

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
April 8, 2024
6:00 PM Room 312

Members Present: Tim Isbel, Tracy Wandell, Phil Yager, Joshua Anderson, Stephen Verran, Anthony Allen and Denise Palmer

Members Absent: Robert McKamey

Call to Order: Chairman Isbel called the meeting to order.

Commissioner Allen said the prayer.

Commissioner Palmer led the Pledge of Allegiance.

Commissioner Allen made a motion to approve the agenda as presented. Seconded by Commissioner Anderson. Motion passed.

No citizens addressed the committee.

Mayor's Report

> Commissioner Anderson made a motion to approve the EEOP Policy Language update to meet the EEOP requirements. Seconded by Commissioner Verran. Motion passed unanimous to forward to full commission for approval.

> Commissioner Wandell made a motion to approve Resolution No. 24-4-1157 Establishing the Anderson County Emergency Management Agency to include requirements codified in Tennessee Code Annotated Chapter 58, Title 2, Section 127. Seconded by Commissioner Verran. Motion passed unanimous to forward to full commission for approval.

> Commissioner Wandell made a motion to approve Resolution No. 24-04-1165 Authorizing Anderson County apply for FY 2024-2025 Appalachian Regional Commission (ARC) Partnerships for the Opportunity and Workforce and Economic Revitalization (POWER) Implementation Grant in the amount of \$1,021,256 to Develop and Equip and Emergency Medical Services (EMS) Training Facility in Anderson County, and Staff the Facility for Three (3) Years. Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

> Commissioner Yager made a motion to approve Resolution No. 24-04-1163 to allow the National Wild Turkey Federation to Sanction and Host a Limited Youth Turkey Hunt on the Blockhouse Valley Former Landfill Site on May 18, 2024. Seconded by Commissioner Verran. Motion passed with one (1) no vote to forward to full commission for approval.

USPS Weisgarber Distribution Center letter – Information only, No Action.

> Commissioner Wandell made a motion to approve to apply for Tennessee Department of Environment and Conservation Brownfield Redevelopment Area Grant (BRAG) for project Category "investigation" for Environmental Site Assessment for Pine Meadows Subdivision.

Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

Library Inter Local Agreement Status Update – No Action.

Law Director's Report

Commissioner Yager made a motion to approve the Memorandum of Understanding Emergency Evacuation Location Agreement with Little Lake Pet Lodge and the MOU for the Anderson County Fair Association Location Agreement. Seconded by Commissioner Allen. Motion passed unanimous to forward to full commission for approval.

Radio Equipment Resolution for the Constables

Commissioner Wandell made a motion to have a resolution to vote on ready by Monday's commission meeting for the Fire Department's radios. Seconded by Commissioner Yager. Motion passed to forward to full commission for approval.

Unfinished Business:

None.

New Business:

None.

Announcement

The City of Norris is having their 75th Anniversary of the Town being incorporated with a play set during the depression era when TVA came to town, on Friday April 12, at 7:00 pm, Saturday April 13th at 7:00 pm, and Sunday April 14th at 2:00 pm, at the Museum of Appalachia.

Medford VFD is having a chili supper this Saturday, April 13th, at Clinch River Baptist Church at 5:00 pm.

Meeting Adjourned

Anderson County, Tennessee

Board of Commissioners

RESOLUTION NO. 24-4-1157
ORIGINAL RESOLUTION NO. 83-5-33

RESOLUTION AMENDING RESOLUTION 83-5-33 ESTABLISHING THE ANDERSON COUNTY EMERGENCY MANAGEMENT AGENCY TO INCLUDE REQUIREMENTS CODIFIED IN TENNESSEE CODE ANNOTATED CHAPTER 58, TITLE 2, SECTION 127

WHEREAS, on May 16th, 1983, the Anderson County Board of Commissioners voted to establish the Anderson County Emergency Management Agency (ACEMA), pursuant to the powers granted by Chapter No. 81, Public Acts of Tennessee 1951, and amendments thereto later codified at Tennessee Code Annotated §§58-2-10 *et seq.*; and

WHEREAS, a recent review of the 1983 Resolution in comparison to Tennessee Code Annotated §58-2-127 revealed the necessity of an amendment of to the original Resolution to include additional requirements now codified in Tennessee Code Annotated ; and

WHEREAS, those additional requirements are needed to comply with state law.

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Anderson County, Tennessee meeting in regular session in Clinton, Tennessee this the 15th day of April 2024 that we hereby amend Resolution No. 85-5-33, passed on May 16th, 1983, “Establishing the Anderson County Emergency Management Agency” to include the requirements codified in Tennessee Code Annotated Chapter 58, Title 2, Section 127, to wit:

SECTION 1. Prerequisites for Employment as Director of ACEMA

(a) As a prerequisite to receiving an offer of employment as the director of a local emergency management agency, the candidate shall provide evidence satisfactory to the CLEO that the applicant:

- (1)** Is at least eighteen (18) years of age;
- (2)** Is a citizen of the United States and of this state;
- (3)** Is a high school graduate or possesses equivalency;
- (4)** Has not been convicted or pled guilty to or entered a plea of *nolo contendere* to any felony charge;
- (5)** Has a valid Tennessee driver license; and
- (6)** **(A)** Has graduated and received a baccalaureate degree;
(B) Has graduated and received an associate's degree and possesses at least two (2) years experience in an emergency management or related field;
(C) Possesses at least four (4) years experience in an emergency management or related field; or
(D) Is serving as director of a local emergency management agency on July 1, 2011.

(b) In addition to the requirements of subsection (a), any director of a local emergency management agency shall possess knowledge of the following subjects:

- (1)** The principles and practices of emergency management;
- (2)** Emergency management planning concepts;

- (3) Disaster response and the functions of government and private organizations;
- (4) Laws and regulations related to emergency operations; and
- (5) Working knowledge of computer operations and the operation of other basic office equipment.

(c) In addition to the requirements of subsections (a) and (b), any director of a local emergency management agency shall possess the skill and ability to perform tasks as defined by the county mayor, including, but not limited to, the following tasks:

- (1) Plan, organize, assign, inspect, and direct the work of others;
- (2) Evaluate situations and make coherent decisions;
- (3) Express ideas clearly, concisely, and convincingly, both orally and in writing. This requirement includes the ability to communicate effectively under stressful conditions during emergency situations;
- (4) Establish and maintain an effective working relationship with the public, businesses, industries, volunteers, and employees;
- (5) Operate an emergency management response vehicle and communications equipment;
- (6) Work from a mobile unit and outdoors in all types of weather conditions during emergency and simulated situations; and
- (7) Direct the activities of a twenty-four-hour, seven-day-a-week operation.

(d) A local emergency management agency director is under executive direction.

(e) A local emergency management agency director's responsibilities include, but are not limited to, the following:

- (1) Coordinate and assist in the revision and update of the local emergency operations plan and field operating guides in conjunction with elected and appointed local government officials and private, volunteer, and civic organizations;
- (2) Develop and manage the local agency's annual budget in accordance with local guidelines;
- (3) Collect initial disaster intelligence information, extract essential elements of information, and prioritize use of critical resources;
- (4) Prepare and transmit situation reports to TEMA as directed by state procedures;
- (5) Assess the impact of major emergencies and initiate requests for declaration of emergency for the CLEO's signature;
- (6) Serve as the focal point for damage assessment information and coordinate all relief activities through the CLEO and the regional and state emergency operations center;
- (7) Promote and supervise the development of various emergency management related public education and information services, such as training programs, brochures, speaking opportunities, and media programs;
- (8) Develop and maintain an emergency operations center to ensure direction, control, and continuity of local government during emergencies and disasters;
- (9) Conduct hazardous analysis, capability assessment and vulnerability analysis, and make periodic updates to same. The director is "on call" for response to any type of disaster or major emergency: natural, manmade, or technological;
- (10) Provide assistance to private sector organizations on issues pertaining to emergency management and homeland security;
- (11) Provide resource coordination and technical assistance during major emergencies and disasters;
- (12) Prepare after-action reports as required;

- (13) Development and implementation of all activities relative to emergency management within the territorial limits of the emergency management area for which the director serves as director;
 - (14) Establish emergency management standards within the territorial limits of the emergency management area for which the director serves as director. This responsibility includes the development and implementation of activities which support the national incident management system (NIMS) to mitigate, prepare for, respond to, and recover from major emergencies, terrorist events, and disasters; and
 - (15) Perform other duties as directed by the CLEO.
- (f) In addition to the duties and responsibilities enumerated in subsection (e), a local emergency management agency director shall:
- (1) Complete FEMA independent study (IS) courses in a timely manner as required by TEMA and local guidelines;
 - (2) Within the first twenty-four (24) months of employment, or, in the case of a person who is serving as director of a local emergency management agency on July 1, 2011, by June 30, 2013, complete the TEMA hazardous materials operations level, damage assessment workshop, and any NIMS courses that are offered during that twenty-four-month period. If the TEMA hazardous materials operations level or damage assessment workshop is not offered during the first twenty-four (24) months of a director's term of employment, or, in the case of a person who is serving as director of a local emergency management agency on July 1, 2011, during the period of July 1, 2011 through June 30, 2013, the director shall take those courses at the earliest opportunity after the expiration of such time period. A director shall attend additional courses that are offered by TEMA as the director's time and schedule permit;
 - (3) Apply for emergency management professional certifications in a timely manner; and
 - (4) Independently maintain current knowledge of new technologies related to emergency management.

RESOLVED, DULY PASSED AND EFFECTIVE this 15th day of April, 2024.

H. Tyler Mayes, Chairman, County Commission

Terry Frank, County Mayor

ATTEST:

Jeff Cole, County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 24-04-1165

**RESOLUTION AUTHORIZING ANDERSON COUNTY TO APPLY FOR FY 2024-2025
APPALACHIAN REGIONAL COMMISSION (ARC) PARTNERSHIPS FOR THE OPPORTUNITY
AND WORKFORCE AND ECONOMIC REVITALIZATION (POWER) IMPLEMENTATION
GRANT FUNDING IN THE AMOUNT OF \$1,021,256 TO DEVELOP AND EQUIP AN EMERGENCY
MEDICAL SERVICES (EMS) TRAINING FACILITY IN ANDERSON COUNTY, AND STAFF THE
FACILITY FOR THREE (3) YEARS**

WHEREAS, the Appalachian Regional Commission (ARC) Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Grant makes resources available to help communities affected by job losses in coal mining, coal power plant operations, and coal-related supply chain or logistics industries due to the changing economics of the coal economy; and

WHEREAS, Anderson County has been impacted by a loss in coal mining and the changing economics of the coal economy, and will be impacted by the winding down and scheduled closure of TVA's Bull Run Steam Plant; and

WHEREAS, Anderson County desires to invest in workforce training in order to stress the potential for upward mobility for participants, and to increase labor participation rates; and

WHEREAS, the public safety and healthcare sector continues to experience staffing struggles locally, regionally, statewide, and nationally; and

WHEREAS, Anderson County will partner with numerous area governments and agencies to develop, equip, and staff a Training Facility in Anderson County managed by Anderson County Emergency Medical Services (EMS) to provide training in Emergency Medical Response, Emergency Medical Technician, Advanced EMT and other public safety courses;

NOW, THEREFORE BE IT RESOLVED, meeting in regular session on Monday, April 15, 2024, that we, the Anderson County Board of Commissioners, commit to applying for the FY 2024-2025 ARC POWER Grant to develop and equip an approximately 6,000-square-foot training facility, and staffing costs over a 3-year period.

NOW, THEREFORE BE IT FURTHER RESOLVED, that we authorize the submission of the application for ARC funds in the amount of \$1,021,256 and agree to the 50% match requirements to increase labor participation and upward mobility in the EMS, Fire, Police, Rescue, and in some cases, nursing fields.

APPROVED:

H. Tyler Mayes, Commission Chairman

Terry Frank, Anderson County Mayor

ATTEST:

Jeff Cole, Anderson County Clerk

Anderson County, Tennessee
Board of Commissioners

RESOLUTION NO. 24-04-1163

RESOLUTION TO ALLOW THE NATIONAL WILD TURKEY FEDERATION TO SANCTION AND HOST A LIMITED YOUTH TURKEY HUNT ON THE BLOCKHOUSE VALLEY FORMER LANDFILL SITE AND TO ADOPT RESTRICTIONS AND PROCEDURES FOR PERMITS RELATED THERETO.

WHEREAS, on August 17, 2009, the Anderson County Board of Commissioners passed Resolution No. 09-321 declaring the Blockhouse Valley Landfill site as a nature preserve, recreational park and outdoor classroom. This same Resolution prohibited hunting on the property; and

WHEREAS, the Anderson County Board of Commissioners now desires to authorize the National Wild Turkey Federation (NWTF) to hold a limited and restricted Youth Turkey Hunt on the Blockhouse Valley property in order to properly reduce the turkey population to healthy levels through controlled management hunting and safe hunting practices.

NOW THEREFORE BE IT RESOLVED, by the Anderson County Board of Commissioners meeting in regular session this 15th day of April 2024, that we authorize the National Wild Turkey Federation to sanction and conduct a limited and restricted Youth Turkey Hunt on May 18th, 2024, at the former Blockhouse Valley Landfill site.

SECTION 1. National Wild Turkey Federation sanctioned hunting on the subject property will only be permissible to valid permit holders issued through and by the NWTF. Hunting is limited to the turkey population only. Other species hunting shall be allowed only by approval of the Board of Commissioners. Hunters must agree to comply with all hunting regulations set forth and adopted by the National Wild Turkey Federation and Tennessee Wildlife Resources Agency (TWRA).

SECTION 2. Only Youth hunters, as defined by NWTF and TWRA regulations, are eligible for this hunt.

SECTION 3. All permitted hunters shall agree to sign the NWTF waiver and release of liability document and shall also agree to the terms and restrictions set forth. Permitted hunters shall display the permit in a clear and conspicuous manner while hunting on the subject property.

SECTION 4. TWRA shall monitor and enforce hunting restrictions on subject property and report violations to the Anderson County District Attorney General for future legal actions and prosecution of unlawful activities. Anderson County reserves the right to cancel any permits due to non-compliance reported to, and by the TWRA.

SECTION 5. Permits shall be issued through the National Wild Turkey Federation only and at the sole discretion of the organization.

SECTION 6. Youth Turkey Hunt shall take place on Saturday, May 18th, 2024.

SECTION 7. All hunting apparatus and weapons shall conform to TWRA regulations and permitted seasonal hunting requirements.

SECTION 8. Each Youth Hunter must be accompanied by one (1) non-hunting adult of at least eighteen (18) years of age.

SECTION 9. Hunting is prohibited within two-hundred (200) yards from adjacent landowners contiguous to the Blockhouse Valley site. Property maps are reviewable in advance online at the Anderson County Register of Deeds and Assessor of Property websites, and paper copies are available at the Office of the County Law Director located at 101 S. Main Street, Suite 310, Clinton.

SECTION 10. County employees and family members are expressly allowed to participate provided they are selected by the NWTF.

SECTION 11. Any previous Resolution in conflict with this Resolution is expressly repealed as limited to existing conflicted provisions contained therein.

SECTION 12. This Resolution shall take effect immediately, the public welfare requiring same.

RESOLVED, DULY ADOPTED AND EFFECTIVE this 15th day of April 2024.

Terry Frank, Anderson County Mayor

H. Tyler Mayes, Chair, AC Commission

ATTEST:

Jeff Cole, Anderson County Clerk

MEMORANDUM OF UNDERSTANDING

EMERGENCY EVACUATION LOCATION AGREEMENT

THIS AGREEMENT in the form of a Memorandum of Understanding (“M.O.U.”) is made and entered into this the _____ day of March, 2024, by and between the “Parties” of Anderson County Animal Shelter (“ACAS”) and the Little Lake Pet Lodge (“LLPL”).

WHEREAS, it is the intention of the undersigned Parties to establish an agreement by which LLPL agrees to allow ACAS to use their facilities in the event of an emergency as a part of ACAS’s Emergency Action Plan (“Plan”).

NOW, THEREFORE, in consideration of the mutual covenants, promises of support, reimbursements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties to this M.O.U. as follows:

SECTION 1: Facility Location

LLPL agrees to allow ACAS to use the facility located at 1666 Oliver Springs Highway, Clinton, Tennessee 37716 as the primary location for the Plan.

SECTION 2: The Plan

In the event of an emergency, ACAS will have access to LLPL’s facility as the primary location to house all animals currently in the care of ACAS until the animals are able to return to the Shelter. LLPL will provide kennels only for the animals. ACAS will be responsible for all care of the animals, including but not limited to; medical care, food, personnel and any extra equipment necessary for care of the animals.

SECTION 3: Term of Agreement

This agreement shall be for a one (1) year term from the date this M.O.U is entered into by the Parties. This agreement shall be renewable for additional one (1) year terms only in writing and by agreement of the Parties. If either Party wishes to extend the term beyond a one (1) year limit, both Parties agree and understand that a new M.O.U will need to be submitted to the Anderson County Board of Commissioners for approval.

SECTION 4: Default.

In the event of default by LLPL or ACAS under this M.O.U. either Party may bring suit against the defaulting Party to enforce the terms of this M.O.U. provided that any alleged default is not cured by the defaulting Party after thirty (30) days written notice sent by the non-defaulting Party. The prevailing Party shall be entitled only to actual damages lost and any remedies available at law and/or equity including reasonable attorney’s fees and costs associated with the default.

SECTION 5: No Oral Modification.

No modification, amendment, supplement to or waiver of this M.O.U. or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

SECTION 6: Waiver.

A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

SECTION 7: Entire Agreement.

This M.O.U. sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

SECTION 8: Severability.

In the event any one or more of the provisions of this M.O.U. is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

SECTION 9: Cancellation.

This M.O.U. is subject to cancellation by either party with sixty (60) days written notice to the other Party.

SECTION 10: Exhibits

Any Exhibits attached hereto or incorporated herein are made a part of this M.O.U. for all purposes. The expression "this M.O.U." means the body of this M.O.U. and the Exhibits.

SECTION 11: Multiple Counterparts; Effectiveness.

This M.O.U. may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one M.O.U. This M.O.U. shall become effective when executed and delivered by all the Parties.

SECTION 12: Jurisdiction.

Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this M.O.U. shall lie exclusively in such courts.

SECTION 13: Binding Effect.

This M.O.U. shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

SECTION 14: Choice of Law.

This M.O.U. shall be governed and construed in accordance with the laws of the State of Tennessee.

SECTION 15: Notice.

Any notice required or provided pursuant to this M.O.U. shall be in writing and sent or delivered to the Parties by return receipt U.S. Mail.

SECTION 16: Titles and Subtitles.

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this M.O.U.

SECTION 17: Assignment.

This M.O.U. shall be assignable only upon the written consent of the non-assigning Party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this M.O.U. shall be binding upon the Parties and their successors, assigns, heirs, executors and/or administrators.

SECTION 18: Further Documentation.

The Parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this M.O.U.

SECTION 19: Release and Hold Harmless.

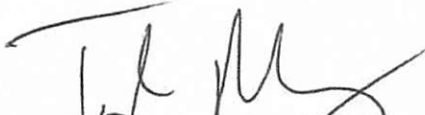
The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this M.O.U. Furthermore, the Parties agree to indemnify each other losses, damages or judgments rendered caused by the negligent or intentional acts of the other Party. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U on the ____ day of March, 2024.

ACCEPTANCE BY ANDERSON COUNTY ANIMAL SHELTER:


Damon McKenna, Director


Terry Frank, County Mayor

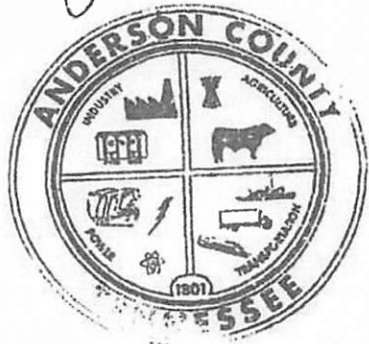

Tyler Mayes, Chair, County Comm.

ATTEST:

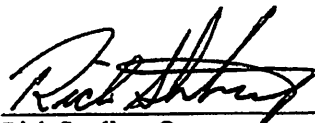
Jeff Cole, County Clerk

APPROVED AS TO FORM:

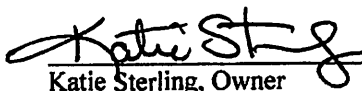
N. Jay Yeager, Anderson County
Law Director



ACCEPTANCE BY LITTLE LAKE PET LODGE:



Rick Sterling, Owner



Katie Sterling, Owner

Date: 3/18/24

Jay Yeager

From: Jay Yeager
Sent: Tuesday, March 26, 2024 2:54 PM
To: Brice Kidwell
Cc: Terry Frank
Subject: Re: EMA Resolution and Inter-local agreement for radio usage.

Excellent work, Brice. Thank you very much!
Jay

From: Brice Kidwell <bkidwell@andersoncountyttn.gov>
Sent: Tuesday, March 26, 2024 2:20:13 PM
To: Jay Yeager <jyeager@aclawdirector.com>
Cc: Terry Frank <tfrank@andersoncountyttn.gov>
Subject: EMA Resolution and Inter-local agreement for radio usage.

Jay,

The Mayor and I met this morning to discuss the Resolution updating the Establishment of EMA to reflect the current TCA code. The current resolution with the TCA code is good to go with no changes and can be added to the April Operations committee meeting.

As well, I have attached pdf documents with necessary changes to Equipment Usage Agreement and Terms and Conditions. Below is an overview of the changes in case the pdf's are unreadable. If you have any questions about the changes please feel free to reach back out.

In regards to the Constables, we discussed that the agreement should be between the Sheriff's Office and the Constables as we are not Law Enforcement related. We will still provide the equipment that was purchased by county commission using the ARPA funds, but will be maintained by the Sheriff's Office. I will be sending the Terms and Conditions form as well as the original MOU for their review for necessary changes.

Equipment Usage Agreement

- Instead of one agreement between the county and all departments we would like to change to individual agreements between the county and the individual departments. The MOU will be required to be signed yearly and turned in along with NIMS roster to EMA as well as Department Financial Report to Director of Finance to receive contributions from the Anderson County. (Unsure if that needs to go before non-profit committee or not)
- Section 1: Term of Agreement
 - With this being an annual agreement we would like to change the date for the 24/25 agreement to reflect the expiration date as June 30, 2025.
- Section 3: Maintenance, Service, and Repairs
 - Strike "in exchange for the equal reimbursement for required parts, expenses, and labor".

- Strike all of Section 4: Reimbursements
- Strike all of Section 5: Payment Invoices

*Note: Repairs to radios will come from EMA budget.

Terms and Conditions

- Add line 10
 - 10. Failure to adhere to above terms and conditions may result in suspension or revocation of equipment.

Thank you for you assistance on this. I greatly appreciate it.



BRICE KIDWELL
DIRECTOR
ANDERSON COUNTY EMA

O: [\(865\)-264-6396](tel:(865)264-6396) | C: [\(865\)-396-6352](tel:(865)396-6352)
bkidwell@andersoncountyttn.gov | andersoncountyttn.gov

MEMORANDUM OF UNDERSTANDING

EMERGENCY EVACUATION LOCATION AGREEMENT

THIS AGREEMENT in the form of a Memorandum of Understanding (“M.O.U.”) is made and entered into this the _____ day of March, 2024, by and between the “Parties” of Anderson County Animal Shelter (“ACAS”) and the Anderson County Fair Association (“ACFA”).

WHEREAS, it is the intention of the undersigned Parties to establish an agreement by which ACFA agrees to allow ACAS to use their facilities in the event of an emergency as a part of ACAS’s Emergency Action Plan (“Plan”).

NOW, THEREFORE, in consideration of the mutual covenants, promises of support, reimbursements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties to this M.O.U. as follows:

SECTION 1: Facility Location and Availability

ACFA agrees to allow ACAS to use the barn facility located at 218 Nave Street, Clinton, Tennessee 37716 as the secondary location for the Plan. The barn will only be available to ACAS if it is not currently being used by ACFA at the time of the emergency.

SECTION 2: The Plan

In the event of an emergency, ACAS will have access to the barn located at ACFA’s location as the secondary location to house all animals currently in the care of ACAS until the animals are able to return to the Shelter. ACFA will be responsible for providing the facility only. ACAS will be responsible for all necessary equipment needed for care of the animals, such as kennels, medical equipment, food, and personnel.

SECTION 3: Liability

ACFA will not be held liable for any injuries that may occur at the barn while it is occupied by ACAS staff and citizens. ACAS will be liable for any damages to the barn that may occur while occupying the facility.

SECTION 3: Term of Agreement

This agreement shall be for a one (1) year term from the date this M.O.U is entered into by the Parties. This agreement shall be renewable for additional one (1) year terms only in writing and by agreement of the Parties. If either Party wishes to extend the term beyond a one (1) year limit, both Parties agree and understand that a new M.O.U will need to be submitted to the Anderson County Board of Commissioners for approval.

SECTION 4: Default.

In the event of default by ACFA or ACAS under this M.O.U. either Party may bring suit against the defaulting Party to enforce the terms of this M.O.U. provided that any alleged default is not cured by the defaulting Party after thirty (30) days written notice sent by the non-defaulting Party. The prevailing Party shall be entitled only to actual damages lost

and any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

SECTION 5: No Oral Modification.

No modification, amendment, supplement to or waiver of this M.O.U. or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

SECTION 6: Waiver.

A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

SECTION 7: Entire Agreement.

This M.O.U. sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

SECTION 8: Severability.

In the event any one or more of the provisions of this M.O.U. is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

SECTION 9: Cancellation.

This M.O.U. is subject to cancellation by either party with sixty (60) days written notice to the other Party.

SECTION 10: Exhibits

Any Exhibits attached hereto or incorporated herein are made a part of this M.O.U. for all purposes. The expression "this M.O.U." means the body of this M.O.U. and the Exhibits.

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SECTION 12: Jurisdiction.

Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this M.O.U. shall lie exclusively in such courts.

SECTION 13: Binding Effect.

This M.O.U. shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

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SECTION 18: Further Documentation.


The Parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this M.O.U.

SECTION 19: Release and Hold Harmless.

The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this M.O.U. Furthermore, the Parties agree to indemnify each other losses, damages or judgments rendered caused by the negligent or intentional acts of the other Party. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

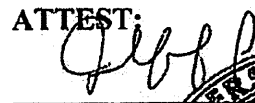
IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U on the ____ day of March, 2024.

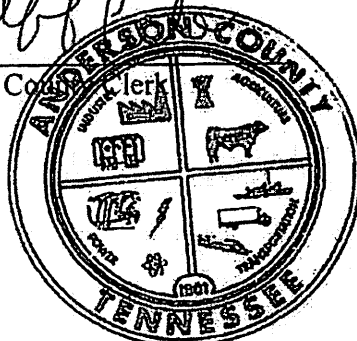
ACCEPTANCE BY ANDERSON COUNTY ANIMAL SHELTER:


Damon McKenna, Director


Terry Frank, County Mayor


Tyler Mayo, Chair, County Comm.

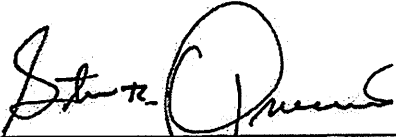
ATTEST:

Jeff Cole, County Clerk



APPROVED AS TO FORM:

N. Jay Yeager, Anderson County
Law Director

ACCEPTANCE BY ANDERSON COUNTY FAIR ASSOCIATION:



Steve Queener, President

Date: 2-28-24