

AGREEMENT BETWEEN THE VILLAGE OF RUIDOSO AND THE HUMANE SOCIETY OF LINCOLN COUNTY

THIS AGREEMENT dated May 9th, 2023, made and entered into by and between the VILLAGE OF RUIDOSO, a municipal corporation of the State of New Mexico, hereinafter called the "VILLAGE" and "HUMANE SOCIETY OF LINCOLN COUNTY hereinafter called the "CONTRACTOR"

WITNESSETH:

WHEREAS, the Village has the duty to protect and maintain the safety and welfare of its citizens including the need to obtain services and facilities necessary to safely and humanely shelter animals for the purpose of animal control and the protection of the citizens of the Village; and

WHEREAS, Contractor is ready, able and willing to render the needed services and provide facilities required for the safe and humane control of animals and the protection of the citizens of the Village which are the responsibility of the Village.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1) Term. The term of this Agreement shall be for one (1) year, beginning on July 1st, 2023 and ending June 30, 2024.

2) Compensation. For the services to be provided to the Village by Contractor set out below, the Village agrees to pay \$95,000.00 during the term of this Agreement, said amount to be paid in equal monthly installments in the month following the month in which services were provided to the Village by Contractor.

3) Services Provided by Contractor. Contractor agrees to receive all dogs and cats delivered to it by the Village's Animal Control Officer or other Village Officials or residents of the Village of Ruidoso, and to shelter, feed, care for, and dispose of said animals as required by applicable Village Ordinance and State and Federal law. Contractor shall keep and maintain its shelter in a clean, sanitary condition at all times. Contractor shall properly care for and protect and harbor all animals delivered to it in a humane and decent manner. Contractor specifically guarantees that it will at all times maintain adequate space for all animals brought to its shelter by the Village and its agents and employees.

4) Indemnification. Contractor agrees to hold harmless, indemnify and defend the Village and its "public employees" as defined in the New Mexico Tort Claims Act, Section 41-4-1 through 41-4-29 NMSA 1978, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs or actions of any kind or nature whether from death, bodily injury or damage to property arising from or out of, connected with, resulting from or related to Contractor's activities in connection herewith, including, but not limited to, the operation of the Animal

Shelter or Contractor's use or occupancy of any motor vehicle including, but not limited to, any negligent or intentional acts or omissions of Contractor's officers, employees, servants, agents, representatives, customers, invitees, patrons, contractors, subcontractors, successors, assigns or suppliers, as well as all the persons doing business with or receiving services from Contractor.

Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or renewal period or any other termination of this Agreement.

5) Sovereign Immunity. By entering into this Agreement, the Village and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives on provisions of the New Mexico Tort Claims Act, supra.

6) Third Party Beneficiary It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions or any part of the Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Agreement to maintain any suit for wrongful death, bodily or personal injury, damage to property or any other matter whatsoever pursuant to the provisions of this Agreement.

7) Independent Contractor. The Village shall not have any responsibility for shelter maintenance, any utilities, improvements, feeding, cleaning or Contractor personnel in connection with the operation of the shelter, nor shall the Village be responsible in any manner for the control or care of the animals placed in the shelter. Contractor is an independent contractor by performing these services for the Village and is not an employee of any federal, state or local government body and is not an agent of the Village. Neither the Contractor nor any of its employees shall accrue leave, retirement, insurance or any other benefits afforded to employees of the Village as a result of this Agreement.

8) Shelter Areas. Contractor agrees to maintain within the Animal Shelter the following separate areas:

a. Adoptable Animals: defined as animals which have been brought to the shelter by their owners and are non-vicious and which Contractor determines, as a matter of its sole discretion, are suitable for placement with persons who may wish to adopt said animals.

b. Stray Animals: defined as animals without proof of current vaccination against rabies and owners of which are not known;

c. Quarantined Animals: defined as:

i. Those animals which have bitten a person causing an abrasion or break in the skin, which are to be confined or disposed of in the manner provided according to Village Ordinances and State Law.

ii. Those animals declared to be under quarantine or observation by the Village or County (District) Health Officer, such declaration or quarantine to be based on a finding by any of the above authorities of the existence, or a danger of the existence of rabies in a particular area of the Village or County, and such animals to be handled or disposed of in the manner provided by Village Ordinances and according to State Law.

d. Detained Animals: defined as those animals that do not fit any of the above definitions and that have been placed in the Animal Shelter by the Village and its "public employees" or the County and its public employees, pursuant to the enforcement of any and all local laws, statutes, ordinances, municipal or county codes, state laws or pursuant to the order of any Court.

9) Custody and Control of Animals. Except as provided otherwise herein, all animals brought to the Animal Shelter shall remain under the control of the Shelter until redeemed by the owner, euthanized, disposed of, or released by Contractor for adoption.

Except for quarantined animals and detained animals as defined in paragraphs 7 (c) and 7 (d) above, all untagged animals that remain in the Animal Shelter for a period of seventy-two (72) hours shall, at the end of said period, be considered to be the property of Contractor with authority for Contractor to adopt or euthanize said animals at its discretion.

All tagged animals that remain in the Animal Shelter for a period of one hundred-twenty (120) hours, or if tag is untraceable to the owner after seventy two (72) hours, shall, at the end of said period, be considered to be the property of Contractor with authority for Contractor to adopt out, dispose of, or euthanize at its discretion.

10) Business Hours. The Village Police Department will have keyed access to impound facilities at the Animal Shelter at all times for the purpose of impounding animals for care and housing during hours when Animal Shelter is not open for business. Contractor agrees to provide care for impounded animals seven (7) days per week. The Animal Shelter will be open to the public for adoptions, redemption of animals and to conduct other business five (5) days per week on Monday, Tuesday, Thursday, and Friday from 10:00am to 4:00pm and Saturday from 10:00 a.m. to 2:00 p.m., except for holidays and inclement weather days. The hours of operation shall be posted for view by the public.

11) Animal Licenses. As issued in ordinance section 14-4-E, Humane Society of Lincoln County is to issue upon receiving proof of rabies vaccine licenses to all residents owning an animal within Village of Ruidoso limits. Cost will be a minimum of \$5 for each neutered animal and \$25 for each unneutered animal.

12) Insurance. The Contractor shall maintain insurance coverage at all times on the Leasehold Property, its operations, the building and the building contents, as follows:

a. General Commercial Liability Insurance in the amounts specified in the New Mexico Tort Claims Act with the Village named as an additional insured.

13) Cancellation. This Agreement may be cancelled if:

a. Contractor does not comply with one or more provisions of this Agreement; in this case the Village may, at its discretion, give written notice to Contractor that it shall have seven (7) days from the date of notice to come into compliance with the provision or provisions in question. If Contractor does not come into compliance with the requirements of the provisions referred to in the notice, the Village may, at its option, cancel this Agreement immediately.

b. Either party may, upon giving sixty (60) days written notice to the other party, cancel this Agreement.

14) Renewal. The term of this Agreement may be extended for three (3) additional one-year terms extending through June 30, 2024. Thirty (30) days prior to the close of any term of this agreement, which is subject to extension, the Village shall give Contractor notice of its desire to renew or not to renew this Agreement. If both parties desire to renew, the appropriate officer of the Contractor shall countersign the notice and the Agreement shall be renewed for an additional one-year period.

15) Notices. All notices under this Agreement shall be sufficient if sent by United States First Class Mail, postage Prepaid to:

CONTRACTOR:

Humane Society of Lincoln County
2608 U.S. Hwy 70
Box 2832 Ruidoso, NM 88355

VILLAGE:

Village of Ruidoso
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

15) Governing Law. This Agreement shall be governed exclusively by the laws of the State of New Mexico and the Village of Ruidoso Municipal Code.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

VILLAGE OF RUIDOSO

_____ Lynn D. Crawford, Mayor, Village of Ruidoso

Date

(SEAL)

Attest:

_____ Jini Turri, Village Clerk

CONTRACTOR

_____ Humane Society of Lincoln County