

PENDLETON COUNTY FISCAL COURT
JUNE 25, 2013
COURT MET PURSUANT TO ADJOURNMENT
WITH
SQUIRE GARY VEIRS, MAGISTRATE
PRESIDING

Members Present: Alan Whaley, Gary Veirs, Bob Fogle and David Fields

Members Absent: Henry W. Bertram, Judge/Executive

County Attorney: Jeff Dean

Invocation was given by Squire Fogle with the Pledge of Allegiance being led by Squire Veirs.

In Re: Approval of Agenda

Squire Veirs presented the agenda for this meeting whereby Squire Whaley made a motion to approve the agenda as presented, seconded by Squire Fields, motion carried.

In Re: Approval of Minutes

Minutes from the June 11, 2013 meeting were presented to the court by fiscal court clerk Vicky King, whereby Squire Fogle made a motion to approve the minutes as presented, seconded by Squire Whaley, motion carried.

In Re: Approve Treasurer's Report

Pendleton County Treasurer, Vicky King, presented the court with a written report for the month of May at the June 11, 2013 meeting, Squire Fields made a motion, seconded by Squire Fogle that this report be approved as presented, motion carried.

In Re: Open and Possible Award Veterans Park Electrical and Concrete Bid

One bid was received for the electrical work on the Veterans Park, this bid was from Jon Gosney Electrical Service for a total cost of \$9,740.00. Squire Fields made a motion to accept this bid, seconded by Squire Whaley, motion carried.

JON GOSNEY ELECTRICAL SERVICES
PO BOX 99
INDEPENDENCE, KY. 41051-0099
(859) 391-6235

Estimate

DATE	ESTIMATE NO.
6/21/2013	13-118

NAME / ADDRESS
PENDLETON COUNTY FISCAL COURT 233 MAIN STREET Falmouth, Ky. 41040 Att: Judge Henry Bertram

DESCRIPTION	QTY	COST	PROJECT	
			TOTAL	TOTAL
Courthouse Veterans Park Project Furnish labor and material for the following electrical work. I. Install two 250watt HID light fixtures for the two flag poles. II. Install all the conduits after the Concrete Contractor has removed the concrete slabs. III. Install three Easelite fixtures with 90 par halogen flood lamps on the courthouse wall lighting the bronze veteran's plaque. IV. Install new transformers and lamps in all the existing BOLLARD LIGHT FIXTURES. V. Repair the inground HID light fixture in front of the War Monument. VI. Repair and reattach the existing wallpack hanging down off the of the courthouse wall. VII. Rehang the 1-1/2" conduit hanging off the wall of the courthouse using Kinderf conduit hanging system. VIII. Install all lighting into existing controls and circuit breakers. We will responsible for all permits, inspections and trash removal. Payment will be made as project progresses. Jon Gosney Accepted by		9,740.00		9,740.00
TOTAL				99,740.00

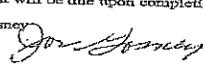
Two bids were received for the concrete work on the Veterans Park, the first bid was from Ron English at a total cost of \$5,000.00, the second bid was from Jon Gosney Electrical at a total cost of \$2,980.00. Squire Fogle made a motion to approve Jon Gosney's bid contingent on all bid specs being met, seconded by Squire Fields, motion carried.

JON GOSNEY ELECTRICAL SERVICES
 PO BOX 99
 INDEPENDENCE, KY. 41051-0099
 (859) 391-6235

Estimate

DATE	ESTIMATE NO.
6/21/2013	13-118

NAME / ADDRESS
PENDLETON COUNTY FISCAL COURT 233 MAIN STREET Paducah, Ky 41040 Attn: Judge Henry Bertman

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
Courthouse Veterans Park Project Furnish labor and material for the following concrete work. I. Remove the two existing concrete pads a total of 200 square feet each where the new park benches will be placed. II. We will co-ordinate with the Electrical Contractor in order that all conduits have been installed before pouring the new concrete. III. The new concrete is spec. at 4000 psi, with plus tying the new with the existing slabs. IV. The concrete will have a finish to match the existing slab finish. We will be responsible for the removal all trash and debris. Payment will be due upon completion of concrete work. Jon Gosney  Accepted by		2,980.00	2,980.00
TOTAL			\$2,980.00

Ron English
**Courthouse Veterans Park
 Concrete Bid Spec**

- Saw cut, demo and remove two existing 20' X 10' concrete pads that were placed to support past existing monuments were place in the veterans park.
 Bid Price 2700.00
 - Pour back new concrete at 4000 psi, 4 inches thick, with previous finish pattern and tie new concrete into existing concrete with Rebar.
 - Contractor shall install reinforcement steel (1/2 in) diameter on (2 in) square pattern.
 - Contractor must work with electrician in the placement of conduit in newly poured concrete.
 - Contractor must clean all trash and debris from pour site.
 - No damaged concrete to be left on job site.
- Bid Price 2800.00

In Re: Reappoint Bill Flaughner to East Pendleton Water District

Squire Fogle made a motion, seconded by Squire Whaley to reappoint Bill Flaughner to the East Pendleton Water District Board per the manager's request, motion carried.

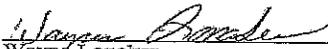
EAST PENDLETON CO. WATER DISTRICT

601 Woodson Road
P. O. Box 29
Falmouth, KY 41040
(859) 654-2100
(859) 654-3144 Fax

June 24, 2013

To: Pendleton County Fiscal Court

We would like to request the reappointment of Bill Flaughner to the East Pendleton Water District Board.


Wayne Lonaker
Manager

In Re: Reappointment to NK Regional Tourism (Shirley Merrill)

Squire Whaley made a motion, seconded by Squire Fields to reappoint Shirley Merrill to the NK Regional Tourism Board, motion carried.

In Re: Reappointment of Dale Beighle to Three Year Term for Ambulance District

Squire Fogle made a motion to reappoint Dale Beighle to a three year term on the Ambulance District, seconded by Squire Fields, motion carried.

In Re: Reappointment to Cemetery Board (Steve Mulloy, Gary Barnard and Greg Browning)

Squire Fields made a motion to reappoint Steve Mulloy, Gary Barnard and Greg Browning to the Cemetery Board, seconded by Squire Whaley, motion carried.

In Re: Reappointment of Brad Ammerman and Charlie Tackett to the Pendleton County Board of Adjustments

Squire Fogle made a motion to reappoint Brad Ammerman and Charlie Tackett to the Pendleton County Board of Adjustments, seconded by Squire Fields, motion carried.

In Re: Acknowledge Special District Budgets

The following special district budgets were presented for acknowledgement: Northern Kentucky Area Development District, Pendleton County Conservation District, Pendleton County Health Department, Pendleton County Extension, Kenton Fire, Falmouth Pendleton Airport, Pendleton County Industrial Authority, Northern Kentucky Community Action Commission, Pendleton County Public Library, Northern Pendleton Fire District, Pendleton County Ambulance Taxing District and Ruth Court/Ashley Lane Taxing District. Squire Whaley made a motion acknowledging these budgets, seconded by Squire Fogle, motion carried.

In Re: Approve North Key 2013-2014 Contract

The Fiscal Year 2014 North Key Contract was presented to the court whereby Squire Whaley made a motion to approve the contract as presented, seconded by Squire Fields, motion carried.

NORTH KEY CONTRACT

This contract is made and entered into as of the 1st day of July, 2013, by and between Pendleton County, located at 233 Main Street, Falmouth, Kentucky ("Pendleton County"), and North Key Community Care, Inc., a Mental Health Provider having an office at 502 Farrell Drive, Covington, KY 41012-2680 ("NorthKey").

WITNESSETH:

WHEREAS, Pendleton County through a county ordinance passed in May, 1979, wished to have Mental Health and Mental Retardation Health care provided to its citizens; and

WHEREAS, Mental Health, Substance Abuse and Mental Retardation services are provided to all areas of The Northern Kentucky Region by and through North Key Community Care; and

WHEREAS, under ordinance # 820.01 Pendleton County wishes to contract on a yearly basis with NorthKey to provide the aforementioned services to the citizens of Pendleton County;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. Term

This Agreement shall be for a period of 1 (one) year beginning on July 1, 2013, and expiring at midnight June 30, 2014.

2. NorthKey Services.

- a. NorthKey shall provide programs for the citizens of Pendleton County that may include: therapeutic rehabilitation program, adult day training program, outpatient services, school-base services, adolescent intensive outpatient, adult foster care services/staffed residence, MRDD support coordination/respite, and any other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County.

3. Payment for Services

- a. Pendleton County agrees to contribute a maximum of \$42,638 of the tax money generated through the county Mental Health Tax to North Key in order to assist North Key in providing outpatient treatment /counseling for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$42,638 to provide this service during the term of this contract.
- b. Pendleton County agrees to contribute a maximum of \$85,276 of the tax money generated through the county Mental Health Tax to NorthKey in order to support the Adult Day Training (greenhouse and workshop) and job skills training for individuals with developmental disabilities for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$85,276 to provide this service during the term of this contract.

- c. Pendleton County agrees to contribute a maximum of \$30,217 of the tax money generated through the county Mental Health Tax to NorthKey in order to support school-based outpatient treatment in two schools for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$30,217 to provide this specific service during the term of this contract.

It is further agreed between the parties that the expected service volume for these specific school-based services ("3, c" above) will generally average between 25 and 40 hours per month during the school year with lesser service demand volume (generally between 5 and 20 hours per month) in June, July and August. During times when school buildings are unavailable, NorthKey may provide client/family services at another site that is mutually agreeable to the client/family and NorthKey staff. Thus, it is anticipated that NorthKey will deliver approximately 400 hours of therapy/counseling services per year in service of item "3, c" above.

NOTE: In service of item "3, c" of this agreement, NorthKey staff will generally be on-site in 2 schools each week for a combined total of between 12 and 16 hours per week during the school year. The specific school sites and schedules for staff presence are to be worked out between NorthKey and school officials. Should additional schools (more than 2) and/or additional hours of presence in the schools (more than 16 per week) be desired by the school system, NorthKey is open to discussion with the County regarding contracting for additional time at a similar rate for services in additional schools or discussion with the schools regarding an option of developing an agreement with them within the parameters and guidelines of NorthKey's usual and customary school-based services arrangements.

Referrals for the specific service (described in "3, c" above) provided to the residents of Pendleton County are to be referred through the Middle School Principal, and/or designee. These services will be delivered in addition to those services covered under section "3, a" above. NorthKey will provide a monthly summary of the services delivered in item "3, c" to the County.

Services delivered under section "3, c" of this agreement will be reviewed by the county, NorthKey and school officials prior to the end of each contract year and before an agreement is made for the subsequent contract year.

Services may include:

- ✓ school-based outpatient counseling services, including therapeutic group (if deemed an appropriate treatment choice).
- ✓ other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County under this service agreement.

4. Indemnification

- a. NorthKey shall indemnify and hold Pendleton County harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by negligence of NorthKey, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

5. Termination

A. With Cause

- a. In the event either party engages in an act or omission constituting a material breach of any term or condition of the Agreement, the non-breaching party may, terminate the Agreement pursuant to the following procedure:
 - 1) The non-breaching party shall provide the breaching party with written notice specifying the nature of the breach.
 - 2) The breaching party shall have twenty (20) days following receipt of notice of the breach in which to remedy said breach.
 - 3) If the breaching party fails to take corrective action within the twenty (20) day period, the non-breaching party may terminate this Agreement upon ninety (90) days written notice.

B. Early Termination

- b. Notwithstanding, Pendleton may terminate this Agreement prior to the Expiration Date upon the following conditions:
 - 1) Upon thirty (30) days' prior written notice NorthKey; and
 - 2) It is anticipated that the contract payments by Pendleton County will be made in quarterly installments to cover services for the ensuing quarter year (3 months); should termination be effective at any time within a quarter for which payment has been thusly made, NorthKey will promptly reimburse to Pendleton County the unearned amount of any such payment. Said reimbursement will be made assuming thirty (30) day months and the amount determined by multiplying the said quarterly payment by 1.111% and then multiplying that by the remaining days in the quarter.

6. Relationship of the Parties

- a. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that NorthKey is at all times acting as an independent contractor with respect to Pendleton County. Pendleton County shall not have any control or direction over the manner, methods or means by which NorthKey performs its work and functions.
- b. Nothing herein shall be construed to require either party to refer any patients to the other party, and no payment or any portion of any payment hereunder is made as an inducement or compensation for referrals of patients or other business between the parties.

7. Choice of Law

This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Pendleton County, Kentucky shall be the sole and exclusive venue for any state court proceeding that may arise out of this Agreement.

8. No Third Party Rights

This Agreement is solely being undertaken for the benefit of the parties and citizens hereto, and is not being entered into for the benefit of any other person or entity, including, but not limited to, any patients and their representatives.

9. Notice

Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Pendleton: Pendleton County Courthouse
 233 Main Street
 Falmouth, Kentucky 41040
 Attn: Henry Bertram, Judge Executive

NorthKey NorthKey Community Care
 503 Farrell Drive
 Covington, Kentucky 41011
 Attn: Dr. Owen T. Nichols PsyD, MBA

10. Modification

This Agreement may be amended or modified at any time and in all respects, or any provision hereof may be waived, only by an instrument in writing executed by the parties hereto.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

12. Partial invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.

13. Waiver

The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

14. Authority

Each individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he or she has full authority to do so on behalf of such entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

NorthKey Community Care:

Pendleton County:

By: _____
Printed Name: Owen T. Nichols PsyD, MBA.
Title: President/CEO

By: _____
Printed Name: Henry Bertram
Title: Judge/Executive

Date: _____

Date: _____

Attest: _____
Pendleton County Fiscal Court Clerk

Date: _____

In Re: Advertise for Equipment Contractors, Trucking Contractors and Limestone Suppliers

A public notice will be published on June 25 and July 2, 2013 advertising for Equipment contractors, trucking contractors and limestone suppliers for Fiscal Year 2014. This was informational only, no action taken.

PUBLIC NOTICE

Pendleton County Fiscal Court will open bids on the following products, supplies and services for the Fiscal Year 2013-2014, at its regular meeting July 9, 2013, at 7:00 P.M. Bids shall be submitted by 4:00 P.M., July 9, 2013, at the Office of the Judge/Executive, Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky 41040. Bids will be effective starting July 1, 2013 and end June 30, 2014. No faxed bids will be accepted and all bids shall be marked "BIDS".

1. Crushed limestone materials
2. Dozer work (size of equipment and rate per hour)
3. Track Hoe (size of equipment and rate per hour)
4. Track Loader (size of equipment and rate per hour)
5. Backhoe (size of equipment and rate per hour)
6. Tri Axle Dump Truck (per hour)
7. Transporting or trucking of stone and other materials-from Hilltop Stone; Carmeuse Lime; Cargill Inc.
8. The Fiscal Court reserves the right to reject any or all bids.

Publish
June 25, 2013
July 2, 2013

In Re: Approve MOA with DLG for River Gauge and Flood Inundation Maps

The Memorandum of Agreement with DLG for River Gauge and Flood Inundation Maps was presented to the court whereby Squire Fields made a motion to approve the signing of this agreement, seconded by Squire Whaley, motion carried.



RECEIVED
JUN 10 2013
COUNTY JUDGE'S OFFICE

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2322
Fax (502) 573-2333
Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

June 3, 2013

The Honorable Henry Bertram
Pendleton County Judge/Executive
233 Main Street, Room 4
Falmouth, Kentucky 41040

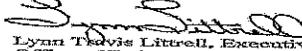
RE: Pendleton County River Gauge and Inundation Map Project
Project #13P-002

Dear Judge Bertram:

Please find enclosed a copy of the Memorandum of Agreement for the U.S. Geological Survey and Corps of Engineers (USGS) project, which needs to be signed by you and the county attorney. Please return the signed agreement to DLG by June 14, 2013, to allow for the timely processing of this grant.

Please contact Michael Hale at 800-346-5606, ext. 262, if you have any questions regarding this project.

Sincerely,


Lynn Travis Littrell, Executive Director
Office of Federal Grants

Enclosure



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "the Agreement"), by and between the Commonwealth of Kentucky, Office of the Governor, Department for Local Government ("DLG"), with address at 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 and the Pendleton County Fiscal Court, with address of 233 Main Street Room 4, Falmouth, KY 41040, ("Grantee") is made and entered into as of the date last executed by the parties thereto as evidenced by the dates written below.

WITNESSETH:

WHEREAS, the Grantee has an approved Project Agreement between the Pendleton County Fiscal Court and the U.S. Department of the Interior U.S. Geological Survey (USGS) for a Water Resources Investigation Project and the USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b; and by signature below is endorsed by the Grantee; and

WHEREAS, the term "project" shall mean the development of a Flood Inundation Mapping Library and operation and maintenance of the South Fork Licking River at Hayes real-time streamflow gage (03253000); and

WHEREAS, the Kentucky General Assembly has authorized the expenditure of Commonwealth funds, subject to the availability of said funds, in an amount sufficient to pay the non-federal cost share required by USGS and the Corps of Engineers; and

WHEREAS, DLG will act as the grantor for the Commonwealth of Kentucky grant funds for the project; and

WHEREAS, the total project cost is ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000) of which USGS and the Corps of Engineers will pay SEVENTY FIVE THOUSAND DOLLARS (\$75,000) and the Grantee will pay EIGHT THOUSAND DOLLARS (\$8,000).

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, DLG and the Grantee each agree as follows:

SECTION 1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

- A. DLG shall, subject to the availability of appropriate funds, pay to the Grantee an amount not to exceed THIRTY TWO THOUSAND DOLLARS (\$32,000).
- B. DLG may, but is not required to, make periodic inspections of the project and may send inspection reports to the Grantee. The Grantee shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.
- C. DLG shall cooperate fully with the Grantee in order to facilitate the obligations set out in this Agreement.

SECTION 2 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall perform and cause to be performed all necessary acts to implement the project in accordance with applicable law and the provisions stated herein.
- B. The Grantee shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the project.
- C. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies.
- D. The Grantee shall retain all records relating to the project until the records are audited by DLG, or for three years, whichever occurs first.
- E. A copy of the Grantee's resolution authorizing the execution of this agreement is attached hereto and made a part hereof.
- F. The Grantee shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this agreement.

Pendleton Co. 13F-002-USGS- Memorandum
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- G. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this agreement shall be deemed a default of this agreement by the Grantee.

SECTION 3 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this agreement is necessary. The failure of any party to fulfill its obligations under this agreement or the failure of any event to occur by a date established by this agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.
- B. In the event of default by the Grantee, including the failure to meet any time deadlines set out in this agreement, DLG may declare this Agreement of understanding void from the beginning without further obligation to the Grantee and may commence appropriate legal or equitable action to enforce its rights under this Agreement of understanding including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement of understanding shall be solely responsible for any costs incurred in fulfilling their obligations under this agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 4 - MISCELLANEOUS PROVISIONS

- A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Pendleton Co. 13F-002-USGS- Memorandum
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- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Time is of the essence in the performance of each of the terms and conditions of this Agreement.
- F. This Agreement shall remain in effect until June 30, 2014.
- G. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- H. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government
1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
ATTENTION: Michael Hale

If to the Grantee: Pendleton County Fiscal Court
233 Main Street, Room 4
Falmouth, Kentucky 41040
ATTENTION: Henry Bertram, C. J. Executive

SECTION 5 – MOA STANDARD TERMS AND CONDITIONS

Cancellation clause:
Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Pendleton Co. 13F-002-USGS- Memorandum
Page 4 of 6

Funding Out Provision:
The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Access to Records:
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.

Effective Date:
This Agreement is 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.

KRS 45A.695(7) 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 by the secretary.

Violation of tax and employment laws
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

Pendleton Co. 13F-002-USGS- Memorandum
Page 5 of 6

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 check 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

Reduction in Contract Worker Hours

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.

IN WITNESS WHEREOF, DLG and the Grantee have executed this Agreement as of the date first written above.

DLG:

Date: _____

Pendleton Co. 13F-002-USGS- Memorandum
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Examined as to form and legality only:

DLG Counsel

Tony Wilder
Commissioner

GRANTEE:

Date: _____

Examined as to form and legality only:

Pendleton County Counsel

Henry Bertram
County Judge Executive

Pendleton Co. 13F-002-USGS- Memorandum
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In Re: Approve Letter Sent to CSX Concerning Their Latest Bridge Offer

A copy of the letter sent to CSX by the County Attorney was presented to the court, whereby Squire Fogle made a motion to approve the letter, seconded by Squire Fields, motion carried.



654-3180
211-7400

500 Water St. J150
Jacksonville, FL 32202
Tel. 904-359-3952
E/Fax. 904-306-5288

Jason M. Marques
Counsel
Corporate & Transportation Law
Admitted in FL & GA

May 8, 2013

Jeffery B. Dean
Pendleton County Attorney
216 West Shelby Street
Falmouth, KY 41040

Dear Mr. Dean -

115-44

Please find this letter as a follow-up to your recent phone conversations with David Hall, Resident Vice President - State Relations for CSX Transportation, Inc. (CSXT). As discussed, CSXT intends to ~~rehabilitate the timber bridge carrying Catawba Road over CSXT's tracks in Pendleton County to the bridge's original capacity, at CSXT's expense.~~ It is CSXT's understanding that restoring the bridge to its former usefulness will alleviate the County's concerns, as expressed in the County's February 20, 2013 Request for Attorney General Opinion, regarding the provision of necessary public services and protection to its citizens. Further, CSXT would note that its commitment to rehabilitating the bridge without resort to litigation should save both parties significant legal expense. As such, CSXT would appreciate the County's assistance and cooperation in withdrawing the pending Request for Opinion.

Notwithstanding CSXT's commitment to rehabilitate the Catawba Road bridge as discussed above, and in light of the savings associated with avoiding legal expenses on this issue, CSXT remains willing to work with the County on replacing the structure with a newer, higher capacity bridge, if the County so desires. As such, CSXT would reiterate its willingness to fund the replacement of the existing structure, with the County contributing \$200,000 towards a replacement project. Due to internal labor concerns, CSXT would propose to transfer ownership of the existing structure to the County prior to construction, then provide funding towards the County's construction of a new bridge, which the County would own and maintain moving forward.

May 8, 2013
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CSXT will wait to progress rehabilitation of the bridge until the County advises whether replacement pursuant to the above terms is the more desirable option. Any questions or concerns regarding rehabilitation or replacement, as well as the County's desired option, should be directed to Karen Murphy of CSXT Public Projects. Please also feel free to reach out to me directly.

I look forward to working with you on this matter.

Respectfully,

Jason Marques

JB/dp

CC:

- Tony Bellamy, CSXT Public Projects
- Karen Murphy, CSXT Public Projects
- David Hall, CSXT State Relations
- Ed Sparks, CSXT Structures
- Hon. Henry W. Bertram, Pendleton County Judge/Executive



JEFFERY B. DEAN
PENDLETON COUNTY ATTORNEY

216 WEST SHELBY STREET
RALMOUSE, KY 41040

TELEPHONE: (859)654-3180
FAX: (859)654-3304

June 19, 2013

Karen Murphy
Public Projects
CSX Railroad
500 Water Street J301
Jacksonville, FL 32202

Dear Ms. Murphy,

I recently received a letter from Jason Marques, counsel for CSX. Mr. Marques wrote to me on May 8, 2013 stating that CSX has agreed to rehabilitate the timber bridge carrying Catawba Road over CSXT's tracks in Pendleton County. In his letter, Mr. Marques advised me to notify you regarding the County's desired option.

The Pendleton County Fiscal Court is requesting that CSX rehabilitate the bridge and restore it to its original capacity as set forth in the offer made in that letter and per the attached blueprint (on record with the Kentucky Transportation Cabinet). The Fiscal Court will agree to withdraw the request for an Attorney General's opinion upon the execution of an agreement setting forth terms consistent with this offer and acceptance. Of course, CSX must maintain suitable temporary access for the residents living on Catawba Road pending any rehabilitation and/or reconstruction of the bridge.

Please provide me with a written contract to memorialize this agreement. Upon execution of the contract, I will notify the Attorney's General's Office to withdraw our request for an opinion letter. Please contact me upon receipt of this letter to advise when we can expect receipt of the written contract. Thank you for your attention to this matter.

Sincerely,



Jeffery B. Dean

CC:

James Marques, CSXT Public Projects
Tony Bellamy, CSXT Public Projects
David Hall, CSXT State Relations
Ed Sparks, CSXT Structures
Hon. Henry W. Bertram, Pendleton County Judge/Executive

Bill Mitchell
Pendleton County Community Development Director
Northern Kentucky Area Development District
phone: 859.654.4567
nkadd.org | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

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From: Milton, Debby (KIA) [mailto:Debby.Milton@ky.gov]
Sent: Thursday, June 20, 2013 8:11 AM
To: Mitchell, Bill
Subject: Butler

Bill:

Sorry I missed your call yesterday. Regarding the use of grant funds for the sewer emergency, yes you may use the grant funds to repair the sewer line.

Debby Milton

Kentucky Infrastructure Authority

1024 Capital Center Dr, Suite 340

Frankfort, KY 40601

502-573-0260, ext 234

502-573-0157 fax

kia.ky.gov

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.2904 / Virus Database: 3199/6410 - Release Date: 06/14/13

RESOLUTION No. _____

PENDLETON COUNTY FISCAL COURT

A resolution of and by the Pendleton County Fiscal Court *Declaring an Emergency Order for Repairs* related to the regional sewer project sx 21191311 being undertaken to provide for the redevelopment of the city of Butler sewer treatment plant and related water and sewer improvements.

WHEREAS, the Pendleton County Fiscal Court has received a Kentucky Infrastructure Authority (KIA) grant in the amount of \$ 1,025,000 to provide sewer and water improvements in the Butler community, and

WHEREAS, these improvements include the redevelopment of the city sewer plant and associated collection system improvements throughout the city, and

WHEREAS, a serious issue has occurred in the city of Butler in which infiltration and inflow of groundwater is entering the collection lines and overflowing the treatment plant, and

WHEREAS, immediate action is required to correct this collection system infiltration and inflow situation as this issue has halted further work on the regional sewer project,

WHEREAS, this situation has been presented to KIA and KIA concurs with the action herein declared,

NOW THEREFORE BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby resolve as follows:

1. Declare an emergency order for repair to collection system infiltration and inflow issues in the City of Butler collection system sufficient to reduce infiltration and inflow to a hydrologically acceptable level so as to allow final design on the treatment plant to continue,
2. Order immediate repair and hire the most competent, affordable and available contractor to execute such repair.

Done during the regularly scheduled meeting of the Pendleton County Fiscal Court _____ 2013. This resolution shall become effective upon adoption.

In Re: Approve Contract with KYEM to Pay 50% of Technology Directors Salary

A contract from KYEM regarding the salary of the Technology Director was presented to the court whereby Squire Fields made a motion to approve the contract, seconded by Squire Whaley, motion carried.

Doc ID No: PON2 095 1300003088 1

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Commonwealth of Kentucky

CONTRACT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Pendleton County Direct Support Grant for FY14	
Doc ID No: PON2 095 1300003088 1	Procurement Folder: 2634984
Procurement Type: Grant	
Administered By: Leslie Stamber	Cited Authority: KRS39A.030
Telephone: 502-607-1510	Issued By: SANDRA DAY

PENDLETON CO FISCAL CT	
233 MAIN ST	
FALMOUTH	KY 41040
US	

Item	Description	Quantity	Unit Price	Contract Price	Contract Total
1	Direct Support Grant for Automation of Pendleton County	0.00	0.00000	19,827.24	19,827.24

Extended Description
Pendleton County has been awarded a grant to support the automation of all county emergency management offices. Support will include electronic forms generation, organization and standardization of electronic files for statewide use, county electronic training plans, statewide county ITEAMS support and audio/video support for statewide Emergency Management education initiatives. Effective date will be from July 16, 2013 to June 30, 2014.

1572 DMA DIV OF ADMIN SERVICES 100 MINUTEMAN PARKWAY	
FRANKFORT	KY 40601
US	

19,827.24

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Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

Signature Title _____

Printed Name Date _____

2nd Party:

Signature Title _____

Printed Name Date _____

Other Party:

Signature Title _____

Printed Name Date _____

Approved as to form and legality:

Attorney

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Article I. Scope, Purpose, and Authority

Section 1.01 General

(a) The Kentucky Division of Emergency Management, in the exercise of its lawful duties, has determined that the functions outlined in this Contract are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management, Department of Military Affairs, General Government Cabinet.

(b) This Contract implements elements of a federal grant program from the United States Department of Homeland Security, Catalog of Federal Domestic Assistance number 97.040, Emergency Management Performance Grant for which the Kentucky Division of Emergency Management is the grantee within the Commonwealth of Kentucky.

(c) All subrecipients/subgrantees of federal grant money disbursed under this Contract are required, under OMB Circular A-133, to have an audit conducted annually if they expend \$500,000 or more in total federal grant money during the subrecipient's/subgrantee's fiscal year. All subrecipients/subgrantees that are signatories to this Contract must ensure that an annual audit is performed and provide a copy of their annual audit to the Kentucky Division of Emergency Management no later than 30 days after receipt of the final audit report.

Article II. Identification & Obligations of the Parties

Section 2.01 First Party

The Kentucky Department of Military Affairs, Division of Emergency Management (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Contract and in the attachment(s) thereto, are necessary for the performance of the statutory and regulatory requirements of the Division of Emergency Management.

Section 2.02 Second Party

Pendleton County (as the second party), is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Section 2.03 Subcontractor Requirement

The Second Parties agree that all requirements of this contract shall also be applicable and binding on any subcontractor (subject to First Party approval) the Second Parties contract with to

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meet the statement of work, method of payment, and deliverables of this contract.

Section 2.04 Extensions and Amendments to this Contract

The terms and conditions of this contract may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

Section 2.05 Choice of Law and Forum Provision

The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky. However, see Section 6.13 for exception regarding United States.

Section 2.06 Sole Benefit

This Contract is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government and is not intended to create any other beneficiaries.

Section 2.07 Successors and Assigns

This Contract may not be assigned by a party without the express written consent of the other party. All covenants made under this Contract shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 2.08 Entire Contract

This Contract forms the entire contract between the parties as to scope and subject matter of this Contract. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Contract.

Section 2.09 Severability

If any provision of this Contract is held judicially invalid, the remainder of the Contract shall continue in force and effect to the extent not inconsistent with such holding.

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Section 2.10 Waiver of Breach

If a party waives enforcement of any provision of this Contract upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 2.11 Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this Contract.

Section 2.12 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions

The Second Parties hereby certify the following by signing this contract:

(i) That neither they nor their principals and/or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(ii) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation in writing to the First Party.

Section 2.13 Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 2.14 Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the

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party's ability to carry out any of its obligations under this Contract.

Section 2.15 Liability and Indemnity

Nothing in this Contract shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Contract. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Contract shall be determined according to applicable law.

Section 2.16 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Section 2.17 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and nonprofessional 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.

Article III. Identification of the Object or Subject Matter of the Contract

Section 3.01 Purpose and Scope

This contract is to support the automation of all county emergency management offices. Support will include electronic forms generation, organization and standardization of electronic files for statewide use, county electronic training plans, statewide county ITEAMs support and audio/video support for statewide Emergency Management education initiatives.

Section 3.02 Performance Specifications

Successful completion by the Second Parties shall include the following deliverables:
a. Successful completion by the Second Party shall include funded items requested through Kentucky Emergency Management.

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b. Funding will be limited to actual awarded amount by the Federal Emergency Management Agency through each respective line item budget.

c. Provide quarterly reports on the progress of the project.

Section 3.03 Scope of Services / Scope of Work

Pendleton County has been awarded a grant to support the automation of all county emergency management offices. Support will include electronic forms generation, organization and standardization of electronic files for statewide use, county electronic training plans, statewide county ITEAMS support and audio/video support for statewide Emergency Management education initiatives.

Article IV. Consideration and Conditions for Payment

Section 4.01 Total Amount of Contract and Contract Period

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Section 4.02 Earliest Date of Payment

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) to wit payments on personal service contracts and memoranda of contracts 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 by the secretary.

Section 4.03 Payments

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or

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electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

Section 4.04 Other Expenses

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

Section 4.05 Travel

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Section 4.06 Social Security

The Second Parties and all other parties so contracted for services under the scope of service of this contract agree that they are cognizant that the First Party is not liable for Social Security contributions pursuant to 42 U.S Code, Section 418, relative to the compensation of the Second Parties during the effective dates of this contract.

Section 4.07 Financial Management System

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- (a) Applicable only to contracts where reimbursement is based upon actual, allowable costs.
- (b) The Second Parties agree to establish and/or maintain a financial management system which shall provide for:
- (i) Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;
 - (ii) Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;
 - (iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;
 - (iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and
 - (v) Accounting records that are supported by source documentation.

Section 4.08 KRS 45A.695

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."

Section 4.09 Access to Records

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.

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Section 4.10 Conflict of Interest Laws and Principles

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this contract will not violate either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants.

Section 4.11 Certification of Lobbying

- (a) No state funds appropriated to the Second Parties pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.
- (b) In addition, for any payment involving federal funds, the Second Parties certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Parties, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.
- (c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative contract, the Second Party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (d) The Second Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative contracts, and that all subrecipients shall certify and disclose accordingly.
- (e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

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making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Section 4.12 Violation of tax and employment laws

(a) 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.

(b) 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.

(c) KRS 45A.483 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.

(d) 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.

Article V. Time of Performance

Section 5.01 Effective Date

All Memorandum of Contracts are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the

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contract has been submitted to the government contract review committee. However, Memoranda of Contracts \$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.

KRS 45A.695(7) 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 by the secretary.

Section 5.02 Cancellation

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days written notice served on the contractor by registered or certified mail.

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Section 5.03 Modifications to Contract

The agency reserves the right to modify this contract for the addition or deletion of requirements deemed necessary by the agency in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311).

Section 5.04 Notices

Any notice, transmittal, approval, or other official communication made under this Contract shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party.

Section 5.05 Disputes

Disputes concerning contract claims and performance will be addressed in accordance with KRS Chapter 45A.

Section 5.06 Pricing

Total contract amount is \$19,827.24. Payments are made based on submitted invoices for services rendered. Total payments shall not exceed contract amount.

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Article VI. Federal Representations and Certifications

Section 6.01 Non-discrimination

(a) The Second Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Second Party's performance under this Contract, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Second Party covenants and agrees to comply with the follow:

- (i) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- (ii) Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- (iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- (iv) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

(b) **DISCRIMINATION** (Because of race, religion, color, national origin, sex, 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 Second Party agrees as follows:

(i) The Second Parties will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor 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 Second Parties agree to provide, upon request, needed reasonable accommodations. The Second Party 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 Second Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(ii) The Second Parties will, in all solicitations or advertisements for employees placed by or on behalf of the Second Parties, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

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

(iv) The Second Parties will comply with all provisions of Presidential Executive Order no. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

(v) The Second Parties will furnish all information and reports required by Presidential Executive Order no. 11246 of September 24, 1965, as amended, and by the rules,

(vi) 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.

(vii) In the event of the contractor'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 Second Party may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Presidential 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.

(viii) The Second Parties will include the provisions of paragraphs (1) through (7) of Section 202 of Presidential 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 Presidential Executive Order no. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Second Parties will take such action with respect to any subcontract or purchase order as the First Party or administering federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Second Parties become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the First Party or federal agency, the Second Parties may request the United States to enter into such litigation to protect the interests of the United States.

Section 6.02 Lobbying

	Document Phase	Document Description	Page
130003088	Draft	Pendleton County Direct Support Grant for FY14	15 of 18

(a) The Second Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

(b) The Interim Final Rule, New Restrictions on Lobbying, issued by the United States Office of Management and Budget is incorporated by reference.

Section 6.03 Drug-Free Work Place .

(a) The Second Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

(b) The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 6.04 Environmental Standards.

(a) The Second Parties agree that their performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1318), that relate generally to inspection, monitoring, entry reports and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, State, or Local environmental regulation.

(b) The Second Parties shall insure that no facility used in their performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of the First Party. The Second Parties shall notify the Second of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this Contract is under consideration for listing on the EPA list of violating facilities.

Section 6.05 Preference for U.S. Flag Carriers

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The Second Parties agree to comply with 46 U.S.C. 1241(b) and regulations issued thereunder (46 CFR Part 381) concerning the use of privately-owned United States flag commercial vessels.

Section 6.06 Debarment and Suspension

(a) The Second Parties shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 6.07 Hatch Act

The Second Parties agree to comply with the Hatch Act (5 U.S.C. 1501 -1508 and 7324 - 7328), as implemented by the United States Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officer of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 6.08 Buy American Act

The Second Parties agree that they will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA), provide the EC and NAFTA end products and construction materials are exempted from application of The Buy American Act.

Section 6.09 Copeland "Anti-Kickback" Act

The Second Parties agree that they will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in United States Department of Labor (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a

1390003088	Document Phase Draft	Document Description Pendleton County Direct Support Grant for FY14	Page 17 of 18
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contract of employment.

Section 6.10 Purchasing and Specifications

The Second Parties certify that he/they will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/they attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Section 6.11 Confidentiality

The Second Parties agree that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the second party by the First Party in the administration of this contract.

Section 6.12 Audit Requirements

If the Second Party is a governmental entity, an institution of higher learning or other nonprofit institution, the Second Party shall procure an audit in accordance with the United States Office of Management and Budget (OMB) Circular A-133, as amended. A copy of the Second Party's audit report(s) shall be submitted to the First Party as so identified and detailed, and in the prescribed timeframes as set forth in this Contract and in the attachment(s) to the contract.

Section 6.13 Applicable Law

This Contract is incidental to the implementation of a federal grant program. Accordingly, this Contract shall be governed by and construed according to Federal law as it may affect the right, remedies, and obligations of the United States.

Section 6.14 Governing Regulations

To the extent not inconsistent with the express terms of this Contract, the provisions of 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and OMB Circular A-87 which are hereby incorporated by reference as if fully set forth herein, shall govern this Contract.

Section 6.15 Procurement

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The acquisition of goods and services by the Contractor in performance of this Contract shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (44 CFR, 49 CFR, 32 CFR, others).

Section 6.16 Environmental Requirements

The contractor is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR in the execution and administration of this contract.

Section 6.17 Uniform Administrative Requirements

The contractor will follow the administrative requirements under OMB Circular No.A-102 and 49 CFR.

Section 6.18 Cost Principles

Determination of allowable cost for reimbursements will be determined as outlined in OMB Circular No.A-87 for local governments, A-21 for Educational Institutions or OMB Circular No.A-122 for Nonprofit Organizations and other applicable Federal Regulations.

Section 6.19 Contract Work Hours and Safety Standards Act

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330) as supplemented by Department of Labor Regulation.

Section 6.20 Patent Rights

This standard Patent Right Clause found at 37 CFR 401.12 is hereby incorporated by reference which governs rights to inventions made by non-profit organizations and small business firms under Government grants, contracts, and cooperative contracts.

In Re: Transfers

Squire Veirs presented and reviewed the budget account transfers, whereby Squire Whaley made a motion, seconded by Squire Fogle to approve the transfers as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY, JUNE 25, 2012
7:00 PM

COURT ORDERED TRANSFERS

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/office Supplies	\$ 110.00
01-5075-578	Economic Development Utilities	\$ 8.00
01-5080-411	Custodial Supplies	\$ 129.00
01-5081-329	Judicial Center Custodial Personnel	\$2,778.00
01-5081-571	Judicial Center Renewals & Repairs	\$ 725.00
01-5085-441	Co. Properties Machinery & Equip	\$ 225.00
01-5085-578	Utilities Radio Tower Buildings	\$ 82.00
01-5420-507	Tourism Contributions	\$ 237.00
01-9100-307	State Auditing Services	\$6,932.00
01-9100-318	Data Processing Services-Contracts	\$ 905.00
01-9100-332	Legal Fees	\$ 990.00
01-9400-205	Employee Health Insurance	\$4,867.00

Road Fund

Transfer from (02-6105-312) Bridges to the following accounts:

02-6105-405	Asphalt	\$157,813.00
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LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-6105-447	Road & Bridge Materials	\$115,299.00
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911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-159	Dispatchers/Radio Operators	\$ 500.00
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Educational Fund

Transfer from (91-5210-595) 109 Board Education Programs to the following accounts:

91-5210-468	Recycling and Landfill Supplies	\$ 16.00
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Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Squire Veirs presented and reviewed the Payment of Claims, whereby Squire Fields made a motion to approve the claims as presented, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 12-5111						
12-0127	01-5001-445	CO. JUDGE/EXEC., OFFICE SUPPLIES	58001,74001,76001	907304	JUDGES OFFICE SUPPLIES	103.66
12-0127	01-5080-411	CUSTODIAL SUPPLIES	881386821001	907282	CUSTODIAL SUPPLIES-COURTHOUSE	115.74
		Printed On Check 016157				249.40
Voucher No. 12-5112						
12-0127	01-5001-583	CO. JUDGE/EXEC., POSTAGE		907416	POSTAGE DELINQUENT TAX LETTERS	254.84
		Printed On Check 016159				254.84
Voucher No. 12-5118						
12-0127	01-5005-169	CO ATTORNEY SECRETARY		907417	CO ATTORNEY SECRETARY SALARY	3,085.37
12-0127	01-5005-445	CO ATTORNEY OFFICE SUPPLIES		907417	CO ATTORNEY OFFICE EXPENSES	2,849.58
		Printed On Check 016158				5,934.95
Voucher No. 12-5114						
12-0127	01-8010-307	CO. CLERK AUDIT SERVICES	KENTUCKY STATE TREASURER	907414	INVOICE 5885. CLERK FEE AUDIT YEAR END 2012	6,828.33
		Printed On Check 016160	5885			6,828.33
Voucher No. 12-5115						
12-0127	01-5025-589	REGISTRATION/CONFERENCES	HENRY BERT HENRY BERTRAM	907396	REIMBURSEMENT FOR PARKING	6.00
		Printed On Check 015151				6.00
Voucher No. 12-5118						
12-0127	01-5075-578	ECONOMIC DEVELOPMENT UTILITIES	INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY	907405	COMMUNITY DEVELOPMENT EXPENSES	193.67
		Printed On Check 016162				193.67
Voucher No. 12-5117						
12-0127	01-6070-989	PLANNING - COMPREHENSIVE	STRAUSS STRAUSS & TROY	907426	LEGAL SERVICES - P & Z	1,500.00
		Printed On Check 016163				1,500.00
Voucher No. 12-5118						
12-0127	01-5080-411	CUSTODIAL SUPPLIES	FAMILY FAMILY DOLLAR STORES	907376	CUSTODIAL SUPPLIES-COURTHOUSE	121.40
12-0127	01-5425-507	CELEBRATIONS, FESTIVALS, PROGRAMS		907317	SCHOOL APPRECIATION BREAKFAST	100.00
		Printed On Check 016154				121.40
Voucher No. 12-5119						
12-0127	01-5081-329	JUDICIAL CENTER CUSTODIAL PERSONNEL	SCIOTO, L.L.C.	907382	INVOICE 063188-JUNE CLEANING, JUDICIAL CTR	3,153.89
		Printed On Check 016185				3,153.89
Voucher No. 12-5120						
12-0127	01-5081-399	JUDICIAL CENTER GROUNDS KEEPER	J. R. P.	907410	LAWN CARE-JUDICIAL CTR	800.00
		Printed On Check 016156				800.00
Voucher No. 12-5121						
12-0127	01-5081-571	JUDICIAL CENTER RENEWALS AND REPAIRS	TERMINIX TERMINIX PROCESSING CENTER	907379	INV: 325631597, PEST CONTROL JUDICIAL CTR	23.50
		Printed On Check 016167				23.50

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5122	Vendor	SIMPLEX			
			SIMPLEXGRINNELL			
12-0127	01-5081-571-	JUDICIAL CENTER RENEWALS AND REPAIRS	89027619	907383	INVOICE 8902619-REPLACE RIAM, JUDICIAL CTR	826.71
		Printed On Check	016189			
					Voucher Totals	826.71
					Voucher Date	06/25/2013
Voucher No.	12-5123	Vendor	JONGOSNEY			
			JON GOSNEY - ELECTRICAL SERVICES			
12-0127	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4888	907422	QRT MAINTENANCE MORGAN HIGH TOWER RADIO TOWER	80.00
12-0127	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4889	907423	QRT MAINTENANCE MT AUBURN RADIO TOWER	80.00
12-0127	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4890	907424	QRT MAINTENANCE BAYLESS ROAD RADIO TOWER	80.00
12-0127	01-5085-578-	UTILITIES RADIO TOWER BUILDINGS	4890	907425	QRT MAINTENANCE HWY 177 BUTLER, RADIO BLDG	80.00
		Printed On Check	016189			
					Voucher Totals	320.00
					Voucher Date	06/25/2013
Voucher No.	12-5124	Vendor	FALMOUTH			
			CITY OF FALMOUTH			
12-0127	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		907386	APRIL FIRE RUNS PAL (5) \$4060 BUTLER (4) \$3355	7,415.00
		Printed On Check	016170			
					Voucher Totals	7,415.00
					Voucher Date	06/25/2013
Voucher No.	12-5125	Vendor	RUMPKE			
			RUMPKE OF KENTUCKY INC.			
12-0127	01-5210-548-	TIRE AMNESTY	780305,781051	907358	WASTE TIRE DISPOSAL	815.00
		Printed On Check	016171			
					Voucher Totals	815.00
					Voucher Date	06/25/2013
Voucher No.	12-5126	Vendor	BECKNELL-C			
			BECKNELL-COGHILL, INC.			
12-0127	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS		907407	REPLACE WATER METERS	54,810.00
		Printed On Check	016172			
					Voucher Totals	54,810.00
					Voucher Date	06/25/2013
Voucher No.	12-5127	Vendor	PEOPLESFUN			
			PEOPLES FUNERAL HOME			
12-0127	01-5330-344-	PAUPER BURIALS		907313	PAUPER BURIAL, C. CLOS	500.00
		Printed On Check	016173			
					Voucher Totals	500.00
					Voucher Date	06/25/2013
Voucher No.	12-5128	Vendor	BOARDOFEDU			
			PENDLETON COUNTY BOARD OF EDUCATION			
12-0127	01-5405-107-	RECREATION - SUPER / DIRECTOR		907398	JUNE 2013 RECREATION CONTRIBUTIONS	2,512.92
		Printed On Check	016174			
					Voucher Totals	2,512.92
					Voucher Date	06/25/2013
Voucher No.	12-5129	Vendor	SHADY ACRE			
			JEFFREY ADKINS-SHADY ACRES LANDSCAPING			
12-0127	01-5405-548-	RECREATION SPECIAL PROJECTS	7412	907312	MULCHING-ATHLETIC PARK	2,250.00
		Printed On Check	016175			
					Voucher Totals	2,250.00
					Voucher Date	06/25/2013
Voucher No.	12-5130	Vendor	DAVIDRICH			
			DAVID RICHIE			
12-0127	01-5405-548-	RECREATION SPECIAL PROJECTS		907310	MAINTENANCE PROJECTS-ATHLETIC PARK	4,840.00
		Printed On Check	016175			
					Voucher Totals	4,840.00
					Voucher Date	06/25/2013
Voucher No.	12-5131	Vendor	NOKYTOURM			
			NORTHERN KENTUCKY TOURISM REGION INC.			
12-0127	01-5420-507-	TOURISM CONTRIBUTIONS		907309	NORTHERN KY TOURISM ADVERTISING 2013/14	257.00
		Printed On Check	016177			
					Voucher Totals	257.00
					Voucher Date	06/25/2013
Voucher No.	12-5132	Vendor	FALMOUTH			
			CITY OF FALMOUTH			
12-0127	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		907397	FUNDS FOR PARADE	600.00
		Printed On Check	016178			
					Voucher Totals	600.00
					Voucher Date	06/25/2013

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Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5133	Vendor	GREGORYACO			
			GREGORY A COLSTON			
12-0127	01-9100-332-	LEGAL FEES		907380	LEGAL SERVICE RE: OSX	2,250.00
		Printed On Check	016179			
					Voucher Totals	2,250.00
					Voucher Date	06/25/2013
Voucher No.	12-5134	Vendor	AUDITOR			
			KENTUCKY STATE TREASURER			
12-0127	01-9100-307-	STATE AUDITING SERVICES	5740	907404	AUDIT, FISCAL YR ENDING 06-30-2012	17,931.63
		Printed On Check	016180			
					Voucher Totals	17,931.63
					24 Vouchers Printed Totalling	112,893.96

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	12-5135	Vendor	ENGLISHFO			
			RON ENGLISH / ENGLISH FOUNDATIONS			
12-0227	02-9105-312-	BRIDGES		907405	WORK ON JAGO ROAD BRIDGE	14,000.00
		Printed On Check	007974			
					Voucher Totals	14,000.00
					Voucher Date	06/25/2013
Voucher No.	12-5138	Vendor	MAGO			
			MAGO CONSTRUCTION CO, INC			
12-0227	02-9105-405-	ASPHALT	056770	907427	INVOICE 056770, 342.31 TON SURFACE, STRAUB LANE	17,215.19
12-0227	02-9105-405-	ASPHALT	056771	907428	INVOICE 056771, 816.53 TON SURFACE-MATHIS LANE	25,652.77
12-0227	02-9105-405-	ASPHALT	055612	907275	345.69 TONS SURFACE- MIDDLETON	17,783.02
12-0227	02-9105-405-	ASPHALT	056913	907276	196.7 TONS SURFACE-RAVENS CRAFT ROAD	5,862.28
12-0227	02-9105-405-	ASPHALT	066789	907215	1,769 TON ASPHALT, STRAIGHT SHOOT, INVOICE 56769	58,494.88
		Printed On Check	007975			
					Voucher Totals	159,011.14
					Voucher Date	06/25/2013
Voucher No.	12-5137	Vendor	NORTON			
			TIM NORTON AUTO SERVICE L.L.C.			
12-0227	02-9105-447-	ROAD MATERIALS	28276	907318	REPLACE IDLE AIR CONTROL VALVE-06 SILVERADO	140.00
		Printed On Check	007976			
					Voucher Totals	140.00
					Voucher Date	06/25/2013
Voucher No.	12-5138	Vendor	MIKTEEGAR			
			MIKE TEEGARDEN			
12-0227	02-9105-447-	ROAD MATERIALS		907408	REPAIRS ON GENERATOR	50.00
		Printed On Check	007977			
					Voucher Totals	50.00
					Voucher Date	06/25/2013
Voucher No.	12-5139	Vendor	REIS			
			REIS CONCRETE PRODUCTS INC.			
12-0227	02-9105-447-	ROAD MATERIALS	180901	907399	5 CY FLOWABLE FILL, MENZIE BOTTOM RD, INV 180901	275.00
		Printed On Check	007978			
					Voucher Totals	275.00
					Voucher Date	06/25/2013
Voucher No.	12-5140	Vendor	SCOTT-GRO			
			SCOTT-GROSS COMPANY, INC.			
12-0227	02-9105-447-	ROAD MATERIALS	2867968	907314	OXYGEN CYLINDERS-ROAD	36.46
		Printed On Check	007979			
					Voucher Totals	36.46
					Voucher Date	06/25/2013

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**Pendleton County Fiscal Court
Voucher Claims Register**

Jail Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount	
Voucher No. 12-5141		Vendor MILLENNIUM	MILLENNIUM BUSINESS SYSTEMS					
12-0325	03-5101-445-	OFFICE SUPPLIES Printed On Check 005951	CNIN092863	907384	MAINTENANCE CONTRACT 4105	06/25/2013	21.00	
Voucher No. 12-5142		Vendor GREATAMER!	GREAT AMERICAN FINANCIAL SERVICES					
12-0325	03-5101-445-	OFFICE SUPPLIES Printed On Check 005952	13821376	907381	INVOICE: 13821376 LEXMARK COPIER SYSTEM-JAILER	06/25/2013	105.36	
Voucher No. 12-5143		Vendor CLINICAL	CLINICAL SOLUTIONS					
12-0325	03-5101-549-	ROUTINE MEDICAL Printed On Check 005953		907403	MAY INMATE MEDS	06/25/2013	374.38	
							Voucher Totals	374.38
							Voucher Totals	374.38
							3 Vouchers Printed Totalling	500.74

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**Pendleton County Fiscal Court
Voucher Claims Register**

L.G.E.A. Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount	
Voucher No. 12-5144		Vendor MAGO	MAGO CONSTRUCTION CO, INC					
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS	056772	907216	272.04 ASPHALT, BRIDGES DR, INVOICE 56772	06/25/2013	13,539.43	
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS	056811	907273	270.23 TONS SURFACE-CROWLEY ROAD		13,352.87	
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS	056814	907274	568.97 TONS SURFACE-ROGERS ROAD		30,269.20	
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS	056809	907277	247.97 TONS SURFACE-MT CARMEL		12,698.79	
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS	056810	907278	714.81 TON SURFACE-HOGG RIDGE		29,371.54	
12-0425	04-6105-447-	ROAD & BRIDGE MATERIALS Printed On Check 002346	056815	907279	269.77 TONS SURFACE-SCHLUETER		16,188.20	
							Voucher Totals	115,398.03
							1 Vouchers Printed Totalling	115,398.03

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**Pendleton County Fiscal Court
Voucher Claims Register**

Education Fund

From: 06/25/2013 To: 06/25/2013

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount	
Voucher No. 12-5145		Vendor RUMPKE	RUMPKE OF KENTUCKY INC.					
12-9125	91-8210-468-	RECYCLING AND LANDFILL SUPPLIES Printed On Check 001394	780305	907357	FREE DAY AT THE LANDFILL	06/25/2013	43.00	
							Voucher Totals	43.00
							1 Vouchers Printed Totalling	43.00

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In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on July 9, 2013, subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk