AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2024 by and between the City of Toomsboro (hereafter referred to as "Toomsboro"), and the City of Sandersville, a Georgia municipal corporation, located in Washington County, Georgia (hereafter referred to as "Sandersville");

WHEREAS, Toomsboro wishes to contract with Sandersville for use of its Animal Control services in the capacities set forth herein; and

WHEREAS, Sandersville has agreed to contract with Toomsboro to provide certain Animal Control services in the limited capacities set forth herein;

THEREFORE, it is mutually agreed by the parties as follows:

1. This Agreement shall become effective upon execution by both Parties and the Parties hereby agree that this Agreement will be in effect for six months from the last execution date and no services will be provided by Sandersville beyond that date unless a new Agreement is entered into between the Parties;
2. This Agreement is entered into pursuant to the intergovernmental contract clauses of the Constitution of the State of Georgia (Article III, Section IX, Paragraph VI).
3. The Parties agree that Toomsboro is permitted to use the Sandersville Animal Control services for cats and dogs only subject to the limitations herein.
4. Provided there are no conditions at the Sandersville Animal Control facility that would make it impractical or impossible to hold cats and dogs at the facility and provided that the cats and dogs are in reasonably good health, Sandersville agrees to accept and hold cats and dogs for Toomsboro in the Sandersville Animal Control facility for no longer than thirty (30) days.
5. The Parties agree that Toomsboro will transport and/or deliver the cats and dogs to the Sandersville Animal Control facility.
6. The Parties agree that Toomsboro will pay Sandersville $150.00 for each animal that Sandersville accepts from Toomsboro at the Sandersville Animal Control facility.
7. Sandersville, by and through its duly authorized officials, agents and employees reserves the right, in its sole discretion, to accept or reject any cats and dogs for any safety reasons to the officials, agents and employees of Sandersville at the time the animal arrives at the Sandersville Animal Control facility.
8. Sandersville, by and through its duly authorized officials, agents and employees reserves the right, in its sole discretion, to accept or reject any cats and dogs that are not in reasonably good health at the time the animal arrives at the Sandersville Animal Control facility.
9. Sandersville, by and through its duly authorized officials, agents and employees reserves the right, in its sole discretion, to accept or reject any cats and dogs brought by Toomsboro if it impractical or impossible to hold cats and dogs at the facility when there is no space available for those animals.

10. Toomsboro herby agrees to defend, indemnify, and hold harmless Sandersville, and all of its officials, employees, and agents (hereinafter collectively referred to as “Sandersville”) from and against any and all actions, appeal cause of actions, suits, debts, charges, allegations, assertions, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses (including attorney’s fees and costs actually incurred in bringing any and all actions necessary to enforce this Agreement), of any nature whatsoever, in law or equity, resulting from accepting, holding or housing the animals or in any other way connected with and pursuant to this Agreement unless its proven that Sandersville was grossly negligent, wanton or acted with deliberate indifference.

11. Both Parties warrant and covenant that they have adopted an appropriate resolution or made an appropriate motion authorizing the execution of this Agreement by the appropriate officers of each Party.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date and year first above written.

CITY OF TOOMSBORO

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY OF SANDERSVILLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Mayor James Andrews

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: Kandice Hartley, Clerk