sunland Park -Owner Surrender	6	0								6
	Return Adoption	0	0								0
	Seized/Welfare Hold	0	0								0
	Stray - by public	1	1								2
	Stray - by Animal Control	3	0								3
	WSMR -Owner Surrender	0	2								2
	Return Adoption	0	0								0
	Seized/Welfare Hold	0	0								0
	Stray - by public	0	0								0
	Stray - by Animal Control	0	1								1
	Born In Care	20	0								20
	Community Cats	0	0								0
	Jurisdiction Unknown/Other	5	1								6
	Transfers In	0	0								0
	Total Intake	1,522	875	8	6	1	2	9	1	1	2,425

OUTCOME <i>(city and county)</i>	Admin Missing											
	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-Escaped											0
	Offsite-Missing											0
	Offsite-Stolen From											0
	Shelter-Escaped											0
	Shelter-Missing											0
	Shelter-Stolen From											0
	Subtotal Admin Missing	0	0	0	0	0	0	0	0	0	0	0
	Adoptions	351	140	0	4	7		1				503
	Expired in Shelter Care	1	9	0	1	0	0	0	0	0	0	11
	Expired in Foster Care	1	11	0	0	0	0	0	0	0	0	12
	DOA	0	0	0	0	0	0	0	0	0	0	0
	Return to Owner	244	12	0	0	0	0	1	1	0		258
	Transferred Out (Rescues)	385	212	0	0	1	0	5	0	0		603
	Community Cats (TNR)	0	168	0	0	0	0	0	0	0	0	168
	Wildlife Release	0	0	0	0	0	0	1	0	0		1
	Owner Request Euthanasia	166	27	0	0	2	0	0	0	0	0	195
	Euthanized	0	0	0	0	0	0	0	0	0	0	0
	Behavior - Aggressive - Dog	44	0	0	0	0	0	0	0	0	0	44
	Behavior - Aggressive - Other Animals	2	0	0	0	0	0	0	0	0	0	2
	Behavior - Aggressive - People	14	2	0	0	0	0	0	0	0	0	16
	Behavior - Feral	2	6	0	0	0	0	0	0	0	0	8
	Behavior - High Arousal Level	0	0	0	0	0	0	0	0	0	0	0
	Behavior - Problem Eliminator	0	0	0	0	0	0	0	0	0	0	0
	Behavior - Resources Guarding	10	0	0	0	0	0	0	0	0	0	10
	Behavior - Timid	3	0	0	0	0	0	0	0	0	0	3
	Behavior - Timid - Fear Biter	42	1	0	0	0	0	0	0	0	0	43
	Court Order	4	0	0	0	0	0	0	0	0	0	4
	Medical - Distemper Suspect - Resp/GI	0	0	0	0	0	0	0	0	0	0	0
	Medical - Distemper - Exposed	0	0	0	0	0	0	0	0	0	0	0
	Medical - Distemper - TX	0	0	0	0	0	0	0	0	0	0	0
	Medical - Distemper - Non TX	0	0	0	0	0	0	0	0	0	0	0
	Medical - Failure of Vital Function	0	0	0	0	0	0	0	0	0	0	0
	Medical - Failure To Thrive	29	85	0	0	0	0	0	0	0	0	114
	Medical - Felv	0	0	0	0	0	0	0	0	0	0	0
	Medical - FIV	0	0	0	0	0	0	0	0	0	0	0
	Medical - General	27	21	0	0	0	0	1	0	0	0	49
	Medical - Geriatric	4	0	0	0	0	0	0	0	0	0	4
	Medical - HW Positive - TX	0	0	0	0	0	0	0	0	0	0	0
	Medical - HW Positive - Non TX	0	0	0	0	0	0	0	0	0	0	0
	Medical - Mange - TX	0	0	0	0	0	0	0	0	0	0	0

	Medical - Mange - Non TX	0	0	0	0	0	0	0	0	0	0
	Medical - Mass	1	0	0	0	0	0	0	0	0	1
	Medical - Neurological	0	0	0	0	0	0	0	0	0	0
	Medical - Organ Failure	0	0	0	0	0	0	0	0	0	0
	Medical - Parvo - Exposed	11	0	0	0	0	0	0	0	0	11
	Medical - Parvo - TX	0	0	0	0	0	0	0	0	0	0
	Medical - Parvo - Non TX	104	0	0	0	0	0	0	0	0	104
	Medical - Pregnant	0	0	0	0	0	0	0	0	0	0
	Medical - Prolapse	0	0	0	0	0	0	0	0	0	0
	Medical - Respiratory Signs - TX	1	2	0	0	0	0	0	0	0	3
	Medical - Respiratory Signs - Non TX	13	56	0	0	0	0	0	0	0	69
	Medical - Ringworm	2	22	0	0	0	0	0	0	0	24
	Offsite Euthanasia	0	0	0	0	0	0	0	0	0	0
	Rabies Suspect - General	0	0	0	0	0	0	0	0	0	0
	Rabies Suspect - Injured	0	1	0	0	0	0	0	0	0	1
	Rabies Suspect - Sick/Symptomatic	0	0	0	0	0	0	0	0	0	0
	Rabies Suspect - Wildlife	0	0	0	0	0	0	0	0	2	2
	Severe Injuries - Animal Attack	1	0	0	0	0	0	0	0	0	1
	Severe Injuries - General	12	22	0	0	0	0	1	0	1	36
	Severe Injuries - Hit By Car	6	3	0	1	0	0	0	0	0	10
	Space - Behavior	75	0	0	0	0	0	0	0	0	75
	Space - General	118	0	0	0	0	0	0	0	0	118
	Space - Medical	11	0	0	0	0	0	0	0	0	11
	Wildlife - Nuisance	0	0	0	0	0	0	0	0	1	1
	Subtotal Euthanized	536	221	0	1	0	0	2	0	4	764
	Euthanasia Rate	35.2%	25.3%	na	16.7%	na	na	22.2%	na	400.0%	31.5%
	Total Outcome	1,684	800	0	6	10	0	10	1	4	2,515

Grand Total	Intake*	1,522	875	8	6	1	2	9	1	1	2,425
	Outcome*	1,684	800	0	6	10	0	10	1	4	2,515
Statistics	Live Release Rate	64.6%	70.7%	na	80.0%	100.0%	na	80.0%	100.0%	0.0%	66.9%
	Euthanized, Expired in Care, DOA	538	241	0	2	0	0	2	0	4	787
	Average Intake/day	16.7	9.6	0.1	0.1	0.0	0.0	0.1	0.0	0.0	26.6
	Average Outcome/day	18.5	8.8	0.0	0.1	0.1	0.0	0.1	0.0	0.0	27.6
	Average Euthanizations/day	5.9	2.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.4
	Average RTO/day	2.7	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.8
	Average Adoptions/day	3.9	1.5	0.0	0.0	0.1	0.0	0.0	0.0	0.0	5.5



2024-04

ASCMV Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		Adopted:	July 25, 2024
Drafter:	Bernice Navarro	Department:	Administration
Program:	ASCMV	Line of Business:	
Title:	A RESOLUTION TO ACCEPT THE PETCO LOVE LIFESAVING IMPACT GRANT FOR \$110,000 AND AMEND THE FY2025 ASCMV BUDGET.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
TO ACCEPT A \$110,000 GRANT FROM PETCO LOVE AND AMEND THE FY25 BUDGET.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
THE ASCMV SUBMITTED AN APPLICATION TO PETCO LOVE IN 2024 REQUESTING A GRANT TO ASSIST IN PURCHASING AN ADOPTION TRAILER FOR THE CENTER. THIS WOULD HELP TO INCREASE OUR ABILITY TO TAKE ANIMALS TO OFFSITE EVENTS IN ORDER TO PROMOTE MORE ADOPTIONS FROM THE CENTER. PETCO LOVE APPROVED A GRANT ABOVE AND BEYOND THE INITIAL REQUEST, STATING THE FUNDS ARE TO BE USED FOR ANY LIFESAVING PURPOSES, INCLUDING THE ADOPTION TRAILER.

SUPPORT INFORMATION:
[Exhibit "A" - Fund Summary](#)
[Attachment "A" - Petco Love Grant Executed Agreement](#)

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
Funding Source(s): Petco Love Foundation Grant		

Overall Budget Impact:
This will increase the FY2025 budget by \$110,000.

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

Agenda Item #10.1.

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the Petco Love grant and amend FY25 budget.
2. Vote "No"; this will decline accepting the Petco Love grant.
3. Vote to "Amend"; this will amend the resolution and will require direction from the ASCMV Board to staff.
4. Vote to "Table"; this will delay acceptance of the resolution for budget adjustments and will require direction from the ASCMV Board to staff.

REFERENCE INFORMATION:

Attachment "A" - Petco Love Grant Agreement

RESOLUTION 2024-04

A RESOLUTION TO ACCEPT THE PETCO LOVE LIFESAVING IMPACT GRANT FOR \$110,000 AND AMEND THE FY2025 ASCMV BUDGET.

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

WHEREAS, the ASCMV applied for and received a \$110,000 grant in FY2024 from the Petco Love Foundation to support lifesaving, spaying and neutering efforts for domestic animals; and

WHEREAS, a budget adjustment is needed to include the funds from the grant for the FY2025 budget; and

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

(I)

THAT the budget adjustment reflected in Exhibit “A” attached hereto and made part of this resolution is hereby adopted.

(II)

THATonce 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)

THATASCMV 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

Agenda Item #10.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	7440 ANIMAL SERVICES CENTER 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 599,678	0	0	599,678
Revenues				
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	4,755,739	4,755,739	0	4,755,739
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	40,000	40,000	0	40,000
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	110,000	110,000
Debt Service	0	0	0	0
Total Revenues	4,795,739	4,795,739	110,000	4,905,739
TOTAL RESOURCES	\$ 5,395,417	4,795,739	110,000	5,505,417
Expenditures				
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	4,795,740	4,795,739	110,000	4,905,739
Total Expenditures	\$ 4,795,740	4,795,739	110,000	4,905,739
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 599,677	0	0	599,678

Agenda Item #10.1.



Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

April 10, 2024

Animal Service Center of the Mesilla Valley
3551 Bataan Memorial Hwy West
Las Cruces, 88012

Dear Clinton Thacker:

I am pleased to inform you that Petco Love, a nonprofit changing lives, has chosen to support the nonprofit mission and/or charitable purpose of the Grantee identified above by making a grant investment (the "Investment") in Grantee.

This grant letter (the "Grant Letter") and Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

1. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Investment shall be for the Investment Purpose stated below.

Investment Terms	
Investment amount	\$110,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	04/30/2025

Agenda Item #10.1.



Payment Schedule:

Payment:

Due on or before:

\$110,000.00	04/30/2024
--------------	------------

Reporting Schedule:

Name:

Due on or before:

Lifesaving Impact Award Report	01/31/2025
--------------------------------	------------

2. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

- a. Issue a Press Release announcing Petco Love's Lifesaving Investment and endeavor to achieve maximum press coverage and promotion of the Investment.
- b. Promote the Investment on social media and other public promotional opportunities in conjunction with the announcement of the Investment.
- c. Prominently display Petco Love's logo on Grantee's website, and Investment celebration check and other assets (if provided) in Grantee's lobby or other highly trafficked location during the Grant Investment Period
- d. Identify Petco Love as the primary sponsor of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with actionable, lifesaving solutions, social activations, and benefits in addition to grant investments. Partnership is a key component of your relationship with Petco Love; as such, Grantee will:

- e. Use Petco Love Lost as Grantee's primary pet reunification tool with prominent placement on Grantee's website and continuously promote Petco Love Lost to community.
- f. To maximize lost pet reunions, replace Grantee's lost/found reports with Petco Love Lost and adjust software privacy permissions to allow maximum visibility of pets in Grantee's care (minimum of 90%).
- g. Provide Adoption Support Benefit flyers to all adopters.
- h. Endeavor to participate in Petco Love's adoption activations, including but not limited to participating in adoptions at Petco, and in local Petco Love-sponsored adoption events (if applicable) during the Grant Investment Period.

Agenda Item #10.1.



- i. Sign up key staff members of the organization (including the CEO or Executive Director) to receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.
- j. Complete all follow up reports as assigned in the grant application portal and submit Annual Data Reports annually by March 31 during Grant Investment Period.
- k. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
- l. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love shall be recognized with prominent logo placements on three sides of the vehicle used or purchased.

If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE

By: Susanne Kogut
 Name: Susanne Kogut
 Title: President

Accepted and agreed to this date: 4/10/2024

By: Clinton Thacker
 Name: Clinton Thacker
 Title: Executive Director



Appendix A

Petco Love Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

Section 1. Investment generally

A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is Lifesaving Investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

B. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, Petco Love agrees to make the Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without Petco Love's prior written approval.

C. Investment Amount and Use

Petco Love agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The Investment will be payable as set forth in the Grant Letter.



If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein.

If Grantee is a governmental entity, division, or department, Grantee agrees that the Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

Section 2. Representation and Warranties of Grantee

- A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Investment described herein solely for the exempt purposes stated in Section 1 above.
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.
- C. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.
- E. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

Section 3. Additional Covenants of Grantee

- A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love.



- B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.
- C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

Grantee hereby grants to Petco Love a worldwide, royalty-free, non-exclusive, non-transferrable licenses to copy, distribute, display, perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B), any photographs, videos, text, images, and other content provided by the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.

If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.

Grantee may promote itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed



uses of Petco Love name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.

Section 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to Petco Love as required



herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent Petco Love.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

Section 8. Termination of Investment

Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.

Section 9. Future Funding

Grantee acknowledges that Petco Love is not making any representations regarding future funding of Grantee, other than as specified herein.



Section 10. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

Section 11. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

Section 12. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

Section 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 14. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of California, exclusive of its choice of law rules.

The address for notifications to Petco Love is:

Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.



2024-05

ASCMV Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:		Adopted:	July 25, 2024
Drafter:	Bernice Navarro	Department:	Administration
Program:	ASCMV	Line of Business:	
Title:	A RESOLUTION TO REPEAL RESOLUTION NO. 2024-01. THE STATE OF NM BOARD OF VETERINARY MEDICINE NM ANIMAL CARE AND FACILITY FUND RESCINDED AWARD FOR SPAY AND NEUTER SERVICES.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
TO REPEAL RESOLUTION 2024-01.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
ON NOVEMBER 8, 2023, THE STATE OF NM BOARD OF VETERINARY MEDICINE SELECTED THE ASCMV AS ONE OF THE RECIPIENTS OF AN AWARD OF \$42,420 FROM THE STATE OF NM ANIMAL CARE AND FACILITY FUND IN ORDER TO ASSIST WITH ASCMV SPAY/NEUTER SERVICES. HOWEVER, ON MARCH 22, 2024, THE NM BOARD OF VETERINARY MEDICINE NOTIFIED THE ASCMV THAT THESE FUNDS WOULD NOT BE DISBURSED AS ORIGINALLY INTENDED DUE TO LEGAL ISSUES. THERREFORE, THE ASCMV WILL NOT RECEIVE THESE FUNDS AND WILL NEED TO RE-APPLY WITH THE STATE IN ORDER TO RECEIVE ANY FUNDS IN THE FUTURE.

SUPPORT INFORMATION:
[Attachment "A" - Program Notification Letter 03-22-2024](#)

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:
BUDGETED AMOUNT: AVAILABLE AMOUNT: EXPENDITURE AMOUNT:
Funding Source(s):

Does this action amend the Capital Improvement Plan (CIP)?
☐ Yes
☒ No

Agenda Item #10.2.

Does this action align with Elevate Las Cruces?

- ☐ Yes
- ☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to repeal Resolution 2024-01.
2. Vote "No"; this will not repeal Resolution 2024-01 and will require direction from the ASCMV Board to staff.
3. Vote to "Amend"; this will amend the resolution and will require direction from the ASCMV Board to staff.
4. Vote to "Table"; will require direction from the ASCMV Board to staff.

REFERENCE INFORMATION:

Attachment "A"- ASCMV Program Notification Letter
Resolution 2024-01

RESOLUTION 2024-05

A RESOLUTION TO REPEAL RESOLUTION NO. 2024-01. THE STATE OF NM BOARD OF VETERINARY MEDICINE NM ANIMAL CARE AND FACILITY FUND RESCINDED AWARD FOR SPAY AND NEUTER SERVICES.

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

WHEREAS, the ASCMV applied for and was selected to receive a \$42,420 grant in FY2024 from the State of NM Animal Care and Facility Fund to provide funding for costs associated with spaying and neutering services provided by the ASCMV; and

WHEREAS, the ASCMV was notified by the State of New Mexico Board of Veterinary Medicine (Attachment "A") that the \$42,420 grant awarded in FY2024 from the State of New Mexico Animal Care and Facility Fund was not able to disburse the funds to the ASCMV as originally intended.

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

(I)

THAT the Board of Directors of the Animal Services Center of the Mesilla Valley hereby repeal resolution 2024-01 based on the information provided in Attachment "A".

(II)

THAT 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

Agenda Item #10.2.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

State of New Mexico Vice-
Board of Veterinary Medicine

MICHELLE LUJÁN GRISHAM
Governor



Lawrence Young, DVM
Chair

William J. Duran, MPA
Executive Director and CFO

March 22, 2024

Clinton Thacker
Animal Services of Mesilla Valley
551 Bataan Memorial West
Las Cruces, NM 88012

Dear Clinton,

The New Mexico Board of Veterinary Medicine ("Board") is writing to provide you with an update regarding the disbursement of funds awarded through the spay and neuter program last fall.

Unfortunately, the Board is currently unable to disburse the funds as originally intended. After processing the initial funding applications, it came to our attention that the funding program must be conducted pursuant to processes and standards established by rules for the Board to legally disburse funds. You will be able to reapply for the funds once the regulation is in place, and you will also have an opportunity to comment on the proposed rules before they become law.

Please be assured that the Board is diligently working to expedite the process of promulgating the necessary rules. We understand the importance of these funds for the success of the program and are fully committed to resolving this issue as swiftly as possible. Once the regulation is effective and it is legally permissible for the Board to disburse the funds, we will be in touch to provide further instruction for the reapplication procedure.

We sincerely apologize for any inconvenience or delay this may cause and appreciate your patience and understanding as we work through this process. Your efforts to promote responsible pet ownership and animal welfare through the program are also appreciated immensely. If you have any questions or concerns, please do not hesitate to reach out to our office at (505) 553-7021.

A handwritten signature in dark ink, appearing to read "Will J. Duran".

William J. Duran, MPA
Executive Director and CFO

7301 Jefferson Street, N.E., Suite H
Albuquerque, NM 87109-4363

Telephone 505.553.7021
Facsimile 505.553.7024

