

*Tailed
Church Hill did
not approve.*

JOINT RESOLUTION NO. 229

**BEFORE THE BOARDS OF MAYOR AND ALDERMEN OF
THE TOWN OF MOUNT CARMEL, TENNESSEE, AND OF
THE CITY OF CHURCH HILL, TENNESSEE.**

WHEREAS, the Boards of Mayor and Aldermen of the Town of Mount Carmel and the City of Church Hill recognize the importance of offering efficient and effective services to their citizens; and

WHEREAS, the two Boards recognize that animal control is a service that lends itself to a cooperative venture because of the proximity and similarity of the two communities; and

WHEREAS, the two Boards wish to enter into an agreement to provide animal control services to the citizens of the two communities.

NOW, THEREFORE, BE IT RESOLVED that the Town of Mount Carmel Board of Mayor and Aldermen do hereby authorize Mayor Gary Lawson, and the City of Church Hill Board of Mayor and Aldermen do hereby authorize Mayor Dennis Deal, to sign the attached agreement.

THIS RESOLUTION was duly passed and approved by the City of Church Hill Board of Mayor and Aldermen on the _____ day of _____, 2001.

ATTEST:

DENNIS DEAL, Mayor

MARK SANDIDGE, City Recorder

THIS RESOLUTION was duly passed and approved by the Town of Mount Carmel Board of Mayor and Aldermen on the 25 day of January, 2001.

ATTEST:

GARY LAWSON, Mayor

Nancy Carter
NANCY CARTER, City Recorder

APPROVED AS TO FORM:

ATTORNEY FOR CHURCH HILL

ATTORNEY FOR MOUNT CARMEL

City of Church Hill

FIRST READING	AYES	NAYS	OTHER
Alderman Roger Christian			
Alderman B.D. Cradic			
Mayor Dennis Deal			
Alderman Keith Gibson			
Alderman Daris Horne			
Alderman Ileen Lewis			
Alderman Janet Maness			
TOTALS			

PASSED FIRST READING: _____

Town of Mount Carmel

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	✓		
Alderman Eugene Christian	✓		
Alderman Paul Hale	✓		
Mayor Gary Lawson	—		
Alderman George E. Pierce	✓		
Alderman Thomas Wheeler	✓		
Alderman Wanda Worley		✓	
TOTALS	5	1	0

PASSED FIRST READING: 1-25-01

INTERLOCAL AGREEMENT
Between
THE TOWN OF MOUNT CARMEL, TENNESSEE
and
THE CITY OF CHURCH HILL, TENNESSEE
for
ANIMAL CONTROL SERVICES

A G R E E M E N T

PURPOSE: This Agreement is made and entered into by and between the Town of Mount Carmel, Tennessee, hereinafter "Mount Carmel," and the City of Church Hill, Tennessee, hereinafter "Church Hill," for the purpose of Mount Carmel providing animal control services to Church Hill.

1. BEGINNING DATE. Effective within one week of the signing of this Agreement by both parties, Mount Carmel shall provide animal control services to Church Hill. Such services shall be provided under the general direction of the Police Chief of Church Hill and the specific direction of the ranking police officer on duty at Church Hill.

2. TIME DEVOTED TO CHURCH HILL. The Mount Carmel Animal Control Officer, or his substitute, shall spend about 50% of his time providing animal control services to the City of Church Hill. Animal control services shall include answering animal control complaints, patrolling the streets of Church Hill for stray animals, feeding and caring for animals picked up in Church Hill, attending necessary courts to prosecute animal owners who live in Church Hill, and other animal control related services as may be required by the Church Hill Police Chief.

3. SUPERVISION. The Mount Carmel Police Chief shall supervise the work of the Animal Control Officer. The Mount Carmel Police Chief shall confer with the Church Hill Police Chief as to the procedures necessary to assure the Animal Control Officer performs animal control services for Church Hill in the manner desired by the Church Hill Police Chief. The City of Church Hill will adopt and use the Mount Carmel Animal Control Policies and Procedures Manual. The two chiefs shall reach understandings and reduce their understandings to paper so the Animal Control Officer may have clear direction.

4. NECESSARY ITEMS. Mount Carmel shall provide an animal shelter, training, insurance, transportation, uniforms, supervision, substitute animal control officers, bookkeeping, auditing, and other usual and customary goods and services necessary to provide municipal animal control services.

5. BILLING. Mount Carmel shall bill on a monthly basis for payment by Church Hill for animal control services. The bill shall include one-half (50%) of the costs charged to Account Codes #110-42400, 1-999 by Mount Carmel. Representatives of Church Hill shall have access during regular business hours to all bills and invoices charged to these account codes.

6. PAYMENT. Church Hill shall pay within 30 days the itemized bill presented by Mount Carmel.

7. LEGAL ADVICE. Church Hill's City Attorney shall provide an initial orientation and continuing legal advice to the Animal Control Officer for the purposes of effectuating the enforcement of both state and local animal control laws within the City of Church Hill. Attorneys from the two municipalities shall propose to the two Boards changes to the municipalities' ordinances to make them compatible and as needed to improve services.

8. IMPROVEMENTS. Amendments shall be made in writing, enacted by both Boards, and attached to this Agreement.

9. TERMINATION. Either party may terminate this Agreement upon 30 days written notice delivered to the other party.

Signed: _____
Mayor Dennis Deal

Signed: _____
Mayor Gary Lawson

Attest: _____

Attest: _____

FAX COVER SHEET

TOWN OF MOUNT CARMEL

100 East Main Street

P.O. Box 1421

Mount Carmel, Tennessee 37645

Phone number: (423) 357-7311

Fax number: (423) 357-7710

Send to:	Mark Sandidge	From:	Manan
Attention:		Date:	
Office location:		Office location:	
Fax number:	357-8559	Phone number:	

Urgent Reply ASAP Please comment Please review For your information

Total pages, including cover: 9

Comments:

See attached. Let me
know if any additional
changes need to be
made —

Me,
