PENDLETON COUNTY FISCAL COURT
NOVEMBER 27, 2012
COURT MET PURSANT TO ADJOURNMENT
WITH
HONORABLE HENRY BERTRAM, JUDGE/EXECUTIVE
PRESIDING

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

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Whaley, Pledge of allegiance was led by Judge Bertram.

In Re: Approval of Agenda

Judge Bertram presented the agenda for this meeting whereby Squire Fogle made a motion, seconded by Squire Fields that the agenda be approved as presented, motion carried.

In Re: Approval of Minutes

Minutes from the November 2nd special call meeting and the November 13th, regular session meeting were presented to the court by Fiscal Court Clerk, Vicky King, whereby Squire Veirs made a motion to approve both sets of 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 a written report for the month of October at the November 9th, 2012 meeting, Squire Fogle made a motion to approve the report as presented, seconded by Squire Veirs, motion carried.

In Re: Approve East Pendleton Water District Budget

Squire Whaley made a motion to approve the 2013 Budget for East Pendleton Water District, seconded by Squire Fogle, motion carried.

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Budget Summary of East Pendleton County Water District

Reporting Period from 1/1/2012 To 12/31/2012

	Actual 2011	Estimate 2012	Estimate 2013
Utility Operating Income			
Operating Revenues	$ 864,637	$ 880,000	$ 881,000
Operation and Maintenance Expenses	779,117	777,300	792,400
Depreciation Expense	177,333	177,000	177,000
Amortization Expense	3,325	3,325	3,325
Taxes Other Than Income	22,618	22,200	22,200
Income from Utility Plant Leased to Others			
Gains (Losses) from Disposition of Utility Property			
Net Utility Operating Expenses			
Utility Operating Income (Loss)	$ -117,756	$ -99,825	$ -113,925
Other Income and Deductions			
Net Results/Merchandising, Jobbing & Contract Work	$	$	$
Interest and Dividend Income	5,787	6,000	6,000
Allowance for Funds Used During Construction			
Nonutility Income	15,864	24,000	24,000
Miscellaneous Nonutility Expenses	-180	-150	-150
Taxes Other Than Income			
Interest Expense	-77,370	-72,000	-70,000
Total Other Income and Deductions			
Income Before Contributions & Extraordinary Items	$ -173,655	$ -141,975	$ -154,075
Proceeds from Capital Contributions		10,000	10,000
Net Extraordinary Items	4,728		
Change in Net Assets	$ -168,927	$ -131,975	$ -144,075

Cover Page

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Rev 10/1/12

USoA Acct #		Actual 2011	Estimate 2012	Estimate 2013
	Operating Revenues			
	Sales of Water (sub-category)			
460	Unmetered Water Revenue			
461.1	Metered Water Revenue - Residential	790,450	800,000	800,000
461.2	Metered Water Revenue - Commercial	40,018	41,000	42,000
461.3	Metered Water Revenue - Industrial	7,817	8,000	8,000
461.4	Metered Water Revenue - Public Authorities			
461.5	Metered Water Revenue - Multiple Family Dwellings			
461.6	Metered Water Revenue - Bulk Loading Stations			
462	Fire Protection Revenue			
465	Sales to Irrigation Customers			
466	Sales for Resale			
	Subtotal Sales of Water	838,285	849,000	850,000
	Other Water Revenues (sub-category)			
470	Forfeited Discounts			
471	Miscellaneous Service Revenues	26,352	30,000	30,000
472	Rents from Water Property			
473	Interdepartmental Rents			
474	Other Water Revenues	-	-	-
	Subtotal Other Water Revenues	26,352	31,000	31,000
	Total Operating Revenues	864,637	880,000	881,000
	Operation and Maintenance Expenses			
601	Salaries and Wages - Employees	287,433	290,000	295,000
603	Salaries and Wages - Commissioners	13,900	14,100	14,100
604	Employee Pensions and Benefits			
	Medical/Life Insurance			
	Retirement Benefits			
	Other	103,665	110,000	115,000

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Rev 10/1/12

USoA Acct #		Actual 2011	Estimate 2012	Estimate 2013
	Subtotal Employee Pensions and Benefits	103,665	110,000	115,000
610	Purchased Water	207,352	210,000	215,000
615	Purchased Power	33,213	35,000	35,000
616	Fuel for Power Production			
618	Chemicals	494	500	600
620	Materials and Supplies	43,801	40,000	40,000
631	Contractual Services - Engineering	15,983		
632	Contractual Services - Accounting			
633	Contractual Services - Legal			
634	Contractual Services - Management Fees			
635	Contractual Services - Testing			
636	Contractual Services - Other	5,142	6,000	6,000
641	Rental of Building/Real Property			
642	Rental of Equipment			
650	Transportation Expenses	23,003	25,000	25,000
656	Insurance - Vehicle			
657	Insurance - General Liability	12,770	13,500	13,500
658	Insurance - Workers' Compensation	6,900	7,200	7,200
659	Insurance - Other			
660	Advertising Expense			
665/667	Regulatory Commission Expense			
668	Water Resource Conservation Expense			
670	Bad Debt Expense			
675	Miscellaneous Expenses	25,461	26,000	28,000
	Total Operation and Maintenance Expenses	779,117	777,300	792,400
	Depreciation Expense			
403	Depreciation Expense on Utility Plant	177,333	177,000	177,000
	Amortization Expense			
406	Amortization of Utility Plant Acquisition Adjustments			

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Rev 10/1/12

USoA Acct #		Actual 2011	Estimate 2012	Estimate 2013
407	Amortization Expense	3,325	3,325	3,325
	Total Amortization Expense	3,325	3,325	3,325
	Taxes Other Than Income			
408.10	Utility Regulatory Assessment Fees	1,470	1,500	1,500
408.11	Property Taxes			
408.12	Payroll Taxes			
408.13	Other Taxes and Licenses	21,148	20,700	20,700
	Total Taxes Other Than Income	22,618	22,200	22,200
	Income from Utility Plant Leased to Others			
413	Income from Utility Plant Leased to Others			
	Gains (Losses) from Disposition of Utility Property			
414	Gains (Losses) from Disposition of Utility Property			
	Net Utility Operating Expenses	982,393	979,825	994,925
	Utility Operating Income (Loss)	-117,756	-99,825	-113,925
	Other Income and Deductions			
	Net Results of Merchandising, Jobbing and Contract Work			
415	Revenues from Merchandising, Jobbing and Contract Work			
416	Costs & Expenses of Merchandising, Jobbing & Contract Work			
	Net Merchandising, Jobbing and Contract Work			
	Interest and Dividend Income			
419	Interest and Dividend Income	5,787	6,000	6,000
	Allowance for Funds Used During Construction			
420	Allowance for Funds Used During Construction			
	Nonutility Income			
421	Nonutility Income	15,864	24,000	24,000
	Miscellaneous Nonutility Expenses			

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Rev 10/1/12

USoA Acct #		Actual 2011	Estimate 2012	Estimate 2013
426	Miscellaneous Nonutility Expenses	-180	-150	-150
	Taxes Other Than Income			
408.20	Taxes Other Than Income (Other Income and Deductions)			
	Interest Expense			
427.1	Interest on Debt to Associated Companies			
427.2	Interest on Short-Term Debt			
427.3	Interest on Long-Term Debt	-77,370	-72,000	-70,000
427.4	Interest on Customer Deposits			
427.5	Interest - Other			
428	Amortization of Debt Discount and Expense			
429	Amortization of Premium on Debt			
	Total Interest Expense	-77,370	-72,000	-70,000
	Income Before Contributions & Extraordinary Items	-173,655	-141,975	-154,075
	Proceeds from Capital Contributions			
432	Proceeds from Capital Contributions			
	Federal Grants			
	State Grants			
	Other Grants			
	Customer Contributions			
	Subtotal Proceeds from Capital Contributions	0	10,000	10,000
	Net Extraordinary Items			
433	Extraordinary Income	4,728		
434	Extraordinary Deductions			
	Net Extraordinary Items	4,728		
	Change in Net Assets	-168,927	-131,975	-144,075

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Abbreviated Projected Cash Flow

		Estimate 2012
Income (Loss) Before Contributions & Extraordinary Items	$	-154,075
Items in Operations Not Requiring Cash:		
Depreciation		177,000
Amortization		3,325
Others (define)		
Results Projected from Operations	$	26,250
Cash to be Received from Loans		
Proceeds from Capital Contributions		10,000
Cash to be Received - Other (define)		
Total Cash to be Received Other Than From Operations	$	10,000
Cash to be Expended for Purchase/Construction of Utility Plant		0
Cash to be Expended for Principal Payments		-70,000
Cash to be Expended - Other (define)		
Total Cash to be Expended Other Than From Operations	$	-70,000
Projected Change in Cash	$	-33,750
Projected Beginning Cash Balance	$	830,652
Projected Ending Cash Balance	$	796,902

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SCHEDULE OF LONG-TERM DEBT

Long-Term Debt	Original Issue Amount	Projected Beginning Balance	Projected Principal Payments	Projected Ending Balance
All long-term debt combined	2,362,000	1,482,600	58,400	1,424,200
Total Long-Term Debt		1,482,600	58,400	1,424,200

RESERVE FUNDING REQUIREMENTS

	Projected Beginning Balance	Required Funding for Budget Year	Projected Ending Balance
Bond & Interest Sinking Fund	259,900		259,900
Depreciation Reserve Fund	223,674		223,674
Debt Service Fund			
Other:			
Total Reserve Funding	483,574		483,574

The district is in compliance with all reserve funding requirements established by long-term debt agreements as of the date of completion of this form.

YES X NO

WATER STATISTICS

	Actual 2011	In Gallons Budget 2012	Estimate 2013
Water Produced & Purchased	104,999	105,000	105,000
Total Water Sales	90,876	102,000	103,000
Other Water Used	850	500	1,000
Water Loss	13,273	11,000	11,000
Water Loss Percentage	12.64%	10.48%	10.48%

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Rev 10/1/12

This budget is true and accurate to the best of my knowledge and belief.

Signed _____

District Chief Financial Officer

(Date) 11-13-12

Received by Pendleton **County**

(Signed) Vicky J. King **County Fiscal Court Clerk**

(Date) 11-14-12

Received by the Department for Local Government (date)_____

District mailing address:

(Street or P O Box)_____

(City & zip code)_____

LF 2003
Revised 10/1/12

EAST PENDLETON CO. WATER DISTRICT **District Board Membership**

Designated Meeting Date, Time, & Place 2nd Tuesday of month, 3:00 pm, 601 WOODSON RD., FALMOUTH, KY

President/Chair:	WILLIAM THOMPSON	Term Expires (Mo/Day/Yr): 06/30/2015	
P. O. Box/Street	11303 HWY 330 W	First Full Term	
City:	BERRY, KY 41003	Second Full Term	
Zip Code:	41003	Third or more Full Term	X
Telephone:		Filling Unexpired Term	
Vice President:		Term Expires (Mo/Day/Yr):	
P. O. Box/Street		First Full Term	
City:		Second Full Term	
Zip Code:		Third or more Full Term	
Telephone:		Filling Unexpired Term	
Secretary:	BILL FLAUGHER	Term Expires (Mo/Day/Yr): 06/30/2013	
P. O. Box/Street	9810 HWY 159 N	First Full Term	
City:	BUTLER, KY	Second Full Term	
Zip Code:	41006	Third or more Full Term	
Telephone:		Filling Unexpired Term	X
Treasurer:	DAVID PRIBBLE	Term Expires (Mo/Day/Yr): 06/2014	
P. O. Box/Street	3738 HWY 159 N	First Full Term	
City:	FALMOUTH, KY	Second Full Term	X
Zip Code:	41040	Third or more Full Term	
Telephone:		Filling Unexpired Term	
Member:		Term Expires (Mo/Day/Yr):	
P. O. Box/Street		First Full Term	
City:		Second Full Term	
Zip Code:		Third or more Full Term	
Telephone:		Filling Unexpired Term	

Submit to County Clerk within sixty (60) days of fiscal year end

Page 1 of 2

In Re: Approve Resolution to Approve 13% Match for FEMA Safe Room Grant

Judge Bertram presented a resolution whereby endorsing the Federal Emergency Management Agency Safe Room grant application and pledges to utilize county LGEA funds to contribute its 13 percent local fund match. Squire Fields made a motion approving this resolution, seconded by Squire Veirs, motion carried.

IX. DESIGNATION OF APPLICANT'S AGENT RESOLUTION

Be It Resolved by the Pendleton County Fiscal Court that it endorses this Federal Emergency Management Agency Safe Room grant application and pledges to utilize county LGEA funds to contribute its 13 percent local fund match, estimated at the time of application to be $ 66,222, toward the eventual total project cost, and ,

Be It Further Resolved by the Pendleton County Fiscal Court, of Pendleton County Kentucky that Judge Executive Henry Bertram, is hereby authorized to execute for and on behalf of the Pendleton County Fiscal Court, a public entity established under the laws of the State of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President Disaster Relief Fund, and,

That the Pendleton County Fiscal Court, a public entity established under the laws of the State of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this _____day of November, 2012.

Henry Bertram, Judge Executive; Pendleton County Fiscal Court

_____
Signature

CERTIFICATION

I, Vicky king, duly appointed and Fiscal Court Clerk of the Pendleton County Fiscal Court do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Pendleton County Fiscal Court of Pendleton County Kentucky.

On the _____day of November, 2013

Date: _____

Fiscal Court Clerk
(Official Position)

_____
(Signature)

** Name of incumbent need not be provided in those cases where the governing body of the public entity desires to authorize any incumbent of the designated official position to represent it.*

In Re: Approve Resolution to Approve 13% Match for FEMA Northern Pendleton Generator Grant

Judge Bertram presented a grant application for a generator for Northern Pendleton Fire District, Squire Veirs made a motion approving the signing of this application, seconded by Squire Whaley, motion carried.

DR-____-KY-_____

Federal Emergency Management Agency
Kentucky Division of Emergency Management
Hazard Mitigation Application
GENERATOR PROJECTS

Applicant Pendleton County Fiscal Court

Project Location 2275 HWY 27 N, Falmouth, Pendleton, KY, 41040
(street, city, county, state, zip code, and lat/long coordinates in decimal format to five digits)

Project Title (descriptive) Pendleton County Generator Project

Estimated Project Cost (total) $54,110.00

THIS SECTION FOR STATE USE ONLY
FEMA-_____-DR-_____

☐ Standard HMGP or
☒ HMGP 5% Initiative
☐ FMA
☐ Other _____

☐ Initial Submission or
☐ Resubmission

☐ Completeness Checklist
☐ State 409 Plan
☐ Eligible Applicant

State Application ID _____
Date Received _____

State Reviewer Esther White
Reviewer Phone #859-257-9248
Reviewer Fax# 859-257-9714
Reviewer Email: eewhit3@uky.edu

Project Type(s)
☐ Acquisition/Demolition
☐ Acquisition/Relocation
☐ Elevation
☐ Drainage/Construction
☐ Wind Retrofit
☐ Tornado
☐ Seismic Retrofit
☒ Other Generator

Community NFIP Status:
☒ Participating Community
ID #:
☐ CRS Participant
☒ In Good Standing
☐ Sanctioned

FEMA Form 90-63 *INITIATIVE PROJECTS* F_DAA.DOC 1

This application supports Federal Emergency Management Agency (FEMA Region IV) *Hazard Mitigation Grant Program (HMGP)* proposals. Please complete EACH section and provide the supporting documentation requested. If you need assistance with the application, please contact your State Emergency Management Mitigation Division at (502)607-5768.

A. **To Fill Out This Application:** complete all sections of the main application.

B. **Applicant Information**

1. Applicant (Organization) Pendleton County Fiscal Court
2. Applicant Type
   ☒ State or Local Government ☐ Recognized Indian Tribe ☐ Private Non-Profit
3. County / Counties Pendleton
4. State Legislative district(s) 64th Congressional District(s) 4th Area Development District NKADD
5. Tax I.D. Number 61-6000764 FIPS Code 21191 DUNS Number 023808769
6. Application Point of Contact
   ☐Ms. ☒Mr. ☐Mrs. First Name Mike Last Name Moore
   Title Director, Pendleton County Emergency Management
   Street Address 2275 HWY 27 N
   City Falmouth State Kentucky Zip Code 41040
   Telephone 859-654-1930 Fax 859-654-6547
   Email Address pedes@fusc.net
7. Application Prepared by: ☐Ms. ☐Mr. ☒Mrs. First Name Shannon Last Name Ratterman
   Title Development Planner Telephone 859-283-1885 Fax 859-283-8178
8. Chief Executive Officer or Authorized Agent
   ☐Ms. ☒Mr. ☐Mrs. First Name Henry Last Name Bertram
   Title Judge Executive Telephone 859-654-4321 Fax 859-654-5047
   Street Address 233 Main Street
   City Falmouth State Kentucky Zip Code 41040
   Email Address pendjud@fusc.net

NOTE: *If your project is approved, work must begin within 90 days of the obligation of funds.*

FEMA Form 90-63 *INITIATIVE PROJECTS* F_DAA.DOC 2

I. History of Hazards and Damages in the Area to be Warned

A. Overview of Past Damages:

On March 2, 2012 an EF3 tornado cut through Northern Pendleton County as a part of its 23 mile journey through Northern Kentucky and Southwestern Ohio. The tornado reached speeds of 160 mph and left a path of destruction up to 1/4 mile wide in some places. Left behind was extensive damage to structures and trees along its entire path. Numerous homes were heavily damaged or destroyed with many losing roofs, having complete exterior wall failure, and some modular homes were completely removed from their foundations and destroyed. Thunderstorms accompanied the tornado and impacted an even greater portion of the county. These storms became severe with large hail, damaging winds, and isolated flooding. The damage to Pendleton County alone is estimated to be in excess of $2 million.

Ice storms in January of 2009 caused widespread power outages across Pendleton County and all across the neighboring Greater Cincinnati area. The thickness of the ice measured up to a half inch in the county. The weight of the ice on power lines and tree limbs caused lines and limbs to fall, further hampering the relief efforts.

Remnants of Hurricane Ike caused similar problems during the month of September 2008. Trees and debris downed by the storm caused the process of restoring power to the area to last as long as 15 days for some area residents. Many areas in Pendleton County were without power for several days while crews worked to restore power. Property damage was estimated to be $1.8 million.

Sources:
http://www.erh.noaa.gov/iln/events/20120302/moscow.php
http://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=369383

B. Detailed Damages:
Pendleton County has a history of dealing with a variety of different severe weather events. The county has suffered through snow storms, ice storms, tornadoes, excessive wind, and epic floods. Listed below are just a few of the most recent significant weather events.

Date	Level of Event	Damages	Indirect costs (describe)
3/2/2012	EF3 Tornado	$2.0 million in estimated property damage	food spoilage, loss of income and revenue
4/23/2011	EF1 Tornado	$5 thousand in estimated property damage	
1/27-28/2009	Ice Storm	$118,000 in cleanup costs for the County $10,000 in estimated property damage	food spoilage, loss of income and revenue
9/14/2008	Hurricane Ike	$1.8 million in estimated property damage	food spoilage, loss of income and revenue
6/4/2008	EF0 Tornado	$60 thousand in estimated property damage	

Listed above are some of the most recent and most damaging weather events in recent history. Attached to this page is the full list of weather events and their estimated damage dating back to 1956 from the NOAA website.

II. Project Description

A. Project Description / Protection Provided
Describe, in detail, the proposed project. *Your narrative must indicate that there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented by the activity.* Also, explain how the proposed project will solve the problem(s) and provide the level(s) of warning described in Section II, B.

The proposed project will place a 80kW stationary generator at the Northern Pendleton Fire Station that serves the northern part of the county, is designated as the county's alternate Emergency Operations Center (EOC), and is an emergency shelter for local residents. The fire station currently has no back-up power capability. During the March 2012 tornado, the facility was near the tornado's path but was completely without power, causing significant problems to responders trying to protect life and property. Command and control of emergency responders and response to the tornado was adversely impacted due to the facility being without power to all of its computers, equipment, communications, and support functions. The power outage lasted for several days and prevented the facility from being used to its full potential. Having a generator at the Northern Pendleton Fire Station will prevent future delays in emergency response to the northern part of the county in the case of a power outage. It will allow the station to fully function as an EOC during a disaster including serving as a command post with lighting, information inputs, and telephones. The EOC will keep city and county officials and crews operating, allowing communications capabilities amongst themselves and other local governments and state agencies. Furthermore, a generator will allow emergency operations to stay on-line during disaster situations such as an ice or wind storm, blizzard, thunderstorm, or other emergency situation that causes widespread and extended power outages.

B. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards for which the proposed project will provide power outage protection:
   ☐ Flood ☐ Wind ☐ Seismic ☒ Other (list) generator
   The generator will provide power outage protection in the event of the indicated hazards.

2. Fill in the level of warning the proposed project will provide (e.g. 23 structures protected against the 100-year (1%) flood. List data in Flood Levels (10,25,,50,100…) mph winds or Mercalli Scale Earthquake (I-12)

   The generator will provide power outage protection to this number of structures in the event of the listed hazards:

   There are a total of 9,733 structures in Pendleton County. The Fire District is one of only two in the county and when acting as the EOC, it will be serving the entire county.

   _____ Structures warned against the _____

   _____ Structures warned against the _____

   _____ Structures warned against the _____

   _____ Structures warned against the _____

3. Useful life of the project
   30 years

III. Project Location

Fully describe the location of the proposed project.

A. Site

1. Physical Location
   Describe the area and/or population affected/protected by this project; include the location (street numbers, subdivisions, city, county, zip code(s), and latitude/longitude coordinates in decimal format).

The emergency generator will be installed at the Northern Pendleton Fire District which is located at 5900 HWY 154, 41006 (LAT 38.829737/LONG-84.293321), just outside of the City of Butler in Pendleton County. The Fire District serves the northern part of the county for emergency response and as an emergency shelter. It is also designated as an alternate EOC for the entire county.
The Fire District is located just a few miles east of US 27. US 27 is the main artery through the County, connecting the Pendleton County Cities of Butler and Falmouth, as well as connecting the County to Greater Cincinnati to the north and Lexington to the south.
The County has a total population of 14,877 according to the 2010 census.

2. Structures Affected
   Provide the number of each type of structure (listed below) in the project area. Include all structures in project area.

   8,146 Residential properties
   180 Businesses / commercial properties
   20 Public buildings
   100 Schools / hospitals / houses of worship

B. National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM)

☒ Attach a copy of the panel(s) from the FIRM, and, if applicable, the Floodway Map. Locate the project site and all structures to scale on the map. (FIRMs are available from your local floodplain administrator located in the planning, zoning, building, or engineering office. Maps can be ordered from the NFIP Map Service Center at 1-800-358-9616. For more information about FIRMs, visit the FEMA Website at http://www.fema.gov/MSC/.

☐ If the FIRM for your area is not published, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures located to scale on the map.

Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).
☐ VE or V 1-30
☐ AE or A 1-30
☐ AO or AH
☐ A (no base flood elevation given)
☐ B or X (shaded)
☐ C or X (unshaded)
☐ Floodway

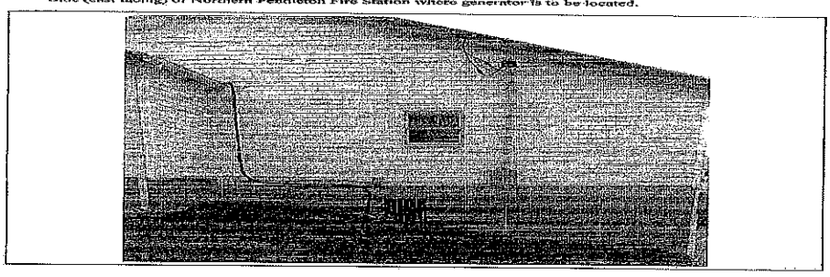
C. City or County Map with Project Site and Photographs (check the box to indicated the attached maps)
☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site marked on the map.

☒ USGS 1:24,000 topo map with project site marked on the map.

☒ Attach overview photographs (2 copies each) for each project site. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas, which affect the project site or will be affected by the project.

Front (north facing) side of Northern Pendleton Fire Station

Side (east facing) of Northern Pendleton Fire Station where generator is to be located.



IV. Scope of Work / Budget

Provide details of all costs of the project.

A. Materials

Item	# of Units	Cost per Unit	Total Cost
Transfer Switch	1	$6,690.00	$6,690
Generator	1	$21,635.00	$21,635.00

B. Labor (Include equipment costs — please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
Installation	1	$20,000.00	$20,000.00

C. Fees Paid Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
5 year extended warranty	1	$960.00	$960.00
5 year maintenance service agreement	1	$4,825.00	$4,825.00

Total Estimated Project Cost $54,110.00

Please provide a description of the cost effectiveness of your proposed initiative project:[1]

The amount proposed to be spent on the generator is less than the cost of one saved structure in the event of an emergency in Pendleton County. Providing power to the Fire Station during an outage could make the difference in thousands of lives lost and structures saved. During emergencies, time is always the most precious resource when getting emergency responders mobilized and in the past, the crews of the Northern Pendleton Fire Station have been severely delayed during power outages. This will also allow the Station to function as a shelter for local residents, providing them with a lit, dry, heated place to stay in case of an emergency.

[1] Effective FY2010, for 5% Initiative subapplications for HMGP funding, a narrative description of the project's cost effectiveness must be provided in lieu of a Benefit Cost Analysis.

D. Funding Sources (round to the nearest dollar)

The maximum Federal share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level — such as CDBG, ARC, HOME) may not be used for the State or Local match.

Estimated FEMA Share $40,582.50 75 % Of Total

Non-Federal Share

Estimated Local Share $7,034.30 13 % Of Total
(Include In-Kind Value and attach commitment of funds letter)
List Funding Sources Pendleton County Fiscal Court

Estimated State Share $6,493.20 12 % Of Total
List Funding Sources KyEM

Estimated Other Agency Share $_____ _____ % Of Total

Identify Other Non-Federal Agency _____

Other Non-FEMA Federal Fund $_____ **Do Not Include In Total**

Identify Other Federal Agency _____

E. Project Milestones

List all major timeline milestones for the project:

Milestone *[e.g. Demolition of 6 structures and removal of debris*	Number of Days to Complete *14 days]*
Master Agreement Process with State	150 days
Solicit Bid Proposals	60 days
Review Bids & Award Contract	30 days
Order Generator & Installation Components	90 days
Install Generator	60 days
Test Generator	30 days
Project Closeout/Final Payment	90 days
TOTAL	**510 DAYS**

F. Generator Data

1. Running Load (kW) 80
2. Starting Load (kW) 154 KVA @ 35%
3. Is load being stepped in? No
4. Generator Specified (kW) 80kW
5. Generator Voltage 120/240 Volts
6. Single or Three Phase Single Phase
7. Type of Controls X automatic ____ manual
8. Type of Fuel Fuel Fuel: Natural Gas (primary) or Liquid LP (secondary)

Note: The generator must be installed in accordance with all applicable local and national building and electrical codes.

Please attach a specification sheet and maintenance plan for the generator. The maintenance plan should include periodically exercising the generator under load. For portable models, specify an operations plan including storage and transportation provisions, prioritized usage locations, and the responsible party for executing generator transport.

PLEASE NOTE: In accordance with 815 KAR 7:120(3)(7)(f), a permit is required from the State Fire Marshal's office for the installation or modification of hazardous materials storage tanks, including base tanks, stand-alone tanks and related piping for flammable, combustible liquids or gases. ALL FUEL TANKS ON PERMANENT INSTALLATIONS OF EMERGENCY GENERATORS MUST BE PERMITTED TO BE IN COMPLIANCE WITH KENTUCKY LAW.

Permit applications are available and can be downloaded at: http://dhbc.ky.gov/fp/hazmat/hazmatformspub.htm.

For questions regarding permits, call the Hazardous Materials section of the Department of Housing, Buildings, and Construction at 502-573-1702.

V. Alternative Actions

This application cannot be reviewed if this section is incomplete.

List two feasible alternative projects to mitigate the hazards addressed in the proposed project. (NOTE: One of the alternatives is the "No Action Alternative" in section A).

A. No Action Alternative
Discuss the impacts on the project area if no action is taken.

If this project is not undertaken, Pendleton County would not have an emergency operations center capable of maintaining power in the event of a widespread outage. This would delay the County's response to emergencies and its capabilities to respond to disasters, and the ability to communicate with other cities and agencies to coordinate the response efforts.

B. Other Feasible Alternative
Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation measure or a significant modification to the design of the proposed project. Include scope of work, engineering details (if applicable), estimated budget, and the impacts of this alternative proposal.

1. **Feasible Alternative Project Description and Scope of Work**
Describe, in detail, the alternative project. Also, Explain how the alternative project will solve the problem(s) / provide protection from the hazard(s).

A feasible alternative would be to purchase a mobile generator. A mobile generator would provide the same protection, but it is a more costly alternative.
The proposed alternative generator is a 85kw portable/towable generator. The cost of the generator would also need to include a cable set for connecting to the transfer panel.

A. **Materials**

Item	# of Units	Cost per Unit	Total Cost
Transfer Switch	1	$6,690.00	$6,690
Generator	1	$75,000.00	$75,000.00
Cables	1	$3,000.00	$3,000.00

B. **Labor** (Include equipment costs -- please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
Installation	1	$20,000.00	$20,000.00

C. **Fees Paid** Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
3 year extended warranty	1	$960.00	$960.00
5 year maintenance service agreement	1	$4,825.00	$4,825.00

Total Estimated Project Cost $$116,475.00

2. **Feasible Alternative Project Location (if applicable)**
☐ Attach a map or diagram showing the alternative site in relation to the proposed project site.
☐ 2 photographs of alternative site.

There is no feasible alternative for the project location. During a power outage, the Northern Pendleton Fire Station is incapable of operating to its fullest potential and performing its responsibilities of protecting the community. If the generator is located at an alternate location, it does not solve the problem of keeping the station operable during an emergency.

Alternative Actions (Continued)

C. **Alternative Project Funding Sources (round to nearest dollar).** The maximum Federal share for HMGP projects is 75%. The remaining 25% can be State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level – such as CDBG, ARC, HOME) may not be used for the State or Local match.

Estimated FEMA Share	$87,356.25	75	% Of Total
Non-Federal Share			
Estimated Local Share (Include In-Kind Value)	$13,141.75	13	% Of Total
List Funding Sources	Pendleton County Fiscal Court		
Estimated State Share	$13,977.00	12	% Of Total
List Funding Sources	KyEM		
Estimated Other Agency Share	$_____	_____	% Of Total
List Other Non-Federal Agency	_____		

Other Non-FEMA Federal Funds $_____, **Do Not Include In Total**
List Other Federal Agency _____

Total Estimated Alternative Project Cost $116,475.00

D. **Impacts of Feasible Alternative Project**
Discuss the impact of this alternative proposal on the project area. Include comments on these issues: Environmental Justice; Endangered Species; Wetlands; Hydrology (Upstream and Downstream Impacts); Floodplain/ Floodway; Historic Issues; Hazardous Materials.

A mobile generator would not be as clean burning, since it would be powered with diesel fuel instead of natural gas. In addition, in emergency situations, diesel fuel is often hard to come by since demand for fuel increases in these situation, especially in the quantities needed to power a generator for any length of time.

VI. Environmental Documents

The applicant should provide the following environmental documentation to FEMA before starting construction activity or jeopardize project funding. The state of Kentucky will actually do this work for you. The state uses a clearinghouse where your application will be taken and reviewed by the different agencies that are concerned with environmental and historical issues.

The Following Types Of Projects Do Not Require Environmental Documentation:

- Development of Mitigation Plans
- Inspection and monitoring activities
- Studies involving only staff time and funding
- Training activities using existing facilities

Other projects require certain environmental documentation depending upon the project type and its potential effects on the physical, biological and built environment. The various types of projects and their required environmental documentation follow:

Warning/Communication Systems And Wind Retrofit Projects

- Coordination from the State Historic Preservation Officer (SHPO) regarding cultural resources (archeological and historical). *Provide the SHPO with:*
  - a description of the project referencing structure/site addresses
  - a map of sufficient scale and detail that shows the project site and surrounding project area (Area of Potential Effects)
  - several original photographs of the project site and adjacent area/structures
- See also – additional documentation section

Additional Documentation

- *If the project involves five or more acres of land* – provide a National Pollutant Discharge Elimination System (NPDES) permit from the U.S. Environmental Protection Agency
- *If the project is located outside of town/city limits* – provide documentation from the USDA Natural Resource Conservation Service (Prime, Unique or other Important Farmlands)
- *If the project will affect any low-income or minority groups in the project area* – provide applicable Environmental Justice information (census, economics, housing and employment)

FEMA Can Provide Additional Environmental Technical Assistance. Your State Hazard Mitigation Officer Can Provide FEMA Environmental Point Of Contact.

Additional Documentation and/or Site Visits May Be Required For Final Environmental Review

VII Maintenance Agreement

NOTE: Applicants whose proposed project involves the purchase and installation of a generator must sign the following agreement.

Pendleton County hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of the approved generator. Routine maintenance shall include, but not be limited to; having a maintenance plan that specifically lists maintenance requirements. This will be written under the guidance of the generator manufacturer, so that the maintenance requirements are specific for the type of generator the community is purchasing. This plan will also include the process for regular maintenance to ensure proper electrical connection, testing, and upkeep to the generator. It is understood that the maintenance of the approved generator shall continue for the operational life of the generator.

The purpose of this agreement is to make clear the Sub grantee's maintenance responsibilities following project award and to show the Sub grantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

Signed by Henry Bertram(printed or typed *name of signing official*) the duly authorized Judge/Executive(*title*) of Pendleton County (*name of applicant*), certified this _____ day of November, 2012.
(*Month*) (*Year*)

Signature of Chief Executive Officer/date:

VIII Executive Officer Certification of Application

The undersigned does hereby submit this application for financial assistance in accordance with the Federal Emergency Agency's *Hazard Mitigation Grant Program* and the State Hazard Mitigation Administration plan and Certifies that the applicant (i.e. organization, city, or county) will fulfill all requirements of the program as contained in applicable Federal regulations and program guidelines, and that all information contained herein is true and correct to the best of our knowledge.

I certify that the information and data submitted in support of this application is, to the best of my knowledge and belief, true, accurate, complete, and correct.

Henry Harrison the duly authorized
(Print or type name of Chief Executive Officer)

Judge/Executive For Pendleton County
(Title) (Applicant)

Signature _____ Date _____

IX Designation of Applicant's Agent Resolution

Be it resolved by _____*(Governing Body)* of _____*(Public Entity)* that _____*(Name of Incumbent)* _____ is hereby authorized to execute for and in behalf of _____ a public entity established under the laws of the State of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President Disaster Relief Fund.

That _____ is a public entity established under the laws of the State of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this _____day of _____, 200_____

_____
(Name and Title)

_____
(Name and Title)

_____
(Name and Title)

CERTIFICATION

I, _____, duly appointed and _____*(Title)* of _____*(Public Entity)*, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____*(Governing Body)* of _____*(Public Entity)*.

On the _____day of _____, 200_____

Date: _____

_____ _____
(Official Position) *(Signature)*

** Name of Incumbent need not be provided in those cases where the governing body of the public entity desires to authorize any incumbent of the designated official position to represent it.*

DR-_____-KY-_____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines, and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural-al engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities;
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial as-assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees; and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such proper-ties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

Signed by Chief Executive Officer or Applicant's Agent STATE ASSURANCES DATE _____

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Attach continuations or additional items to this page
01-92-2001-RIV-HMGP

In Re: Grant Agreement with KY EMS to Fund Partial Salary of Local EM Director

Judge Bertram presented the court with a contract between Kentucky Emergency Management and the county for partial funding of the local EM Director. Squire Fields mad a motion approving the contract as presented, seconded by Squire Fogle, motion carried.

Doc ID No: PON2 095 1300000671 1 Page 1 of 20

Kentucky

Commonwealth of Kentucky

CONTRACT

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

Doc Description: 2012 EMPG Federal Funds for FY2013 County Distribution	
Doc ID No:PON2 095 1300000671 1	Procurement Folder: 2623107
Procurement Type: Grant	
Administered By: Leslie Stamper	Cited Authority: KRS39A.030
Telephone: 502-607-1510	Issued By: Kim Richie

Multiple Provider

702 Capitol Avenue
OMPS
Frankfort KY 40601
US

1	Support Emergency Planning and Preparedness Activities	0.00	0.00000	3,000,000.00	3,000,000.00

Extended Description

Emergency Management Assistance Program (EMA) funds are to be used to support emergency preparedness activities in one hundred twenty (120) local jurisdictions. Approved support includes salaries and other administrative expenses such as expendable office supplies. Approved scope of work will be in accordance with EMA Annual Program Guidance approved per KRS 39C.060. Specific county allocations will be based on total funds available and total number and scope of applications. Specific allocations will be limited to the amount reflected in a separate letter from the Director of KyEM. This Agreement pertains to the following counties: Adair, Allen, Anderson, Ballard, Barren, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Carlisle, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Elliott, Estill, Fayette, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Harlan, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jefferson, Jessamine, Johnson, Kenton, Knott, Knox, Larue, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Livingston, Logan, Lyon, McCracken, McCreary, McLean, Madison, Magoffin, Marion, Marshall, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley, Wolfe, Woodford, and the city of Frankfort.

Local government contributions are to be at least 50% of eligible expenses. Federal funds provide a maximum of 50% reimbursement of eligible expenses.

Payments will be made in the form of Electronic Funds Transfer (EFT) to an account designated by the County Treasurer.

START DATE: 10/01/2012
END DATE: 09/30/2013

Doc ID No: PON2 095 1300000671 1 Page 2

Extended Description

1572
DMA DIV OF ADMIN SERVICES
100 MINUTEMAN PARKWAY

FRANKFORT KY 40601
US

3,000,000.00

Approvals:

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

1st Party:

Signature Title

Printed Name Date

2nd Party:

Henry W. Bertram Judge/Exe
Signature Title

Henry W. Bertram 11-27-12
Printed Name Date

Other Party:

Signature Title

Printed Name Date

Approved as to form and legality:

Attorney

Article I. Scope, Purpose, and Authority

Section 1.01 General

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

(b) This Contract implements elements of a federal grant program from the United States Department of Homeland Security, Catalog of Federal Domestic Assistance number 97.042, Emergency Management Performance grant (EMPG) for which the Kentucky Division of Emergency Management is the grantee within the Commonwealth of Kentucky.

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

Article II. Identification & Obligations of the Parties

Section 2.01 First Party

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

Section 2.02 Second Party

One hundred twenty counties within the Commonwealth of Kentucky, including: Adair, Allen, Anderson, Ballard, Barren, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Carlisle, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Elliott, Estill, Fayette, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Harlan, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jefferson, Jessamine, Johnson, Kenton, Knott, Knox, Larue, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Livingston, Logan, Lyon, McCracken, McCreary, McLean, Madison,

Magoffin, Marion, Marshall, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley, Wolfe, Woodford, and the city of Frankfort (each as the second party), is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Section 2.03 Subcontractor Requirements

The Second Party agrees that all requirements of this contract shall also be applicable and binding on any subcontractor (subject to First Party approval) the Second Parties contract with to meet the statement of work, method of payment, and deliverables of this contract.

Section 2.04 Extensions and Amendments to this Contract

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

Section 2.05 Choice of Law and Forum Provision

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

Section 2.06 Sole Benefit

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

Section 2.07 Successors and Assigns

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

successors or assigns.

Section 2.08 Entire Contract

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

Section 2.09 Severability

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

Section 2.10 Waiver of Breach

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

Section 2.11 Data Collection/Analysis Limitations

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

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

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

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

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

Section 2.13 Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract,

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

Section 2.14 Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Contract.

Section 2.15 Liability and Indemnity

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

Section 2.16 Funding Out Provision

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

Section 2.17 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and nonprofessional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

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

Section 3.01 Purpose and Scope

This Contract implements elements of a federal grant program "Emergency Management Assistance Grant (EMPG)," authorized by Catalog of Federal Domestic Assistance number 97.042, and administered by the First Party.

Section 3.02 Performance Specifications

Successful completion by the Second Parties shall include the following deliverables:

Within 15 days of the end of each quarter, the local emergency management agency shall upload to www.kyemweb.com a completed claim of reimbursement (KyEM Form 160) signed by the Local Emergency Management Director and the County Treasurer. Upon notification of the upload, the regional office will facilitate administrative review and notify the Program Manager that the claim is ready for reimbursement, as stated in the FFY2012 Emergency Management Performance Grant Guidance.

Section 3.03 Scope of Services/Scope of Work

(a) The Second Party will accomplish the goals and objectives as presented through the annual program guidance issued by the Director, Kentucky Division of Emergency Management and the results of internal and external evaluations of capabilities by both federal and commonwealth evaluations

(b) Counties will be notified in writing of the exact allocation amount by the Division of Emergency Management, based upon program analysis.

(c) Second Party allocations pursuant to KRS 39C.010 and 39C.020 are up to but no more than fifty percent of the total local funds expended by the local agencies.

Section 3.04 Property

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this contract, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

Section 3.05 Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data

provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this contract, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this contract shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this contract without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this contract and possible criminal prosecution.

Article IV. Consideration and Conditions for Payment

Section 4.01 Total Amount of Contract and Contract Period

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

Section 4.02 Earliest Dates of Payment

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) to wit payments on personal service contracts and memoranda of contracts shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Section 4.03 Payments

Payment by the First Party to the Second Party and/or Third Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party and/or Third Party. The preferred method of payment will be through electronic funds transfer.

Section 4.04 Other Expenses

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

(b) Where applicable:

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

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

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

Section 4.05 Travel

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

Section 4.06 Social Security

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

Section 4.07 Financial Management System

(a) Applicable only to contracts where reimbursement is based upon actual, allowable costs.

(b) The Second Party agrees to establish and/or maintain a financial management system which shall provide for:

(i) Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;

(ii) Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;

(iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;

(iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and

(v) Accounting records that are supported by source documentation.

Section 4.08 KRS45A.695

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

Section 4.09 Access to Records

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

Section 4.10 Conflict of Interest Laws and Principles

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

Section 4.11 Certification of Lobbying

(a) No state funds appropriated to the Second Parties pursuant to this contract shall be used to influence, either directly or indirectly, the introduction or modification of any federal or state legislation, or the outcomes of any federal, state or local election, referendum, or initiative.

(b) In addition, for any payment involving federal funds, the Second Parties certify to the best of their knowledge and belief, that for the receding contract period, if any, and for this current contract period:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Second Part ies, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

(c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative contract, the Second Party shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(d) The Second Parties shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontractors, subgrants, and contracts under grants, loans, and cooperative contracts, and that all subrecipients shall certify and disclose accordingly.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

Section 4.12 Violation of tax and employment laws

(a) KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of

a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

(b) To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

(c) KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

(d) Contractor must initial one:
_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

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

Article V. Time of Performance

Section 5.01 Effective Date

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

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and

Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Section 5.02 Cancellation:

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

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

Section 5.03 Modifications to Contract

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

Section 5.04 Notices

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

Section 5.05 Disputes

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

Section 5.06 Pricing

The total contract amount is $3,000,000.00, which is comprised of a 50% federal share, plus a 50% local share. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for expenditures and is reimbursed after review by the First Party.

Article VI. Federal Representations and Certifications

Section 6.01 Non-discrimination

(a) The Second Parties agree that no person shall be denied benefits of, or otherwise be

subjected to discrimination in connection with the Second Party's performance under this Contract, on the grounds of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Second Party covenants and agrees to comply with the follow:

(i) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

(ii) Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);

(iii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

(iv) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

(b) DISCRIMINATION (Because of race, religion, color, national origin, sex, age, or disability) PROHIBITED. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the Second Party agrees as follows:

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

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

(iii) The Second Parties will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Parties will take such action with respect to any subcontract or

purchase order as the First Party or federal administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

Section 6.02 Lobbying

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

entering into of any cooperative contract; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

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

Section 6.03 Drug-Free Work Place

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

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

Section 6.04 Environmental Standards

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

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

Section 6.05 Preference for U.S. Flag Carriers

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

Section 6.06 Debarment and Suspension

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

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

Section 6.07 Hatch Act

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

Section 6.08 Buy American Act

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

Section 6.09 Copeland "Anti-Kickback" Act

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

Section 6.10 Purchasing and Specifications

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

Section 6.11 Confidentiality

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

Section 6.12 Audit Requirements

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

Section 6.13 Applicable Law

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

Section 6.14 Governing Regulations

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

Section 6.15 Procurement

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

Section 6.16 Environmental Requirements

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

Section 6.17 Uniform Administrative Requirements

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

Section 6.18 Cost Principles

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

Section 6.19 Contract Work Hours and Safety Standards Act

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

Section 6.20 Patent Rights

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

In Re: Transfers

Judge Bertram presented and reviewed the Budget Account Transfers, whereupon Squire Veirs made a motion, seconded by Squire Fields that the following transfers be approved as presented, motion carried.

PENDLETON COUNTY FISCAL COURT
TUESDAY NOVEMBER 27, 2012
7:00 PM

COURT ORDERED TRANSFERS

General Fund

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

01-5065-192	Election Commissioners Salary	$ 400.00
01-5076-309	Community Development Consultant	$2,475.00
01-5081-537	Judicial Center Judgements	$1,000.00

INTERFUND TRANSFERS

Transfer from General Fund to 911 Fund for Operations $30,000.00

Henry W. Bertram

Vicky J. King

In Re: Payment of Claims

Judge Bertram presented and reviewed the payment of claims, whereupon Squire Whaley made a motion, seconded by Squire Fields that the following claims be allowed and paid out of the following funds, motion carried.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5216		Vendor MOD OFFICE MODERN OFFICE METHODS INC.			Voucher Date	11/27/2012
05-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	10001176LK-01	905942	INVOICE 30816774, COPIER CHARGES JUDGES OFFICE	339.02
		Printed On Check 015641			Voucher Totals	339.02
Voucher No. 05-5217		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date	11/27/2012
05-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	72001,56001,71001	905902	JUDGES OFFICE SUPPLIES	86.38
05-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	631793992001	905898	JUDGES OFFICE SUPPLIES	23.73
05-0127	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	631793810001	905898	SOLID WASTE OFFICE PHONE	179.99
		Printed On Check 015642			Voucher Totals	290.10
Voucher No. 05-5218		Vendor SCHWAAB SCHWAAB, INC.			Voucher Date	11/27/2012
05-0127	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	125305	905953	OFFICE SUPPLIES, JUDGES OFFICE	34.99
		Printed On Check 015643			Voucher Totals	34.99
Voucher No. 05-5219		Vendor 2010KACO C 2012 KACO CONFERENCE			Voucher Date	11/27/2012
05-0127	01-5025-569-	REGISTRATION/CONFERENCES	120414	905952	2012 KACO CONF, BERTRAM, FIELDS, FOGLE, VEIRS	790.00
		Printed On Check 015644			Voucher Totals	790.00
Voucher No. 05-5220		Vendor POST OFFIC U S POST OFFICE			Voucher Date	11/27/2012
05-0127	01-5047-583-	TAX ADMINISTRATOR POSTAGE		905988	500 STAMPS, OCC TAX	220.00
		Printed On Check 015645			Voucher Totals	220.00
Voucher No. 05-5221		Vendor STRAUSS STRAUSS & TROY			Voucher Date	11/27/2012
05-0127	01-5070-399-	PLANNING - COMPREHENSIVE		905992	MONTHLY STIPEND, TIM THEISSEN, ATTORNEY	1,500.00
		Printed On Check 015646			Voucher Totals	1,500.00
Voucher No. 05-5222		Vendor NKAPC NORTHERN KY AREA PLANNING COMMISSION			Voucher Date	11/27/2012
05-0127	01-5070-399-	PLANNING - COMPREHENSIVE	1170	905970	OCTOBER PLATS, P & Z	990.00
		Printed On Check 015647			Voucher Totals	990.00
Voucher No. 05-5223		Vendor BRIANTHOMP BRIAN THOMPSON			Voucher Date	11/27/2012
05-0127	01-5070-574-	P & Z TRAINING		905951	REIMBURSE MEAL, MILEAGE-50 MI @ .48, EOC TRAINING	34.14
		Printed On Check 015648			Voucher Totals	34.14
Voucher No. 05-5224		Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY			Voucher Date	11/27/2012
05-0127	01-5075-578-	ECONOMIC DEVELOPMENT UTILITIES		905965	COMMUNITY DEVELOPMENT OFFICE EXPENSES	150.17
		Printed On Check 015649			Voucher Totals	150.17
Voucher No. 05-5225		Vendor ANGELAHORN ANGELA HORNBECK			Voucher Date	11/27/2012
05-0127	01-5076-309-	COMMUNITY DEVELOPMENT CONSULTANT		905985	OCTOBER MARKETING OF GATEWAY	900.00
		Printed On Check 015650			Voucher Totals	900.00
Voucher No. 05-5226		Vendor TOWERCLOCK DAVID NEAL			Voucher Date	11/27/2012
05-0127	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		905934	COURTHOUSE TOWER CLOCK REPAIRS, MAINTENANCE	200.00
		Printed On Check 015651			Voucher Totals	200.00

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5227		Vendor SCIOTO SCIOTO, L.L.C.			Voucher Date	11/27/2012
05-0127	01-5081-329-	JUDICIAL CENTER CUSTODIAL PERSONNEL	056873	905958	NOVEMBER GENERAL CLEANING, JUDICIAL CTR	2,635.30
		Printed On Check 015652			Voucher Totals	2,635.30
Voucher No. 05-5228		Vendor UNDERWRITE UNDERWRITERS SAFETY & CLAIMS			Voucher Date	11/27/2012
05-0127	01-5081-537-	JUDICIAL CENTER JUDGEMENTS	GC2010834459	905945	CLAIM # GC2010834459, CLAIMANT: WALKER COMPANY	1,000.00
		Printed On Check 015653			Voucher Totals	1,000.00
Voucher No. 05-5229		Vendor TNTCABLING T-N-T CABLING SOLUTIONS, LLC.			Voucher Date	11/27/2012
05-0127	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT		905975	INSTALLATION OF DATA DROPS, SHERIFFS OFFICE	975.00
		Printed On Check 015654			Voucher Totals	975.00
Voucher No. 05-5230		Vendor VANLAND VANLANDINGHAM & SONS INC.			Voucher Date	11/27/2012
05-0127	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.		905946	REPAIR WATER HEATER, PARTS & LABOR, ANNEX BLDG	158.71
		Printed On Check 015655			Voucher Totals	158.71
Voucher No. 05-5231		Vendor JOHNSON&SO JOHNSON AND SON HEATING & COOLING, LLC			Voucher Date	11/27/2012
05-0127	01-5086-571-	RENEWALS AND REPAIRS ANNEX BLDG.		905991	FURNACE REPAIR, ANNEX BLDG	372.00
		Printed On Check 015656			Voucher Totals	372.00
Voucher No. 05-5232		Vendor FALMOUTH CITY OF FALMOUTH			Voucher Date	11/27/2012
05-0127	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		905989	OCTOBER FIRE RUNS	4,290.00
		Printed On Check 015657			Voucher Totals	4,290.00
Voucher No. 05-5233		Vendor STEVEJOHNS STEPHEN T. JOHNSON			Voucher Date	11/27/2012
05-0127	01-5205-573-	ANIMAL SHELTER TELEPHONE		905972	REIMBURSEMENT, MAY-SEPTEMBER CELL PHONE	240.00
		Printed On Check 015658			Voucher Totals	240.00
Voucher No. 05-5234		Vendor SILGAS SILGAS			Voucher Date	11/27/2012
05-0127	01-5205-576-	DOG KENNEL UTILITIES	75240	905939	HEATING FUEL-ANIMAL SHELTER	798.40
05-0127	01-5205-576-	DOG KENNEL UTILITIES	75690	905981	GAS CHARGES FOR ANIMAL SHELTER	624.89
		Printed On Check 015659			Voucher Totals	1,423.29
Voucher No. 05-5235		Vendor PCHS ROTC PCHS ROTC			Voucher Date	11/27/2012
05-0127	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		905670	LLITTER PICK UP 7 MILES @ $100 PER MILE	700.00
		Printed On Check 015660			Voucher Totals	700.00
Voucher No. 05-5236		Vendor HD WATERWO HD SUPPLY WATERWORKS			Voucher Date	11/27/2012
05-0127	01-5227-548-	SEWER & WATER - SPECIAL PROJECTS	5654733	905980	INVOICE 5654733, CITY OF BUTLER PROJECT	12,827.64
		Printed On Check 015661			Voucher Totals	12,827.64
Voucher No. 05-5237		Vendor BOARDOFEDU PENDLETON COUNTY BOARD OF EDUCATION			Voucher Date	11/27/2012
05-0127	01-5405-107-	RECREATION - SUPER / DIRECTOR		905975	NOVEMBER RECREATION CONTRIBUTION	2,512.88
		Printed On Check 015662			Voucher Totals	2,512.88
					22 Vouchers Printed Totalling	32,583.24

Page No 2

Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5238		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date	11/27/2012
05-0227	02-6105-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	25001,23001	905573	ROAD DEPT OFFICE SUPPLIES	90.79
		Printed On Check 007669			Voucher Totals	90.79
Voucher No. 05-5239		Vendor HILLTOP HILLTOP STONE LLC			Voucher Date	11/27/2012
05-0227	02-6105-409-	CRUSHED STONE & GRAVEL	872960	905252	23.92 TON LIMESTONE, BYALISS & GILLESPIE ROADS	209.05
05-0227	02-6105-409-	CRUSHED STONE & GRAVEL	872960	905956	11.18 TON LIMESTONE	93.94
		Printed On Check 007670			Voucher Totals	302.99
Voucher No. 05-5240		Vendor TRUCK & TR TRUCK AND TRAILER SUPPLY			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	KK187304	905293	TARP STRAPS, LED STROBE, SPOT MIRROR, GROMMET	286.60
05-0227	02-6105-447-	ROAD MATERIALS	CM187353	905293	4" LED STROBE RETURN	(126.08)
05-0227	02-6105-447-	ROAD MATERIALS	KK187029	905284	4 DESICANT CARTRIDGE (AIR DRYERS FOR TRUCKS)	262.92
05-0227	02-6105-447-	ROAD MATERIALS	KK187433	905296	6 1" X 3 1/2" PLOW PIR (SNOW PLOWS)	28.98
05-0227	02-6105-447-	ROAD MATERIALS	KK187354	905297	60 SERIES LED STROBE	126.78
		Printed On Check 007671			Voucher Totals	587.20
Voucher No. 05-5241		Vendor VANLAND VANLANDINGHAM & SONS INC.			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	435	905947	2 OIL BURNER NOSSELS-ROAD PAVER	38.20
		Printed On Check 007672			Voucher Totals	38.20
Voucher No. 05-5242		Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	2623557	905936	OXYGEN CYLINDERS	34.06
		Printed On Check 007673			Voucher Totals	34.06
Voucher No. 05-5243		Vendor FREIGHTLIN FREIGHTLINER TRUCKS			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	C00736031301	905295	PRIMARY ENGINE AIR FILTER TRUCK #6	65.00
		Printed On Check 007674			Voucher Totals	65.00
Voucher No. 05-5244		Vendor EATON ASPH EATON ASPHALT			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	20634425	905265	29.54 TON COLD MIX	3,397.10
		Printed On Check 007675			Voucher Totals	3,397.10
Voucher No. 05-5245		Vendor ZEE ZEE MEDICAL, INC. - #149			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS	0149927557	905289	FIRST AID SUPPLIES	72.70
		Printed On Check 007676			Voucher Totals	72.70
Voucher No. 05-5246		Vendor WOODYMORG/ ELWOOD MORGAN			Voucher Date	11/27/2012
05-0227	02-6105-447-	ROAD MATERIALS		905979	TAKE DOWN AND CUT UP 14 TREES, TURNER RIDGE ROAD	2,750.00
		Printed On Check 007677			Voucher Totals	2,750.00
					9 Vouchers Printed Totalling	7,338.04

Page No 1

Pendleton County Fiscal Court

Voucher Claims Register

Jail Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5247		Vendor CAMP DETEN	CAMPBELL COUNTY DETENTION CENTER		Voucher Date	11/27/2012
05-0327	03-5101-314-	CONTRACT WITH OTHER COUNTIES		905804	10/2012 HOUSING INMATE T BRADLEY, PAY/STAY WARRENT	70.00
		Printed On Check 005825			Voucher Totals	70.00
Voucher No. 05-5248		Vendor OFFICEDEPO	OFFICE DEPOT		Voucher Date	11/27/2012
05-0327	03-5101-445-	OFFICE SUPPLIES	833447729001	905969	JAILERS OFFICE SUPPLIES	106.56
		Printed On Check 005826			Voucher Totals	106.56
Voucher No. 05-5249		Vendor CLINICAL	CLINICAL SOLUTIONS		Voucher Date	11/27/2012
05-0327	03-5101-549-	ROUTINE MEDICAL		905805	MEDS FOR INMAES OCTOBER 2012	204.21
		Printed On Check 005827			Voucher Totals	204.21
					3 Vouchers Printed Totalling	380.77

Pendleton County Fiscal Court

Voucher Claims Register

L.G.E.A. Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5250		Vendor PKDESIGNSI	PK DESIGNS, INC		Voucher Date	11/27/2012
05-0427	04-5135-446-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES	49742	905813	STRIPING AND LETTERING ON CHEVY TAHOE	500.00
		Printed On Check 002221			Voucher Totals	500.00
					1 Vouchers Printed Totalling	500.00

Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5251		Vendor MOD OFFICE	MODERN OFFICE METHODS INC.		Voucher Date	11/27/2012
05-7527	75-5145-445-	911 OFFICE SUPPLIES		905941	INVOICE 30816773, COPIER LEASE 911	123.50
		Printed On Check 002644			Voucher Totals	123.50
Voucher No. 05-5252		Vendor ANGELAWRIG	ANGELA WRIGHT		Voucher Date	11/27/2012
05-7527	75-5145-560-	911 STAFF TRAINING		905993	REIMBURSEMENT TRAVEL & MEAL, 911 TRAINING	25.43
		Printed On Check 002645			Voucher Totals	25.43
					2 Vouchers Printed Totalling	148.93

Pendleton County Fiscal Court

Voucher Claims Register

Education Fund

From: 11/27/2012 To: 11/27/2012

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 05-5253		Vendor RUMPKE RUMPKE OF KENTUCKY INC.			Voucher Date	11/27/2012
05-9127	91-5210-468-	RECYCLING AND LANDFILL SUPPLIES	740932	905954	ADMINISTRATE & STATE FEES	54.98
		Printed On Check 001375			Voucher Totals	54.98
Voucher No. 05-5254		Vendor POST OFFIC U S POST OFFICE			Voucher Date	11/27/2012
05-9127	91-5210-595-	109 BOARD EDUCATION PROGRAMS		905950	1 YR RENTAL, P O BOX 181, 41040, 109 BOARD	64.00
		Printed On Check 001376			Voucher Totals	64.00
Voucher No. 05-5255		Vendor PSMS ACADE PSMS ACADEMIC TEAM			Voucher Date	11/27/2012
05-9127	91-5210-595-	109 BOARD EDUCATION PROGRAMS		905871	LITTER PICKUP 5 MILES @ $100 A MILE	500.00
		Printed On Check 001377			Voucher Totals	500.00
					3 Vouchers Printed Totalling	618.98

Page No 3

In Re: Adjournment

A motion was made by Squire Fields, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on December 11, 2012 at 7:00 pm subject to any called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk