

THIS AGREEMENT is made and entered into on this 31<sup>st</sup> day of June 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 Code of Virginia requires the governing body of each county or city to maintain or cause a public animal shelter to be maintained;

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;

WHEREAS, the governing bodies of Augusta, Staunton, and Waynesboro have determined that it is in the best interest of each jurisdiction 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-acre parcel of property, 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. 1-2. Land Trust. The Property 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 the land trust, the County Administrator of Augusta, the City Manager of Staunton, and the City Manager of Waynesboro, whose actions shall be strictly governed by this Agreement, as it may be amended from time to time by the Parties.

Sec. 1-3. Ownership Percentage of Real Estate by Municipalities. The Parties' percentages of the beneficial interest in the Property and associated chattel shall be calculated and adjusted based on each Party's cumulative usage of the Animal Shelter.

Sec. 1-4. Management of 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. Portions of the Property not related to the animal shelter ("Leasable Property") shall be under the management and supervision of the Trustees. Management and supervision shall include the power to lease the Leasable Property to third parties under the terms of the land trust. However, no lease or expenditure (other than routine expenses necessary to their holding of the Leasable Property) shall be undertaken or incurred by the Trustees without the prior consent of the governing bodies of the Parties.

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

## ARTICLE II. SHARING COSTS

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

## ARTICLE III. BUDGET AND FISCAL MATTERS

Sec. 3-1. Fiscal Agent. The fiscal agent will maintain a program account for the receipt of funds paid by each Party and fees paid by the general public and for payment expenses for the operation, maintenance, repairs, and capital improvements to the Animal Shelter. The fiscal agent shall be chosen by the Trustees. The fiscal agent on the Effective Date shall be Augusta County. The fiscal agent shall maintain the office unless and until a different fiscal agent is chosen by the Trustees.

Sec. 3-2. Budget. The 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's budget proposal. At the option of the Trustees, the budget request in any year may include components for future construction or other capital improvements.

Sec. 3-3. Debt. The 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 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 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 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. Trustees. The overall operation of the Animal Shelter shall be the responsibility of the Trustees.

(a) The Trustees, or his or her designee, will meet at least quarterly. Special meetings may be called by any two Trustees by actual notice delivered to all Trustees at least 48 hours prior to the meeting date, or may be held at any time upon attendance at meetings by all Trustees.

(b) A quorum necessary to take action at any meeting shall be three (3) Trustees, or their designees. All issues presented require a majority vote of those in attendance to be adopted.

(c) The Trustees will ensure that the operation of the Animal Shelter meets all requirements of state and federal laws and regulations pertaining to such facilities; ensure that all operations and staffing of the 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 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.

(d) The chair of the 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 Tim Fitzgerald.

(e) The meetings of the 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."

(f) The Animal Shelter Director shall make available to the 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 Trustees.

Sec. 4-3. Dispute Resolution. Any dispute, disagreement, or controversy arising among the Parties 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, Va. Code § 8.01-581.01 *et seq.*, as may be amended from time to time.

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

(b) Expenses. The Parties agree to share equally all expenses of arbitration incurred, including any court costs, but exclusive to each Party's attorney's fees.

(c) Modification. If all Parties 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 shall be the final date set forth below in the notarized signatures of the Parties, after all three Parties' governing bodies approve this 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 email and regular mail to the following chief executive officer or their successors:

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

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Leslie M. Beauregard, City Manager  
CITY OF STAUNTON, VIRGINIA  
P.O. Box 58  
Staunton, VA 24402

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

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Sec. 5-3. Entire Agreement. This Agreement and the attachments hereto constitute the full agreement among the parties. This 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:

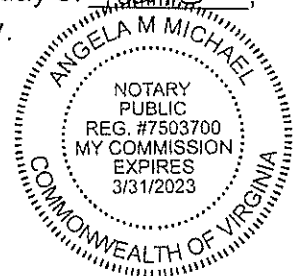
**COUNTY OF AUGUSTA, VIRGINIA**

By: *Timothy K. Fitzgerald* (SEAL)  
Timothy K. Fitzgerald, County Administrator

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

The foregoing instrument was acknowledged before me this 27 day of June, 2022, by Timothy K. Fitzgerald, County Administrator, Augusta County.

My commission expires: 3/31/2023  
Notary Public: *Angela M. Michael*



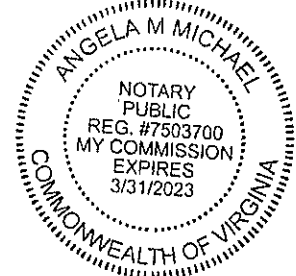
**CITY OF STAUNTON, VIRGINIA**

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

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

The foregoing instrument was acknowledged before me this 27 day of June, 2022, by Leslie M. Beauregard, City Manager, City of Staunton, Virginia.

My commission expires: 3/31/2023  
Notary Public: *Angela M. Michael*



CITY OF WAYNESBORO, VIRGINIA

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

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

The foregoing instrument was acknowledged before me this 27 day of June,  
2022, by Michael G. Hamp, II, City Manager, City of Waynesboro, Virginia.

My commission expires: 3/31/2023  
Notary Public: Angela M Michael

