

**PENDLETON COUNTY FISCAL COURT
JULY TERM
JULY 24, 2018
COURT MET PURSUANT TO ADJOURNMENT WITH
HONORABLE DAVID S. FIELDS, COUNTY JUDGE EXECUTIVE
PRESIDING**

Members Present: Squire Whaley, Squire Veirs, Squire Fogle and Squire Mineer
Members Absent: None
County Attorney: Honorable Jeff Dean

Invocation was given by Honorable Jeff Dean with the Pledge of Allegiance being led by Judge Fields.

In Re: Approval of Agenda

Judge Fields presented the agenda for this meeting. Squire Veirs made a motion, seconded by Squire Mineer to approve the agenda, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Marianne Roseberry presented the court with minutes of the July 10, 2018 and July 16, 2018 special called meeting. Squire Fogle made a motion, seconded by Squire Whaley that the minutes be approved as presented, motion carried.

In Re: Treasurer's Report

Pendleton County Treasurer, Vicky King, provided the court with a copy of the treasurer's report for the month of June 2018 at the July 10, 2018 meeting. Squire Mineer made a motion, seconded by Squire Veirs that this report be approved as presented, motion carried.

In Re: MOU Agreement – SRO

The court heard from several concerned citizens and school personnel concerning the School Resource Officers. Judge Fields suggested they form a committee of two Magistrates, Squire Whaley and Squire Fogle, School Superintendent Mr. Buerkley and Sheriff Craig Peoples to meet and get back with the court. Squire Whaley made a motion, seconded by Squire Mineer to table this matter until a later date, motion carried.

In Re: Susan Gibson from Part-Time to Full Time Dispatcher

Squire Veirs made a motion, seconded by Squire Whaley to approve Susan Gibson from part-time to full time dispatcher, motion carried.

In Re: Brian Thompson – Sester Property Violation US 27

After a discussion, the court decided Brian Thompson should meet with County Attorney Jeff Dean concerning this matter. No action taken

In Re: Speed Limit Set for Clos Road- 20MPH

Judge Fields stated the speed limit of 20 mph has been set for Clos Road. No action taken. Informational only.

Executive Order

This is to certify that David S. Fields, Judge/Executive with recommendations from Gary Veirs, Magistrate have reviewed the request of residents along Clos Road. Their request is for 20 mph speed limit signs being placed at each end of the roads, has been approved. These signs will be installed as soon as possible after this order has been signed and filed at the county clerk's office. A speed zone will exist between these signs. All speed limit signs will comply with Pendleton County Ordinance No. 500.2.

David S. Fields
Pendleton County Judge/Exe

Date: _____

Magistrate Gary Veirs

Date: _____

In Re: Agreement with Scioto Services

Judge Fields presented the agreement with Scioto Services for the Justice Center Janitorial Service. Squire Whaley made a motion, seconded by Squire Mineer to approve the agreement with Scioto Services, motion carried.

INDEPENDENT JANITORIAL SERVICES CONTRACTOR AGREEMENT

This agreement is by and between THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY, 233 Main Street, Falmouth, Kentucky 41040, "THE COUNTY" and SCIOTO SERVICES, 3478 Hauck Road, Suite D Cincinnati, Ohio 45241, "JANITORIAL SERVICES CONTRACTOR", and effective as of the July 1, 2018.

Whereas, THE COUNTY advertised for contract proposals from persons wishing to perform janitorial services at the Pendleton County Judicial Center and seeks to contract with an independent JANITORIAL SERVICES CONTRACTOR to perform such services; and

Whereas, JANITORIAL SERVICES CONTRACTOR was the successful bidder and wishes to provide said services for THE COUNTY on the terms and conditions set forth in this agreement;

Now, therefore, in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

(A) THE COUNTY agrees to retain JANITORIAL SERVICES CONTRACTOR as an independent contractor. JANITORIAL SERVICES CONTRACTOR agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes JANITORIAL SERVICES CONTRACTOR will be acting as an independent contractor and not as an employee of THE COUNTY, including for purposes of withholding, social security, unemployment insurance, and any other federal, state, or local statute or regulation governing the relationship between an employer and its employees. JANITORIAL SERVICES CONTRACTOR, at its sole expense, shall maintain liability insurance policies for the benefit of both parties in an amount as set forth in the Bid Specification Documents (hereto attached) and provide THE COUNTY a copy of said liability insurance policies. JANITORIAL SERVICES CONTRACTOR, at its sole expense, shall provide Workers Compensation Insurance for any and all employees that provide services under this contract if state or federal law requires coverage for said employees. Said employees of the JANITORIAL SERVICES CONTRACTOR are its employees and are not employees of THE COUNTY. Said employees of JANITORIAL SERVICES CONTRACTOR shall be properly trained and qualified before providing any services under this agreement. THE COUNTY shall be given the names, addresses and proof of training and qualifications of any employees of the JANITORIAL SERVICES CONTRACTOR which will be performing work on behalf of the JANITORIAL SERVICES CONTRACTOR.

(B) JANITORIAL SERVICES CONTRACTOR agrees to use its best efforts to perform janitorial services at the Pendleton County Judicial Center as directed by THE COUNTY and as set forth in the Bid Specifications and the Bid Documents filed by the JANITORIAL SERVICES CONTRACTOR. For clarity purposes, the original bid submitted by JANITORIAL SERVICES CONTRACTOR contained a cost proposal for daily, weekly and monthly services to be provided at an annual cost of Thirty Three Thousand, Six Hundred and Ninety-Six Dollars and Eighteen Cents (\$33,296.18). Additionally, the proposal included the cost of providing Semi-Annual services at a cost of One Thousand, Six Hundred and Ninety-Two Dollars and Ninety-Three Cents (\$1,692.93) and Annual services at a cost of Four Thousand, One Hundred and Ninety Dollars and Fifty-Four Cents (\$4,190.54). Said specifications and documents are incorporated herein and made a part hereof by reference as if fully set out subject to the above mentioned clarifications. Such duties shall include, but are not limited to janitorial services as set forth and contemplated in the bid specifications and bid documents on the grounds of the

Pendleton County Justice Center. In addition JANITORIAL SERVICES CONTRACTOR will perform other general janitorial services as directed from time to time by THE COUNTY.

(C) JANITORIAL SERVICES CONTRACTOR'S sole compensation under this agreement shall be Thirty Nine Thousand One Hundred and Seventy-Nine Dollars and Sixty-Five Cents (\$39,179.65) Dollars to be paid as services are rendered as set forth in the bid documents.

(D) JANITORIAL SERVICES CONTRACTOR may have access to certain "secure" areas of the Pendleton County Judicial Center. JANITORIAL SERVICES CONTRACTOR and its employees shall execute any security documents that may be required by the Administrative Office of the Courts in order to have access to said area and will comply with any and all terms of said agreements.

(D) Either party may terminate this agreement at any time by giving notice in writing to the other at least thirty (30) days prior to such termination.

(E) Upon termination of this agreement for any reason, JANITORIAL SERVICES CONTRACTOR shall be entitled only to accrued payments due under this Agreement prior to the effective date of the termination.

(F) JANITORIAL SERVICES CONTRACTOR agrees that this agreement cannot be assigned, transferred, or pledged in any way and shall not be subject to attachment, execution, or similar process. Any attempt to do so shall be null and void and shall relieve THE COUNTY of any and all liability under this agreement.

(G) This agreement shall be binding upon and inure to the benefit of the parties and its successors, assigns, heirs, and legal representatives of the respective parties.

(H) Any notice to be given under this agreement shall be in writing and delivered personally and sent by certified mail, return receipt requested, as follows: if to THE COUNTY: Judge/Executive, Pendleton County Fiscal Court, 233 Main Street, Falmouth, Kentucky 41040; if to JANITORIAL SERVICES CONTRACTOR: SCIOTO SERVICES, 10945 Reed-Hartman Highway, Cincinnati, Ohio 45242

(I) This agreement contains the entire agreement and understanding of the parties and may not be amended, modified, or supplemented except in writing signed by the parties.

(J) This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.

(K) The undersigned acknowledge they have the authority to execute this agreement and by their signatures bind the respective parties hereto.

(L) This agreement is understood to be for a period of one year but may be extended, upon mutual agreement from both parties, with just cause or for additional one year periods with no more increase in cost of services above the Consumer Price Index for each additional year contract. Both Parties must agree on the terms hereby directed in this section. Any modification and/or extension of this contract shall be done in writing and agreed upon by both parties.

FISCAL COURT OF PENDLETON COUNTY

BY: _____
DAVID S. FIELDS
PENDLETON COUNTY JUDGE/ EXECUTIVE

JANITORIAL SERVICES CONTRACTOR

BY: _____
AMY RASMUSSEN
SCIOTO SERVICES – BUSINESS DEVELOPMENT

PENDLETON COUNTY FISCAL COURT
JANITORIAL SERVICES FOR NEW JUDICIAL CENTERS
2018-2019

Criminal History Records Checks:

Due to the sensitive nature of the areas to be serviced, the County must provide Donald Leathers at the AOC (DonaldLeathers@kycourts.net or fax 502-573-0185), the names, social security numbers, addresses, and dates of birth of each person proposed to have access to the facility for janitorial purposes. The AOC reserves the right to deny access to the facilities to any person based on the results of criminal records checks. The AOC reserves the right to refuse to reimburse the County for expenses associated with janitorial services performed by an individual if: (1) the County has failed to provide the information requested above concerning that individual; or (2) the AOC has notified the County that it will not permit the individual to access the facility after hours based on the results of a criminal records check.

Insurance and Bonding:

The janitorial service shall provided a bond for each of their employees at an amount no less than \$5,000.00 and shall maintain a General Liability Insurance policy with a minimum of \$25,000 in coverage in order to cover any County and AOC Property Damage caused by the janitorial service. The County shall also require the janitorial service to provide \$100,000.00 General Liability Insurance policy for Personal Injuries cause by janitors. The janitorial service shall provide Workman's Compensation Insurance for each of its employees.

In Re: Agreement Donation to the South and North Family Resource Centers

Squire Veirs made a motion, seconded by Squire Fogle to donate \$100 to each Resource Center for Cardinal Fest and Ready Fest, motion carried.

South Family Resource Youth Services Center
2359 Hwy 27 North
Falmouth, KY 41040

Kelly Staten
Coordinator
Jodi Buckley
Family Advocate



Phone (859) 654-3355
Fax (859) 654-4235

June 11, 2018

Dear Agency/Organization:

Even though the 2018-19 school year is just ending, we are once again planning for the next school year at Southern Elementary School. We are now planning for our back to school event "Cardinal Fest!" This will be an **outside** (weather permitting), back to school community festival setting for the families to attend to jump start the new school year. We are very excited and hope that this event will be even bigger and better than years past!

The event will take place on **Friday, August 10, 2018, from 5:00-7:00 p.m.** at Southern Elementary School in Falmouth, Kentucky.

We would like to include your agency with a booth and/or display to promote services available to our families. We feel this will greatly benefit our students in preparation for their return to school. If you like to make a donation for this event or offer door prizes at your booth, feel free to bring them the night of "Cardinal Fest." Since this is a festival type setting, we encourage everyone to participate with the theme and try to incorporate a game at your booth as you hand out items.

To participate as an exhibitor, please complete the information below and email this form back to me at **jodi.buckley@pendleton.kyschools.us**. Directions will be sent upon request. If you have any questions, please contact me at (859) 654-3355 ext. 7291.

Thank you for your support of "Cardinal Fest 2018-19". With your help, we can continue to benefit our students at Southern Elementary.

Sincerely,

Kelly Staten
Coordinator of SFRYSC

Jodi Buckley
Family Advocate

Agency: _____

Contact: _____

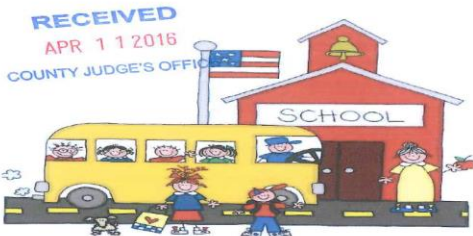
Phone: _____

Fax: _____

Email: _____

Number of tables needed: _____

Number Attending: _____



**WE COULD NEVER DO ALL WE DO,
IF IT WASN'T FOR YOU...
WE NEED YOUR HELP WITH
"READY FEST"**

**At Northern Elementary School
WEDNESDAY AUG. 3RD, 2016**

**Vendors will set up in the
gymnasium by 3:00pm**

Dear Community Member,

For more years than we can count, our North Family Resource Center has been organizing, presenting, and hosting the back to school Ready Fest for Northern Elementary students and their families. We remember years ago, sitting in the old double-wide trailer across from Northern (our office at the time), and conjuring up the idea of creating a back to school event to help families with back to school supplies. We had seen in the KY Post, such an event held, (baseball theme), held at Newport elementary. Way back then, Principal Roger Reidinger was "all in"! We just had to figure out what we wanted to do, come up with a "real plan & put it in place", plus...get a name to last! Now, 20 years later...here we are once again, trying to pull everything together to present "Ready Fest" for our families this coming school year. From the beginning, this has been a school/community event, and still is to this day, we depend on our community to help us pull this all together! We went from outside to inside, and now... from the Friday before schools started (when 1st day was on Wed.), to the Wednesday, with school starting on Monday!

As it was twenty years ago, our goal still remains to provide back to school supplies for many students who otherwise would not have them...but...not showing favors..."IT'S FOR EVERYONE!" We want every child to get a step up and start their first day of school with all the supplies they need to be successful that day, and every day. In today's world, everyone could use a little help here or there! Plus, it doesn't get much better than offering parents the opportunity to get to know more about their community, meet their child's new teacher, the kids have a blast, and the entire family can eat & meet the school staff. TO TOP IT OFF---IT'S IN A FUN, RELAXED ATMOSPHERE OF THEIR OWN SCHOOL!

We realize, year after year, we contact pretty much the same people, asking for help, (not just once, but over and over throughout the school year). The fact is, "we need our community". (Ready Fest, Camp Kindergarten, clothing & food for those in need, school supplies throughout the school year, shoes, coats, hats & gloves, underclothing...ALL OF THIS IS BECAUSE YOU MAKE IT POSSIBLE!) We are reaching out to you, either to man a booth and provide a school supply item, (ie: pencils, spiral notebook, pencil pouches, cube erasers, paper, pocket folder, etc.--*one item for each student) -OR- we will gladly accept a monetary donation to aide us in purchasing back to school supplies. Let us know which works best for you! Please call as soon as you can if you choose to have a table. (859-472-5518)

PLEASE NOTICE: READY FEST HAS CHANGED FROM FRIDAY TO WEDNESDAY, SAME TIME, SAME PLACE---JUST A DIFFERENT DAY!!! © ©
Thank You & Hope to Hear From You Soon,

Darlene Wright *Joan Wright*
Darlene Wright/Coordinator & Joan Wright, Admin. Secretary

In Re: Transfers

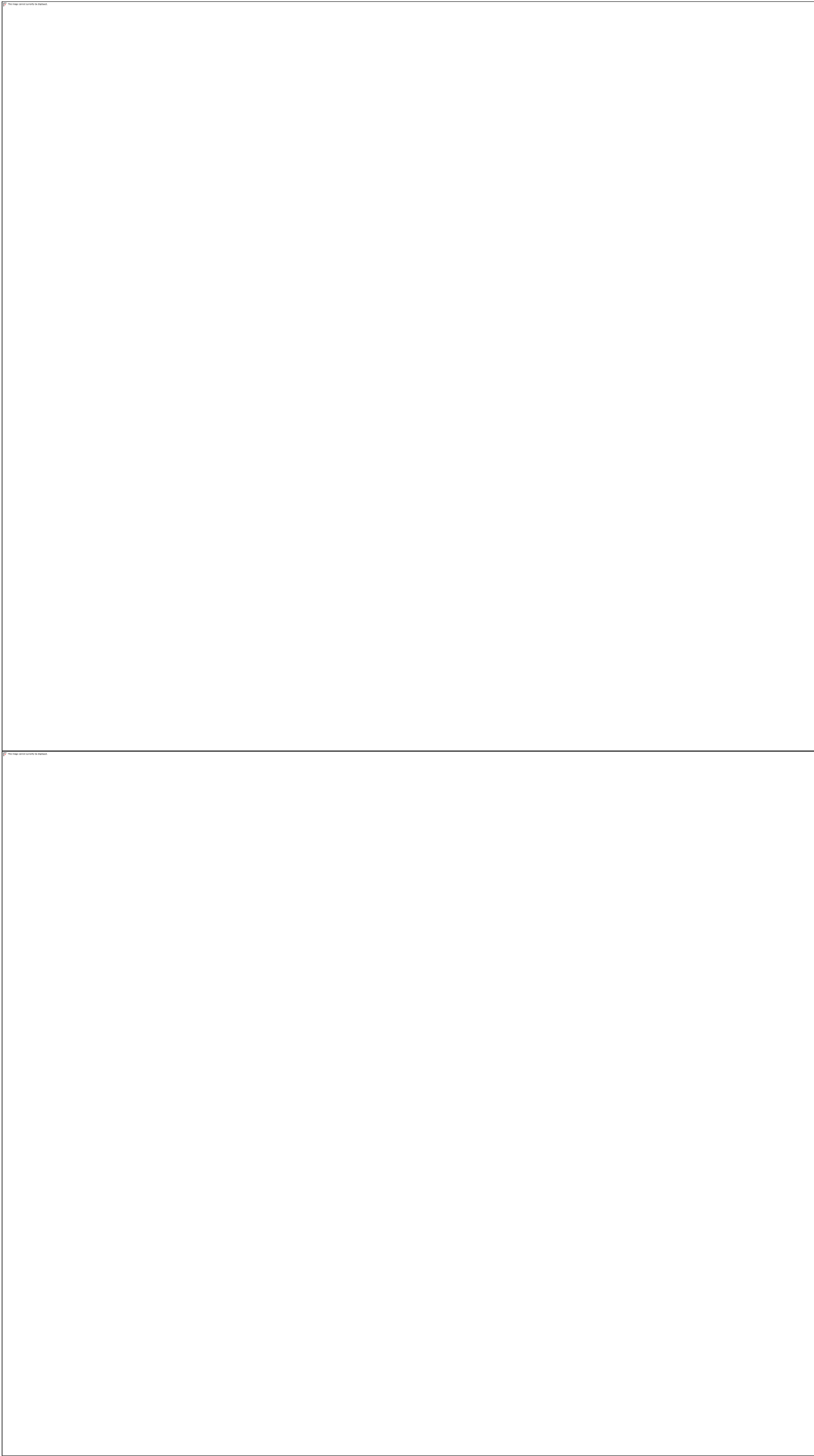
Judge Fields presented and reviewed the budget account transfers. Squire Whaley made a motion, seconded by Squire Mineer that the transfers be approved as presented, motion carried.



In Re: Payment of Claims

Judge Fields presented and reviewed the payment of claims, Squire Mineer made a motion, seconded by Squire Whaley that the claims be approved and paid as presented, motion carried.





In Re: Adjournment

Squire Mineer made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on August 14, 2018 subject to any special called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk