

THIS AGREEMENT is made and entered into on this ~~4st~~ ___ day of ~~September~~ 2011~~2022~~, by and between the County of Augusta, a political subdivision of the Commonwealth of Virginia (“Augusta”); the City of Staunton, a municipal corporation of the Commonwealth of Virginia (“Staunton”); and the City of Waynesboro, a municipal corporation of the Commonwealth of Virginia (“Waynesboro”) (also individually referred to herein as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, § 3.2-6546 ~~OF THE~~of the Code of Virginia requires the governing body of each county or city to maintain or cause a public animal shelter ~~to be maintained;~~ and

WHEREAS, § 3.2-6546 of the Code of Virginia allows one or more local governing bodies to operate a single public animal shelter in conjunction with one another; ~~and~~

WHEREAS, the governing bodies of Augusta, Staunton, and Waynesboro have determined that it is in the best interest of ~~all three~~each jurisdictions to operate a single animal shelter;

WHEREAS, the Parties entered into an Agreement dated September 1, 2011 relating to the operation of a single animal shelter;

WHEREAS, the Parties now wish to update their arrangement and enter a new agreement; and

NOW, THEREFORE, the Board of Supervisors of the County of Augusta, Virginia; the Council of the City of Staunton, Virginia; and the Council of the City of Waynesboro, Virginia, in consideration of the mutual obligations and mutual benefits accruing to their respective localities from this Agreement, have agreed upon the terms herein among themselves as follows:

ARTICLE I. REAL ESTATE

Sec. 1-1. Description of Real Estate. The joint animal shelter (the “Animal Shelter”) is located on a 4.608-~~2~~-acre parcel of property, ~~together with the~~which contains improvements thereon, described as tax map parcel 85-86D, and with a street address of 1001 Mount Torrey Road, Lyndhurst, Virginia (the “Property”).

Sec. 1-~~32~~. Land Trust. ~~–The~~ real estateProperty is owned by a land trust established by Augusta County and the Cities of Waynesboro and Staunton. There are three (3) trustees (the “Trustees”) of said the land trust ~~are three (3) in number, namely~~ the County Administrator of Augusta, the City Manager of Staunton, and the City Manager

of Waynesboro, ~~and whose actions~~ shall be strictly ~~governed~~ bound by this ~~agreement~~ Agreement, ~~(as it may be amended from time to time by the Parties hereto), insofar as their actions as trustees under the said land trust.~~

Sec. 1-3. Ownership Percentage of Real Estate by Municipalities. The Parties' percentages ~~of Augusta, Staunton, and Waynesboro, respectively,~~ of the beneficial interest in the ~~land trust real estate~~ Property and associated chattel shall be ~~calculated and adjusted and shall be~~ based on ~~the respective~~ each Party's cumulative usage of the ~~Animal Sshelter.~~ Animal Shelter.

Sec. 1-4. Management of Real Estate Property. The portions of the Property used for the Animal Shelter (the "Animal Shelter Property") shall be managed by the Director of the Animal Shelter, under the supervision of the Trustees, as set forth in Article IV below. All use Portions of the real estate Property not related to the animal shelter ("Leasable Property") shall be under the management and supervision of the Trustees for the property. Management and supervision shall include the power to lease ~~portions of the Leasable real estate Property to third parties~~ under the terms of the land trust and Section 1-3 above to third parties. However, no lease or expenditure (other than routine expenses necessary to their holding of the ~~real estate Leasable Property~~) shall be undertaken or incurred by the ~~trustees Trustees~~ without the prior consent of ~~the governing bodies of Augusta, Staunton, and Waynesboro~~ the Parties.

Sec. 1-5. Proceeds of Real Estate Property. The net proceeds of the sale or rental of the ~~real estate Property~~, or any portion thereof or any product therefrom, to any of the ~~parties Parties~~ or any outside party shall be shared in the same proportions as the ownership of the ~~animal Animal Sshelter real estate Property~~ under the terms of the land trust and Section 1-3 above at the time of ~~the said~~ sale or the time rental proceeds are due and payable under the terms of ~~the said~~ sale or rental agreement.

ARTICLE II. SHARING COSTS

Sec. 2-2. Annual Calculation of Cost Shares. The costs in excess ~~from of~~ all revenues from all other sources shall be shared by the ~~localities Parties~~ on the basis of the respective usage ~~made~~ by each ~~of said localities Party~~ in the Animal Shelter for the just concluded calendar year. Each ~~locality's Party's~~ usage shall include the number of dogs, cats, or other animals brought to the Animal Shelter from each ~~said~~ locality.

ARTICLE III. BUDGET AND FISCAL MATTERS

Sec. 3-1. Fiscal Agent. —Each Party agrees to share in the administrative operations of the Animal Shelter, including, without limitation, by serving as the fiscal agent for the Animal Shelter. The Party serving as the fiscal agent shall rotate every ten (10) years, unless agreed otherwise in writing by the Parties. The Waynesboro served as the fiscal agent under the 2011 Agreement. Augusta County shall serve as the fiscal agent under this Agreement. The fiscal agent will maintain a program account for the receipt of funds paid by ~~each Party the member agencies~~ and fees paid by the general

public, and for payment expenses for the operation, maintenance, repairs, and capital improvements to the Animal Shelter.

Sec. 3-2. Budget. The Executive Committee Trustees will adopt an annual budget for the operations, maintenance and repair of the Animal Shelter in each ensuing fiscal year. The budget shall be approved in sufficient time to be included in each Party jurisdiction's budget proposal. At the option of the Executive Committee Trustees, the budget request in any year may include components for future construction or other capital improvements.

Sec. 3-3. Debt. The Executive Committee Trustees have no authority to incur debt obligations or approve expenditures in excess of the funds appropriated to it by the governing bodies of each jurisdiction Party.

Sec. 3-4. Indemnification and Insurance. Each Party will maintain its own workers' compensation and public officials' liability insurance coverage, and will retain its full legal responsibility for injuries or property damage arising from its employees' use of the Animal Shelter. Nothing in this agreement Agreement shall be interpreted as an assumption of joint and several liability, or as an indemnification of any Party, by any of the Parties.

ARTICLE IV. OPERATIONS AND DISPUTE RESOLUTION

Sec. 4-1. Operations of Animal Shelter Property. The day-to-day operation of the Animal Shelter shall be performed by full-time and part-time employees appointed by the Trustees. The Trustees shall designate one such employee to be the facility Animal Shelter Director. Employees will receive pay and other compensation from the fiscal agent for the Animal Shelter. Employees shall be subject to the fiscal agent's employment policies and procedures. The Animal Shelter Director shall be excluded from the fiscal agent's grievance policy.

Sec. 4-2. Executive Committee Trustees. The overall operation of the Animal Shelter shall be the responsibility of an Executive Committee as set forth herein. The composition and purposes of the Executive Committee are as follows: the Trustees.

~~(1) The members of the Executive Committee are the Augusta County Administrator, the Staunton City Manager, and the Waynesboro City Manager, or their respective designee.~~

~~_____ (2a) The Executive Committee Trustees, or his or her designee, will meet at least quarterly once the animal shelter established hereunder becomes operational. Special meetings may be called by any two members Trustees by actual notice delivered to all members Trustees at least 48 hours prior to the meeting date, or may be held at any time upon attendance at meetings by all me Trustees members.~~

~~(3b) A quorum necessary to take action at any meeting shall be three (3) members Trustees, or their officially appointed designees. All issues presented A require~~

~~a unanimous majority vote of those in attendance shall decide any to be adopted issue presented.~~

~~(4c) The Executive Committee Trustees will ensure that the operation of the Animal Shelter facility meets all requirements of state and federal laws and regulations pertaining to such facilities; ensure that all operations and staffing of the facility Animal Shelter meet the requirements of any state or federally-issued permit; ensure that the use, care, and maintenance of the equipment in the Animal Shelter facility meet the manufacturer's recommendations; ensure that the building and grounds are properly maintained and that repairs, when needed, are promptly done; and generally give direction to the Animal Shelter Director with respect to the above.~~

~~(d5) The chair of the Executive Committee Trustees shall alternate between the Augusta County Administrator and the Staunton and Waynesboro City Manager for a term of two years. On the Effective Date, the chair shall be [REDACTED].~~

~~(e6) The meetings of the Executive Committee Trustees shall be conducted pursuant to the requirements set forth in the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq., and the parliamentary procedures as set forth in "Roberts Rules of Order."~~

~~(7f) The Animal Shelter Director shall make available to the Executive Committee Trustees all records, work sheets, financial records, and documents or instruments of any nature, regarding and pertaining to the operation, maintenance, or fiscal affairs of the Animal Shelter, and the Animal Shelter Director shall follow and adhere to decisions made by the Executive Committee Trustees.~~

~~Sec. 4-3. Dispute Resolution. Any dispute, disagreement, or controversy arising among the parties hereto as to the operation of the Animal Shelter, if not resolved by the parties within thirty (30) days of the date of such dispute, disagreement, or controversy arose, shall be submitted to binding arbitration by the parties pursuant to the Uniform Arbitration Act of the Commonwealth of Virginia, (Section Va. Code § 8.01-581.01 through and including Section 8.01-581.016 of the Code of Virginia, as amended) as follows set seq., as may be amended from time to time.:~~

~~(1) Request for Arbitration. Any party, after the 30-day period set forth above, may notify the chair of the Executive Committee, in writing, that necessity for arbitration exists. The request shall contain a description of the disputed issue. The chair shall then notify, in writing, the other parties hereto of the request. In the case of the one party dissenting from the position of the other two parties, the dissenting party shall appoint one arbitrator and the other two parties shall jointly appoint one arbitrator. Upon the receipt of two appointments, the chair shall direct the two so appointed to appoint a third arbitrator as they may agree upon. Such third arbitrator shall be appointed within 14 days after the chair's notice. In the case that all three parties are in disagreement with one another, each party shall appoint an arbitrator, and the three so appointed shall proceed to resolve the issue in accordance with the following procedure.~~

~~_____ (2) Failure of Appointment or Inability to Act. If any arbitrator is unable to act, or if the two arbitrators cannot agree as to the appointment of the third, the provisions of Section 8.01-581.03 of the Code of Virginia shall apply.~~

~~_____ (3) Hearing and Procedure. The arbitrators shall schedule a hearing for the resolution of the dispute within 30 days of the date the third arbitrator is appointed and shall render a decision on the matter within 30 days of the hearing date. The provisions for such hearing and procedure shall be as set forth in Section 8.01-581.04 through and including 8.01-581.016 of the Code of Virginia.~~

~~_____ (4) Jurisdiction and Venue. The parties hereto agree that the Circuit Court of Augusta County, Virginia, shall have jurisdiction and venue as to any matters requiring court action hereunder.~~

~~_____ (a5) Binding Upon the Parties. The arbitration award made by the arbitrators and/or Court shall be binding upon the Pparties hereto.~~

~~(b6) Expenses. The Pparties agree to share equally all expenses of arbitration incurred, including any court costs, but exclusive to each Pparty's attorney's fees.~~

~~(c7) Modification. If all Pparties agree in writing, the above procedure or any portion thereof may be modified.~~

ARTICLE V. MISCELLANEOUS

Sec. 5-1. ~~Effective Date. The effective date ("Effective Date") of this agreement Agreement shall be the final date set forth below in the notarized signatures of the Parties, after upon which all three Parties' governing bodies ~~of Augusta County, the City of Waynesboro, and the City of Staunton~~ approve this agreement Agreement and authorizing its execution by their respective chief executive officer. The September 1, 2011 Agreement shall automatically terminate on the Effective Date of this Agreement.~~

Sec. 5-2. ~~Notices. Notices hereunder shall be sent by certified email and regular mail to the respective parties to the following officers chief executive officer or their successors:~~

Timothy K. Fitzgerald, County Administrator
COUNTY OF AUGUSTA, VIRGINIA
P.O. Box 590
Verona, VA 24482

Leslie M. Beauregard, City Manager
CITY OF STAUNTON, VIRGINIA
P.O. Box 58

Staunton, VA 24402

Michael G. Hamp, II, City Manager
CITY OF WAYNESBORO, VIRGINIA
P.O. Box 1028
Waynesboro, VA 22980
hampmg@ci.waynesboro.va.us

Sec. 5-3. Entire Agreement. This ~~a~~Agreement and the attachments hereto constitute the full agreement among the parties. This ~~agreement~~Agreement may only be amended by written amendment adopted by each of the participating governing bodies.

Sec. 5-4. Jurisdiction and Venue. The parties hereto agree that the Circuit Court of Augusta County, Virginia, shall have jurisdiction and venue as to any matters requiring court action hereunder.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals ~~this the day and year first above written.~~

COUNTY OF AUGUSTA, VIRGINIA

By: _____(SEAL)

Timothy K. Fitzgerald, County

Administrator~~Chairman of the Board of Supervisors~~

Attest:

STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by

_____, Chairman of the Board of Supervisors of the County of Augusta, Virginia, and likewise attested by Timothy K. Fitzgerald, Clerk of the Board of Supervisors of said County, on behalf of said County Administrator, Augusta County.

My commission expires: _____

Notary Public: _____

Notary Public

CITY OF STAUNTON, VIRGINIA

By: _____ (SEAL)
Leslie M. Beauregard, City Manager

STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, CITY OF STAUNTON, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, Chairman of the City Council of the City of Staunton, Virginia, and likewise attested by Leslie M. Beauregard, Clerk of the City Council of said City, on behalf of said City Manager, City of Staunton, Virginia.

My commission expires: _____

Notary Public: _____

My commission expires: _____

Notary Public

Attest:

Clerk
CITY OF WAYNESBORO, VIRGINIA

By: _____(SEAL)
Michael G. Hamp, II, City Manager ~~Mayer~~

Attest:

Clerk

~~STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:~~

~~_____The foregoing instrument was acknowledged before me this ___ day of _____,
2011, by~~

~~_____, Chairman of the Board of Supervisors of the County of
Augusta, Virginia, and likewise attested by Timothy K. Fitzgerald, Clerk of the Board of
Supervisors of said County, on behalf of said County.~~

~~_____My commission expires: _____~~

~~Notary Public~~~~STATE OF VIRGINIA, AT LARGE
COUNTY OF AUGUSTA, to-wit:~~

~~_____The foregoing instrument was acknowledged before me this ___ day of _____,~~

~~2011, by _____, Chairman of the City Council of the City of Staunton, Virginia, and likewise attested by Leslie M. Beauregard, Clerk of the City Council of said City, on behalf of said City.~~

~~_____ My commission expires: _____~~

~~_____

_____ Notary Public~~

STATE OF VIRGINIA, AT LARGE
COUNTY CITY OF WAYNESBORO AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ~~2011~~2022, by _____, ~~Chairman of the City Council of the City of Waynesboro, Virginia, and likewise attested by~~ Michael G. Hamp, II, ~~Clerk of the City Council of said City, on behalf of said City~~ City Manager, City of Waynesboro, Virginia.

_____ My commission
expires: _____

Notary Public: _____

My commission expires: _____