

AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and the **Fayette County Commonwealth Attorney's Office** located at 116 North Upper Street, Lexington, Kentucky 40507 (hereinafter referred to as "Administrator").

RECITALS

**WHEREAS**, the Government has applied for and received federal funds from the Commonwealth of Kentucky Justice Cabinet for a Street Sales Enforcement Grant to provide concentrated enforcement of laws governing the use, possession, or distribution of illegal drugs and for the prosecution of repeat offenders;

**WHEREAS**, the Administrator has agreed to provide services of one assistant prosecutor, to act as a "Fast Track Prosecutor" to ensure timely prosecution of all drug arrests made in connection with the grant project and to prosecute repeat offenders;

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, pursuant to the grant requirements, the parties hereto agree as follows:

ARTICLE I

General Terms

1. The term of the Agreement shall be for a period beginning July 1, 2012, and continuing until June 30, 2013, unless within that period Government gives Program Administrator thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to Administrator.

2. The total amount of grant funds available for distribution by the Government for the operation of the program described in detail herein is forty-three thousand, four hundred thirty-six and 00/100 dollars (\$43,436) in federal funds. The Government shall also provide to the Administrator an amount not to exceed fourteen thousand four hundred seventy-eight and 00/100 dollars (\$14,478) for the purpose of matching the federal grant.

3. Grant funds and matching funds shall be allocated as follows:

<u>Assistant Prosecutor (Fast Track Prosecutor) at 100% FTE for nine months</u>	
Salary and Fringe (Federal funds)	\$43,436
Salary and Fringe (UCG funds)	\$14,478
	<u>\$57,914</u>

ARTICLE II

Obligations of the Government

The Government assumes the following obligations:

1. To provide up to fifty-seven thousand nine hundred fourteen and 00/100 dollars (\$57,914.00) in federal grant funds and local matching funds to defray costs of one assistant prosecutor at 100% FTE, for a period of twelve months for the Fast Track Prosecution of drug offenses and the prosecution of repeat offenders.

2. To prepare and submit necessary financial reports to the Kentucky Justice Cabinet.
3. To review and approve requests for disbursements of grant funds.

### ARTICLE III

#### Obligations of the Administrator

The Administrator assumes the following obligations:

1. To provide personnel and to arrange for all necessary training.
2. Administrator shall submit monthly invoices for all project costs incurred for personnel requesting reimbursement of federal funds and Urban County Government funds as outlined in Article I, Paragraph 3 above. Invoices shall include documentation of personnel costs and timesheets for all employees for whom reimbursement is requested. Administrator shall maintain all records documenting said costs for a period of three (3) years after expiration of this agreement. Administrator shall make these records available to the Government or its designees for inspection upon request.
3. Administrator agrees that all program income, including income from Asset Seizures and Forfeitures, earned as a direct result of this federally funded project must be accounted for up to the same ratio of federal participation as funded in the grant project. These funds must be used for project activities related to the project but not included in the grant budget. The Administrator further understands that program income not expended during the term of this grant will reduce the amount of federal funds reimbursed during the last quarter of the term of this Agreement.
4. Administrator agrees to submit quarterly programmatic reports on prosecutions and convictions pursuant to this Agreement to the Lexington-Fayette Urban County Government Division of Police no later than ten days following the end of each quarter.
5. The Program Administrator agrees that no person shall be subjected to discrimination under, or denied employment in connection with, any activity receiving funds from the Office of Justice Programs on the basis of race, color, religion, sex, national origin, handicap, veteran status, sexual preference, or age. The Program Administrator also agrees that an employee will be designated who will have lead responsibility for ensuring subgrantee's compliance with civil rights regulations.
6. The Program Administrator assures that it will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968 (Public Law 90-351) 42 U.S.C. § 3701, et. seq.; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and further assures that in the event of a federal or state court or federal or state administrative agency making a finding of discrimination after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCCRC) of the Office of Justice Programs.
7. The Program Administrator agrees that an audit, meeting the requirements specified in Office of Justice Programs "Financial and Administrative Guide for Grants", M7100.1C; and OMB Circular A-133, will be conducted.
8. The Administrator assures that it will implement a policy to ensure that the program workplace is free from the illegal use, possession, or trafficking of controlled substances in accordance with the requirements of the Drug Free Workplace Act of 1988, 28 CFR Part 67 Subpart F.

## ARTICLE IV

### Additional Terms

1. Program Administrator shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall, at all times, observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify Government, its officers, agents, and employees against any claim or liability arising from and based on the violation of such laws, ordinances, or regulations.

2. Administrator agrees to defend, indemnify, and hold harmless government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by Administrator, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Administrator's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Administrator and Government, and damage to, or destruction of, any property, including the property of Government.

3. The Administrator must maintain current accurate records necessary to document compliance with the grant requirements.

4. The Program Administrator will give the Government and/or the Comptroller General the access to and the right to examine all records, books, papers, or documents related to the grant.

5. The requirements and conditions of the approved Grant No. 2012-JAG-LFUCG Stre 00919 are incorporated herein by reference as if set forth herein in its entirety.

6. Administrator certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

a) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

d) Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

7. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Program Administrator.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on this the day and year first set out above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: \_\_\_\_\_

Jim Gray, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council

FAYETTE COUNTY COMMONWEALTH ATTORNEYS  
OFFICE

BY:  \_\_\_\_\_  
Raymond H. Larson, Commonwealth Attorney