

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-027**

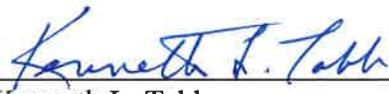
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the grant application for 2013 Spay/Neuter program with Kentucky Department of Agriculture and to authorize the Judge/Executive to sign all documents concerning the grant.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 26 February 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Kenneth L. Tabb
Hardin County Clerk

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF AGRICULTURE
AND
HARDIN COUNTY FISCAL COURT
GRANT AGREEMENT

This Agreement is made and entered into this 26th day of February, 2013, between the Kentucky Department of Agriculture, hereinafter “the Grantor”, and Hardin County Fiscal Court, hereinafter “the Grantee”; with the terms of said agreement set forth as follows:

Whereas, the Animal Control Advisory Board was established to create and support statewide programs related to animal control and care in Kentucky counties; and

Whereas, the Animal Control and Care Fund was created to provide funds for statewide animal control and care programs; and

Whereas, the Animal Control Advisory Board developed a Spay/Neuter Kentucky Program for distribution of grant funds to governmental agencies and non-profit organizations for dispersal of funds for spay/neuter services; and

Whereas, Grantee has submitted a grant application for funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures and will accept this grant for that purpose, said grant being subject to the terms and conditions set forth herein; and

Whereas, KRS 258.119 authorizes the Animal Control Advisory Board to expend such funds.

NOW, THEREFORE, the parties agree as follows:

1. The Grantor shall provide a grant to Grantee in the amount of One Thousand Eight Hundred Dollars (\$1,800) to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

2. The Grantee agrees to receive the funds described herein and to expend such funds to provide spay/neuter assistance to pet owners or caretakers who could not otherwise afford these procedures.

3. The Grantee shall provide to the Grantor a final expenditure report, on the prescribed form, with a full accounting of expenditures relating to this grant within (30) days from the last expenditure or the end of the term of this grant; whichever comes first. Any and all unused funds shall be returned to the Grantor within this same time period. Failure to timely submit the report on the prescribed report form shall be considered a breach of this Agreement and may result in a demand for reimbursement of all grant funds to Grantor. The report shall be mailed or delivered

to: Kentucky Department of Agriculture, 500 Mero Street, 7th Floor, Frankfort, Kentucky 40601, Attn: Michael Grant.

4. The Grantee shall allow the Grantor to inspect the premises at any time to monitor the condition of the facility for compliance with the requirements of KRS 258.119(3)(b).

5. Grantees receiving funds from the Department of Agriculture and the ACAB shall comply with the terms of the grant and KRS 258.119. Noncompliance may result in a demand by the Grantor for refund of the grant funds to the Department of Agriculture.

6. All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700. This Agreement shall expire December 31, 2013.

7. At the expiration of its initial term, this Agreement may be renewed upon request from January 1, 2014 through June 30, 2014 if it is in the best interests of the Commonwealth to do so, subject to prior approval from the Secretary of the Finance and Administration Cabinet and filing with the Government Contract Review Committee in accordance with KRS 45A.690-725, and contingent upon available funding by the General Assembly.

8. Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

9. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, if funds are not appropriated to the Grantor or are not otherwise available for the purpose of making payments, the Grantor shall be authorized, upon thirty (30) days written notice to the Grantee, to terminate this contract. Such termination shall be without any other obligation or liability on the part of the Grantor.

10. Either party may cancel this Agreement at any time for cause or may cancel without cause upon 30 days written notice.

11. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, the Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

12. The Grantor does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

13. The Grantee agrees not to discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services under this Agreement.

14. The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination. KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

AGREED:

Kentucky Department of Agriculture

Hardin County Fiscal Court

James R. Comer, Commissioner



Harry Berry
County Judge Executive
Post Office Box 568
Elizabethtown, KY 42702

ID Tax # 60-6000756
Tax Status (Check One)
 Individual
 Sole Proprietorship
 Partnership
 Estate/Trust
 Corporation
 Public Service Corporation
 Government/Non-Profit

Examined:

Nicole T. Liberto, Legal Counsel

Contractor **must** initial one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

15. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin County Circuit Court.

16. The First Party and the Second Party agree that this writing is a complete statement of the agreement and supersedes any prior terms, representations, or agreements whether made orally or in writing.

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