

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-050**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the Memorandum of Agreement between Hardin County Fiscal Court and Larue County Fiscal Court to provide animal sheltering services to Larue County.

BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to execute the attached agreement.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 9 April 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk

MEMORANDUM OF AGREEMENT FOR ANIMAL SHELTERING

This Memorandum of Agreement is made and entered into on the dates as indicated herein by and between Hardin County Fiscal Court, Commonwealth of Kentucky (herein referred to as Hardin County) and Larue County Fiscal Court, Commonwealth of Kentucky (herein referred to as Larue County).

Pursuant KRS 258.195(1) each county in the Commonwealth is required to establish and maintain an animal shelter or contract for animal sheltering services. Larue County does not maintain an animal shelter. Hardin County operates an animal shelter as part of its animal care and control program which meets the requirements of KRS 258.119.

NOW, THEREFORE, the parties hereto agree to enter into an agreement as follows:

(a) Hardin County agrees to accept up to 20 animals during a calendar month from Larue County for sheltering services.

(b) Hardin County will accept only canine and feline animals under this agreement.

(c) Larue County shall pay an annual fee to Hardin County of \$21,000 per year for this service, which shall be billed to Larue County on a quarterly basis for $\frac{1}{4}$ of this amount.

(d) If Hardin County accepts more than 20 animals from Larue County during a calendar month, Larue County will pay \$15.00 per animal in excess of 20.

(e) The animal control facility shall continue to be solely operated by Hardin County Fiscal Court and once an animal is physically relinquished to Hardin County Animal Control, all decisions made in regard to the custody and care of the animal shall be made by Hardin County Animal Control.

(f) All animals shall be brought to Hardin County Animal Control by a representative of Larue County government and shall be brought during regular business hours or at a time outside of regular business hours as agreed on a case-by-case basis. The Larue County government representative shall be responsible for transportation, unloading, and delivery of each animal into the Hardin County Animal Control facility.

(g) Larue County agrees to provide complete records on all animals brought to Hardin County Animal Control. All records will be recorded on animal intake forms provided by Hardin County Animal Control.

(h) Larue County will continue to maintain all other animal control services for Larue County except for sheltering services as agreed herein.

(i) Once an animal is relinquished to Hardin County, all policies and procedures of Hardin County Animal Control shall govern the treatment of the animal, including but not limited to, the time the animal is held at the shelter, adoption, return to owner, and euthanasia.

(j) It is the responsibility of Larue County to make available to its residents the most current adoption, release, return, vaccination and spay and neuter policies of Hardin County Animal Control as such will apply to all animals housed at the Hardin County facility.

(k) Larue County and Hardin County shall continue to each employ their own animal control officer for their respective county and pay the salary, benefits and insurance for their employees.

(l) Hardin County will at all times maintain its facility in conformity with the requirements of the Kentucky Revised Statutes and any applicable state and/ federal regulations.

(m) Hardin County has no duty to collect KRS 258.215 fees from the owner of an impounded animal originating from Larue County. Larue County may choose to collect fees from Larue County owners of impounded animals. The contract amount stated herein is due regardless of the collection of any fees.

(n) Hardin County shall receive any and all dog licensing fees for licenses issued at the Hardin County Animal Shelter regardless of the county from which the animal originated.

Any and all fees and monies collected by Hardin County, including but not limited to, that for adoption, boarding or donations shall go toward the general operation expenses of the Hardin County Animal Shelter.

(o) Liability for any damages to person or property by any animal under this agreement shall be the responsibility of the party who has possession of the animal when the event occurs. Each party agrees to hold the other harmless for any liability for any loss caused by the responsible party and/or its employees in the performance of his/her duties.


(p) This contract begins on the 10 day of April, 2013 and shall remain in full force and effect for one (1) year. The parties may choose to continue this agreement beyond the initial one (1) year period but shall, in any case, either ratify in writing this agreement or enter into a new agreement for the purposes herein at least every three (3) years.

(q) Either party may terminate this agreement upon thirty (30) days written notice delivered to the other party at the address contained herein.

(r) This written document contains the full agreement between the parties and shall only be modified in writing executed by both parties.


IN WITNESS WHEREOF the parties have executed this agreement upon proper authority in duplicate originals on the date as below indicated:

**HARDIN COUNTY
KENTUCKY**


By: Harry L. Berry
Hardin Co. Judge-Executive
H.B Fife Courthouse
100 Public Square
Elizabethtown, KY 42701

Date: April 9, 2013

**LARUE COUNTY
KENTUCKY**


By: Tommy L. Turner
Larue Co. Judge-Executive
209 W. High Street
Hodgenville, KY 42748

Date: April 10, 2013