

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-195**

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

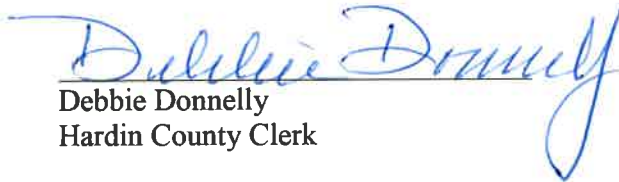
BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to execute all documents concerning the memorandum of agreement.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 27 September 2022.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Debbie Donnelly
Hardin County Clerk

MEMORANDUM OF AGREEMENT FOR ANIMAL SHELTERING & HEALTH CARE

This Agreement is entered this 22nd day of September, 2022, by and between Hardin County, Kentucky (County) which is charged with providing for animal control pursuant to KRS 67.083 and Hart County Fiscal Court (Hart County), a county government which provides animal control pursuant to KRS 67.083(3)(a) and supports animal health and welfare in Hart County by and through its Hart County Animal Control (HCAC). The purpose of this Agreement is to provide supplemental sheltering and veterinary services at Hardin County Animal Care and Control (HCACC) for those animals serviced through HCAC.

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 Hart County for sheltering services. All animals will be spayed or neutered upon entering the facility and provided health treatment as solely determined by the shelter veterinarian and billed to Hart County pursuant to HCACC's standard fees and/or the fee scheduled contained herein.
- (b) Hardin County reserves the right to reject any animal due to health of the animal, adoptability, availability of space at the animal control facility or for any other health reason deemed threatening to the health of other shelter animals. Notwithstanding any provision of this agreement, pit bulls, animals with a bite history or animals considered vicious shall not be accepted by Hardin County.
- (c) Hardin County shall not accept any animal ordered held by a court of law or any animal under minimum hold per Kentucky Revised Statutes.
- (d) Hart County shall pay a daily fee to Hardin County of \$10.00 per day per animal for this service, which shall be billed to Hart County on a quarterly basis.
- (e) If Hardin County accepts more than 20 animals from Hart County during a calendar month, Hart County will pay \$15.00 per animal in excess of 20.
- (f) 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.

- (g) All animals shall be brought to Hardin County Animal Control by a representative of Hart 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 Hart County government representative shall be responsible for transportation, unloading, and delivery of each animal into the animal control facility.
- (h) Hart County agrees to provide complete records on all animals brought to Hardin County Animal Control. All records will be recorded on intake forms provided by Hardin County Animal Control.
- (i) Hart County will continue to maintain all other animal control services for Hart County except for services as agreed herein.
- (j) 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 and return to owner.
- (k) Hardin County shall not be responsible for the euthanasia of animals for any reason. Any animals requiring euthanasia shall be returned to Hart County for this service.
- (l) It is the responsibility of Hart 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.
- (m) Hart 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.
- (n) 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.
- (o) Hardin County has no duty to collect KRS 258.215 fees from the owner of an impounded animal originating from Hart County. Hart County may choose to collect fees from Hart County owners of impounded animals. The contract amount stated herein is due regardless of the collection of any fees.
- (p) Hardin County shall receive any and all 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.

- (q) 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.
- (r) Hardin County will provide veterinarian services to animals served through HCAC. All service requests will flow from HCAC's director to the HCACC director.
- (s) Services will be provided at 220 Peterson Drive, Elizabethtown, Kentucky unless otherwise agreed upon. Services rendered to HCAC are secondary to HCACC's normal operations unless an animal is considered in imminent danger by HCAC's director and HCACC's director.
- (t) Hardin County will provide spay/neuter and basic vaccine services for HCAC at the following agreed upon rate:

<u>HCACC Dog Surgery</u>	<u>Charge</u>
Spay Dog	
50-100 lbs.	\$100
Under 50 lbs.	\$70
Neuter Dog	
50 – 100 lbs.	\$70
Under 50 lbs.	\$60
Other Canine Services	
DAPPv	\$10
Rabies Vaccination	\$10
Bordatella	\$12
Heartworm Testing	\$12
Microchip	\$25
E-Collar	\$10
Cat Spay	\$60
Cat Neuter	\$35
Other Feline Services	
FelV/FIV Test	\$25
Heartworm Treatment	\$300-\$550 (weight dependent)


Return to field cat package

Surgery/ear tip, 1 year rabies \$40

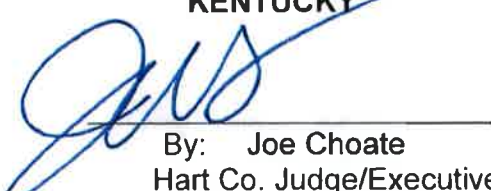
- (u) Fees for services not listed above – if warranted as determined by the HCACC director – will be determined on a case-by-case basis and are subject to a final determination by the HCACC director.
- (v) This contract begins on the 1st day of October 2022, and shall remain in full force and effect for nine (9) months. The parties may choose to continue this agreement beyond the initial nine (9) month period on an annual fiscal year basis, 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. All subsequent renewals shall be increased or decreased in cost in accordance with changes in the Consumer Price Index, all urban consumers, all items, unadjusted as published by the U.S. Department of Labor, Bureau of Labor statistics, hereinafter referred to as "CPI."
- (w) Either party may terminate this agreement upon thirty (30) days written notice delivered to the other party at the address contained herein.
- (x) 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
Hardin County Government
150 N. Provident Way
Elizabethtown, KY 42701

**HART COUNTY
KENTUCKY**


By: Joe Choate
Hart Co. Judge/Executive
P.O. Box 490
Munfordville, KY 42765

Date: September 27, 2022

Date: 9/22/2022