

INTERLOCAL AGREEMENT

WHEREAS, KRS 65.210 et. seq. provides that local governments may enter into agreements one with the other;

WHEREAS, KRS 258.195(2) provides that cities may enter into agreements with counties for enforcement of animal control laws;

WHEREAS, the City of Benton and the City of Calvert City do wish to enter into an agreement with the Marshall County Fiscal Court pursuant to the above-mentioned provisions;

NOW THEREFORE, be it understood by and between the parties as follows:

1. Marshall County Animal Control is hereby granted the jurisdictional authority to enforce animal control laws as stated in KRS 258.195(3) in the City of Benton and the City of Calvert City, including any animal control ordinances that the respective cities may have enacted or enact in the future.
2. Compensation to the Marshall County Fiscal Court from each respective city for the added duties and responsibilities of Marshall County Animal Control shall be as follows:
 - a. At or near the end of each fiscal year (June 30), the Marshall County Fiscal Court shall determine the actual costs of operating Marshall County Animal Control for the previous 12-month period. Actual costs includes everything related to the operation of Marshall County Animal Control, including, but not limited to, the operating costs of the shelter, equipment and supplies, and wages and benefits of the employees.
 - b. At or near the end of each fiscal year (June 30), the Marshall County Fiscal Court shall determine, using numbers obtained from Marshall County 911, the number of calls that required Marshall County Animal Control to respond in each respective city, along with the total number of calls in the entire county that required Marshall County Animal Control to respond.
 - c. The compensation due from each respective city shall then be determined by using the proportional number of calls related to the overall number of calls. For example, if in a fiscal year there were 300 total animal control calls and 30 of those animal control calls were in the City of Benton, the City of Benton would be invoiced for 10% of the actual costs of operating Marshall County Animal Control for that fiscal year.
 - d. Upon issuance of the invoice to each respective city, the respective city shall have 30 days to reimburse the Marshall County Fiscal Court.
 - e. For the first partial year after the acceptance of this agreement by all parties, the actual costs of operating Marshall County Animal Control shall be adjusted accordingly pro rata.
3. This agreement shall be in effect upon acceptance by all parties and shall automatically renew on July 1 of each year for a total period of five years. Any party may terminate this agreement by giving at least 30-days' advanced written notice to the other parties of the intent to terminate,

with pro rata compensation to be determined and invoiced pursuant to Section 2 of this agreement. The pro rata compensation shall be invoiced upon termination and shall be paid within 30 days following termination.

4. No new entity is created by this agreement.
5. The Marshall County Fiscal Court shall be responsible for the budget of Marshall County Animal Control and shall also be responsible for determining the amount of compensation due from each respective city under Section 2 of this agreement.
6. The employees of Marshall County Animal Control shall at all times be considered employees of the Marshall County Fiscal Court.
7. Although compensation paid to the Marshall County Fiscal Court from each respective city is based on actual costs of operating Marshall County Animal Control, the Marshall County Fiscal Court shall send a copy of the proposed budget for Marshall County Animal Control to each respective city on or before June 30 of each year.
8. During this agreement, each respective city is entitled to reasonably request, from time-to-time, information regarding the ongoing actual costs of operating Marshall County Animal Control.
9. Capital asset acquisitions by Marshall County Animal Control exceeding \$_____ shall not be considered "actual costs of operating Marshall County Animal Control" for purposes of the compensation formula in Section 2 of this agreement.
10. All real and personal property of the Marshall County Fiscal Court related to Marshall County Animal Control, including any future acquisitions, shall at all times remain the exclusive real and personal property of the Marshall County Fiscal Court.
11. This agreement shall not be assigned, in whole or in part, by any party without express written consent of the other parties.

Dated this the _____ day of _____, 2019.

KEVIN NEAL, JUDGE-EXECUTIVE
Marshall County Fiscal Court

RITA DOTSON, MAYOR
City of Benton

LYNN JONES, MAYOR
City of Calvert City

First Reading:_____

Second Reading:_____

This Interlocal Agreement between the Marshall County Fiscal Court and the City of Benton and the City of Calvert City is in the proper form, is compatible with the laws of the Commonwealth of Kentucky, and meets the conditions set forth in KRS 65.210 through 65.300. Therefore this Agreement is approved pursuant to KRS 65.260(2).

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF LOCAL GOVERNMENT

BY:_____

NAME:_____

TITLE:_____

DATE:_____