

RESOLUTION 19-99

**A RESOLUTION TO AUTHORIZE PAYMENT TO WILLIAMSON COUNTY
FOR ANIMAL CONTROL SERVICES FOR JULY 1, 2018- JUNE 30, 2019**

WHEREAS, the City of Spring Hill and Williamson executed an interlocal agreement for animal control services in 2015; and

WHEREAS, the agreement provides that the amount to be paid shall be established by taking the operating portion of the current total fiscal year animal control budget and allocating the operating portion of the total budget based on the individual cities population from the last census (federal or special); and

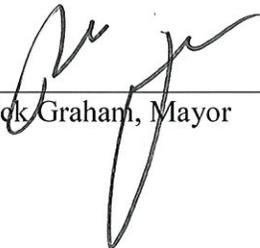
WHEREAS, the amount to be provided by the City of Spring Hill for the support of said services for FY 2018-19 is \$56,852; and

WHEREAS, sufficient funds for this payment are included within the Building & Codes-Animal Control budget for the FY 2018-19; and

WHEREAS, a request for payment for July 1, 2018-June 30, 2019 has been received from Williamson County.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the payment to Williamson County for animal control services in the amount of \$56,852, as indicated on attached memo.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 15th day of July, 2019.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

June 9, 2015

Mr. Jim Smith
Finance Director
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Dear Mr. Smith:

Enclosed is a fully executed copy of the Interlocal Agreement Between Williamson County, Tennessee, and the City of Spring Hill, Tennessee for the provision of animal control services.

Should you have further questions or need additional information, please do not hesitate to call.

Sincerely,

Linda Wheeler
County Mayor's Office

Enclosure



**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE,
AND THE CITY OF SPRING HILL, TENNESSEE**

THIS INTERLOCAL AGREEMENT, (“Agreement”), is made and entered into pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq., by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter “County”), and the **CITY OF SPRING HILL**, (hereinafter “City”), to establish the terms, responsibilities and financial obligations of the parties for the provision of animal control services (“Services”).

RECITALS

WHEREAS, Williamson County, Tennessee and the City of Spring Hill have the authority, pursuant to Tenn. Code Ann. §12-9-104, to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, Williamson County, Tennessee, through its Animal Control Department, (“Department”), provides important animal control services to the citizens of Williamson County pursuant to the authority granted by Tenn. Code Ann. §5-1-120; and

WHEREAS, Williamson County currently provides animal control services within the City of Spring Hill;

WHEREAS, the City finds that it is imperative that animal control services be available to its citizens and has agreed to pay the County a pro rata fee based on the City’s population; and

WHEREAS, County and City have determined it to be in the best interest of the parties’ respective citizens to enter into this Interlocal Agreement to combine resources to provide the Services:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **Purpose of Agreement.** The County provides animal control services within the City’s jurisdiction and in return, the City agrees to reimburse the County for its pro-rata share of the total cost of providing the services.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible prior to the execution of this Agreement.
- III. **Animal Control Services.** The County shall employ, or cause to be employed, such personnel as it deems appropriate and sufficient to provide the Services within both the County’s and City’s

jurisdiction. Such personnel shall be County employees and shall be subject to the supervision and control of such persons as the County may from time to time designate. Such personnel shall be paid a salary by the County and shall receive such other benefits and perquisites of employment as is customary of other County employees. It is the intent of the parties that such personnel shall be subject to the rules, regulations, and conditions of employment as are customary with other employees of the County.

IV. Compensation.

- a. City shall pay the County for the provision of Services an amount to be established on an annual basis to be paid by the City no later than June 30th of the fiscal year in which the Services are to be provided. The amount shall be established by taking the operating portion of the current total fiscal year animal control budget and allocating the operating portion of the total budget based on the individual Cities population from the last federal census.
- b. For the fiscal year 2015-2016, the City shall pay to the County \$31,431.93. The City's population from the last federal Census was 22,013 which is 12.0170% of the total County population of 183,182. The City's portion of the total animal control budget is calculated by multiplying City's population percentage by the total budget (\$1,046,248.00) which is approximately \$125,728 and then multiplying the actual amount by the operating portion of the budget of 25% which equals the sum of \$31,431.93.
- c. The City shall pay to the County \$31,431.93 in full no later than June 30, ~~2015~~^{2016 vHL} for the provision of the Services for the 2015-2016 fiscal year. The annual fee shall be calculated on an annual basis and shall be provided to the City of Spring Hill no later than March 31 of each year. The annual fee shall be due no later than June 30 of the fiscal year in which the services will be provided. The annual fee rate increase shall not exceed 5% of the previous year fee except for years in which a special census was completed.

V. Term. The initial term of this Agreement shall be for a period of fifteen months beginning on April 1, 2015 and shall continue until June 30, 2016. This Agreement shall be automatically renewed for additional one year terms beginning on July 1 of each subsequent year and continuing until June 30 of the following year unless either party provides a minimum of ninety days' written notice to the other party prior to the automatic Renewal Date of its intent to terminate the agreement. Alternatively, the parties may enter into a new agreement at any time to supersede this Agreement.

VI. Termination - Breach. Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have fourteen calendar days from the receipt of the notice to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party. Termination of this Agreement by the non-breaching party for any breach by the breaching party shall be in addition to any other remedies available for such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other available remedy, including without limitation, injunctive relief and/or money charges.

VII. Notices. All notices under this Lease shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Spring Hill
Attn: City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

VIII. MISCELLANEOUS.

- a. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.
- b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- c. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- e. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law
- f. Assignment. The rights and obligations of this Agreement are not assignable.
- g. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

ATTEST:

BY:

April Good

CITY OF SPRING HILL

BY: Rick Graham, City Mayor

DATE:

6/3/15

APPROVED AS TO FORM AND LEGALITY:

City of Spring Hill Attorney

ATTEST:

BY:

Jinda Wheeler →

WILLIAMSON COUNTY, TENNESSEE

BY: Rogers Anderson, County Mayor

DATE: *6/9/15*

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

Contribution amendment for fiscal year 2018-2019 based on contracted agreement.

**WILLIAMSON COUNTY
ANIMAL CONTROL - SHARED COSTS WITH CITIES**

	Population Totals	Population %	Contribution By Population Total Budget	Current Contribution from Cities
Franklin	70,908	33.0805%	\$ 441,416	\$ 91,336
Williamson County	46,847	21.3889%	\$ 285,406	
Brentwood	40,401	18.8481%	\$ 251,504	\$ 59,054
Spring Hill	36,530	17.0422%	\$ 227,406	\$ 53,395
Fairview	8,002	3.7331%	\$ 49,814	\$ 11,696
Nolensville	7,936	3.7024%	\$ 49,403	\$ 11,600
Thompson's Station	4,726	2.2048%	\$ 29,420	\$ 3,919
Total	214,350	100.0000%	\$ 1,334,369	\$ 231,000

FY 2017-18 Animal Control Budget

Salaries	\$955,126.00	doesn't include longevity of 3,650
Operating	\$379,243.00	
Total	\$1,334,369.00	

Most All cities have had a special census, those figures were used for this year's contribution. Some cities are in the process of conducting special census, but for this year's calculation, the special census data are not available at this point in time so they will not be included this year. We will pick those up next year.

The operating portion of the budget is approximately 25 % of the total budget. Per our agreement, Cities would contribute 25% of the total budget allocated by the percentage of population from the last federal census or special census. The increases would be automatic based on the county budget guidelines. For Fiscal year 2017-18, Employees received a 2% pay increase. Based on the agreement, Cities contribution can not exceed 5% in a year unless based on a change in population. Based on population changes again this year, The 2018-2019 budgeted figures for some cities will exceed 5% contribution from previous year. Please use the second column for your cities' budgeted contribution for the 2018-2019 fiscal year.

	Contribution By Population Total Budget	25% of total budget	Current Contribution from Cities	Current Contr. "+5% 2018-19
Franklin	\$ 441,416	\$ 110,354	\$ 91,336	\$ 95,903
Williamson County	\$ 285,406		\$ -	\$ -
Brentwood	\$ 251,504	\$ 62,876	\$ 59,054	\$ 62,007
Spring Hill	\$ 227,406	\$ 56,852	\$ 53,395	\$ 56,065
Fairview	\$ 49,814	\$ 12,453	\$ 11,696	\$ 12,281
Nolensville	\$ 49,403	\$ 12,351	\$ 11,600	\$ 12,180
Thompson's Station	\$ 29,420	\$ 7,355	\$ 3,919	\$ 4,115
Total	\$ 1,334,369	\$ 262,241	\$ 231,000	\$ 242,550