PENDLETON COUNTY FISCAL COURT
January Term, January 24, 2012

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bob Fogle, Gary Veirs, Alan Whaley and David Fields

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Jeff Dean, The Pledge Allegiance was lead by Judge Bertram.

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include items 10A – Homeland Security Grant and 16A Dead Animal Removal Contribution. Whereupon Squire Veirs made a motion to accept the agenda as amended, seconded by Squire Fields, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the January 10th, 2012 meeting, whereby Squire Fogle made a motion to accept the minutes as presented, seconded by Squire Whaley, motion carried.

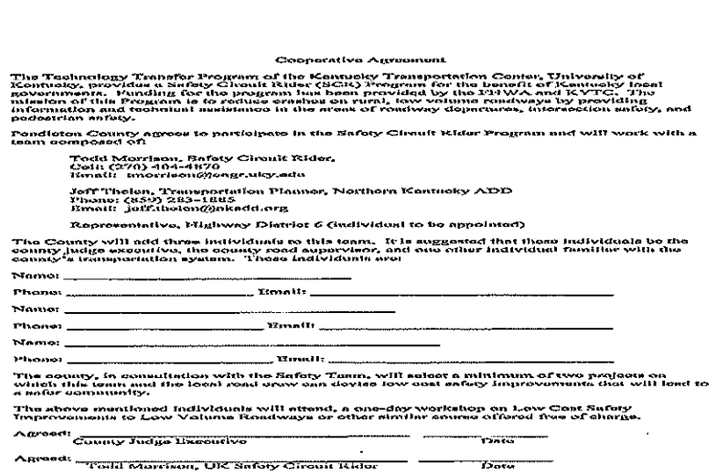
In Re: Approval of Treasurer's Report

Pendleton County Treasurer, Vicky King presented the court with written reports for the month of November at the December 13th, 2011 meeting and a written report for the month of December and the 2nd Quarter of FY 2012 at the January 10th, 2012 meeting. Squire Whaley made a motion to approve the November Treasurer's report as presented, seconded by Squire Veirs, motion carried.

Squire Veirs made a motion to approve the December and Quarterly reports as presented, seconded by Squire Whaley, motion carried.

In Re: UK Road Assistance Agreement

Judge Bertram presented the court with a copy of a Cooperative Agreement between The Technology Transfer Program of the Kentucky Transportation Center, University of Kentucky and Pendleton County whereby the county in consultation with the Safety Team will select a minimum of two projects on which this team and local road crew can devise low cost safety improvements that will lead to a safer community. Squire Fields made a motion approving this agreement, seconded by Squire Fogle, motion carried.



Cooperative Agreement

The Technology Transfer Program of the Kentucky Transportation Center, University of Kentucky, provides a Safety Circuit Rider (SCR) Program for the benefit of Kentucky local governments. Funding for the program has been provided by the FHWA and KYTC. The mission of this Program is to reduce crashes on rural, low volume roadways by providing information and technical assistance in the areas of roadway departures, intersection safety, and pedestrian safety.

Pendleton County agrees to participate in the Safety Circuit Rider Program and will work with a team composed of:

Todd Morrison, Safety Circuit Rider,
Cell: (270) 404-4870
Email: tmorrison@engr.uky.edu

Jeff Thelen, Transportation Planner, Northern Kentucky ADD
Phone: (859) 283-1885
Email: jeff.thelen@nkadd.org

Representative, Highway District 6 (individual to be appointed)

The County will add three individuals to this team. It is suggested that these individuals be the county judge executive, the county road supervisor, and one other individual familiar with the county's transportation system. These individuals are:

Name: _____
Phone: _____ Email: _____
Name: _____
Phone: _____ Email: _____
Name: _____
Phone: _____ Email: _____

The county, in consultation with the Safety Team, will select a minimum of two projects on which this team and the local road crew can devise low cost safety improvements that will lead to a safer community.

The above mentioned individuals will attend, a one-day workshop on Low Cost Safety Improvements to Low Volume Roadways or other similar course offered free of charge.

Agreed: _____ _____
County Judge Executive Date

Agreed: _____ _____
Todd Morrison, UK Safety Circuit Rider Date

PENDLETON COUNTY CRASHES FROM 2005-2009 CRASH DATA

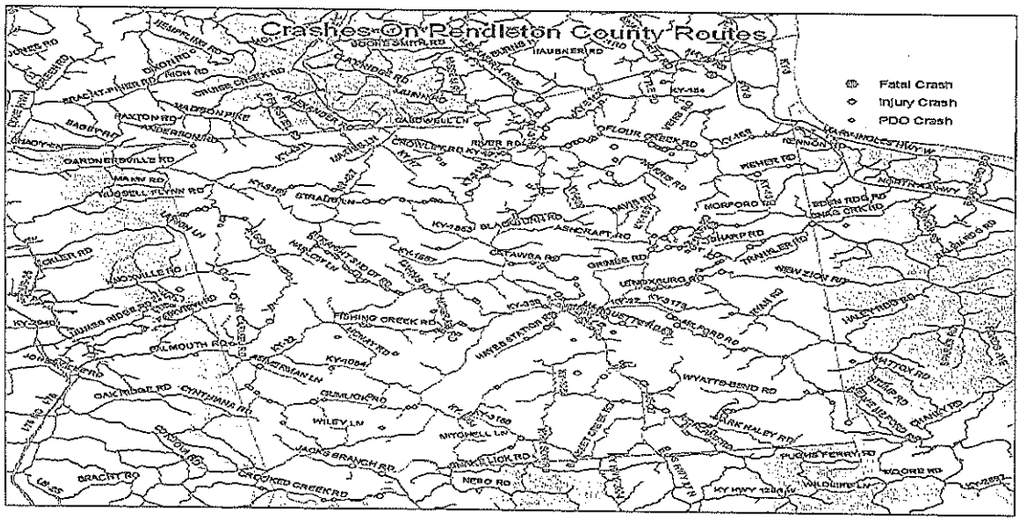
ROUTE	# CRASHES	# INJURIES	# FATALITIES
STRAIGHT SHOOT RD	27	5	0
FLOUR CREEK RD	25	11	0
LENOXBURG RD	17	10	0
FISHING CREEK RD	17	9	0
MC KINNEYSBURG RD	14	11	0
CONCORD CADDO RD	12	6	1
MILFORD RD	12	2	0
GUMLICK RD	11	1	0
HOGG RIDGE RD	11	1	0
OLD THREE L HWY	10	4	0
GREENWOOD PORTLAND RD	8	2	0
LOCK RD	7	3	0
CATAWBA RD	7	0	0
KNOXVILLE GARDNERSVILLE R	6	1	0
CROOKED CREEK	6	2	0
VATER RD	5	1	0
JACK'S BRANCH	4	4	0
OLD US 27	4	4	0
HAYES STATION RD	4	1	0
LEMON NORTHCUTT RD	4	1	0
ED MONROE RD	4	0	0
RIVER RD	4	0	0
AMMERMAN LN	3	4	0
MORGAN FOUR OAKS RD	3	1	0
PLEASANT HILL RD	3	1	0
WAGNERS FERRY RD	3	0	1
NEW HOPE SPUR	3	0	0
RICHLAND RD	3	0	0
JAG ROAD	2	5	0
E FAIRVIEW ROAD	2	3	0
BUCKEYEHILLS ROAD S	2	1	0
FISHER RD	2	1	0
JACOBS RD	2	1	0
PORTLAND GREENWOOD RD S	2	1	0
BISHOP RIDGE	2	0	0

CARTER CHAPEL RD N	2	0	0
FAIRVIEW RD	2	0	0
FALVEY RD	2	0	0
JENKINS RD	2	0	0
MARQUETTE RD	2	0	0
MCGRAW RD	2	0	0
MULLINS ROAD	2	0	0
TURNER RIDGE RD	2	0	0
LIBERTY RIDGE RD	1	3	0
FALMOUTH MILFORD ROAD	1	2	0
MARQUETTE SPUR S	1	2	0
ROANOKE ROAD W	1	2	0
BUTLER-GREEENWOOD RD	1	1	0
FIELDS RD N	1	1	0
HWY 609 W	1	1	0
IVOR ROAD	1	1	0
KINCAID PARK DR	1	1	0
NEW ZION RD E	1	1	0
STEPSTONE RD. N	1	0	1
ABBEYWOOD DR	1	0	0
ADAMS RD	1	0	0
AMBROSE WRIGHT RD W	1	0	0
ASHCRAFT RD E	1	0	0
BISHOP LN	1	0	0
BOSS DUNAWAY RD	1	0	0
BRADFORD RD	1	0	0
BREWER RD	1	0	0
CATHERINE LN	1	0	0
CENTER RIDGE ROAD RD N	1	0	0
CHESTER CAMPBELL LN E	1	0	0
CORDARY ROAD	1	0	0
CORY	1	0	0
EASTSIDE PARK RD E	1	0	0
FUQUA LN	1	0	0
HALE RD	1	0	0
JOHN DENNY RD N	1	0	0
JONESTOWN RD	1	0	0

KELLY ROAD W	1	0	0
LIGHTFOOT FORK RD W	1	0	0
MELVA LANE E	1	0	0
MENZIE BOTTOMS RD	1	0	0
MOHNAHAN RD	1	0	0
MORFORD RD E	1	0	0
N. RONDA AVE	1	0	0
NEWKIRK RD	1	0	0
NORHT RONDA DR	1	0	0
NORTHCUTT LN	1	0	0
OLD STEPSTONE RD	1	0	0
RUTHS CT	1	0	0
SOUTH RONDA DRIVE S	1	0	0
SOUTHFORK DR	1	0	0
STEWART LN	1	0	0
SULLIVAN LN N	1	0	0
WOLFE RD	1	0	0
WRIGHT ROAD E	1	0	0
TOTALS:	313	103	3

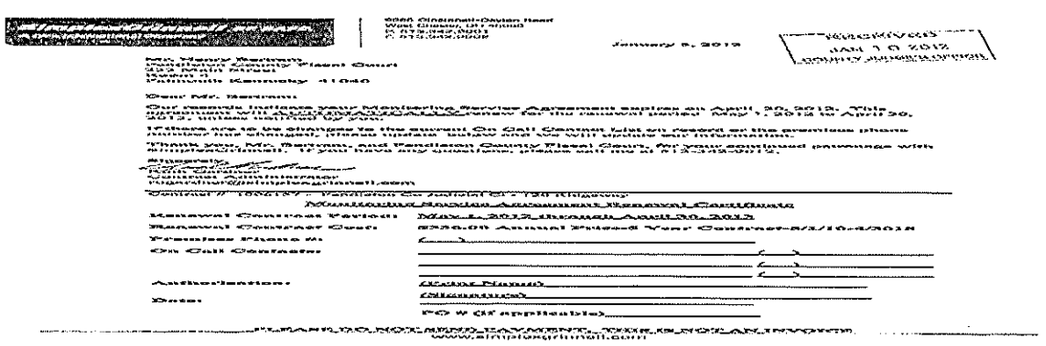
PENDLETON COUNTY CRASHES FROM 2005-2009 CRASH DATA

ROUTE	# CRASHES	# INJURIES	# FATALITIES
ABBEYWOOD DR	1	0	0
ADAMS RD	1	0	0
AMBROSE WRIGHT RD W	1	0	0
AMMERMAN LN	3	4	0
ASHCRAFT RD E	1	0	0
BISHOP LN	1	0	0
BISHOP RIDGE	2	0	0
BOSS DUNAWAY RD	1	0	0
BRADFORD RD	1	0	0
BREWER RD	1	0	0
BUCKEYEHILLS ROAD S	2	1	0
BUTLER-GREEENWOOD RD	1	1	0
CARTER CHAPEL RD N	2	0	0
CATAWBA RD	7	0	0
CATHERINE LN	1	0	0
CENTER RIDGE ROAD RD N	1	0	0
CHESTER CAMPBELL LN E	1	0	0
CONCORD CADDO RD	12	6	1
CORDARY ROAD	1	0	0
CORY	1	0	0
CROOKED CREEK	5	2	0
E FAIRVIEW ROAD	2	3	0
EASTSIDE PARK RD E	1	0	0
ED MONROE RD	4	0	0
FAIRVIEW RD	2	0	0
FALMOUTH MILFORD ROAD	1	2	0
FALVEY RD	2	0	0
FIELDS RD N	1	1	0
FISHER RD	2	1	0
FISHING CREEK RD	17	0	0
FLOUR CREEK RD	25	11	0
FUQUA LN	1	0	0
GREENWOOD PORTLAND RD	8	2	0
GUMLICK RD	11	1	0
HALE RD	1	0	0
HAYES STATION RD	4	1	0
HOGG RIDGE RD	11	1	0
HWY 405 W	1	1	0
IVOR ROAD	1	1	0
JACK'S BRANCH	4	4	0
JACOBS RD	2	1	0
JAG ROAD	2	0	0
JENKINS RD	2	0	0
JOHN KENNY RD N	1	0	0
JONES TOWN RD	1	0	0
KELLY ROAD W	1	0	0
KINCAID PARK DR	1	1	0
KNOXVILLE GARDNERSVILLE R	6	1	0
LEMON NORTHCUTT RD	4	1	0
LENOXBURG RD	17	10	0
LIBERTY RIDGE RD	1	3	0
LIGHTFOOT FORK RD W	1	0	0
LOCK RD	7	3	0
MARQUETTE RD	2	0	0
MARQUETTE SPUR S	1	2	0
MC KINNEYSBURG RD	14	1	0
MCGRAW RD	2	0	0
MELVA LANE E	1	0	0
MENKIE BOTTOMS RD	1	0	0
MILFORD RD	12	2	0
MCHNAHAN RD	1	0	0
MORFORD RD E	1	0	0
MORGAN FOUR OAKS RD	3	1	0
MULLINS ROAD	2	0	0
N. RONDA AVE	1	0	0
NEW HOPE SPUR	3	0	0
NEW ZION RD E	1	1	0
NEWKIRK RD	1	0	0
NORTH RONDA DR	1	0	0
NORTHCUTT LN	1	0	0
OLD THREE L HWY	16	4	0
OLD STEPSTONE RD	1	0	0
OLD US 27	4	4	0
PLEASANT HILL RD	3	1	0
PORTLAND GREENWOOD RD S	2	1	0
RICHLAND RD	3	0	0
RIVER RD	4	0	0
ROANOKE ROAD W	1	2	0
RUTHS CT	1	0	0
SOUTH RONDA DRIVE S	1	0	0
SOUTHFORK DR	1	0	0
STEPSTONE RD. N	1	0	1
STEWART LN	1	0	0
STRAIGHT SHOOT RD	27	5	0
SULLIVAN LN N	1	0	0
TURNER RIDGE RD	2	0	0
VATER RD	6	1	0
WAGNERS FERRY RD	3	0	1
WOLFE RD	1	0	0
WRIGHT ROAD E	1	0	0
TOTALS:	313	103	3



In Re: Simplex Grinnell Contract Renewal at Justice Center

Judge Bertram presented the current Simplex Grinnell Monitoring Service Agreement for the Justice Center, whereby Squire Veirs made a motion to approve the agreement, seconded by Squire Fields, motion carried.



January 5, 2012

RECEIVED
JAN 10 2012
COUNTY JUDGE/EXECUTIVE

Hon. Henry Bertram
Pendleton County Fiscal Court
[illegible]
Falmouth, Kentucky 41040

Dear Mr. Bertram:

Our records indicate your Monitoring Service Agreement services on April 20, 2012. This agreement will automatically renew for the renewal period of April 20, 2012 to April 20, 2013, unless [illegible]

If there are no additional changes to the agreement, Go Call Center, Inc. will proceed on the anniversary date of April 20, 2012 with the renewal. Please sign and return one copy of this letter to us.

Thank you, Mr. Bertram, and Pendleton County Fiscal Court, for your continued patronage with Simplex Grinnell. If you have any questions, please call me at 513-489-0011.

Sincerely,

[illegible]
Service Coordinator
Simplexgrinnell@simplexgrinnell.com

Contract # 1000[illegible] – Pendleton Co Justice Ctr – 730 Ridgeview

Monitoring Maintenance Assessment Renewal Certificate

Renewal Contract Period: May 1, 2012 through April 30, 2013

Renewal Contract Cost: $336.00 Annual Prepaid Year Contract 5/1/12-4/30/2013

Premises Phone #: ( )

On Call Contacts: _____ ( )
_____ ( )
_____ ( )

Authorization: (Please Print) _____

Date: _____
(Signature)

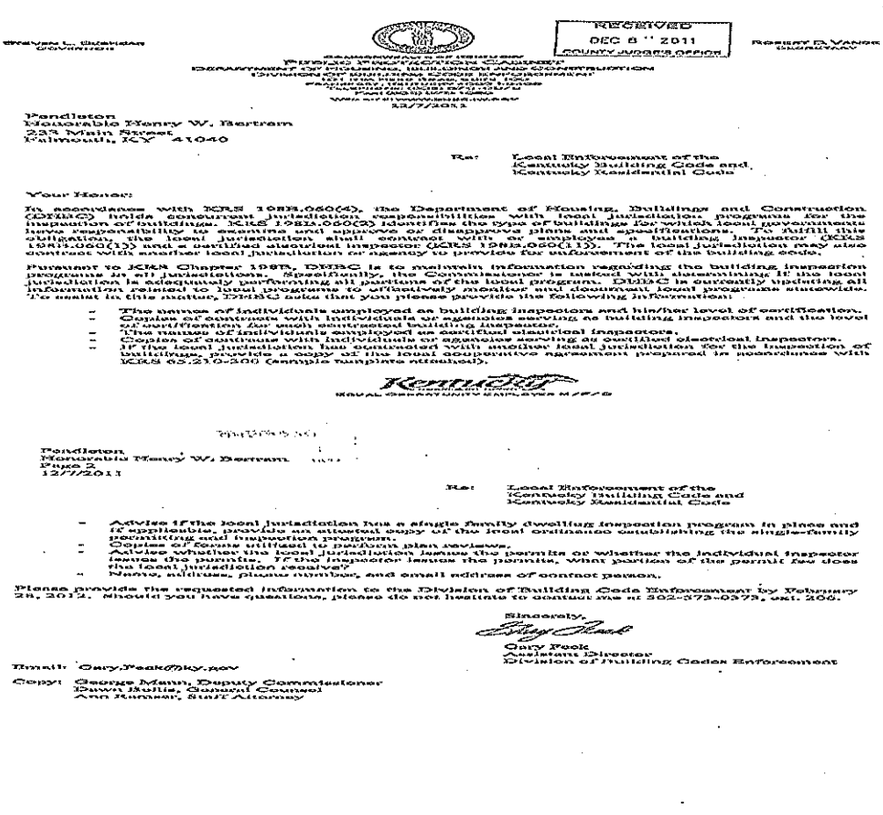
PO # (if applicable) _____

"PLEASE DO NOT SEND PAYMENT. YOUR ACCOUNT IS NOT PAST DUE."

www.simplexgrinnell.com

In Re: Building Code Enforcement Letter

Judge Bertram presented the court with a letter and information regarding the enforcement of local building codes. Judge Bertram stated that this was informational only and that a meeting will be held in the near future to discuss this issue. No action taken.



Steven L. Beshear
Governor

RECEIVED
DEC 8 '' 2011
COUNTY JUDGE'S OFFICE

Robert D. Vance
Secretary

[illegible]
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
[illegible]

12/7/2011

Pendleton
Honorable Henry W. Bertram
235 Main Street
Falmouth, KY 41040

Re: Local Enforcement of the Kentucky Building Code and Kentucky Residential Code

Your Honor:

In accordance with KRS 198B.060(4), the Department of Housing, Buildings and Construction (DHBC) holds concurrent jurisdiction, responsibilities with local jurisdiction programs for the inspection of buildings. KRS 198B.060(2) identifies the type of buildings for which local governments have responsibility to examine and disapprove plans and specifications. To fulfill this obligation, the local jurisdiction shall contract with or employee a building inspector (KRS 198B.060(13)) and a certified electrical inspector (KRS 198B.060(11)). The local jurisdiction may also contract with another local jurisdiction or agency to provide for enforcement of the building code.

Pursuant to KRS Chapter 198B, DHBC is to maintain information regarding the building inspection programs in all jurisdictions. Specifically, the Commissioner is tasked with disseminating if the local jurisdiction is adequately performing all portions of the local program. DHBC is currently updating all information related to local programs to effectively monitor and document local programs statewide. To assist in this matter, DHBC asks that you please provide the following information:

- The names of individuals employed as building inspectors and his/her level of certification.
- Copies of contracts with individuals or agencies serving as building inspectors and the level of certification for each contracted building inspector.
- The number of individuals employed as certified electrical inspectors.
- Copies of contracts with individuals or agencies serving as certified electrical inspectors.
- If the local jurisdiction has contracted with another local jurisdiction for the inspection of buildings, provide a copy of the local agreement prepared in accordance with KRS 65.210-300 (sample template attached).

Kentucky
An Equal Opportunity Employer M/F/D

Pendleton
Honorable Henry W. Bertram
Page 2
12/7/2011

Re: Local Enforcement of the Kentucky Building Code and Kentucky Residential Code

- Advise if the local jurisdiction has a single family dwelling inspection program in place and if applicable, provide an electronic copy of the local ordinance establishing the single-family permitting and inspection program.
- Copies of forms utilized to perform plan reviews.
- Advise whether the local jurisdiction issues the permits or whether the individual inspector issues the permits. If the inspector issues the permits, what portion of the permit fee does the local jurisdiction receive?
- Name, address, phone number, and email address of contact person.

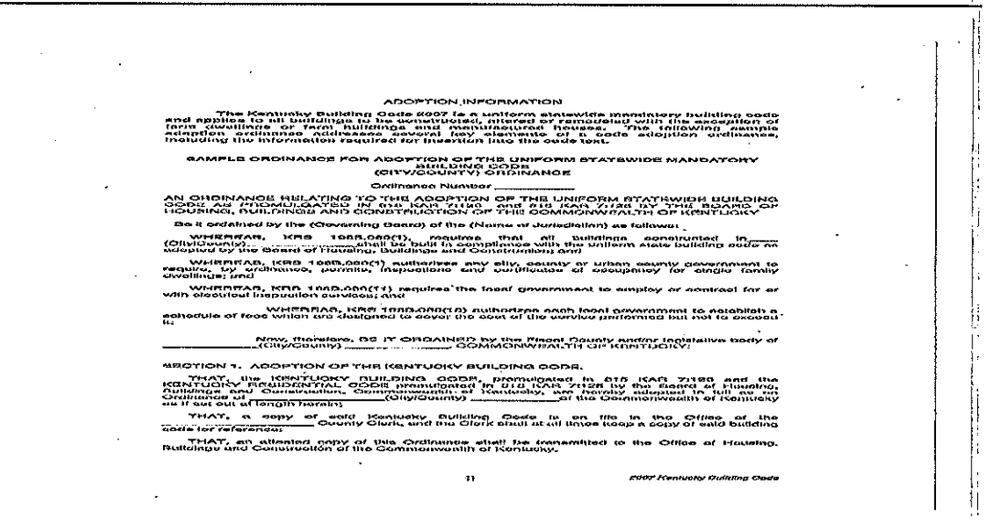
Please provide the requested information to the Division of Building Code Enforcement by February 28, 2012. Should you have questions, please do not hesitate to contact me at 502-573-0373, ext. 366.

Sincerely,

Gary Peek
Assistant Director
Division of Building Codes Enforcement

Email: Gary.Peek@ky.gov

Copy: George Mann, Deputy Commissioner
Dawn Bullis, General Counsel
Ann Ramsey, Staff Attorney



ADOPTION INFORMATION

The Kentucky Building Code 2007 is a uniform statewide mandatory building code and applies to all buildings to be constructed, altered or remodeled with the exception of farm dwellings or farm buildings and manufactured homes. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

SAMPLE ORDINANCE FOR ADOPTION OF THE UNIFORM STATEWIDE MANDATORY BUILDING CODES
(CITY/COUNTY) ORDINANCE

Ordinance Number _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE UNIFORM STATEWIDE BUILDING CODES AS PROMULGATED IN 815 KAR 7:120 AND 815 KAR 7:125 BY THE BOARD OF HOUSING, BUILDINGS AND CONSTRUCTION OF THE COMMONWEALTH OF KENTUCKY

Be it ordained by the (Governing Body) of the (Name of Jurisdiction) as follows:

WHEREAS, KRS 198B.040(1), requires that all buildings constructed in _____ (City/County) _____ shall be built in compliance with the Uniform State Building Codes as adopted by the Board of Housing, Buildings and Construction; and

WHEREAS, KRS 198B.060(1) authorizes any city, county or urban-county government to require, by ordinance, permits, inspections and certification of occupancy for single family dwellings; and

WHEREAS, KRS 198B.060(11) requires the local government to employ or contract for or with electrical inspection services; and

WHEREAS, KRS 198B.060(13) authorizes each local government to establish a schedule of fees which are designed to cover the cost of the services performed but not to exceed it;

Now, therefore, BE IT ORDAINED by the (Fiscal Court) and/or (Legislative) body of _____ (City/County) _____ COMMONWEALTH OF KENTUCKY:

SECTION 1. ADOPTION OF THE KENTUCKY BUILDING CODE.

THAT, the KENTUCKY BUILDING CODE, promulgated in 815 KAR 7:120 and the KENTUCKY RESIDENTIAL CODE promulgated in 815 KAR 7:125 by the Board of Housing, Buildings and Construction, Commonwealth of Kentucky, are hereby adopted in full as an Ordinance of _____ (City/County) _____ of the Commonwealth of Kentucky as if set out at length herein;

THAT, a copy of said Kentucky Building Code is on file in the Office of the _____ County Clerk, and the Clerk shall at all times keep a copy of said building code for reference;

THAT, an attested copy of this Ordinance shall be transmitted to the Office of Housing, Buildings and Construction of the Commonwealth of Kentucky.

11 2007 Kentucky Building Code

SECTION 2. DESIGNATED ENFORCEMENT OFFICER.

THAT, _____ (Office) _____, shall be designated as the local enforcement agent/agency for said Kentucky Building Code. All building code inspections shall be performed by persons certified by the Kentucky Office of Housing, Buildings and Construction. All electrical inspections shall be performed by a state certified electrical inspector specifically approved by this jurisdiction.

SECTION 3. BUILDING INSPECTION PROGRAM.

THAT, pursuant to KRS 198B.060(8), a building inspection program is hereby established in _____(City-County)_____ for application to all buildings. Local jurisdictions may adopt by ordinance detached single family dwellings as provided in the adopted codes.

SECTION 4. PERMITS AND FEES.

THAT, the fees for permits and inspections shall be as provided for in the attached schedule.

SECTION 5. INCONSISTENT ORDINANCES REPEALED.

THAT, all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6. EFFECTIVE DATE.

THAT, this resolution shall take effect and be in full force when passed, published and recorded according to law.

_____
COUNTY JUDGE/EXECUTIVE OR MAYOR

ATTEST:

_____
CITY/COUNTY CLERK

_____
DATE PASSED

AGREEMENT BETWEEEN
_____
AND
_____

WHEREAS, Chapter 65 of the Kentucky Revised Statutes permits local governmental units to cooperate with other local governmental units to provide services that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, _____ has approved, by ordinance, resolution or otherwise pursuant to law (copy attached), entering into an agreement with _____ to carry out inspection and plan reviews in compliance with 185 KAR 7:120 Kentucky Building Code and 815 KAR 7:125 Kentucky Residential Code as granted by Expanded Jurisdiction Agreement with the Department of Housing, Buildings and Construction (DHBC) pursuant to KRS 198B.060(5).

WHEREAS, _____ has approved, by ordinance, resolution or otherwise pursuant to law (copy attached), entering into an agreement with _____ to carry out inspection and plan reviews in compliance with 815 KAR 7:120 Kentucky Building Code and 815 KAR 7:125 Kentucky Residential Code as granted by Expanded Jurisdiction Agreement with the DHBC pursuant to KRS 198B.060(5).

WHEREAS, This Agreement will be submitted to the Department for Local Government (DLG) for approval in compliance with KRS 65.260(2) and to the DHBC for approval in compliance with KRS 65.300. The DLG and DHBC have 60 days to review the Agreement. Failure by either the DLG or DHBC to disapprove the Agreement within the 60 days constitutes an Agreement on behalf of that Department.

SECTION 1

This Agreement is entered into this _____ day of _____, 20___, between _____ and _____.

SECTION 2

The parties agree that the department/board/ administrator for the city/county of _____ shall be responsible for the building inspections and plan review duties approved and granted by DHBC in accordance with executed Expanded Jurisdiction Agreement within the jurisdiction of both local government parties.

SECTION 3

The parties agree that _____ shall collect all applicable fees for the provision of services stated herein and that _____ will not receive any portion of the fees. _____ is responsible for maintaining a budget to provide the services set forth herein.

SECTION 4

This Agreement shall not be effective until a certified copy is filed with the Secretary of State and with the county clerk of any county affected by this agreement. _____ shall be responsible for filing a certified copy with the Secretary of State and county clerk following the approval period for DLG and DHBC.

This Agreement shall remain in effect for the duration of the approved Expanded Jurisdiction local program or until terminated with 90 day written notice by either party submitted to DHBC and the non-terminating party.

County/City of _____

By:_____

County/City of _____

By:_____

APPROVED AS TO LEGALITY AND FORM:

By: _____

In Re: Butler Sewer Resolution

Judge Bertram informed the court that The Department For Local Government does not want this document in resolution form but rather in Ordinance form, Bill Mitchell is working with DLG on this issue. No Action taken.

RESOLUTION No._____

PENDLETON COUNTY FISCAL COURT

A resolution of and by the Pendleton County Fiscal Court 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, radio read water meters throughout the city and sewer line extensions, and**

WHEREAS, **the sewer plant redevelopment includes the acquisition of property adjacent to the existing sewer plant to be used for new drying beds, and**

WHEREAS, **KIA requires the county to administer this grant and project,**

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

1. **Provide administration of the KIA grant and project to include the redevelopment of the city of Butler sewer plant, installation of radio read water meters throughout the city and construction of additional line extensions as funding will allow.**
2. **Give ownership of the newly acquired drying beds property to the city of Butler as part of the regional sewer project.**

Done during the regularly scheduled meeting of the Pendleton County Fiscal Court _____2012. This resolution shall become effective upon adoption.

Henry Bertram, Judge Executive **Fiscal Court Clerk**

In Re: Homeland Security Grant

Mike Moore presented information to the court regarding a Homeland Security Grant regarding funds for implementing Narrow Band Radio mandate which will take effect on January 1, 2013. Mike explained how important it is that all emergency agencies within the county be on board with this change, when the dispatch center makes the change anyone who does not have an updated radio will not be able to communicate with dispatch or anyone else that has updated their systems.

Squire Whaley made a motion approving a resolution authorizing the Judge/Executive to make application and upon approval enter into an agreement with the Kentucky Office Homeland Security, to execute any documents which are deemed necessary by KOHS to facilitate and administer the project and to act as the authorized correspondent for this project, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court

RESOLUTION _____

County of Pendleton

A RESOLUTION OF THE COUNTY OF PENDLETON FISCAL COURT, KENTUCKY AUTHORIZING THE JUDGE/EXECUTIVE TO MAKE APPLICATION FOR AND, UPON APPROVAL, TO ENTER INTO AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY KOHS TO FACILITATE AND ADMINISTER THE PROJECT AND TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT.

WHEREAS, Pendleton County, Kentucky desires to make an application for United States Department of Homeland Security and/or Commonwealth of Kentucky funds for a project to be administered by Kentucky Office of Homeland Security;

WHEREAS, it is recognized that an application for and approval of Kentucky Office of Homeland Security funds impose certain obligations and responsibilities upon the county;

NOW, THEREFORE, be it resolved this 24 day of January 2012, by the Pendleton County Fiscal Court as follows:

The Judge/Executive is hereby authorized to execute and furnish all required documentation, including a memorandum of agreement, as may be required by KOHS for the furtherance of the above-referenced project and to act as the authorized correspondent for said project.

Done this _____ day of _____ 2012 on a Motion made by _____ and seconded by _____.

Members present voting in Favor: _____

Members Present voting against: _____

BY: _____
Judge/Executive

ATTEST: _____
Clerk

Grant Terms and Conditions
NOTE: The grant terms and conditions must be submitted with grant application

1. ***Allowable Costs:*** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars and the (1) *Joint U.S. Department of Homeland Security, Grant Program Guidance and Application Kit.*

2. ***Americans with Disabilities Act of 1990 (ADA):*** The sub grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

3. ***Applicable Federal Regulations:*** The Sub grantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions and; A-122 Cost Principles for Non-Profit Organizations.

4. ***Audit Requirements:*** The sub grantee agrees to comply with the requirements of OMB Circular A-133.
   Audit Threshold:
   - *Non-Federal* entities that expend $500,000 *or more in federal funds (from* all sources including pass-through) sub awards in the *organizational fiscal* year that have a single expenditure wide audit conducted in accordance with the provisions of OMB Circular A-133;
   - *Non-Federal* entities that expend less than $500,000 a year in federal awards are exempt *from federal audit* requirements for that year. Records must be available for review or audit by appropriate officials including KOHS, the federal agency, and the General Accounting Office.

   Audit Due Date: Audits are due to KOHS no later than nine (9) months after the close of each fiscal year during the term of the award, *Audit completion. It is mandatory* that a corrective action plan, or similar, be prepared at the end of each audit period stating that the sub grantee has not expended the amount of federal funds that would require a compliance audit.

5. ***Availability of Federal Funds:*** This grant award is contingent upon availability of federal funds appropriated by Congress.

6. ***Bidding Requirements:*** The sub grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable. On any items, including those bids in the aggregate, whose total cost is less than $5,000, the bids do not have to be submitted to the KOHS for review and approval but adequate documentation must be maintained in the sub grantee's files. On any items, including those bids in the aggregate, whose total cost is $5,000 or more, bids must be submitted to KOHS, if requested.

7. ***Bondings:*** It is strongly recommended that all subunits (awarded) on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

8. ***Civil Rights Compliance and Penalties or Findings:*** The sub grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Nondiscrimination Regulations, 28 CFR Parts 42, Subparts C,D,E, and G; and Department of Homeland Security's regulations on disability discrimination, 28 CFR Part 54 and 59. In the event a Federal or State Court, Federal or State administrative agency, or the sub grantee or Commerce makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the sub grantee will forward a copy of the findings to KOHS who will, in turn, submit the findings to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.

9. ***Closed-Captioning of Public Service Announcements:*** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

10. ***Compliance Agreement:*** The sub grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by KOHS. Failure to comply may result in a "Stop Payment" being placed on the grant.

11. ***Compliance with Section 504 of the Rehabilitation Act of 1973 (Clarification needed):*** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the sub grantee must not discriminate on the basis of disability in its employment practices, and must ensure that its services, programs, or activities do not discriminate on the basis of disability. Section 504 of the Rehabilitation Act of 1973 broadly gives consumers that are otherwise qualified handicapped persons a right to participate in, be denied the benefits of, or be subject to discrimination, under any program or activity receiving federal financial assistance. Furthermore, no otherwise qualified handicapped person shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity that receives or benefits from federal financial assistance. The recipient agrees to will ensure that compliance of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub grantees, contractors, subcontractors, assignees or successors.

12. ***Confidential Information:*** Any reports, information, data, etc., given to, prepared or assembled by the sub grantee under this grant for which KOHS requests it to be kept confidential shall not be made available to any individual or organization by the sub grantee without prior written approval of KOHS.

13. ***Conflict Of Interest:*** No official nor other officials connected with this grant shall adhere to the requirements given below:
   Officer: No officer or employee of a state or unit of local government or of any governmental *or private* grantee shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in

which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

   Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/sub grantees shall avoid any action which might result in, or create the appearance of the following:
   - Using his or her official position for private gain;
   - Giving preferential treatment to any person;
   - Losing complete independence or impartiality;
   - Making an official decision outside official channels; and/or
   - Adversely affecting the confidence of the public in the integrity of the government or the program.

14. ***Consultants:*** Billing for consultants who are individuals must include as a minimum: a description of services, dates of services, number of hours of consultant time, consultant rate of pay, and travel and per diem if not otherwise performed. Individual consultant rates must be within the prevailing rate, not to exceed the maximum of $450.00 per day.

15. ***Condemnation:*** The applicant agrees that if the requested project is funded construction is not permitted.

16. ***Contract Requirements:*** The applicant agrees that no manner or agreement may be entered into by the sub grantee for execution of project activities or provision for services in a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not competent in the approved application. Any such arrangements will provide that the sub grantee will retain ultimate control and responsibility for the project and that the agreement will be bound by these conditions as well as the sub grantee.

17. ***Data Collection:*** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

18. ***Debarment Certification:*** With the signing of the grant application, the sub grantee agrees to comply with Federal Debarment and Suspension regulations, pursuant to the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" form.

19. ***Deobligation of Grant Funds:*** All grants must be deobligated within *forty-five* (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by KOHS.

20. ***Disclosure of Federal Participation:*** In compliance with Section 403 of Public Law 103-141, the subgrantee agrees that an amount of the award shall be used to finance the acquisition of goods and services (including construction services) for the project, unless the subgrantee agrees to the following:
   - Identify in any announcement or the awarding of the contract for the procurement of the goods and services involved (including construction) the amount of federal funds that will be used to finance the acquisition and
   - Express the percentage of the total cost of the procurement (which is the percentage of the total cost of the planned acquisition, which is equivalent to the percentage of federal funds that will be used to finance the acquisition).

   The above requirements only apply as a prerequisite for grants in excess (including construction services) that has an aggregate value of $500,000 or more.

21. ***Drug-Free Workplace Certification:*** This Certification is required by federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in January 31, 1989, Federal Register, require certification by state agency sub grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when KOHS determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.

22. ***Environmental:*** Recipients shall comply with all applicable Federal, State, and local environmental regulations. (EIS) requirements and shall provide any information requested by KOHS, to assure compliance with applicable laws, executive orders and regulations governing Federal funding. Recipient shall not undertake any project having the potential to impact EJSE resources without the prior approval of FEMA, including but not limited to communications towers, physical security, plowing, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities are during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

23. ***Equipment:*** The subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the Kentucky Office of Homeland Security." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logo of the Kentucky Office of Homeland Security and U.S. Department of Homeland Security.

24. ***Equal Employment Opportunity:*** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any grants awarded pursuant to the Act governing these funds or any project, program, activity or sub grant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Regulation 28 CFR Part 50; and the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Executive Order 11246 (EEO), which mandates that sub grantees of federally assisted construction agreements have an Equal Employment Opportunity Program (EEOP) which must be approved by the granting agency, if applicable. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Pursuant to Department of Labor Regulations (41 CFR Part 60-1.4(a)(2)), the Subgrantee agrees that in the event a Federal or State Court, or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to KOHS.

25. ***Financial Responsibility:*** The financial responsibility of sub grantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
   - Accounting records should provide information adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
   - Insofar as accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
   - The accounting system should provide accurate and current financial reporting information; and,
   - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

26. ***Fiscal Requirements:*** The applicant assures that it will comply and all its sub grantees and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FY 2008 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.

27. ***Fraud:*** The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a grant or other form of assistance, or which are in the possession, custody or control of any person entrusted by the federal government with such funds, assets or property, shall be subject to the penalties set forth in Section 1001 of Title 18, United States Code. Any program or project which involves all or some of the funds, assets or property received, expended or used under this application or any award requested by the applicant, to be subject to the provisions of Section 371 of Title 18, United States Code.

28. ***Interest and Other Program Income:*** The applicant agrees to be accountable for all interest or other income earned by the subgrantee with regard to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantee participation in the program. The law or planned use of all program income must have prior written approval from KOHS.

29. ***Incomplete Equipment:*** Any award resulting from this application, including data or video communication equipment or systems, including sites or video interoperability equipment or projects, shall be presented for review and must be approved by the Governor's Executive Branch Video Teleconferencing Committee (EBVTC). The EBVTC shall forward the request to the Chief Information Officer of the Commonwealth Office of Technology (COT) and the Executive Director of the Kentucky Office of Homeland Security for review and approval. It is a condition of the acceptance of any award resulting from this application that all communications of the EBVTC, as approved by the Chief Information Officer for COT and the Executive Director of KOHS, will be accepted and implemented by your agency prior to the commencement of the project addressed in your award agreement.

30. ***Legal Actions:*** The applicant agrees that should the Kentucky Office of Homeland Security determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and have the case heard in either state or federal court in Franklin County, Kentucky.

31. ***National Energy Policy:*** Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the (V) 2008 LHSS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:
   - None of the funds made available shall be used to contravene or the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. seq.), or sections A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
   - None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC 13212).

32. ***Non-Supplanting Agreement:*** The subgrantee shall not use grants funds or applicant cash or in-kind funds or other resources that would otherwise have been made available for the program. Possibly of a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

33. ***Obligation of Grant Funds:*** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by KOHS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no less than 45 calendar days after the end of the grant period.

34. ***Performance:*** This grant may be terminated or final payments discontinued by KOHS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or implement promulgated, including these grant conditions or other obligations

established by KOHS. [illegible]

35. *Personnel Costs:* [illegible]

36. *Political Activity:* [illegible]

37. *Project Implementation:* [illegible]

38. *Property Control:* [illegible]

39. *Publications:* [illegible]

40. *Records:* [illegible]

41. *Recording and Documentation of Receipts and Expenditures:* [illegible]

42. *Reports:* [illegible]

43. *Retention of Records:* [illegible]

44. *Suspension or Termination of Funding:* [illegible]

45. *Travel Costs:* [illegible]

46. *Utilization and Payment of Grant Funds:* [illegible]

47. *Utilization of Minority Businesses:* [illegible]

48. *Written Approval of Changes:* [illegible]

Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters and Drug-Free Workplace Requirements

[illegible]

1. Lobbying [illegible]

2. Debarment, Suspension, and Other Responsibility Matters [illegible]

3. Drug-Free Workplace [illegible]

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

____
Name *Please type or print*

____
Title *Please type or print*

____
Agency

____
Mailing Address

____
City, State, ZIP

__(_____)__________________
Phone

__(_____)__________________
Fax

____
Email Address

____
Signature

	Grant Funding	Additional Funds Needed
Northern Pendleton	$3,769.90	$13,149.90
Pendleton Co Ambulance	$1,931.50	$11,382.66
County (Fiscal Court)	$10,586.64	$9,229.53
Falmouth	$10,983.58	$7,427.12
Search and Rescue	$254.00	$3,980.00
Butler Police	$3,313.91	$2,485.32
Butler FD	$576.00	$345.00
Constables	$128.00	$0.00
Sheriff's Office	$494.00	$0.00
	$32,037.53	$46,999.53

Department	Mobile Radio	Handheld Radio	Base Unit	Pagers	Quantity	Prog/Replace	Ea	Cost	Grant	Funding Needed
Animal Control	CDM1250				1	Program	28	28.00	$0.00	$28.00
Animal Control		HT1250			1	Program	22	22.00	$0.00	$22.00
								Total	$0.00	$50.00
911 Dispatch	CDM 1250				1	Program	28	28.00	$28.00	
911 Dispatch		HT1000			1	Program	22	22.00	$22.00	
911 Dispatch		HT1250			1	Program	22	22.00	$22.00	
911 Dispatch			Motorola Radius GM 300		7	Replace	1098.58	7690.06	$7,690.06	
911 Dispatch			Motorola Radius GM 50		1	Replace	1098.58	1098.58	$1,098.58	
911 Dispatch			MTR2000 (Repeaters)		10	Program	95	950.00	$950.00	
								Total	$9,810.64	$0.00
EMA	CDM1250				3	Program	28	84.00		$84.00
EMA	VERTEX 2000U				1	Program	28	28.00		$28.00
EMA	VERTEX 2000V				1	Program	28	28.00		$28.00
EMA	VERTEX 2500V				1	Program	28	28.00		$28.00
EMA		Kenwood TK-272G			1	Replace	742.66	742.66		$742.66
EMA		Kenwood TK-270G			1	Replace	742.66	742.66		$742.66
EMA		Vertex 180			2	Program	22	44.00		$44.00
EMA		Kenwood TK-2170			2	Program	22	44.00		$44.00
EMA		HT 600			6	Replace	742.66	4455.96		$4,455.96
EMA		HT1250			4	Program	22	88.00		$88.00
EMA				Minitor V	1	Program	15	15.00		$15.00
								Total	$0.00	$6,300.28
Jailer's Office	Vertex VX2500V				5	Program	28	140.00	$140.00	
Jailer's Office		Vertex VX180			3	Program	22	66.00	$66.00	
								Total	$206.00	$0.00

Judge's Office		HT1250			2	Program	22	44.00		$44.00
								Total		$44.00
Road Dept	CDM750				16	Program	28	448.00		$448.00
Road Dept	MAXTRAC				3	Replace	771.75	2315.25		$2,315.25
Road Dept		HT1250			1	Program	22	22.00		$22.00
Road Dept			PM400		1	Program	50	50.00		$50.00
								Total	$0.00	$2,835.25
						Mobil Radio Installation			$570.00	
								Grand Total	$10,586.64	$9,229.53

Department	Mobile Radio	Handheld Radio	Base Unit	Pagers	Qty	Prog/Replace	Ea	Cost	Grant	Funding Needed
Butler FD	CDM 1250				8	Program	28	224.00	$224.00	
Butler FD		HT1250			16	Program	22	352.00	$352.00	
Butler FD				Minitor V	23	Program	15	345.00		$345.00
								Total	$576.00	$345.00

Department	Mobile Radio	Handheld Radio	Repeater	Pagers	Qty	Program/Replace	Ea	Cost	Grant	Funding Needed
Butler Police	GTE Monogram				2	Replace	771.75	1543.50	$1,543.50	
Butler Police	Motorola Radius GM300				1	Replace	771.75	771.75	$771.75	
Butler Police		Motorola Radius P-110			3	Replace	742.66	2227.98	$742.66	$1,485.32
Butler Police		Kenwood TK280			3	Program	22	66.00	$66.00	
Butler Police			Kenwood TK880H		2	Program	95	190.00	$190.00	
								Total	$3,313.91	$1,485.32

Department	Mobile Rad	Handheld	Base Unit	Pagers	Qty	Prog/Rep	Ea	Cost	Grant	Funding Needed
Falmouth FD	MAXTRAC				3	Replace	771.75	2315.25	$2,315.25	
Falmouth FD	Radius				2	Replace	771.75	1543.50	$1,543.50	
Falmouth FD	CDM1250				5	Program	28	140.00	$140.00	
Falmouth FD		HT1000			5	Program	22	110.00	$110.00	
Falmouth FD		HT1250			10	Program	22	220.00	$220.00	
Falmouth FD			MAXTRAC		1	Replace	1098.58	1098.58	$1,098.58	
Falmouth FD				Minitor V	34	Program	15	$10.00		$510.00
								Total	$5,427.33	$510.00
Falmouth PD	MAXTRAC				7	Replace	771.75	$402.25	$5,402.25	
Falmouth PD		HT750			7	Program	22	154.00	$154.00	
								Total	$5,556.25	$0.00
Public Works		Radius CP200			5	Program	22	110.00		$110.00
Public Works		HT1000			7	Program	22	154.00		$154.00
Public Works		HT 90			2	Replace	742.66	1485.32		$1,485.32
Public Works		GT200			4	Replace	742.66	2970.64		$2,970.64
Public Works			Radius SM50		2	Replace	1098.58	2197.16		$2,197.16
								Total	$0.00	$6,917.12
								Grand Total	$10,983.58	$7,427.12

Department	Mobile Radio	Handheld Radio	Base Unit	Repeater	Pagers	Qty	Prog/Replac	Ea	Cost	Grant	Funding Needed
Northern Pendleton Fire Dept	CDM1250					10	Program	28	280.00	$280.00	
Northern Pendleton Fire Dept	CDM1250LS					2	Program	28	56.00	$56.00	
Northern Pendleton Fire Dept		HT1250				20	Program	22	440.00	$440.00	
Northern Pendleton Fire Dept		HT1000				10	Program	22	220.00	$220.00	
Northern Pendleton Fire Dept		GE Master				2	Replace	742.66	1485.32	$1,485.32	
Northern Pendleton Fire Dept		GE Ericsson				14	Replace	742.66	10397.24		$10,397.24
Northern Pendleton Fire Dept		GE MVP				1	Replace	742.66	742.66		$742.66
Northern Pendleton Fire Dept				Radius GR500		2	Program	95	190.00	$190.00	
Northern Pendleton Fire Dept			Maxtrac			1	Replace	1098.58	1098.58	$1,098.58	
Northern Pendleton Fire Dept					Minitor IV	3	Replace	560	1680.00		$1,680.00
Northern Pendleton Fire Dept					Minitor V	22	Program	15	330.00		$330.00
									Total	$3,780.90	$13,140.90

Department	Mobile Radio	Handheld Radio	Base Unit	Pagers	Qty	Prog/Replace	Ea	Cost	Grant	Funding Needed
Pendleton Co. Ambulance	CDM1250				6	Program	28	168.00	$168.00	
Pendleton Co. Ambulance	MAXTRAC				2	Replace	771.75	1543.50	$1,543.50	
Pendleton Co. Ambulance		AAM79KTD9PWSAN			1	Replace	742.66	742.66		$742.66
Pendleton Co. Ambulance		HT1250			10	Program	22	220.00	$220.00	
Pendleton Co. Ambulance				Minitor III	19	Replace	560	10640.00		$10,640.00
								Total	$1,931.50	$11,382.66

Department	Mobile Radio	Handheld Radio	Base Unit	Pagers	Quantity	Program/Replace	Ea	Cost	Grant	Additional Funding Needed
Pendleton Co Constable #1	Kenwood TK-7160				1	Program	28	28.00	$28.00	
Pendleton Co Constable #1	Kenwood TK-8160				1	Program	28	28.00	$28.00	
Pendleton Co Constable #1		Kenwood TK-2170			1	Program	22	22.00	$22.00	
Pendleton Co Constable #3	Kenwood TK-780				1	Program	28	28.00	$28.00	
Pendleton Co Constable #3		Kenwood TK-2160			1	Program	22	22.00	$22.00	
								Total	$128.00	$0.00

Departments	Mobile Radio	Handheld Radio	Base Unit	Pagers	Qty	Prog/Replace	Fee	Cost	Grant	Funding Needed
SAR	CDM1250				2	Program	28	56.00	$56.00	
SAR		HT1250			7	Program	22	154.00	$154.00	
SAR		HT750			2	Program	22	44.00	$44.00	
SAR				Minitor III	7	Replace	560	3920.00		$3,920.00
				Minitor V	4	Program	15	60.00		$60.00
								Total	$254.00	$3,980.00

Departments	Mobile Radio	Handheld Radio	Base Unit	Pagers	Qty	Prog/Replace	Fee	Cost	Grant	Funding Needed
Sheriff Dept.	CDM1250				2	Program	28	56.00	$56.00	
Sheriff Dept.	Vertex VX2200				5	Program	28	140.00	$140.00	
Sheriff Dept.	Vertex VX3500				1	Program	28	28.00	$28.00	
Sheriff Dept.	Vertex VX5500				1	Program	28	28.00	$28.00	
Sheriff Dept.		HT1250			6	Program	22	132.00	$132.00	
Sheriff Dept.		Vertex VX160			5	Program	22	110.00	$110.00	
								Total	$494.00	$0.00

In Re: Fiscal Court Contract with Three Rivers

Judge Bertram presented the court with a copy of a contract with Three Rivers Health Department to provide services to the county. Squire Veirs made a motion to approve this contract as presented, seconded by Squire Fields, motion carried.

Three Rivers District Health Department
& Home Health Agency
510 South Main Street
Owenton, Kentucky 40359
PH: (502) 484-3412
FAX: (502) 484-0864

RECEIVED
MAY 31 2011
COUNTY JUDGE'S OFFICE

May 27, 2011

Judge Bertram
Pendleton County Fiscal Court
Courthouse Room 4
233 Main Street
Falmouth, KY 41040

Dear Judge Bertram,

Please find enclosed two copies of the current fiscal year 2011-2012 Service Agreements. *Please sign both copies and return copy in the enclosed return envelope addressed to the attention of Michelle Wilburn.* Additionally, copies of the health department voucher for services form and information regarding the vaccines are enclosed.

- Services provided at the health department require a voucher to be presented by the employee from their respective agency at the time of service(s).
- If an employee presents for a service without a TRDHD voucher for services from their employer, the service(s) may be declined.

A Health Insurance Portability and Accountability Act (HIPAA) approved Business Associate Agreement "BAA" is also enclosed for your signature. Please sign and return along with the service agreements. A copy will be maintained on file at the Health Department. If you would like a copy of the BAA, please submit a request when returning the executed agreement(s).

Three Rivers District Health Department will administer the contracted services at your agency, another designated site, or employees may go to the local health department.

- To schedule the off-site services, please contact Denise Bingham or Debbie Jones at (502) 484-3412.
- For employees who will be presenting at the health department for services, please contact the local health department in your county; Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985.
- For questions about the Agreement, please contact Michelle Wilburn or Amy Young at (502) 484-3412.

Also available will be post vaccination serologic testing for immunity following Hepatitis B vaccines. This will include a blood draw (Hepatitis B surface antigen) that will be sent to a contracted lab for actual testing. The service will be available for $25.00 per employee. The post testing will be performed two (2) months after the third does of Hepatitis B vaccine is administered.

Sincerely,

R. Michelle Wilburn
Administrative Supervisor

GALLATIN CO. HEALTH CENTER ph: (859) 567-2844 | OWEN CO. HEALTH CENTER ph: (502) 484-5736 | CARROLL CO. HEALTH CENTER ph: (502) 732-6641 | PENDLETON CO. HEALTH CENTER ph: (859) 654-6985

CH-52 LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

CONTRACT CODE 35

THIS CONTRACT, between PENDLETON COUNTY FISCAL COURT

(First Party) COURTHOUSE ROOM 4
233 MAIN STREET

FALMOUTH, KY 41040

and THREE RIVERS DISTRICT HEALTH DEPARTMENT
Health Department

(Health Department) 510 S. MAIN STREET

OWENTON, KY 40359

is effective July 1, 2011 and ends June 30, 2012.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), PPD (Mantoux TST skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of the First Party;

2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;

3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;

4. To provide the agreed services at the Pendleton County Health Center or another designated site;

5. To document all medical information and with a signed release provide this information to the First Party;

6. To ensure confidentiality of all medical services provided;

7. To bill the First Party as follows:

Hepatitis A vaccine	$ 60.00 per dose
Hepatitis B vaccine	60.00 per dose
Tetanus-diphtheria (Td)	35.00
Measles, Mumps, Rubella (MMR)	66.00
TB Assessment (no TB skin test)	20.00
TB Assessment (skin test & reading)	25.00

1

CH-52 LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

8. To provide all services in accordance to the Administrative References for Local Health Departments in Kentucky, Kentucky Public Health Practice Reference, Three Rivers District Policies & Procedures, state and federal laws;

9. To promise that services are provided by qualified/certified employees or agents of the health department.

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CH-52 LOCAL HEALTH DEPARTMENT CONTRACT TO PROVIDE SERVICES

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HHH's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on Limited English Proficient (LEP) persons because such conduct constitutes national-origin discrimination. On August 11, 2000, Executive Order 13166 was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

3

1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, monthly within thirty (30) days, payable upon receipt of appropriate billing.

2) The total payments made under the terms of this contract shall not exceed $5,000.00.

3) Contracts of $10,000 or greater shall not become effective until the Department for Public Health has reviewed the contract as evidenced by the signature of an authorized officer of the Department for Public Health on the attached Contractor Information Page. (ALL contracts regardless of amount are to be maintained by the health department.)

4) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).

5) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.

6) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

_____ _____
(SIGNATURE OF AUTHORIZED AGENT) Date
Pendleton County Fiscal Court

HEALTH DEPARTMENT:

_____ _____
(SIGNATURE OF AUTHORIZED AGENT) Date

THREE RIVERS DISTRICT HEALTH DEPARTMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective on this the _____ day of _____,2011, ("Effective Date"), is entered into by and between _____ (the "Business Associate") and Three Rivers District Health Department, with an address at 310 S. Main Street, Owenton KY. (the "Covered Entity") (each a "Party" and collectively the "Parties").

The Business Associate is a _____. The Covered Entity is a district health department contracted by the Department for Public Health of the Commonwealth of Kentucky, in accordance with KRS Chapter 211, to share the responsibility with the Department for Public Health to implement and administer the public health laws of the Commonwealth.

The Parties entered into a Service Agreement (the "Contract") on the 1st day of July, 2011, under which the Business Associate may use and/or disclose Protected Health Information in its performance of the Services described in the Contract. This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by Covered Entity to Business Associate, or created or received by the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of their Contract and after its termination. The Parties agree as follows:

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of the Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

WHEREAS, Business Associate agrees to collect and destroy any and all recyclable material produced by the Covered Entity, and is to assume responsibility for these documents upon receipt; and

THEREFORE, in consideration of the Parties' continuing obligations under the Contract, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Services. Pursuant to the Contract, Business Associate provides services ("Services") for the Covered Entity that involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Contract, , provided that such use would not violate the Privacy and Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1(e), (ii) as directed by the Covered Entity, or (iii) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 1.2(b) below, provided that such disclosure would not violate the Privacy or Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

a. Use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to the Covered Entity, in writing, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

a. Shall use and disclose the Protected Health Information only in the amount minimally necessary to perform the services of the Contract, provided that such use or disclosure would not violate the Privacy and Security Regulations if done by the Covered Entity.

b. Shall immediately report to the designated Privacy Officer of the Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this Agreement of which Business Associate.

c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to the Covered Entity.

d. Use appropriate administrative, technical and physical safeguards to maintain the privacy and security of the Protected Health Information and to prevent uses and/or disclosures of such Protected Health Information other than as provided for in this Agreement.

e. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this Agreement.

f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of Health and Human Services for purposes of determining the Covered Entity's compliance with the Privacy Regulation.

g. Upon prior written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity to determine the Business Associate's compliance with the terms of this Agreement.

h. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure. To the extent that Business Associate maintains PHI in an electronic health record, Business Associate shall maintain an accounting of Disclosure for treatment, payment, and health care operations purposes for three (3) years from the date of Disclosure. Notwithstanding anything to the contrary, this requirement shall become effective upon either of the following: (a) on or after

January 1, 2014, if Business Associate acquired electronic health record before January 1, 2009; or (b) on or after January 1, 2011 if Business Associate acquired an electronic health record after January 1, 2009, or such later date as determined by the Secretary.

i. Subject to Section 4.5 below, return to the Covered Entity or destroy, at the termination of this Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this Agreement shall mean without limitation the destruction of all backup tapes).

j. Disclose to its subcontractors, agents, or other third parties, and request from the Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

k. Business Associate agrees to immediately report to the Covered Entity any security incident involving the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic Protected Health Information or interference with systems operations in an information system that involves Covered Entity's electronic Protected Health Information. An attempted unauthorized access, for purposes of reporting to the Covered Entity, means any attempted unauthorized access that prompts Business Associate to investigate the attempt, or review or change its current security measures. The parties acknowledge that the foregoing does not require Business Associate to report attempted unauthorized access that results in Business Associate: (i) investigating but merely reviewing and/or noting the attempt, but rather requires notification only when such attempted unauthorized access results in Business Associate conducting a material and full-scale investigation (a "Material Attempt"); and (ii) continuously reviewing, updating and modifying its security measures to guard against unauthorized access to its systems, but rather requires notification only when a Material Attempt results in significant modifications to Business Associate's security measures in order to prevent such Material Attempt in the future.

l. Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information (EPHI) that it creates, receives, maintains, or transmits on behalf of the covered entity as required by 45 CFR part 164.308/310/312 & 164.314.

m. Business Associate agrees that any EPHI it acquires, maintains or transmits will be maintained or transmitted in a manner that fits the definition of secure PHI as that term is defined by the American Recovery and Reinvestment Act of 2009 (ARRA) and any subsequent regulations or guidance from the Secretary of the Department of Health and Human Services (DHHS) promulgated under ARRA.

n. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it as required by 45 CFR part 164.308/310/312 & 164.314.

o. The Business Associate agrees to immediately notify the Covered Entity of any breach of unsecure PHI as that term is defined in the ARRA and any subsequent regulations and/or guidance from the Secretary of DHHS. Notice of such a breach shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. Business Associate further agrees to make available in a reasonable time and manner any information needed by Covered Entity to respond to individuals' inquiries regarding said breach.

p. Business Associate agrees to indemnify the Covered Entity for the reasonable cost to notify the individuals whose information was the subject of the breach and for any cost or damages, including attorney fees or fines, incurred by Covered Entity as a result of the breach by Business Associate, including but not limited to any identity theft related prevention or monitoring costs.

q. Business Associate agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Contract made applicable to Business Associate by the ARRA on the applicable effective date as designated by ARRA and any subsequent regulations promulgated under ARRA and/or guidance thereto.

2.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:

a. To inform the Business Associate of any changes in the form of notice of privacy practices (the "Notice") that the Covered Entity provides to individuals pursuant to 45 CFR §164.520, and provide, upon request, the Business Associate a copy of the Notice currently in use.

b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to the Covered Entity by individuals pursuant to 45 CFR §164.508.

c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of the Covered Entity pursuant to 45 CFR §164.514(f).

d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of the Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 CFR §164.522 agreed to by the Covered Entity.

ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.3 Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that Business Associate maintains Protected Health Information received

from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set, the Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by the Covered Entity, provide access to the Protected Health Information to the Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 CFR §164.524.

b. At the request of, and in the time and manner designated by the Covered Entity, make any amendment(s) to the Protected Health Information that the Covered Entity directs pursuant to 45 CFR §164.526.

2.4 Additional Responsibilities of the Covered Entity. The Covered Entity hereby agrees to do the following:

a. Notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 CFR §164.524 and the time, manner, and form in which the Business Associate shall provide such access, if Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set.

b. Notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form, and manner in which such amendment(s) shall be made.

3. REPRESENTATIONS AND WARRANTIES

Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Section 6.3 herein.

4.2 Termination by the Covered Entity. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material

term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of the Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement.

4.3 Termination by Business Associate. If the Business Associate makes the determination that a material condition of performance has changed under the Contract or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide thirty (30) days notice of its intention to terminate this Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as the Contract is in effect.

4.4 Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract dated the First of June, 2009, between the Parties.

4.5 Effect of Termination. Upon the event of termination pursuant to this Section 4, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. §164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If the Business Associate determines that it is not feasible to return or destroy said Protected Health Information, the Business Associate will notify the Covered Entity in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. CONFIDENTIALITY

Confidentiality Obligations. In the course of performing under this Agreement, each Party may receive, be exposed to or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well

as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this Agreement, "Confidential Information" shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents or representatives (a) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (b) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released by either Party in writing; (iii) which is lawfully obtained from third parties without restriction; or (iv) which can be shown to be previously known or developed by either Party independently of the other Party.

6. MISCELLANEOUS

6.1 Covered Entity. For purposes of this Agreement, Covered Entity shall include all entities covered by the notice of privacy practices (or privacy notice).

6.2 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.504(a), as the Business Associate for purposes of this Agreement.

6.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.5, and Section 2.1 solely with respect to Protected Health Information Business Associate retains in accordance with Sections 2.1 and 4.5 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this Agreement.

6.4 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Attention: _____
Phone: _____
Fax: _____

With a copy (which shall not constitute notice) to:

Attention: _____
Phone: _____
Fax: _____

If to Covered Entity, to:

Three Rivers District Health Department
310 S. Main Street
Owenton, Ky 40359

Attention: Nicholle Wilson
Phone: 502-484-3404
Fax: 502-484-0860

With a copy (which shall not constitute notice) to:

Department for Public Health
Cabinet for Health and Family Services
275 East Main Street, 4W-C
Frankfort, Kentucky 40621
Attention: Privacy Officer
Phone: (502) 564-6564
Fax: (502) 564-7573

With a copy (which shall not constitute notice) to:

Office of Administrative & Technology Services
Cabinet for Health and Family Services
275 East Main Street, 4W-C
Frankfort, Kentucky 40621
Attention: Privacy Officer
Phone: (502) 564-7476
Fax: (502) 564-6490

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

6.7 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. DEFINITIONS

7.1 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.3 Privacy Officer. Privacy Officer shall mean the privacy official referred to in 45 CFR §164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.4 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of this the _____ day of _____, 2011.

COVERED ENTITY

By: _____

Georgia K. Heise, DrPH
Printed Name

District Director
Printed Title

Date

BUSINESS ASSOCIATE

By: _____

Printed Name

Printed Title

Date

THREE RIVERS DISTRICT HEALTH DEPARTMENT

310 South Main Street Owenton, KY 40359 Phn (502) 484-3404 Fax (502) 484-0860

Carroll Co. Health Center
401 11th Street
Carrollton, KY 41008
Phn (502) 732-6641
Fax (502) 732-6642

Gallatin Co. Health Center
204 Franklin Street, PO Box 315
Warsaw, KY 41095
Phn (859) 567-2844
Fax (859) 567-2843

Owen Co. Health Center
1003 Hwy 22W
Owenton, KY 40359
Phn (502) 484-5716
Fax (502) 484-5737

Pendleton Co. Health Center
329 Hwy 330W
Falmouth, KY 41040
Phn (859) 654-6985
Fax (859) 654-6986

VOUCHER FOR SERVICES (FY 11-12)

PATIENT NAME: _____

SOCIAL SECURITY NO.: _____

DATE OF BIRTH: _____

DATE SERVICE PROVIDED: _____
(to be completed by health department staff)

This voucher indicates that this individual is entitled to receive the following service(s) at THREE RIVERS DISTRICT HEALTH DEPARTMENT.

Check all that apply:

X	SERVICE DESCRIPTION	CONTRACTED RATE (VFC PATIENTS CHARGED PER STATE GUIDELINES)
	Hepatitis A Vaccine	$ 60.00
	Hepatitis B Vaccine	60.00
	Tetanus-diphtheria Vaccine (Td)	35.00
	Measles/Mumps/Rubella (MMR)	66.00
	TB Assessment (no TB skin test)	20.00
	TB Assessment (with TB skin test)	25.00
	Influenza Vaccine (Flu Shot)	30.00
	Hepatitis B Titer	60.00
	Other (specify) _____	

The employer listed below will assume responsibility for payment of the services to the health department. Invoices for services will be billed monthly to the agency listed below.

EMPLOYER NAME: _____

EMPLOYER ADDRESS: _____

_____

_____

_____
Signature of person authorizing this service

In Re: Bank Bid Public Notice

Judge Bertram as the court for permission to advertise for bids for banking for the county. Squire Whaley made a motion approving the public notice regarding the banking bids, seconded by Squire Veirs, motion carried.

Public Notice
Pendleton County Banks

The Pendleton County Fiscal Court has maintained deposit accounts at the United Kentucky Bank for several years. Recently, The Bank of Kentucky acquired the institution and completed the transaction on October 31, 2011. As a result, Fiscal Court accounts are now on deposit with The Bank of Kentucky.

The Bank of Kentucky, as part of the conversion and the transition of our accounts, has agreed to pay interest on all Fiscal Court eligible funds held on deposits at their bank at a current rate of .25% because of an imposed floor on the accounts. They also agree to waive all service charges including the purchase of checks for one year. This rate can change going forward tied to the fed funds rate.

The purpose of this letter is to request proposals, from each competing bank in Pendleton County, with respect to Fiscal Court deposits and the current rate and fee structure offered by The Bank of Kentucky.

Please respond to this notice in writing. Please call the County Judge's Office at 859-654-4321 with any questions on this matter. The County Judge and County Treasure, with the help of the fiscal court, will consider all proposals and will determine which proposal meets the best interest of the county finances.

In Re: Energy Grant Lighting Update

Judge Bertram updated the court on the progress of the Energy Grant as it pertains to the lighting project in the courthouse, this was informational only, no action taken.

In Re: Library Project Update

Judge Bertram updated the court on the tank discovered at the Library site during construction. The tank has been removed and the soil will be tested. This was informational only, no action taken.

In Re: Update Court on Sale of Synthetic Marijuana in Pendleton County

Judge Bertram ask the county attorney about an ordinance prohibiting the sale of Synthetic Marijuana in the county. Attorney Dean will check with Prosecutors from the counties who have ordinances relating to this issue. This was informational only, no action taken.

In Re: County Budget Workshop Frankfort on February 21st, 2012

The county budget workshop will be held at the KACo offices in Frankfort on February 21st, 2012; Judge Bertram suggested that all magistrates try to attend this workshop. This was informational only, no action taken.

In Re: Dead Animal Removal Contribution

Judge Bertram updated the court on the dead animal removal program which is administered by the Pendleton County Soil Conservation District. Due to the excess number of animals having been removed already this year the grant funds are beginning to run low, Judge Bertram ask for a motion approving a contribution of $2,000.00 to the Soil Conservation District in support of this program. Squire Fogle made a motion approving this contribution, seconded by Squire Whaley, motion carried.

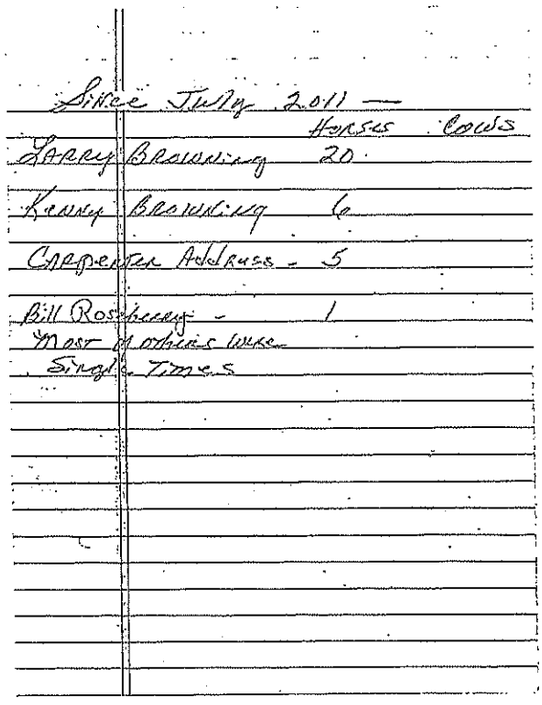
Environmental Grant Ledger
July 1, 2011 - June 30, 2012

By Quarters:

July 1, 2011.....Environmental Grant---------- $ 5,000.00
Dead Animal Removal Program -- 75%/25% Grant

1st Quarter -- July, August, September 2011

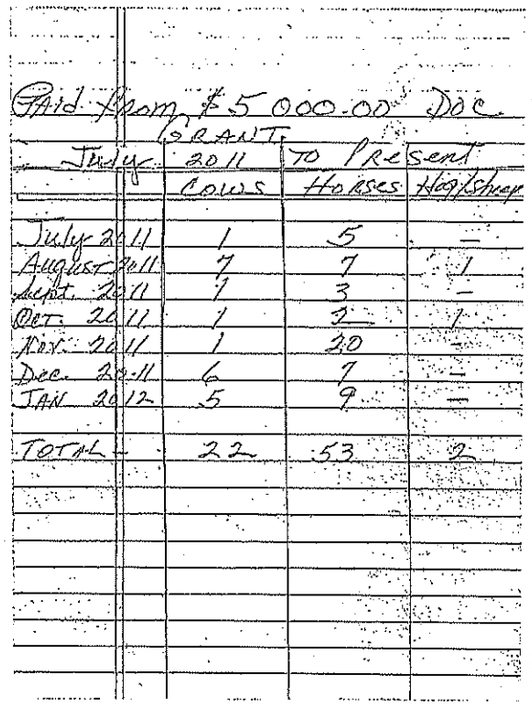
Cows ----	10 @ 56.25	=	562.50
Horses --	12 @ 75.00	=	900.00
Hog -----	1 @ 56.25	=	56.25
Sheep ---	1 @ 56.25	=	56.25
		Balance	3,425.00



Since July 2011 —

	Horses	Cows
Larry Browning	20	
Kenny Browning	6	
Carpenter Address -	5	
Bill Rosebery -	1	

Most mothers were Single Times



Paid from $5 000.00 Doc. Grant

July 2011	Cows	To Present Horses	Hog/Sheep
July 2011	1	5	—
August 2011	7	7	1
Sept. 2011	1	3	—
Oct. 2011	1	2	1
Nov. 2011	1	20	—
Dec. 2011	6	7	—
JAN 2012	5	9	—
TOTAL	22	53	2

In Re: Transfers

A copy of the court ordered transfers was presented to the court, whereupon Squire Veirs, made a motion, seconded by Squire Fields to approve the transfers as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY JANUARY 24, 2012
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5405-407	Recreational Trail Construction	$ 50.00
01-8011-716	Site Development	$2,025.00

Jail Fund

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-592	Maintenance & Repair – Vehicles	$1,000.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

A copy of the claims to be paid was presented to the court and reviewed. Squire Whaley made a motion, seconded by Squire Fogle that the claims be allowed and paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5116		Vendor OFFICEDEPO OFFICE DEPOT				Voucher Date	01/24/2012
07-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	502420177001	003221	OFFICE SUPPLIES PO FORMS		100.06
07-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	502600324001,193001	003241	JUDGES OFFICE SUPPLIES		77.60
07-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	503471745001	003271	JUDGES OFFICE SUPPLIES		30.62
07-0124	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	502686726001	003242	KEY BOARD		79.10
		Printed On Check 014702				Voucher Totals	287.39
Voucher No. 07-5117		Vendor MODERN LEA MODERN LEASING				Voucher Date	01/24/2012
07-0124	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	6739722242	003312	COPIER LEASE JUDGES OFFICE		474.65
		Printed On Check 014703				Voucher Totals	474.65
Voucher No. 07-5118		Vendor POST OFFIC U S POST OFFICE				Voucher Date	01/24/2012
07-0124	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		003307	400 STAMPS @ .45		180.00
		Printed On Check 014704				Voucher Totals	180.00
Voucher No. 07-5119		Vendor HARPENTERP HARP ENTERPRISES INC.				Voucher Date	01/24/2012
07-0124	01-5010-445-	CO. CLERK OFFICE SUPPLIES	25185	003268	RECORDING LEDGERS, CO CLERK		547.26
		Printed On Check 014705				Voucher Totals	547.26
Voucher No. 07-5120		Vendor BECKY'S FL BECKY'S FLOWER BASKET				Voucher Date	01/24/2012
07-0124	01-5025-499-	OTHER SUPPLIES	3389	003280	FLOWERS-R. MAXEDON		62.00
		Printed On Check 014706				Voucher Totals	62.00
Voucher No. 07-5121		Vendor GARYVEIRS GARY VEIRS				Voucher Date	01/24/2012
07-0124	01-5025-560-	REGISTRATION/CONFERENCES		003310	REIMBURSEMENT KMCA MEETING, FRANKFORT 268 MI @ .4		116.20
		Printed On Check 014707				Voucher Totals	116.20
Voucher No. 07-5122		Vendor ESAS ELECTION SYSTEMS & SOFTWARE, INC.				Voucher Date	01/24/2012
07-0124	01-5085-566-	ELECTION PRINTING	703865	003327	ELECTION MACHINE SOFTWARE AND MAINTENANCE		3,255.00
		Printed On Check 014708				Voucher Totals	3,255.00
Voucher No. 07-5123		Vendor NKAPC NORTHERN KY AREA PLANNING COMMISSION				Voucher Date	01/24/2012
07-0124	01-5070-300-	PLANNING - COMPREHENSIVE	945	003273	DECEMBER P & Z PLATS		110.00
		Printed On Check 014709				Voucher Totals	110.00
Voucher No. 07-5124		Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY				Voucher Date	01/24/2012
07-0124	01-5075-576-	ECONOMIC DEVELOPMENT UTILITIES		003206	41.26% COMMUNITY DEVEL EXPENSE		145.57
		Printed On Check 014710				Voucher Totals	145.57
Voucher No. 07-5125		Vendor CROUCH'S BRIAN CROUCH-CROUCH'S LAWN CARE				Voucher Date	01/24/2012
07-0124	01-5080-177-	COURTHOUSE MAINTENANCE & GROUNDS	1053	003300	SNOW REMOVAL		100.00
		Printed On Check 014711				Voucher Totals	100.00
Voucher No. 07-5126		Vendor COOPER COOPER WHOLESALE, INC.				Voucher Date	01/24/2012
07-0124	01-5080-411-	CUSTODIAL SUPPLIES	1323	003279	COURTHOUSE CUSTODIAL SUPPLIES		125.22
		Printed On Check 014712				Voucher Totals	125.22

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5127		Vendor DEBRA DEBRA-KURMPEL				Voucher Date	01/24/2012
07-0124	01-5081-333-	JUDICIAL CENTER MAINTENANCE PERSONEL	00876094	003304	CORRECT WIRING, REPAIR LEAK IN SINK		305.40
		Printed On Check 014713				Voucher Totals	305.40
Voucher No. 07-5128		Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.				Voucher Date	01/24/2012
07-0124	01-5210-502-	MAINTENANCE & REPAIR -TRUCK SOLID WAST	664302	002515	TAILGATE HANDLE		39.69
		Printed On Check 014714				Voucher Totals	39.69
Voucher No. 07-5129		Vendor AMERICAN AMERICAN LEGION HARDIN BROWNING POST 100				Voucher Date	01/24/2012
07-0124	01-5325-507-	VETERANS CONTRIBUTION		003324	DEMOLITION AND REMOVAL OF HOUSE		2,000.00
		Printed On Check 014715				Voucher Totals	2,000.00
Voucher No. 07-5130		Vendor BOARDOFEDU PENDLETON COUNTY BOARD OF EDUCATION				Voucher Date	01/24/2012
07-0124	01-5405-107-	RECREATION - SUPER / DIRECTOR		003308	1/2 RECREATION DIRECTOR SALARY JANUARY		1,676.75
		Printed On Check 014716				Voucher Totals	1,676.75
Voucher No. 07-5131		Vendor BARTHJOHNS BARTH JOHNSON				Voucher Date	01/24/2012
07-0124	01-5405-107-	RECREATIONAL TRAIL CONSTRUCTION		003321	TRAIL CONSTRUCTION 10 HRS LABOR		100.00
		Printed On Check 014717				Voucher Totals	100.00
Voucher No. 07-5132		Vendor BARNES BARNES HARDWARE AND LUMBER				Voucher Date	01/24/2012
07-0124	01-5405-107-	RECREATIONAL TRAIL CONSTRUCTION	643286	003322	PAINT FOR SIGNAGE-TRAIL CONSTRUCTION		36.26
		Printed On Check 014718				Voucher Totals	36.26
Voucher No. 07-5133		Vendor LEMMONS LEMMONS JEWELRY				Voucher Date	01/24/2012
07-0124	01-5070-445-	P & Z OFFICE SUPPLIES		003311	PLAQUE FOR B. BATHALTER		65.00
		Printed On Check 014719				Voucher Totals	65.00
Voucher No. 07-5134		Vendor LATONIA LATONIA BLACKTOP SERVICE, LLC				Voucher Date	01/24/2012
07-0124	01-5011-716-	SITE DEVELOPMENT-NATURE RESERVE LAND	1139	003328	LIBRARY SITE DEVELOPMENT		1,650.00
		Printed On Check 014720				Voucher Totals	1,650.00
Voucher No. 07-5135		Vendor CITYWIDE W CITYWIDE WASTE REMOVAL				Voucher Date	01/24/2012
07-0124	01-5011-716-	SITE DEVELOPMENT-NATURE RESERVE LAND	100540	003329	TANK WATER REMOVAL - SITE DEVELOPMENT		2,675.00
		Printed On Check 014721				Voucher Totals	2,675.00
Voucher No. 07-5136		Vendor PUBLIC PRO KENTUCKY STATE TREASURER				Voucher Date	01/24/2012
07-0124	01-5100-332-	LEGAL FEES		003272	PUBLIC PROPERTIES CORPORATION ANNUAL REPORT		15.00
		Printed On Check 014722				Voucher Totals	15.00
Voucher No. 07-5137		Vendor FAL OUTLOO THE FALMOUTH OUTLOOK				Voucher Date	01/24/2012
07-0124	01-5100-530-	LEGAL NOTICES	365	003282	OFFICE CLOSING-CO CLERK		460.44
		Printed On Check 014723				Voucher Totals	460.44
						22 Vouchers Printed Totalling	14,656.23

Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5138		Vendor HILLTOP HILLTOP STONE LLC				Voucher Date	01/24/2012
07-0224	02-6105-400-	CRUSHED STONE & GRAVEL	868898	002700	6 TON #4		59.40
		Printed On Check 007230				Voucher Totals	59.40
Voucher No. 07-5139		Vendor ARTSRENTAL ART'S RENTAL EQUIPMENT, INC.				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS	03-201749-01	003404	SAFTEY GLASSES		144.30
		Printed On Check 007231				Voucher Totals	144.30
Voucher No. 07-5140		Vendor DANSTIRESE DAN'S TIRE SALES & SERVICE				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS		003406	TIRE REPIAR, PATCH		27.00
		Printed On Check 007232				Voucher Totals	27.00
Voucher No. 07-5141		Vendor MILES RODNEY MILES - BODY SHOP				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS	12870	003305	HAUL BEAMS FOR ROAD DEPT		1,462.50
		Printed On Check 007233				Voucher Totals	1,462.50
Voucher No. 07-5142		Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS	664222	002768	BATTERY		78.50
07-0224	02-6105-447-	ROAD MATERIALS	664100	002760	BATTERY, WATER PUMP, BELT BUCKET DRUCK, 01 DODGE		170.45
07-0224	02-6105-447-	ROAD MATERIALS	664451	002777	2 QRTS GEAR OIL		24.30
		Printed On Check 007234				Voucher Totals	273.25
Voucher No. 07-5143		Vendor UK UNIVERSITY OF KENTUCKY				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS	7015	003277	CE COURSES-R. MOORE, L. HENDY, C. MOORE		240.00
		Printed On Check 007235				Voucher Totals	240.00
Voucher No. 07-5144		Vendor PRAXAIR PRAXAIR DISTRIBUTION INC.				Voucher Date	01/24/2012
07-0224	02-6105-447-	ROAD MATERIALS	41737640	002792	REGULATOR, ADAPTER, CUTTING TIPS		243.07
07-0224	02-6105-447-	ROAD MATERIALS	41737639	002791	TORCH HEAD REPAIR, CUTTING TIPS		248.26
		Printed On Check 007236				Voucher Totals	491.33
						7 Vouchers Printed Totalling	2,697.78

Pendleton County Fiscal Court

Voucher Claims Register

Jail Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5145		Vendor OFFICEDEPO OFFICE DEPOT				Voucher Date	01/24/2012
07-0324	03-5101-445-	OFFICE SUPPLIES	663060126001	003012	1 FILE CABINET JAILER		135.79
		Printed On Check 005837				Voucher Totals	135.79
Voucher No. 07-5146		Vendor MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE				Voucher Date	01/24/2012
07-0324	03-5101-502-	MAINTENANCE & REPAIR - VEHICLES	6035	003015	OIL CHANGE, FILTER, SPARK PLUGS, COIL, BLADES		261.05
07-0324	03-5101-502-	MAINTENANCE & REPAIR - VEHICLES	6030	003014	4 TIRES, MOUNTY & BALANCE		426.84
		Printed On Check 005838				Voucher Totals	688.89
Voucher No. 07-5147		Vendor JUVENILES KENTUCKY STATE TREASURER				Voucher Date	01/24/2012
07-0324	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIE		003325	MAY-AUGUST 2011 JUVENILE INMATE HOUSING		564.00
		Printed On Check 005839				Voucher Totals	564.00
						3 Vouchers Printed Totalling	1,388.68

Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5148		Vendor ST.ELIZBUS ST. ELIZABETH BUSINESS HEALTH CENTER				Voucher Date	01/24/2012
07-7524	75-5145-392-	DRUG TESTING	346780	003278	DRUG TEST D. TAYLOR, DISPATCH		40.00
		Printed On Check 002522				Voucher Totals	40.00
Voucher No. 07-5149		Vendor MODERN LEA MODERN LEASING				Voucher Date	01/24/2012
07-7524	75-5145-360-	MISCELLANEOUS CONTRACTUAL SERVICE	6730722241	003314	COPIER LEASE DISPATCH		283.38
		Printed On Check 002523				Voucher Totals	283.38
Voucher No. 07-5150		Vendor ASHLEYGOSN ASHLEY GOSNEY				Voucher Date	01/24/2012
07-7524	75-5145-569-	911 STAFF TRAINING		003280	REIMBURSEMENT TRAINING EXPENSES MILES & MEAL		94.80
		Printed On Check 002524				Voucher Totals	94.80
Voucher No. 07-5151		Vendor BLOOMFIELD RONNIE BLOOMFIELD				Voucher Date	01/24/2012
07-7524	75-5145-569-	911 STAFF TRAINING		003320	REIMBURSEMENT -TRAINING -MILES & MEALS		81.10
		Printed On Check 002525				Voucher Totals	81.10
						4 Vouchers Printed Totalling	499.28

Pendleton County Fiscal Court

Voucher Claims Register

Education Fund

From: 01/24/2012 To: 01/24/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 07-5152		Vendor RUMPKE RUMPKE OF KENTUCKY INC.				Voucher Date	01/24/2012
07-0124	01-5210-489-	RECYCLING AND LANDFILL SUPPLIES	606555	003316	ADMINISTRATIVE FEES		15.26
		Printed On Check 001358				Voucher Totals	15.26
						1 Vouchers Printed Totalling	15.26

In Re: Closing Remarks

Judge Bertram informed the court that the Pendleton County Extension office would like to host the March 27th, 2012 meeting, this will be considered a special called meeting due to the change of location.

In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Fogle, that this meeting be adjourned to meet again in regular session on February 14th, 2012 at 7:00 PM, subject to any called meetings, motion carried.

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk