



David Voegele
Judge Executive
dvoegele@oldhamcountyky.gov

John Black
Deputy Judge Executive
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FISCAL COURT AGENDA ITEM REQUEST & COUNTY ATTORNEY REVIEW FORM

1/26/16
Today's Date

SPAY/NEUTER GRANT
Name of Document and/or Agenda Item

Barbara Rosenman 502-222-7387 Broseman@oldham
Submitted by (Name - Department - Committee) (phone / email) countyky.gov

Does this require Fiscal Court's approval? yes no

2/2/16
Fiscal Court Presentation Date

Who will be presenting Item to Fiscal Court? Barbara Rosenman, DIR
(Ex: Committee, Chairperson, Department, Staff, Name)

What action (motion) are you requesting of the court? JE Voegele's signature
& permission to accept small grant of 660.00
to spay/neuter shelter animals

***** REVIEWED AND APPROVED AS TO FORM & LEGALITY BY COUNTY ATTORNEY *****
[Signature] Date 1/28/2016
John Carter, Oldham County Attorney

James R. Comer, Commissioner
111 Corporate Drive
Frankfort, KY 40601



Kentucky Department of Agriculture

Office for Strategic Planning
and Administration
RECEIVED Capital Plaza Tower
500 Mero Street, 7th Floor
Frankfort, KY 40601
Phone: (502) 564-4696
Fax: (502) 564-2133
OLDHAM COUNTY
JUDGE-EXECUTIVE

JAN 04 2015

Dear Spay/Neuter Grant Recipient:

The Kentucky Department of Agriculture has proposed a grant award to your organization/ agency to assist with the expenses related to the Spay/Neuter program. This grant award will not be effective until all parties have agreed to the terms set forth in the enclosed agreement. If your organization/agency agrees to the terms and conditions of the enclosed grant:

- **Fill in the date on Page 1**
- **Initial the correct blank space on Page 5**
- **Sign the agreement on Page 6**
- **Fill in the tax information on Page 6**
- **Mail the signed document to me**

Once the agreement is signed and returned, Department of Agriculture legal staff and the Commissioner will sign the document. You will then receive a copy of the signed agreement in the mail.

Please note that according to the terms of the agreement, you are required to send me a written report with a full accounting of expenditures relating to this grant within **thirty** days after the last expenditure or no later than June 30, 2016. To remain eligible for a grant for the next application round, your organization/agency is required to complete and submit the required report forms which are available at the Kentucky Department of Agriculture website at www.kyagr.com.

Sincerely,

Michael J. Grant
Grant Proposal Manager
michael.grant@ky.gov

Enclosure



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

This Agreement is made and entered into this 2nd day of Feb., 2016 between the Kentucky Department of Agriculture, hereinafter “the Grantor”, and the Oldham 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, the 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 the Grantee in the amount of Six Hundred and Sixty Dollars (\$660) 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 the 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 June 30, 2016.

7. At the expiration of its initial term, this Agreement may be renewed from July 1, 2016 through June 30, 2017 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 Second Party agrees that, at any time this Agreement or any renewals of it shall be in effect, if funds are not appropriated to the First Party are not otherwise available for the purpose of making payments, the First Party shall be authorized, upon thirty (30) days written notice to the Second Party, to terminate this contract. Such termination shall be without any other obligation or liability on the part of the First Party.

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. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Grantee agrees as follows:

a. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Grantee further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Grantee agrees to provide, upon request, needed reasonable accommodations. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The Grantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The Grantee will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Grantee becomes involved in, or is threatened with, litigation with a subGrantee or vendor as a result of such direction by the agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

13. The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." 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.

14. 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.

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.

THE BALANCE OF THE PAGE IS INTENTIONALLY LEFT BLANK

AGREED:

Kentucky Department of Agriculture

Oldham County Fiscal Court

James R. Comer, Commissioner

David Voegle
County Judge Executive
100 West Jefferson Street, Suite 4
LaGrange, KY 40031

Examined:

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

Nicole T. Liberto, Legal Counsel