

BMA Approved  
1/25/2016

## INTER-LOCAL AGREEMENT

THIS INTER-LOCAL AGREEMENT made and entered into on this the 25 day of January, 2016, by and between the TOWN OF UNICOI, TENNESSEE (a municipal corporation organized and existing pursuant to the laws of the State of Tennessee), hereinafter referred to as "Town of Unicoi", the TOWN OF ERWIN, TENNESSEE (a municipal corporation organized and existing pursuant to the laws of the State of Tennessee), hereinafter referred to as "Town of Erwin", and UNICOI COUNTY, TENNESSEE (a political subdivision of the State of Tennessee organized and existing pursuant to the laws of the State of Tennessee), hereinafter referred to as "County";

### WITNESSETH:

WHEREAS, the Town of Erwin, Town of Unicoi and County entered into an interlocal agreement dated February 6, 2007, for the provision and operation of an animal control facility for the benefit of the citizens of the Town of Unicoi, Town of Erwin and County;

WHEREAS, the parties subsequently made an amendment to the Inter-Local Agreement by Amendment dated the 27<sup>th</sup> day of June 2015;

WHEREAS, the parties have reached an agreement to change both the original Inter-Local Agreement and the subsequent amendment, by deleting the provisions of both agreements and substituting this Inter-Local Agreement;

WHEREAS, Town of Unicoi, Town of Erwin, and County agree that this Inter-Local Agreement shall govern the parties operation of the Unicoi County Animal Control Center.

NOW, THEREFORE, in consideration of the premises covenants and agreements hereinafter stated, the Town of Unicoi, Town of Erwin and Unicoi County, do hereby covenant, contract and agree as follows:

1. **PROCEDURE:** The Town of Unicoi, the Town of Erwin and the County shall operate the "Erwin, Unicoi, and Unicoi County Animal Welfare Board" (hereinafter, "Board"), a not-for-profit corporation created under the laws of the State of Tennessee, for management of an Animal Control Center.

The Town of Unicoi, the Town of Erwin and the County shall take all necessary action to enforce ordinances and regulations for animal control as are necessary and appropriate. The enforcement shall be uniform giving due consideration to differing demographics, topography and population density of each of the areas regulated by the governmental agencies aforesaid.

2. **ADVICE AND CONSULTATION:** Through their duly authorized and empowered officials and representatives, the Town of Unicoi, the Town of Erwin and the County shall consult and cooperate with each other in all respects regarding the operation of the Board so that all parties shall at all times be fully informed and in agreement with regard thereto. Likewise, the Board shall have the benefit and use of the respective staffs of the Town of Unicoi, the Town of Erwin and the County, for the purpose of consultation, advice and regulation regarding the operation and maintenance of the facility for the sheltering of animals.

3. **ANIMAL WELFARE BOARD, MEMBERSHIP, APPOINTMENT AND TERMS:** The Town of Erwin, the Town of Unicoi and the County agree to implement the procedures necessary to establish an Animal Welfare Board consisting of seven (7)

members. Two (2) members of the Board shall be appointed by the Mayor of the Town of Erwin, with the majority approval of the Town of Erwin Board of Mayor and Alderman. Two (2) members shall be appointed by the Mayor of the Town of Unicoi, with the majority approval of the Town of Unicoi Board of Mayor and Alderman. Two (2) members shall be appointed by the Mayor of Unicoi County, with the majority approval by the Unicoi County Commission. One (1) member shall be appointed by the membership of the Unicoi County Humane Society. All members of the Board shall serve without compensation or remuneration.

The Board's members shall serve for a term of three (3) years. All Board members shall adhere to Section 5 of the bylaws of the Unicoi County Humane Society. The initial appointees shall serve for the following terms: (a) the initial appointment by the Town of Unicoi and the Unicoi County Humane Society shall serve for a period of one (1) year to be succeeded by appointees serving full three (3) year terms; (b) the initial appointments by the Town of Erwin shall serve for a term of two (2) years to be succeeded by appointees serving full three (3) year terms; and (c) the initial appointments by the County shall serve for a full term of three (3) years to be succeeded by appointees serving full three (3) year terms.

**4. ANIMAL WELFARE BOARD POWERS AND DUTIES:** The Board shall have the power and duty to:

- (a) Establish policies and procedures for, and administer, the Animal Control Center (hereinafter, "Center");
- (b) Own real estate to operate a facility devoted to the housing, adoption, and disposal of stray dogs, cats, and other animals;

X (c) Establish schedules for fees, including fees to persons reclaiming and adopting animals and fees for spaying and neutering services;

(d) Approve a recommended budget for the Center and designate a representative to report on Center operations, at least annually, and submit said budget to the Town of Erwin, the Town of Unicoi, and the County, pursuant to each governmental entity's budgetary procedures;

(e) Enter into contracts and agreements relating to building maintenance or repairs to the Center;

(f) Take all actions required by law, regulation, or ordinance necessary for the ownership of and operation of a facility devoted to the housing, adoption, and disposal of stray dogs, cats, and other animals;

(g) Take any action necessary to engage in the euthanasia of animals in accordance with T.C.A. §44-17-301 et. seq. and T.C.A. §63-12-101 et. seq., including any required certificates or licenses;

(h) Take all actions necessary to have any animals tested for rabies and other diseases;

(i) Seek, apply for, and accept donations, grants, bequests, and payments from persons, businesses, foundations, and entities other than the Town of Erwin, the Town of Unicoi and the County government.

It is understood and agreed that the "the Board" will not expend any funds or become legally obligated to expend any funds, unless those expenditures are listed in the annual budget approved by the participating governments. In short the Board will not, through its own decision making process, contract for or obligate the various

governments to expend funds which they have not already approved in the Board's annual budget.

It is further understood and agreed that that the the Board will administer and govern the animal welfare facility, the "Center". The Board will oversee the Center and the financial operation of the Center itself.

→ In addition, the Board has the exclusive right to direct the employees who work at the Center including the right to hire, promote, demote, and relieve employees from their duties for just cause. To establish working hours, wages, working conditions and any other conditions of employment that may occur from time to time. The Center employees working at the Center will continue to be on the payroll of County. The position of Center director and two full-time animal control officers will be the only full time exempt employees and will be the only employees eligible to receive insurance and other benefits as provided to all county employees. All other employees will be part-time and are not eligible for insurance and other benefits under the same guidelines as all other part-time county employees. The board will have full supervisory control over the Center and it's employees.

Animal control officers are expected to assist the Center with normal day to day operation of the Center when not on call or patrol.

Center employees wages and benefits shall be considered as part of the "cost of operation" of the Center and will be funded as provided for in 5(b) funding. However, it is anticipated that the Board will offset some of the cost of the employee's wage and benefits from funds raised by operations and donations.

It is the policy of the Board to provide equal employment opportunities to all individuals regardless of race, color, religion, sex, national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or status in any other group protected by law. This policy extends to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. It is the policy of the Board to make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship.

It is the policy of the Board to maintain a respectful work and public service environment. The Board prohibits and will not tolerate any form of unlawful harassment by or toward any employee or official on the basis of race, color, religion, sex, national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or status in any other group protected by law. Any employee or official who engages in such behavior is subject to disciplinary action up to, and including, termination of employment. The Board does not discriminate in its hiring practices on the basis of race, color, religion, sex, national origin, age, disability, status as a Vietnam-era veteran or special disabled veteran, or status in any other group protected by law.

5. ANIMAL CONTROL:

(A). Personnel: The Town of Erwin, the Town of Unicoi and the County agree that enforcement of the animal control ordinances and laws within the geographical limits of the respective jurisdictions shall be the responsibility of the animal control officers hired and governed by the Board. The Board shall hire two full-time animal control officers who shall be responsible for the enforcement of the animal control ordinances within the geographical limits of the Town of Erwin, The Town of Unicoi, and any additional ordinances or state laws governing the remaining parts of the County. The parties agree that, to the extent that citations and other violations of animal control ordinances arises within a municipality, the initial enforcement action thereto shall be brought into Municipal Court of said jurisdiction. The County shall pay the cost of compensation, including benefits, taxes, insurance, and other benefits of both animal control officers and the Center director as provided to all county employees. The Town of Unicoi agrees to reimburse the County up to one-third (1/3) of the cost of the salary and all the benefits provided to the two animal control officers. The Town of Erwin agrees to reimburse the County up to one-third (1/3) of the cost and salary and all benefits as provided to the two animal control officers. It is anticipated that the cost of the Center director shall be paid by the Board from funds raised by the Board through donations and operations. It is also anticipated that the Board will off-set the cost of all salary and wages benefits to the two animal control officers, and to the extent that the Board provides funds to offset the cost of the salary and wages this shall reduce on a prorated basis, the respective governmental entities contributions for said personnel.



(B). **Funding:** The Board shall continue to off-set most of the expense and cost of the operation of the Center through donations and other funds raised through the operation of the Center. The Town of Erwin, Town of Unicoi and the County shall each pay one-third (1/3) of the annual cost of operations of the the Center AFTER the amount raised by the Board from its operations and donations has been applied to the costs of operation for the Center. The parties agree to cooperate in responding to budget proposals as submitted by the Board or other governmental entities

6. **TITLE TO REAL PROPERTY:** The parties agree that the real property upon which the Center is located shall be owned by the "Board."

7. **TERMINATION AND DISSOLUTION:** (a) Any party to this Agreement may terminate this Agreement upon sending a written "*Notice of Dissolution*" to the other parties. Any party who sends a "*Notice of Dissolution*" shall be referred to as a "*terminating party*". A "*terminating party*" is required to continue to fund the terminating party's portion of the Board's budget for the remainder of the Board's budget year. A "*Notice of Dissolution*" should be served on the remaining governmental entities and the Board on or before June 1<sup>st</sup> of the current year.

(b) After a terminating party sends a "*Notice of Dissolution*", the terminating party shall no longer have voting representation on the Board.

(c) The non-terminating parties to this agreement may elect to continue to operate the Center after the notice of dissolution, and in that event title to the real property shall remain vested in the Board. The terminating party shall not receive any benefit for its interest in the Center property, so long as the Center continues to operate. In the event the Center ceases operation or all parties terminate the existence of the



Board, then in either of these events, the parties agree that the real property upon which the Center is located, shall be sold by a public or private sale to occur within a reasonable amount of time from the date the Center ceases operations or all parties terminate the existence of the Board. Each entity shall be entitled to one-third (1/3) of the sales price after all fees and costs associated with the sale are deducted.

8. **DURATION AND EFFECT:** This Agreement shall remain in full force and effect for the maximum period allowed by law subject to termination by written notice by either or all of the parties hereto.

9. **NOTICES:** For purposes of providing written notice in this Agreement, the following addresses shall be used:

Town of Erwin  
P. O. Box 59  
Erwin, TN 37650

Town of Unicoi  
P. O. Box 39  
Unicoi, TN 37692-0039

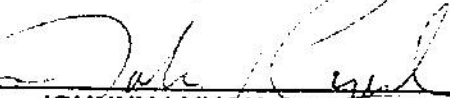
Unicoi County, Tennessee  
P.O. Box 169  
Erwin, TN 37650

11. **GOVERNING LAW:** This Agreement shall be interpreted and governed by the laws of the State of Tennessee.

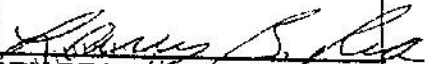
The original Inter-Local Agreement dated February 6, 2007, by and between the Town of Unicoi, Town of Erwin and Unicoi County is dissolved, and this Agreement shall reflect all duties, rights and responsibilities as pertains to the parties in relationship to animal control, the Animal Control Center and the Animal Welfare Board.

This Agreement shall be executed in triplicate, and each shall be considered an original, on the day and date first above written.

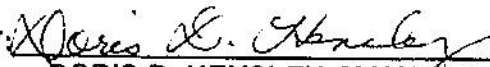
TOWN OF UNICOI, TENNESSEE

BY:   
JOHNNY LYNCH, MAYOR OF THE  
TOWN OF UNICOI, TENNESSEE


ATTEST:

  
LARRY REA, CITY RECORDER  
OF THE TOWN OF UNICOI,  
TENNESSEE  
(SEAL)

TOWN OF ERWIN, TENNESSEE

BY:   
DORIS D. HENSLEY, MAYOR OF THE  
TOWN OF ERWIN, TENNESSEE

ATTEST:

  
GLENN ROSENOFF, CITY RECORDER  
OF THE TOWN OF ERWIN, TENNESSEE  
(SEAL)

UNICOI COUNTY, TENNESSEE

BY: 

GREG LYNCH, MAYOR OF UNICOI  
COUNTY, TENNESSEE

ATTEST:

  
MITZI BOWEN, COUNTY CLERK  
(SEAL)