



City of Bayard Police Department

Hector D. Carrillo, Chief of Police

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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BAYARD AND THE TOWN OF HURLEY

TEMPORARY USE OF ANIMAL SHELTER

This Memorandum of Understanding ("MOU") is entered into between the **City of Bayard, New Mexico** ("Bayard") and the **Town of Hurley, New Mexico** ("Hurley"), collectively referred to as the "Parties."

1. PURPOSE

The purpose of this MOU is to establish an agreement allowing the City of Bayard to temporarily utilize the Town of Hurley's animal shelter for the housing and care of animals taken into custody by the City of Bayard while Bayard's animal shelter is under construction.

The Parties recognize that this arrangement is intended to provide continuity of animal-control services and an appropriate temporary location for animals until Bayard's new animal shelter is completed and available for use.

2. TEMPORARY USE OF HURLEY ANIMAL SHELTER

Hurley agrees to allow Bayard to utilize designated space within the Town of Hurley's animal shelter for Bayard animals during the construction period.

Bayard's use of the facility shall be temporary and shall continue until Bayard's animal shelter is completed and operational, unless this MOU is terminated earlier in accordance with this agreement.

Bayard shall coordinate with Hurley regarding the delivery, housing, removal, and disposition of Bayard animals placed at the facility.

3. OWNERSHIP AND RESPONSIBILITY FOR ANIMALS

Animals taken into custody by Bayard personnel shall remain the responsibility of the City of Bayard.

Bayard shall be responsible for:

- Transporting Bayard animals to and from the Hurley animal shelter;
- Properly documenting animals brought to the facility;
- Ensuring animals receive appropriate food, water, and necessary care;
- Arranging veterinary services when necessary;
- Arranging adoption, release, transfer, return to owner, or other lawful disposition of Bayard animals; and
- Removing Bayard animals from the Hurley facility when they are no longer required to be housed there.

Hurley shall not be responsible for determining the legal disposition of Bayard animals.

4. STAFFING AND CARE

Unless otherwise agreed upon in writing, Bayard shall provide personnel necessary to care for and manage animals belonging to Bayard.

Bayard personnel shall comply with all reasonable rules and procedures established by Hurley concerning use of the facility.

Nothing in this MOU shall prevent the Parties from separately agreeing to share personnel, equipment, supplies, or services when mutually beneficial.

5. COSTS AND EXPENSES

Unless otherwise agreed upon in writing, each Party shall be responsible for its own personnel, equipment, and operational expenses associated with carrying out this MOU.

Bayard shall be responsible for expenses directly associated with Bayard animals, including veterinary care, medication, specialized animal care, transportation, and other expenses attributable to those animals.

Any rental fee, utility reimbursement, maintenance expense, or other cost to be paid by Bayard to Hurley shall be established by mutual written agreement of the Parties.

6. USE AND CARE OF FACILITY

Bayard agrees to use the Hurley animal shelter in a reasonable manner and shall take reasonable steps to prevent damage to the facility.

Bayard shall notify Hurley of any significant damage, maintenance issue, or condition affecting the facility that is discovered during Bayard's use.

The Parties agree to cooperate in maintaining a clean, safe, and sanitary environment for animals and personnel.

7. LIABILITY AND INDEMNIFICATION

Each Party shall remain responsible for the acts and omissions of its own officers, employees, agents, and representatives to the extent provided by applicable law.

Nothing in this MOU shall be construed as a waiver of any immunity or limitation of liability available to either Party under the **New Mexico Tort Claims Act** or other applicable law.

Nothing in this MOU shall create an employment relationship between one Party and the employees or personnel of the other Party.

8. COMPLIANCE WITH LAW

Both Parties agree to comply with all applicable federal, state, and local laws, ordinances, regulations, and policies governing animal control, animal welfare, public facilities, and the operation of animal shelters.

9. ACCESS TO FACILITY

Bayard personnel authorized to use the Hurley animal shelter shall have reasonable access to the designated areas of the facility as necessary to perform their responsibilities under this MOU.

The Parties may establish additional procedures concerning keys, access codes, hours of access, security, and emergency access.

10. TERM

This MOU shall become effective upon approval and execution by both Parties.

The MOU shall remain in effect until the City of Bayard's animal shelter is completed and operational, unless terminated earlier by either Party.

Either Party may terminate this MOU by providing **thirty (30) days written notice** to the other Party.

The Parties may mutually agree in writing to extend the term of this MOU if construction of the Bayard animal shelter is delayed.

11. NO JOINT AGENCY OR PARTNERSHIP

Nothing contained in this MOU shall be interpreted to create a partnership, joint venture, or separate legal entity between the City of Bayard and the Town of Hurley.

Each Party shall retain its separate legal identity, authority, and responsibilities.

12. MODIFICATION

This MOU may be amended or modified only by a written document approved and executed by authorized representatives of both Parties.

13. ENTIRE AGREEMENT

This MOU represents the understanding between the City of Bayard and the Town of Hurley concerning the temporary use of the Hurley animal shelter by Bayard.

Any prior discussions or understandings concerning the subject matter of this MOU are superseded by this agreement.

14. AUTHORITY

The undersigned representatives affirm that they have the authority to enter into this MOU on behalf of their respective governmental entities.

CITY OF BAYARD, NEW MEXICO

By: _____
Mayor, City of Bayard

Printed Name: _____

Date: _____

Attest:

City Clerk

Date: _____

TOWN OF HURLEY, NEW MEXICO

By: _____
Mayor, Town of Hurley

Printed Name: _____

Date: _____

Attest:

Town Clerk

Date: _____