



**City of Lake Dallas
City Council
Special Called Meeting
City Hall
212 Main Street, Lake Dallas, TX 75065
September 30, 2024, at 5:15 p.m.**

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

**OPEN SESSION
City Council Chambers-5:15 P.M.**

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**

Section I – Public Comment:

3 Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

Section II- General Items:

- 4 Consider and Act on a Resolution authorizing the City Manager to negotiate and execute an agreement between the City and All-American Dogs for full-time Animal Control Services.**

Section III – Executive Session: As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

Section IV – Return to Open Session

- 5 Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

Section V– Adjournment:

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on September 27, 2024, at 5:00 p.m.



Codi Delcambre

City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



CITY COUNCIL
AGENDA MEMO

Prepared By: Alan D. Sawyer, Chief of Police

September 30, 2024

Contract for Animal Sheltering Services

DESCRIPTION:

Consider and Act on a Resolution authorizing a contract to be entered into by and between All American Animal Control, a division of All American Dogs, Inc. for Animal Sheltering Services, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

BACKGROUND INFORMATION:

During the budgeting process The City of Lake Dallas looked at different cost saving measures. The city determined there would be an approximate cost savings of \$200,000.00 by privatizing animal services.

FINANCIAL CONSIDERATION:

The contract amount is \$4,733.64 per year (adjusted annually)

RECOMMENDED MOTIONS:

I move to approve/deny a Resolution authorizing an Interlocal Agreement with the Town of Double Oak for Animal Sheltering Services, authorize the City Manager to execute all documents related thereto on behalf of the City of Lake Dallas and provide an effective date.

ATTACHMENT(S):

Resolution

All American Animal Control Contract for Animal Control Services

CITY OF LAKE DALLAS, TEXAS
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY AND ALL AMERICAN DOGS FOR FULL-TIME ANIMAL CONTROL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Lake Dallas has been presented with an Agreement between the City and All American Dogs under which All American Dogs will provide full-time animal control services to the City (the “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to negotiate and execute the Agreement on behalf of the City of Lake Dallas, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and execute the Agreement attached hereto as Exhibit “A” under which All American Dogs shall provide full-time animal control services to the City.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the _____ day of _____ 2024.

APPROVED:

Andi Nolan, Mayor

ATTEST:

Codi Delcambre, TRMC, City Secretary
(09-24-2024: 4873-2144-3305, v. 1)

Exhibit “A”
All American Dogs Agreement

4873-2144-3305, v. 1



All American Dogs

Animal Control : Code Enforcement

12760 Tischler Rd. 🐾 Pilot Point 🐾 TX 🐾 76258 🐾 (972) 382-DOGS

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between All American Animal Control, a division of All American Dogs, Inc. (hereinafter referred to as “AAAC”) and the City of Lake Dallas, Texas, a municipal corporation (hereinafter referred to as “City”), (each a “Party” and collectively the “Parties”), to be effective on 27 September 2024 (“Effective Date”).

RECITALS

WHEREAS, the City desires to provide residents with full-time animal control services to preserve the public health and safety of the residents of the City; and

WHEREAS, the City, presently, is unable to deliver the full-time animal control services to the City; and

WHEREAS, AAAC is desirous of furnishing full-time animal control services to the City; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to the City 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 City has investigated and determined that it is in the best interest of its citizens to utilize AAAC for the provision of full-time animal control services in accordance with the terms and conditions set forth in this Agreement.

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

Section 1: Findings Incorporated. 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 September 27, 2024 and terminate on September 30, 2029. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of the City and AAAC. This contract will auto renewal every five (5) years. The City of Lake Dallas is welcome to tour the facility during business hours.

Section 3: Scope of Services: AAAC hereby agrees to provide Lake Dallas the following services, personnel, and facilities:

- a. Patrol Services: AAAC will provide patrol services for the enforcement of state promulgated rules and/or regulations, statutes and any City ordinances, as amended, in the City corporate jurisdiction.
- b. Service Calls: AAAC will provide unlimited field service calls per month in this all-inclusive Agreement. "Unlimited" shall mean that there is no limit or maximum threshold of service calls that the AAAC shall answer and respond to in accordance with this Agreement.

Routine service calls will be answered between the hours of 9:00 AM and 5:00 PM, 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:

1. A contained stray animal which the ACO is guaranteed to impound;
2. A deceased domestic animal in the roadway; or
3. 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 \$225.00 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, but not be limited to, the following:

1. An injured domestic animal when the owner is not known or present;
2. A domestic animal bite to a human when the owner is not known or present; or
3. A domestic animal which has or is showing aggressive or dangerous tendencies.

- c. Monthly Reports: AAAC shall supply a written, monthly report to the City Manager or designee of Lake Dallas by the tenth (10th) day of the month for the preceding month ("Monthly Report"). The Monthly Report shall summarize all animal control activity within the City's corporate and extraterritorial jurisdiction from the previous month in a method approved by the City.
- d. Animal Bites: In the event an ACO must respond to an animal bite, the ACO will

make an incident report and have the animal's owner immediately 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: AAAC agrees to provide removal of domestic dead animals, excluding livestock and wild animals, on any public property and on private property when an animal owner is unidentified within the City. In the event of dead livestock, AAAC may contract an outside resource to provide removal services, but not before AAAC has provided prior written notice to the City and received written approval from the City. In the event the owner of a deceased animal is identified, AAAC 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 state law or City ordinance, as amended, which authorizes or requires the animal's capture and impoundment. The ACO will notify the City Manager or designee of the City as soon as possible regarding any animal impoundment. AAAC 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 AAAC. After this period of time, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of AAAC. No record shall be kept by the City as to the disposition of an animal after release is made to the facility. In case of extreme aggression or injury, the above five (5) day hold may be amended by AAAC.

Any animal, whether licensed or unlicensed, which in the professional judgment of AAAC 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. Animal Cruelty and Neglect Calls: AAAC will respond to animal cruelty or neglect calls and take appropriate actions according to state law and City ordinance, as amended. A City police officer may be called to assist the ACO on any such call.
- h. Education: At the request of the City, AAAC 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.

- i. Other Services: The City agrees to allow AAAC to provide its complete line of Animal Related Services to the residents of Lake Dallas as individual clients at no other cost to the City. Such services include, but are not limited to:

Lost Pet Recovery Services
Deceased Pet Removal, Cremation, and Burial Services
Nuisance Wildlife Rescue & Control
Escape Prevention

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

- j. Schedule of Fees: These fees shall be charged to the residents of Lake Dallas. The City is not responsible for these fees:

Animal Impoundment Fee:	\$75.00 each impoundment
Boarding Fee:	\$15 per day
Flea treatment (if needed)	\$15 Per dose
Trapping	\$75 Per animal

Section 4: City of Lake Dallas's Obligations: Lake Dallas agrees to perform the following:

- a. Pay an all-inclusive monthly fee of \$4,733.64 (this price will be adjusted annually. The increase will be based on the CPI-consumer price index) for all animal control patrol and animal control services as required by the City for the duration of the Agreement. The all-inclusive monthly fee shall not include the following, which must receive prior written approval from the City before being incurred to be eligible for reimbursement:
- b. Annual Infrastructure Fee: \$21,600.00
Monthly truck credit: \$300.00 (based on contract term. \$18,000 value)
Monthly Shelter Credit \$1,500.00 (if the current Lake Dallas Facility is available)
 1. Quarantine fees as required by the Texas Department of Health and Human Services when an owner is not known or available;
 2. Specimen shipment fees on applicable animals; or
 3. Medical and veterinary fees as needed.

Section 5: Revenues Retained: City shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City's corporate or extra-territorial limits.

Section 6: Termination:

- a. This Agreement may be terminated at any time, by either party, for any reason or no reason, upon giving thirty (90) days written notice to the other party to the addresses proved herein. In the event of such termination by either party, AAAC will be compensated for all services performed to termination date, in addition to payments, if any, then due and as authorized by this Agreement.

- b. If the City fails to make payment to AAAC within fifteen (15) days after the date of billing for any invoiced amounts, AAAC will suspend services to the City 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. If AAAC fails to furnish any services under this Agreement, then the City shall have the right to make appropriate reduction in any fee paid (as mutually determined by the parties) or terminate this Agreement (in the City's sole discretion) by giving proper notice, in addition to any other rights and/or remedies available to the City at law and in equity.

Section 7: Notice and Payments: Any notice, payment or refund provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

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

City of Lake Dallas
212 Main St
Lake Dallas, TX 75065

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, to the extent possible, between the City Manager and the owner of AAAC.

Section 9: Jurisdiction: By this Agreement, they City grants full and complete authorization and jurisdiction to AAAC for the services articulated herein, at the direction of the City. Said jurisdiction shall apply to the City limits of Lake Dallas as of October 1st, 2024.

Section 10: Venue: The Agreement shall be constructed in accordance and under the laws of the State of Texas. Venue for any legal dispute arising pursuant to this Agreement shall be in a court of appropriate jurisdiction 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 of AAAC. 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: In performing the work under this Agreement, the AAAC acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance. The AAAC is obligated to pay federal and state income tax on moneys earned. The personnel employed by the AAAC are not employees, agents or servants of Lake Dallas because of the performance of any work by or under the performance of this Agreement.

Section 13: Indemnification: **AAAC, ITS OFFICERS, DIRECTORS, PARTNERS,**

CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 14: Insurance: AAAC shall comply with the City's insurance requirements for contractors as set forth in Exhibit "A", attached hereto and incorporated herein for all purposes.

Section 15: Force Majeure: If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to

avail itself of the provisions for the extension of performance contained in this subsection.

Section 16: Assignment. The Agreement is not assignable.

Section 17: Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

Section 18. Ordinances. Except as specifically provided in the Agreement Documents, the parties agree that AAAC shall be subject to all Ordinances of the City, whether now existing or in the future arising.

Section 19. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Contract and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

Section 20. Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 21. Representations. Each signatory represents this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its legal counsel.

Section 22. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 23. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

Section 24. Recitals. The recitals to this Agreement are incorporated herein.

Section 25. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

Section 26. Audits and Records. AAAC agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 27. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

(signature page to follow)

EXECUTED this _____ day of _____, 2024.

City of Lake Dallas, Texas

By: _____
Luke Olson, City Manager

Approved as to Form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(09-16-2024: 4885-7216-7653, v. 1)

EXECUTED this _____ day of _____, 2024.

Consultant

By: _____
Robert Matthews, Jr.
Title: _____