



12860 Tischler Rd. 🐾 Pilot Point 🐾 TX 🐾 76258 🐾 (972) 382-DOGS

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by Robert Matthews, a private contractor, d/b/a/ All American Dogs, (hereinafter referred to as “AAD”) and the City of Sanger, Texas, a municipal corporation (hereinafter referred to as “Sanger” or the “City”).

RECITALS

WHEREAS, Sanger is desirous of providing for residents and businesses with full-time animal control services, and

WHEREAS, AAD is desirous of furnishing full-time animal control services to Sanger, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Sanger in accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1: All matters stated above in the preamble are found to be true and correct and are incorporated herein by references as if copies in their entirety.

Section 2: Term: This Agreement shall commence on October 1, 2022. This is an Auto renewing contract. Any changes in the terms and conditions, shall require the approval of the governing body of Sanger and AAD.

Section 3: Scope of Services: AAD hereby agrees to provide Sanger the following services, personnel, and facilities:

- a. Patrol Services: AAD will provide a minimum of one (1), two (2) hour patrol per week for the enforcement of ordinances set forth in the animal control ordinance and any amendments.

- b. Service Calls: AAD will provide unlimited field service calls per month in this all inclusive contract.

Routine service calls will be answered between the hours of 8:00AM and 5:00PM Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the animal control officer (hereinafter referred to as "ACO") will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

A contained stray animal which the ACO is guaranteed to impound;
A deceased domestic animal in the roadway;
A complaint which requires immediate ACO intervention.

Non-emergency service calls (Weekdays after 5pm until 8am next day and weekends) will be billed separately at \$225 per call. Examples would be cat in a tree or deceased animal not impeding traffic.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

An injured domestic animal when the owner is not known or present;
A domestic animal bite to a human when the owner is not known or present;
Loose livestock in the roadway causing a hazard to motorists,
A domestic animal which has or is showing aggressive or dangerous tendencies.
An officer from the Sanger Police Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

- c. Monthly Reports: AAD will supply a monthly report to the City Secretary of Sanger. The report shall summarize all animal control activity within the City borders from the previous month.
- d. Animal Bites: An ACO will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures as set forth by state law.
- e. Dead Animal Removal: AAD agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Sanger. In the event of dead livestock, AAD may contract an outside resource to provide removal services at the further expense of the City. In the event the owner of a deceased animal is identified, AAD will charge said owner a fee for any removal or dispositioning services.
- f. Impoundment and Boarding: An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the animal control ordinance or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify the City

Secretary or designee of the City as soon as possible regarding any animal impounded. AAD shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than five (5) days by AAD. After this period of time, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of AAD. No record shall be kept by the City as to the disposition of an animal after release is made to the facility.

Any animal, whether licensed or unlicensed, which in the professional judgment of AAD and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO, appears to be rabid, or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

- g. Loose Livestock: AAD will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Denton County Sheriffs Department to provide impoundment applicable to state laws.
- h. Animal Cruelty and Neglect Calls: AAD will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A City police officer may be called to assist the ACO on any such call.
- i. Education: AAD will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- j. Other Services: The City of Sanger agrees to allow AAD to provide its complete line of Animal Related Services to the residents of Sanger as individual clients at no other cost to the City. Such services include, but are not limited to:

Emergency Animal Ambulance Services

Pet Transportation & Taxi Services

Lost Pet Recovery Services

Deceased Pet Removal, Cremation, and Burial Services

Nuisance Wildlife Rescue & Control

Pet Insurance Programs
Escape Prevention

The resident would be considered a client of AAD and would be solely responsible for any fees incurred.

- k. 24 Hour Information Line: AAD currently operates on a 24 hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City of Sanger may take advantage of this 24 hour service so that AAD may better assist their individual needs.
- l. Schedule of Fees: These fees shall be charged to the residents of Sanger. The City is not responsible for these fees:

Animal Impoundment Fee:	\$75.00 each impoundment
Boarding Fee:	\$10 per day or portion thereof
Registration Fee:	\$5.00 per domestic pet
Trapping Fee:	\$75 per animal removed

These fees may be changed upon approval of the governing body of Sanger upon adoption or a change of City Ordinance.

Section 4: **City of Sanger's Obligations:** Sanger agrees to perform the following:

Pay an all inclusive yearly fee of \$85,920.00 for all animal control patrol and services for the duration of the contract (12 months). Payments will be made monthly to AAD in the amount of \$7,160.00.

Infrastructure Fee: \$29,850.00. This fee will be reduce \$9,000.00 for the purchase of the City of Sanger animal control truck. The title will be transferred into AAD's name upon the signing of this contract. The infrastructure amount to be paid to AAD will be 20,850.00.

The addition of new homes to the City of Sanger: Each new home will add \$2.14 per month to the contract. The new homes will be added in blocks of 25 on a quarterly basis.

In the event no new homes are added during the calendar year the contract will increase by the CPI (consumer price index), which is typically 3.5 %.

All inclusive fees do not include the following situations:

Quarantine fees as required by Texas Department of Heath when an owner is not known or available;

Specimen shipment fees on applicable animals;
Medical & veterinary fees as needed.

Any fees not covered under the all inclusive contract must be approved by the Chief of Police.

Section 5: Revenues Retained: City shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City's boundary.

Section 6: Termination:

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses proved herein. In the event of such termination by either party, AAD will be compensated for all services performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If the City fails to make payment to AAD within fifteen (15) days after the date of billing for any invoiced amounts, AAD will suspend services to Sanger and identify a date on which the services will be suspended and will notify City Hall by telephone and in writing of the date services will be suspended.
- c. Failure of AAD to furnish any services under this Agreement, the City shall have the right to make appropriate reduction in any fee paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice

Section 7: Notice and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

All American Dogs
12860 Tischler Rd.
Pilot Point, TX 76258

City of Sanger
502 Elm St. P.O. Box 1729
Sanger, TX 76266

Section 8: Dispute Resolution: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Mayor and the owner of AAD.

Section 9: Jurisdiction: By this Agreement, Sanger grants full and complete authorization and jurisdiction to AAD for all services provided by AAD as contained in this Agreement. Said jurisdiction shall apply to the city limits of Sanger.

Section 10: Venue: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

- Section 11: Supervision/Certification: At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative AAD. Also, all officers shall be certified in their respective areas of expertise to carry out their duties. All Animal Control vehicles shall be properly marked and identified. ACO vehicles shall be considered as Authorized Emergency Vehicles in accordance with the Uniform Traffic Code.
- Section 12: Performance: Both parties mutually agree that AAD is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of AAD in no way are to be considered employees of the City.
- Section 13: Indemnification: AAD agrees to hold harmless, save and indemnify the City and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against Sanger arising from AAD negligence or its performance hereunder, save and except intentional acts of gross negligence by Sanger. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- Section 14: Insurance: AAD agrees to procure and maintain, at a minimum, \$1,000,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of AAD, its officers, employees, or agents under or pursuant to this Agreement. The City shall be named as a certificate holder and shall be notified if this policy is cancelled for any reason.

IN WITNESS WHEREOF, we have hereunto set out hands this the ____ day of _____, 2022 in the duplicate originals.

All American Animal Control

City of Sanger

By: Robert M. Matthews, Jr.

By:

Attest:

Attest:

By: Witness

By: City Secretary