

RESOLUTION NO. R2010-20

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF CLEVELAND FOR THE HOUSING OF ANIMALS CAPTURED THROUGH ANIMAL CONTROL.

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WHEREAS, the Town of Signal Mountain has an occasional need for animal control housing of animals captured through animal control; and,

WHEREAS, the Town of Signal Mountain is working with various shelters to house animals that are picked up through our animal control response contract; and,

WHEREAS, the City of Cleveland has agreed to enter into a contract with the Town of Signal Mountain to house up to twenty-five (25) animals per year at no cost to the City of Cleveland.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That the Town Manager is authorized to enter into an agreement with the City of Cleveland for the housing of animals captured through animal control. A copy of said contract is attached.

  
MAYOR

  
RECORDER

1-11-10  
DATE

1-11-10  
DATE

## **AGREEMENT**

THIS AGREEMENT is entered into effective on the 1<sup>st</sup> day of April, 2010, by and between the CITY OF CLEVELAND, TENNESSEE, and the TOWN OF SIGNAL MOUNTAIN, TENNESSEE.

### **RECITALS**

**WHEREAS**, the Town of Signal Mountain does not currently have an animal shelter; and

**WHEREAS**, the Town of Signal Mountain has recently approached various cities in Hamilton County, Tennessee, including the City of East Ridge, about entering into agreements between the Town of Signal Mountain and the those cities whereby those cities would accept animals seized by the Town of Signal Mountain; and

**WHEREAS**, the Town Manager of the Town of Signal Mountain has also approached the City Manager of the City of Cleveland about entering into an agreement between the Town of Signal Mountain and the City of Cleveland whereby the City of Cleveland would accept a limited number of animals seized by the Town of Signal Mountain; and

**WHEREAS**, the City of Cleveland is willing to enter into an Agreement with the Town of Signal Mountain for this purpose, subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the parties desire to set forth their agreement in writing.

### **THEREFORE, THE PARTIES AGREE:**

1. The City of Cleveland's animal shelter agrees to accept a limited number of animals seized by the Town of Signal Mountain, subject to the terms and conditions herein.
2. The term "animal," as used in this Agreement, includes only dogs and cats.
3. The City of Cleveland is under no obligation to accept any animals from the Town of Signal Mountain if the Cleveland Animal Shelter is at or near capacity.
4. Seized animals will be transported by the Town of Signal Mountain or its agent and delivered to the Cleveland Animal Shelter, located at 360 Hill Street, Cleveland, Tennessee.
5. The City of Cleveland agrees to accept animals during the regular operating hours of the Cleveland Animal Shelter. If an animal is delivered outside of the shelter's regular operating hours, the Town of Signal Mountain shall reimburse the City of Cleveland for any additional payroll expenses incurred by the City of Cleveland.
6. The Town of Signal Mountain agrees to pay to the City of Cleveland the regular daily rates charged to Bradley county citizens to house the animals at the Cleveland Animal Shelter. The Town of Signal Mountain will not be billed for any expenses paid by the owner of any animal picked up from the Cleveland Animal Shelter.

7. The City of Cleveland will provide an invoice to the Town of Signal Mountain for the City's expenses incurred for the housing the animals or any other expenses incurred under this agreement. The Town of Signal Mountain will pay the City of Cleveland's invoice within thirty (30) days after receipt of the same.
8. The maximum number of animals that the City of Cleveland will accept from the Town of Signal Mountain, during the term of this agreement, or any extension, is twenty-five (25) animals during any calendar year.
9. Any animals accepted from the Town of Signal Mountain pursuant to this Agreement will be held by the City of Cleveland for the statutory time period set forth in Tennessee Code Annotated 44-17-304. For purposes of this agreement, the statutory time period shall begin to accrue from the time the animal is brought to the Cleveland Animal Shelter by the Town of Signal Mountain or its agent.

If the animal is not claimed during the statutory time period, then the City of Cleveland shall proceed to allow the animal to be adopted in accordance with the City of Cleveland's animal adoption program, or proceed to euthanize the animal in accordance with the applicable policies and procedures of the Cleveland Animal Shelter. If the animal is euthanized, the Town of Signal Mountain agrees to reimburse the City of Cleveland for any cost or expense in connection with the procedure.

10. This Agreement shall begin on April 1, 2010, and shall remain in force until March 30, 2011, unless terminated by either party, as provided herein. After the initial one-year term, this Agreement may be renewed for an additional two (2) year term, if said extension is mutually agreed upon by the parties.
11. Either party may cancel this Agreement for any reason by giving sixty (60) days' written notice to the other party. Termination shall occur on the date that is 60 days from the date of the written notice of termination.
12. This agreement shall only be effective if approved by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement, which shall become effective April 1, 2010.

ATTEST:

Michael L. Keith  
Michael L. Keith, City Clerk

CITY OF CLEVELAND, TENNESSEE

By

Tom Rowland  
Tom Rowland, Mayor

TOWN OF SIGNAL MOUNTAIN,  
TENNESSEE

By

Honna Rogers  
Honna Rogers, Town Manager