

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
RESOLUTION 20-44**

**A RESOLUTION AUTHORIZING SIGNATURE OF A MEMORANDUM OF  
AGREEMENT FOR ANIMAL CONTROL AND CARE SERVICES BETWEEN  
MADISON COUNTY FISCAL COURT AND THE CITY OF BERA**

**WHEREAS**, the City of Berea "City" desires to contract with the Madison County Fiscal Court "County" to provide its animal control services; and

**WHEREAS**, the Madison County Animal Shelter can provide animal control and services; and

**WHEREAS**, the County is agreeable to providing said services for payment in the amount of \$30,0000; and

**WHEREAS**, payment for said services is outlined in the Memorandum of Agreement for animal control and services.

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY  
APPROVE TO ENTER INTO THE AGREEMENT AND AUTHORIZES THE JUDGE  
EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO  
EFFECT UPON THE SIGNATURE OF ALL PARTIES.**

**Motion made by** Tom Botkin, **seconded by** Roger Barger.

| Vote:                   | Yes      | No |
|-------------------------|----------|----|
| Judge Reagan Taylor     | <u>X</u> |    |
| Magistrate Larry Combs  | <u>X</u> |    |
| Magistrate John Tudor   | <u>X</u> |    |
| Magistrate Roger Barger | <u>X</u> |    |
| Magistrate Tom Botkin   | <u>X</u> |    |

R30  
Reagan Taylor  
Madison County Judge Executive

**Attest:**  
Kenny Barger  
Kenny Barger  
Madison County Clerk

**MEMORANDUM OF AGREEMENT BETWEEN  
THE MADISON COUNTY FISCAL COURT  
AND  
THE CITY OF BEREA**

This agreement ("Agreement") between the Madison County Fiscal Court "County" and the City of Berea "City" to secure for each the benefits of animal control and care services.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The County shall provide to the City the animal control and care services to include transport of stray, impound of stray animals, adoption, licensing, euthanasia, and the performances of animal related provisions of KRS related to animal control.
2. The County is responsible for the operation of the animal shelter and impound facilities for all dogs, cats, and ferrets. The service will be for animals brought to the shelter by their owners or caretakers for disposal as well as for animal protection and control actions authorized or required by KRS and County ordinances related to animal control and regulation, including enforcement.
3. The County is responsible for stray livestock under KRS.
4. The Department for Animal Care's standard operating hours shall be outlined in the Standard Operating Procedures.
5. Animal Control Officers shall be available to respond after Animal Shelter business hours to calls outlined in the Standard Operations Procedures.
6. The County is responsible for setting fees associated with impounding/redemption and sheltering of animals.
7. The County is responsible for setting standards outlined in a Standard Operations Procedures and shall provide a copy at the beginning of each calendar year to the City.
8. Upon request by the City, the County shall provide updates on the status, condition, and statistics of the Department for Animal Care.
9. All staff, facilities, vehicles, and tools necessary for the County to carry out its obligations herein shall be, and shall remain, property of the County, and shall be purchased, handled, and disposed of in conformity with the County's Administrative Code.

10. This Agreement shall be administered by the Madison County Fiscal Court through its designated representative, and pursuant to the standard operating procedures of the Department of Animal Care.
11. The City shall provide law enforcement aid when necessary for the provision of services requested by the County.
12. This Agreement shall be effective upon execution by each party and shall remain in full force and effect until terminated as set out hereafter. Payments shall be paid no later than August 1 of the 2020-2021 fiscal year, and on each August 1<sup>st</sup> during the term hereof. Both the City and the County acknowledge that their respective fiscal years run from July 1<sup>st</sup> through June 30<sup>th</sup>.
13. The City shall make payment to County for services based on total amount of \$30,000.00, in each succeeding fiscal year during which this agreement is effective.
14. This Agreement may be cancelled by either party upon 30 days' notice of cancellation, in writing. Cancellation shall be effective at the expiration of 30 days following the date notice of cancellation is provided (hereinafter "Cancellation Date"). Notice of cancellation shall be accompanied by documentation from the cancelling entity establishing that it has appropriate authority to act. In the event of cancellation prior to the end of County's fiscal year, City will be refunded a prorated amount for unused services from the Cancellation Date through the end of the fiscal year.
15. The County and the City shall each defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits, including attorney's fees, arising out of or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, contractors, volunteers or representatives. The indemnity provided herein shall include a waiver of the indemnifying party's immunity to the extent necessary to fully indemnify the other party or parties. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
16. This Agreement shall be construed and interpreted in accordance with the laws of the State of Kentucky. In the event of a dispute, such dispute shall be litigated in the Circuit Court of Madison County, Kentucky.
17. If any term of condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

18. This Agreement and any attachments/schedules constitute the entire agreement between the parties and supersedes any prior agreements or understandings as to the subject matter herein.

19. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

**MADISON COUNTY, KY**

**CITY OF BEREA, KY**

\_\_\_\_\_  
Reagan Taylor  
Madison County Judge Executive

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Bruce Fraley  
Mayor, City of Berea

**Attest:**

**Attest:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form

Approved as to Form

\_\_\_\_\_  
Madison County Attorney

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Berea Corporation Counsel