

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2014-071**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve Veterinarian Contracts with Anthony L. Yates, D.V.M. and Lewis C. Gore, D.V.M. to provide veterinary medical and surgical services for animals confined in the Hardin County Animal Shelter.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 13 May 2014.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk

**CONTRACT FOR VETERINARIAN SERVICES
AT THE HARDIN COUNTY ANIMAL SHELTER**

This contract entered into by and between the HARDIN COUNTY FISCAL COURT, #100 Public Square, Elizabethtown, Kentucky 42701, herein referred to as the "County" and Lewis C. Gore, D.V.M., 101 N. Falling Water Lane, Elizabethtown, Kentucky 42701, hereinafter referred to as "Veterinarian".

WITNESS, that for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. Veterinarian shall provide veterinary medical and surgical services for animals confined in the Hardin County Animal Control Shelter, including the following:
 - a) Work with the Hardin County Fiscal Court, the Shelter Director and management to design and implement an in-house spay/neuter program.
 - b) Perform spay and neuter surgeries, including pediatric spay/neuter, for the Hardin County Animal Control Shelter.
2. The County shall pay to Veterinarian the sum of \$25.00 per animal that is spayed or neutered and \$25.00 per animal for any follow up treatment post spay or neuter at the request of the Hardin County Dog Warden. The County shall pay to Veterinarian the sum of \$2.00 per animal that is vaccinated at the request of the Hardin County Dog Warden. The County shall provide all the necessary equipment and supplies for the Veterinarian to perform all spays, neuters and vaccinations at the request of the Hardin County Dog Warden.
3. The Veterinarian shall be a duly licensed veterinary doctor, authorized to practice veterinary medicine in the state of Kentucky. In addition, the Veterinarian shall maintain a policy of liability insurance in an amount of not less than \$100,000.00 per occurrence.
4. Veterinarian shall hold the County harmless from all claims, demands, suits, inquiries or

causes of action arising from or relating to the services performed under this contract or the treatment provided to animals of the Hardin County Animal Control Shelter.

5. This contract shall be for an original term of one year effective May 1, 2014, regardless of the date signed by the parties, and shall terminate on April 30, 2017, unless either party gives thirty (30) days written notice to the other party of their intentions to terminate this contract.

6. It is expressly understood and agreed by the parties hereto that Veterinarian is an independent contractor and not an employee or agent of the County.

7. This contract is exclusively for the benefit of the parties hereto and shall not give rise to any right, claim or cause of action to any third party. This contract shall not be assigned by either party without the written consent of the other party.

Witness our signatures on this the 13th day of May, 2014.

HARDIN COUNTY FISCAL COURT

By: 
Harry L. Berry
Hardin County Judge/Executive
Pursuant to resolution of the
Hardin County Fiscal Court on the
13th day of May, 2014.

By: 
Lewis C. Gore, D.V.M.

Attested:


Kenneth L. Tabb
Hardin County Court Clerk

Prepared by:


Jennifer B. Oldham
Hardin County Attorney
F:07-006.VetContractHCFC.2014GoreContract

CONTRACT FOR VETERINARIAN SERVICES AT THE HARDIN COUNTY ANIMAL SHELTER

This contract entered into by and between the HARDIN COUNTY FISCAL COURT, H. B. Fife Courthouse, #100 Public Square, Elizabethtown, Kentucky 42701, herein referred to as the "County" and Anthony L. Yates, D.V.M., 262 Heritage Trail, Rineyville, Kentucky 40162, hereinafter referred to as "Veterinarian".

WITNESS, that for and in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

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3. The Veterinarian shall be a duly licensed veterinary doctor, authorized to practice veterinary medicine in the state of Kentucky. In addition, the Veterinarian shall maintain a policy of liability insurance in an amount of not less than \$100,000.00 per occurrence.
4. Veterinarian shall hold the County harmless from all claims, demands, suits, inquiries or

causes of action arising from or relating to the services performed under this contract or the treatment provided to animals of the Hardin County Animal Control Shelter.

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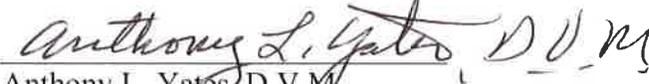
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By: 
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Attested:


Kenneth L. Tabb
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Prepared by:


Jennifer B. Oldham
Hardin County Attorney

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