

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2012-184**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the agreement with the Commonwealth of Kentucky Administrative Office of the Courts for Hardin County Drug Court, MOA 2012-AL01-001.

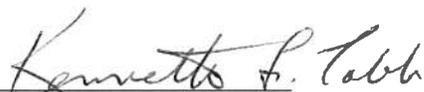
BE IT FURTHER RESOLVED, to authorize Judge/Executive Harry L. Berry to execute the agreement, as well as any other necessary documentation relating to the grant.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 21 December 2012.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk

**HARDIN COUNTY FISCAL COURT
MEMORANDUM OF AGREEMENT
WITH
COMMONWEALTH OF KENTUCKY
ADMINISTRATIVE OFFICE OF THE COURTS
HARDIN COUNTY DRUG COURT
MOA 2013-AL01-001**

This Memorandum of Agreement is effective July 1, 2012 until June 30, 2012, by and between Hardin County Fiscal Court, P.O. Box 568, Elizabethtown, Kentucky 42702-0568, hereinafter known as "Fiscal Court" and the Administrative Office of the Courts, 100 Millcreek Park, Frankfort, Kentucky 40601 hereafter known as "AOC". This agreement is signed after the effective date of July 1, 2012 due to a clerical error but memorializes the intention of both parties to continue the previous agreement in place for Fiscal Year 2011/2012. Both parties agree that the failure to sign this agreement prior to the effective date for Fiscal Year 2012/2013 does not in any way affect the ability of Hardin Drug Court to receive reimbursement from Hardin County Fiscal Court for expenditures from the period July 1, 2012 through today, the 21st day of December, 2012.

WITNESSETH:

WHEREAS, the Fiscal Court in the exercise of its lawful duties has monies available to enhance the Hardin County Drug Court;

WHEREAS, the Hardin County Drug Court is in need of additional resources to expand the program which serves the Hardin County community; and,

WHEREAS, AOC is actively involved in the administration and operation of Kentucky Drug Courts statewide, and has staff and resources necessary to continue this function;

WHEREAS, Hardin County receives a benefit by partnering to provide treatment for those addicted to drugs, including possible reduction in incarceration costs for inmates at the Hardin County Detention Center;

NOW, THEREFORE, the parties hereto mutually agree as follows:

SCOPE of SERVICES:

1. The AOC through its various agencies and departments accepts responsibility for administration and operation of the Hardin County Drug Court project, so as to allow for the consistent and complete management of the project.
2. AOC will continue to operate the Harding County Drug Court Program using its personnel and purchasing procedures and any applicable Drug Court policies and procedures.

3. The Hardin County Fiscal Court agrees to provide funds for drug testing supplies, personnel expenses, urine screening, collection services, and training costs for the Hardin County Drug Court not to exceed \$50,000.00 for Fiscal Year ending June 30, 2013.
4. The Fiscal Court's Financial Office will reimburse AOC upon receipt of supporting documentation and proof of payments rendered as to the AOC on a monthly basis.

CANCELLATION:

5. Either party may cancel this Agreement at any time for cause and may cancel without cause on a 30-day written notice. If either party cancels under this provision, the Fiscal Court is only responsible for payment of services completed before date of cancellation.

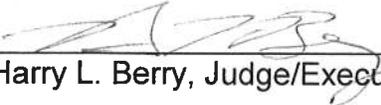
PAYMENT:

6. The total expenses reimbursed under this Agreement shall not exceed \$50,000.00.
7. Contract Period: July 1, 2012 – June 30, 2013.
8. AOC will provide supporting documentation and proof of payments under this agreement to the Fiscal Court for reimbursement on a monthly basis. The Drug Court Manager will monitor and approve all invoices before reimbursement is requested.
9. This agreement is signed after the effective date of July 1, 2012 due to a clerical error but memorializes the intention of both parties to continue the previous agreement in place for Fiscal Year 2011/2012. Both parties agree that the failure to sign this agreement prior to the effective date for Fiscal Year 2012/2013 does not in any way affect the ability of Hardin Drug Court to receive reimbursement from Hardin County Fiscal Court for expenditures from the period July 1, 2012 through today, the 21st day of December, 2012.

By signing this Agreement, consisting of 3 pages, including the signature page, all parties hereby agree to all of the conditions as stated above:

Hardin County Fiscal Court

Administrative Office of the Courts



Harry L. Berry, Judge/Executive

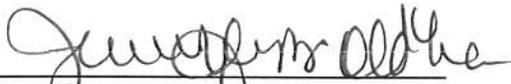
Laurie K. Dudgeon, Director

Date: 12/21/12

Date: _____

Approved as to form and legality:

Approved as to form and legality:



Jennifer B. Oldham
Hardin Co. Attorney

Staff Attorney
AOC Office of General Counsel

Date: 12/21/12

Date: _____