

**ELIZABETHTON/CARTER COUNTY ANIMAL SHELTER  
OPERATING AGREEMENT**

THIS OPERATING AGREEMENT made and entered into by and between the **CITY OF ELIZABETHTON, TENNESSEE**, organized and existing by City Charter as a Municipal Corporation under the laws of the State of Tennessee (hereinafter the "City"), and **CARTER COUNTY, TENNESSEE**, organized and existing by action by the Legislature of the State of Tennessee, (hereinafter the "County").

**WITNESSETH**

**WHEREAS**, the undersigned parties to this Agreement desire to enter into a public partnership for the mutual use, operation, management and maintenance of an animal shelter located on certain real property in the 13<sup>th</sup> Civil District of Carter County, Tennessee, with a physical address of 135 Sycamore Shoals Drive, Elizabethton, TN 37643; and

**WHEREAS**, the City, as the owner of said real property, has previously made the same available for the construction of an animal shelter, and the City and County jointly funded the construction and have thereafter jointly funded the maintenance and operation of the Elizabethton/Carter County Animal Shelter at this location; and

**WHEREAS**, the City and County each desire to continue to jointly fund the animal shelter so as to provide a place for the care of stray or abandoned animals within Carter County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Ownership** – The parties hereto agree that the City owns and shall continue to own the underlying land on which the animal shelter is constructed. The parties further agree that the County owns and shall continue to own all of the improvements on said property.

2. **Governing Authority** – The parties hereto agree that the Animal Shelter Board shall establish any and all necessary rules and guidelines, and shall approve all policies and procedures for the operation of the Animal Shelter. Furthermore, the Animal Shelter Board is

solely vested with full authority to govern all aspects of the operation, maintenance and security of the animal shelter, including the grounds, building(s), any and all improvements, fixtures, supplies and equipment, and all animal shelter vehicles on behalf of the Board of County Commissioners for Carter County and the City Council of the City of Elizabethton.

3. **Term** – The term of this Agreement shall commence on the date of the last signature hereon and shall continue in effect for as long as the Elizabethton/Carter County Animal Shelter shall continue in operation.

4. **Conditions of Use** – The building, contents, and appurtenances shall only be used for the health, welfare, safety and care of animals entrusted therein and no other use shall be permitted.

5. **Maintenance** – The City and County shall be equally responsible for all major structural maintenance and necessary repairs of the property, including but not limited to: the roof, HVAC system(s), plumbing system, electrical system and any other major maintenance issues not provided for within the normal operating budget of the animal shelter.

6. **Operational Costs/Contractual Services/Fixed Charges** – All other operational costs related to the animal shelter not otherwise addressed herein, which shall consist of, but not be limited to: personnel costs, costs for materials/supplies, postal delivery service, electricity, water and sewer, telephone services, waste collection and disposal, medical services, routine repair and maintenance of the building and vehicles, education and training, travel/business expenses, and contracted services, shall be paid for from the operating funds of the animal shelter and funded pursuant to Paragraph 7 of this Agreement.

7. **Funding** – The City and the County acknowledge that the animal shelter will be of benefit to the City and County citizens, accordingly, the City and County agree to provide funding to the animal shelter each fiscal year during the respective budget process of each governmental body at a level necessary for the proper operation of the shelter. The level of funding from City and County shall be revisited each year based on the recommendation of the Animal Shelter Board.

8. **Budgeting** – The fiscal year of the Animal Shelter shall coincide with the fiscal year of city/county government and shall run from July 1st of each year to June 30th of the following year. The Animal Shelter Board shall timely submit its budget requests each year so that the

proper annual budgetary process may be followed by both governmental entities to approve and adopt a budget which permits the proper operation of the animal shelter.

9. **Fiscal Agency** – In order to facilitate the control of expenses and accountability, the fiscal agent of the Elizabethton/Carter County Animal Shelter shall be designated as the County. The financial policies and procedures of County shall be applicable to the operation of the animal shelter.

10. **Shelter Employees** – The animal shelter, albeit a joint partnership of the City of Elizabethton and Carter County, is considered a subset of Carter County. All employees of the animal shelter are considered employees of Carter County, with the exception of the animal control officer who is currently employed by the City of Elizabethton who shall be considered an employee of the City under direction of the Director. Any disciplinary action necessary for said employee shall be brought to the attention of the City Manager for discipline under the City's Personnel Rules and Regulations. Upon the retirement or termination of the current City employee, all employees will be considered employees of the County. All other employees, including the Animal Shelter Director, are governed by the provisions of the Carter County Employee Handbook.

11. **Insurance and Risk of Loss** – The City and County are governmental entities and as such are protected by the Tennessee Governmental Tort Liability Act (TGTLA) and nothing in the Agreement shall be construed as in any way or manner waiving any defenses of liability limits under TGTLA. The County will have the building added to its insurance coverage but shall not afford any insurance coverage for any personal property owned by employees, citizens or other parties. The County shall maintain the insurance coverage on said building as long as the same is owned by County. The City shall share the cost of said coverage equally with the County.

12. **Titles and Captions** – All titles and captions contained in the Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

13. **Savings Clause** – If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision to person or circumstances other than those to which it is held invalid, illegal or unenforceable shall not be affected thereby.

14. **Amendments** – No amendment to or modification of this Agreement shall be effective unless in writing signed by the parties hereto.

15. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without consideration of any conflict of laws, provisions, unless preempted by Federal Law.

16. **Entire Agreement** – This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements, either written or oral, among them respecting the subject matter of this Agreement.

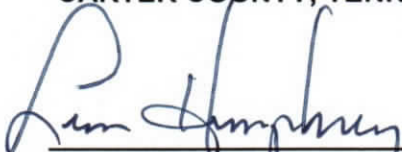
17. **Further Actions** – The parties hereto shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

18. **Presumption** – This Agreement or any section herein shall not be construed against any party due to the fact that said Agreement or any section herein was drafted by said party.

19. **Agreement Binding** – This Agreement shall be binding upon the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed, or have caused to be executed, this Agreement. The Agreement is effective upon the joint approval of the legislative bodies of Carter County and the City of Elizabethton, and by their respective signatures below, both the Carter County Mayor and the Mayor of the City of Elizabethton hereby signify that the same has been fully approved by the Board of County Commissioners for Carter County and the City Council of the City of Elizabethton, and their signatures are authorized accordingly.

**CARTER COUNTY, TENNESSEE:**

  
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LEON HUMPHREY, MAYOR

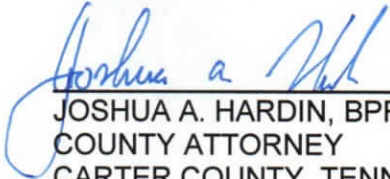
9/19/17  
DATE

**CITY OF ELIZABETHTON, TENNESSEE:**

  
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CURT ALEXANDER, MAYOR

9/19/2017  
DATE

APPROVED AS TO FORM:



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JOSHUA A. HARDIN, BPR #30770  
COUNTY ATTORNEY  
CARTER COUNTY, TENNESSEE  
3863 HIGHWAY 19E  
ELIZABETHTON, TN 37643



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ROGER G. DAY, BPR #14545  
CITY ATTORNEY  
CITY OF ELIZABETHTON, TENNESSEE  
409 E. WATAUGA AVENUE #2  
JOHNSON CITY, TN 37601