

**PENDLETON COUNTY FISCAL COURT
MAY TERM
MAY 23, 2018
SPECIAL CALL MEETING
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 Squire Veirs with the Pledge of Allegiance being led by Judge Fields.

In Re: Approval of Agenda

Judge Fields presented the agenda for this special called meeting.

In Re: Approval of Minutes

Fiscal Court Clerk, Marianne Roseberry presented the court with minutes of the May 9, 2018 special called meeting. Squire Mineer 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 April 2018. Squire Veirs made a motion, seconded by Squire Mineer that this report be approved as presented, motion carried.

In Re: Public Hearing – Public Input for uses of LGEA & CRA Funds

Squire Whaley made a motion, seconded by Squire Veirs to go into a Public Hearing for the purpose of discussing the uses of the LGEA and the County Road Aid Funds, motion carried.

Judge Fields ask for comments regarding the uses of the LGEA and County Road Aid Funds. There being no comments Squire Veirs made a motion, seconded by Squire Mineer to return to open session, motion carried.

In Re: County Road Aid Agreement for 2018

Judge Fields presented the 2018 County Road Aid Agreement to the court. Squire Veirs made a motion, seconded by Squire Whaley to approve the Agreement and Resolution, motion carried.

COUNTY ROAD AID COOPERATIVE PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of **PENDLETON** County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2018, this amount is **\$947,454.87** (the "Apportionment"). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

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2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2019.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$551,419.00**.

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the

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Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

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8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County

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to the Department for Local Government or its duly authorized agent for said period of time in order to determine the proper expenditure of said money for the purposes required by KRS § 177.320(2). The County 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 § 61.370 to KRS § 61.884.

12. Authorization. The Fiscal Court of the County shall pass a resolution adopting and approving the terms of this Agreement in the form of the resolution attached to this Agreement and made a part hereof. The County Judge/Executive of the County, and the Commissioner of the Department, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Agreement.

13. Choice of Law and Venue. All questions as to the execution, validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

PENDLETON COUNTY FISCAL COURT

BY: _____
County Judge/Executive

Date: _____

**DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS**

BY: _____
Commissioner

Date: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

Date: _____

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

BY: _____
Secretary of the Transportation Cabinet

Date: _____

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R E S O L U T I O N

Fiscal Court of PENDLETON County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2018, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of PENDLETON County, and the County

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Clerk of PENDLETON County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows: AYES NAYS

COMMONWEALTH OF KENTUCKY (SS PENDLETON)

I, _____, County Clerk of PENDLETON County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the _____ of _____, 2018.

SIGNED _____
CLERK OF PENDLETON COUNTY

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In Re: Contract with De-Bra Kuempel

Judge Fields presented the court with a copy of the 2018-2019 maintenance contract with De-Bra Kuempel for the maintenance of the Justice Center. Squire Whaley made a motion, seconded by Squire Veirs to approve the maintenance contract with De-Bra Kuempel, motion carried.

INDEPENDENT MAINTENANCE CONTRACTOR AGREEMENT

This agreement by and between **THE FISCAL COURT OF PENDLETON COUNTY, KENTUCKY**, 233 Main Street, Falmouth, Kentucky 41040, "**THE COUNTY**", and **DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227, "**MAINTENANCE CONTRACTOR**", and effective as of the 1st day of June, 2018.

Whereas, **THE COUNTY** advertised for contract proposals from persons wishing to perform maintenance at the Pendleton County Judicial Center and seeks to contract with an independent maintenance contractor to perform such services; and

Whereas, **MAINTENANCE 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, 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 **MAINTENANCE CONTRACTOR** as an independent contractor. **MAINTENANCE CONTRACTOR** agrees to act in this capacity as set forth in this agreement. The parties expressly agree that for all purposes **MAINTENANCE 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. **MAINTENANCE CONTRACTOR**, at its sole expense, shall maintain a liability insurance policy for the benefit of both parties in an amount of not less than One Million Dollars (\$1,000,000.00) and provide **THE COUNTY** a copy of said liability insurance policy. **MAINTENANCE 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 **MAINTENANCE CONTRACTOR** are its employees and are not employees of **THE COUNTY**. Said employees of **MAINTENANCE 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 **MAINTENANCE CONTRACTOR** which will be performing work on behalf of **MAINTENANCE CONTRACTOR**.

(B) **MAINTENANCE CONTRACTOR** agrees to use his best efforts to perform general maintenance and limited cleaning at the Pendleton County Judicial Center as directed by **THE COUNTY**. Such duties shall include, but are not limited to, general building and grounds maintenance and maintenance of the building's heating, cooling, plumbing, lighting systems and all such duties as spelled out in the Justice Center Maintenance Bid Specifications (hereto attached). **MAINTENANCE CONTRACTOR** must be familiar with computer link to the heating and cooling system. In addition **MAINTENANCE CONTRACTOR** will perform other general maintenance as directed from time to time by **THE COUNTY**.

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(C) **MAINTENANCE CONTRACTOR'S** sole compensation under this agreement shall be Fifteen Thousand and Three Hundred Eighty-Nine dollars and Seventy-Six Cents (**\$15,389.76**) to be paid in twelve (12) monthly installments.

(D) **MAINTENANCE CONTRACTOR** may have access to certain "secure" areas of the Pendleton County Judicial Center. **MAINTENANCE 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.

(E) The parties expressly agree that **MAINTENANCE CONTRACTOR** does not have the authority to enter into any contract or other binding commitment on behalf of **THE COUNTY** without the express written authorization of **THE COUNTY**. Further, **THE COUNTY** reserves the right to refuse any contract obtained and tendered by **MAINTENANCE CONTRACTOR**. **MAINTENANCE CONTRACTOR** agrees to reveal explicitly to each prospective contractee this limitation of **MAINTENANCE CONTRACTOR'S** authority. It is expressly agreed that **MAINTENANCE CONTRACTOR** shall notify the County Judge Executive if repairs are needed that cannot be performed by **MAINTENANCE CONTRACTOR** the **MAINTENANCE CONTRACTOR** shall not contract with a third party for such repairs without the written permission of the County Judge Executive. Any unapproved expenditures will be done at the sole expense of **MAINTENANCE CONTRACTOR** without reimbursement from **THE COUNTY**.

(F) **MAINTENANCE CONTRACTOR** releases and holds harmless **THE COUNTY**, its agents, and employees, from any claim for loss from any person or persons, including any third parties, arising from **MAINTENANCE CONTRACTOR'S** performance under the terms of this agreement.

(G) 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.

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

(I) **MAINTENANCE 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.

(J) 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.

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(K) 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 **MAINTENANCE CONTRACTOR: DEBRA-KUEMPEL**, 3976 Southern Avenue, Cincinnati, Ohio 45227

(L) 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.

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

(N) This agreement is understood to be for a period of one year but may be extended 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

DAVID S. FIELDS
PENDLETON COUNTY JUDGE/EXECUTIVE

DATE _____

MAINTENANCE CONTRACTOR

DATE _____

In Re: 2018-19 Affiliation Agreement with P.C. Search & Rescue

Judge Fields presented the court with the 2018-19 Agreement with Pendleton County Search & Rescue. Squire Mineer made a motion, seconded by Squire Whaley to approve the agreement with the P.C. Search & Rescue, motion carried.

**ORDER OF AFFILIATION
COUNTY OF PENDLETON**

The purpose of this order is to outline the responsibilities of the Pendleton County Search and Rescue Inc.

The Pendleton County Search and Rescue Inc. is the only officially recognized rescue squad in Pendleton County. By virtue of this order, they are officially affiliated with the Pendleton County Fiscal Court and the Pendleton County Emergency Management Agency.

The Pendleton County Search and Rescue Inc. shall serve the citizens of Pendleton County by providing fully trained and equipped personnel who may take the lead role in the following types of missions:

- Water Rescue and Recovery
- Water Rescue and Recovery utilizing divers
- Search and Rescue missions for any lost or missing persons, downed or missing aircraft, or missing disaster victim, except that the Department shall not conduct searches for any criminal suspect, escaped prisoner or other search which is primarily of a law enforcement nature
- Rescue of persons from collapsed buildings and structures, within the capabilities of the Department, given that the Department is not an Urban Search and Rescue organization
- Disaster related rescue services, the rescue of persons trapped by disaster or severe weather conditions, the transportation of persons or material deemed essential to public safety by the Department, assistance in restoring vital public services, evacuation of persons from any damaged or threatened area, and any rescue or public safety function for which trained personnel and equipment is available
- Emergency medical first response, upon the request of an EMS agency, or under the terms of an agreement with any such agency
- Missions outside the county if so requested by that county's emergency management director.

The Pendleton County Search and Rescue may be called to respond by any of the following services or agencies:

1. Pendleton County Judge/Executive
2. Pendleton County Emergency Management Director
3. Pendleton County Search and Rescue Coordinator
4. Kentucky Emergency Management Regional Manager
5. Kentucky Emergency Management SAR Coordinator
6. Emergency Manager or SAR of another county
7. Pendleton County Law Enforcement
8. Pendleton County Fire Departments

The Pendleton County Dispatch Center will page out the rescue squad on any incident when any assistance is requested. If there is a question on the validity of the request, the dispatch center shall verify the request with the Chief or Assistant Chief of the rescue squad.

In any county declared State of Emergency, the Pendleton County Search and Rescue, Inc. will fall under the coordination of the Pendleton County Emergency Management, Pendleton County SAR

Coordinator, Kentucky Emergency Management SAR Coordinator and/or the Pendleton County Judge/Executive. The rescue squad shall operate under their own chain of command during the state of emergency.

This affiliation agreement does not influence the organizational by-laws, standard operating procedures, or other powers of the Pendleton County Search and Rescue incident command system.

The Pendleton County Search and Rescue, Inc. shall maintain their own equipment and property and shall be accountable for all equipment through an annual inventory, which will be submitted to the Pendleton County Emergency Manager per KRS 39.

The Pendleton County Fiscal Court shall be responsible for the fiscal accountability for all funds donated to the department by the county. The Pendleton County Search and Rescue, Inc. shall be accountable for all funds donated to the squad by outside resources. The treasurer of the department shall assure all payments of outstanding debts in a timely manner. The Pendleton County Search and Rescue, Inc. may not bill Pendleton County Fiscal Court for their services as long as the county contributes yearly to their operating budget in an amount deemed appropriate by the Fiscal Court.

The Pendleton County Fiscal Court will appropriate a yearly allocation of not less than \$8,800 in the County budget, payable to Pendleton County Search and Rescue, Inc on or before July 30th of each budget year to cover the cost of operational expenses by Pendleton County Search and Rescue, Inc. Pendleton County Search and Rescue, Inc will in turn provide the Pendleton County Fiscal Court a quarterly report accounting for the County's allocation.

The Pendleton County Fiscal Court may appropriate a yearly allocation in the county budget to cover the cost of operational expense by the Pendleton County Search and Rescue.

The responsibilities of all parties to this order of affiliation shall conform to those responsibilities as provided in KRS Chapter 39F.

This order of affiliation can be updated, modified, amended, or canceled upon consent of the parties concerned. If a vacancy should occur in any of the positions on this order, the order will remain in effect for thirty days while the order is being negotiated.

The effective date of this order of affiliation shall be for one year. It shall remain in effect until May 23, 2019 at which time the order of affiliation may be negotiated, updated, modified or canceled.

This affiliation agreement was approved and adopted by the Pendleton County Fiscal Court on the 23rd day of May, 2018.

Pendleton County Judge/Executive _____

Date _____

Pendleton County Emergency Management Director _____

Date _____

Pendleton County Search & Rescue, Inc., Chief _____

Date _____

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In Re: 2018-19 Health Dept. Agreement

Judge Fields presented the court with the 2018-19 Health Department Agreement. Squire Veirs made a motion, seconded by Squire Mineer to approve the 2018-19 Health Department Agreement, motion carried.

Three Rivers District Health Department & Home Health Agency

510 South Main Street
Owenton, Kentucky 40359
PH: (502) 484-3412
FAX: (502) 484-0864

May 07, 2018

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

Dear Community Business Partner,

Please find enclosed two copies of the current fiscal year 2018-2017 Service Agreements. Please sign both copies and return a copy in the enclosed return envelope addressed to the attention of Michelle Wilburn. Additionally, copies of the health department voucher for services form and information regarding the vaccines are enclosed.

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

Three Rivers District Health Department will administer the contracted services the local health department.

- Employees who will be **presenting at the health center** for services please contact the local health department in your county; Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985 to schedule/verify a nurse is available to perform services prior to arriving at the health center.
- For **questions about the Agreement**, please contact Michelle Wilburn at (502) 484-3412.

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

Sincerely,


Michelle Wilburn
Finance Manager

RECEIVED
MAY 14 2018
COUNTY JUDGE'S OFFICE

CONTRACT CODE 35

THIS CONTRACT, between PENDLETON COUNTY FISCAL COURT
 (First Party) COURTHOUSE ROOM 4
 233 MAIN STREET
 FALMOUTH, KY 41040

and THREE RIVERS DISTRICT
 Health Department
 (Health Department) 510 S MAIN STREET
 OWENTON, KY 40359

is effective July 1, 2018 and ends June 30, 2019.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), PPD (Mantoux TB skin test) or flu shots, or other services as mutually agreed upon by both parties at rates agreed upon by both parties, to designated employees of the First Party;
2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;
3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;
4. To provide the agreed services at the Pendleton County Health Center or another designated site;
5. To document all medical information and with a signed release provide this information to the First Party;
6. To ensure confidentiality of all medical services provided;
7. To bill the First Party as follows:

Hepatitis A Vaccine (per dose)	\$ 60.00
Hepatitis B Vaccine (per dose)	60.00
Hep A/B Combo Vaccine (per dose)	100.00
Tetanus-diphtheria & pertussis Vaccine (Tdap)	65.00
Measles, Mumps, Rubella (MMR)	95.00
TB Assessment (no TB skin test)	20.00

- 1) For the services described in this contract, the First Party agrees to pay the Health Department in the following manner, monthly, payable upon receipt of appropriate billing.
- 2) The total payments made under the terms of this contract shall not exceed \$2,000.00.
- 3) The Parties to this contract agree to comply with Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112) and the Kentucky Equal Employment Act of 1978 (H.B. 683) KRS 45.550 to 45.640, and Americans with Disabilities Act, (ADA), (P.L. 101-336).
- 4) The Health Department certifies that no constitutional, statutory, common law, or regulation adopted by the Cabinet for Health and Family Services pertaining to conflict of interest will be violated by this contract.
- 5) Either Party shall have the right to terminate this contract at any time upon 30 days written notice to the other Party.

FIRST PARTY:

 (SIGNATURE OF AUTHORIZED AGENT) Date
 PENDLETON COUNTY FISCAL COURT

HEALTH DEPARTMENT:

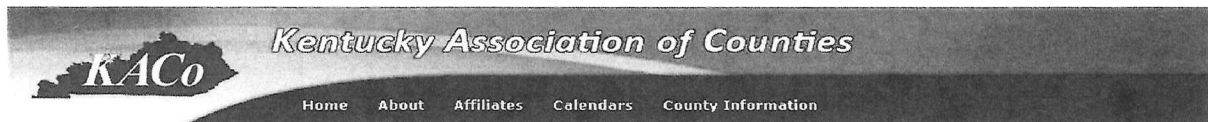
 (SIGNATURE OF AUTHORIZED AGENT) Date
 Georgia Heise, DrPH
 THREE RIVERS DISTRICT HEALTH DEPARTMENT

In Re: Hiring Dispatchers

Squire Veirs made a motion, seconded by Squire Mineer to hire Monica Gales and Christine Withrow as full time dispatchers and Travis Reis as a part time dispatcher, motion carried.

In Re: Morton Salt Bid for 2018-19- Received through Kaco On-Line Bidding

Pendleton County Fiscal Court participated in the Kaco On-line Salt Bid for 2018-19. Morton Salt was the low bidder at \$89.50 per ton. Squire Whaley made a motion, seconded by Squire Veirs to approve the salt bid for 2018-19, motion carried.



**Real Time Reverse Auction
Group 3**

**Pendleton County
Bid History**

Auction ID	695775
Auction Title	KACO and KLC Road Salt Group 3
Current Supplier Cost	69,885.00
Start Date	10/May/18 09:00:00
Target price	69,885.00
Close Date	10/May/18 11:12:00
Extension Time	2 minutes
Auction Type	Real Time Reverse
Number of Extensions	51

Location	Lot ID	Bidder	Bid Amount	Tons	Total Price
Pendleton County	40	Morton Salt.com	\$ 89.50	800	\$ 71,600.00
	40	Detroit Salt Company	\$ 90.60	800	\$ 72,480.00
	40	Compass Minerals America Inc.	\$ 94.00	800	\$ 75,200.00
	40	Cargill Deicing Technology	\$ 150.00	800	\$ 120,000.00

In Re: Renewing Service with Ameri-Flex- Health Reimbursement Account

Squire Whaley made a motion, seconded by Squire Veirs to approve the renewing service with Ameri-Flex for the Health Reimbursement Account, motion carried.

In Re: Bill Mitchell – Annual Report

Bill Mitchell presented his 2017 annual report to the court.

In Re: Transfers

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

**PENDLETON COUNTY FISCAL COURT
SPECIAL CALL MEETING
WEDNESDAY MAY 23, 2018
7:00 PM
COURT ORDER TRANSFERS**

BUDGET ACCOUNT TRANSFERS:

General Fund

Transfer from (01-5085-571 County Properties Renewals and Repairs \$20,000.00 & 01-5405-348 Recreation Program Support \$23,850.00) to the following accounts:

01-5015-103	Sheriff's Deputies	\$30,000.00
01-5065-195	Election Officers Salary	\$ 2,625.00
01-5065-593	Voting Machine Maintenance	\$ 241.00
01-5070-445	P&Z Office Supplies	\$ 26.00
01-5081-571	Judicial Center Renewals and Repairs	\$ 8,000.00
01-5205-384	Animal Control Spay and Neuter	\$ 200.00
01-5205-403	Animal Food and Supplies	\$ 30.00
01-5205-592	Maintenance & Repair AC Vehicle	\$ 200.00
01-9400-299	IIRA - Fringe Benefits	\$ 2,526.00

Road Fund

Transfer from (02-6105-447)0 Road Materials to the following accounts:

02-9400-299	IIRA Fringe Benefits	\$ 1,800.00
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Jail Fund

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

03-5101-592	Maintenance and Repair Vehicles	\$ 50.00
03-5102-314	Juvenile Contracts with Other Counties	\$ 150.00

LGFA Fund

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

04-5135-445	Office Supplies	\$ 176.00
04-5135-571	Renewals and Repairs	\$ 375.00
04-5135-592	Emergency Management Vehicle Maint	\$ 916.00

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.

Vendor Claims Register - Detail									
PENDLETON COUNTY FISCAL COURT									
All Batches									
General Fund									
From: 05/23/2018 To: 05/23/2018									
Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001902	05/23	00920583	18603047	01-5001-445	CO. JUDGE/EXEC., OFFICE SUPPLIES	CANON FINANCIAL SERVICES, INC	MAY COPIER LEASE - JUDGE'S OFFICE	<input checked="" type="checkbox"/> 00021503	215.00
00001902	05/23	00920583		01-5001-445	CO. JUDGE/EXEC., OFFICE SUPPLIES	CANON FINANCIAL SERVICES, INC	MAY COPIER LEASE - ECON DEV	<input checked="" type="checkbox"/> 00021503	145.00
2 Voucher Items Listed									360.00
00001903	05/23	00920590		01-5020-308	AUTOPSIES AND ATTENDANTS	PEOPLES FUNERAL HOME	12 BAGS FOR CORONER	<input checked="" type="checkbox"/> 00021504	445.20
1 Voucher Items Listed									445.20
00001904	05/23	00920577		01-5047-576	TAX ADMINISTRATOR TRAVEL	JENNY SCHLUETER	MILEAGE FOR KOLA SEMINAR	<input checked="" type="checkbox"/> 00021505	46.74
1 Voucher Items Listed									46.74
00001905	05/23	00920654		01-5065-193	ELECTION COMMISSIONERS SALARIES	PENDLETON COUNTY CLERK	ELECTION BOARD	<input checked="" type="checkbox"/> 00021506	210.00
1 Voucher Items Listed									210.00
00001906	05/23	00920656		01-5065-193	ELECTION COMMISSIONERS SALARIES	ROGER MCKINNEY	ELECTION BOARD	<input checked="" type="checkbox"/> 00021507	210.00
1 Voucher Items Listed									210.00
00001907	05/23	00920657		01-5065-193	ELECTION COMMISSIONERS SALARIES	DARLENE SIMPSON	ELECTION BOARD	<input checked="" type="checkbox"/> 00021508	210.00
1 Voucher Items Listed									210.00
00001908	05/23	00920658		01-5065-193	ELECTION COMMISSIONERS SALARIES	JARED BREWER	ELECTION BOARD	<input checked="" type="checkbox"/> 00021509	210.00
1 Voucher Items Listed									210.00
00001909	05/23	00920655		01-5065-593	VOTING MACHINE MAINTENANCE	MOORE'S GLASS & METAL FABRICATING INC.	ELECTION MACHINE MAINT	<input checked="" type="checkbox"/> 00021510	35.00
1 Voucher Items Listed									35.00
00001910	05/23	00920592		01-5070-399	PLANNING - COMPREHENSIVE	STRAUSS & TROY	MAY LEGAL FEES - P & Z	<input checked="" type="checkbox"/> 00021511	1,500.00
00001910	05/23	00920575		01-5070-399	PLANNING - COMPREHENSIVE	STRAUSS & TROY	LEGAL FEES - TEXT FOR PUBLIC HEARING	<input checked="" type="checkbox"/> 00021511	175.00
2 Voucher Items Listed									1,675.00
00001911	05/23	00919890		01-5070-399	PLANNING - COMPREHENSIVE	PENDLETON COUNTY CLERK	CERTIFIED LAND USE RESTRICTION - P & Z SHELTON	<input checked="" type="checkbox"/> 00021512	17.00
1 Voucher Items Listed									17.00
00001912	05/23	00920563	9013	01-5080-177	COURTHOUSE MAINTENANCE & GROUNDS	JEFFREY ADKINS-SHADY ACRES LANDSCAPING 5/3 & 5/9 LAWN CARE	COURTHOUSE	<input checked="" type="checkbox"/> 00021513	100.00
1 Voucher Items Listed									100.00
00001913	05/23	00920568		01-5080-411	CUSTODIAL SUPPLIES	DELUXE CLEANERS	CLEAN MOPHEADS & RAGS - COURTHOUSE	<input checked="" type="checkbox"/> 00021514	11.00
1 Voucher Items Listed									11.00
00001914	05/23	00920561	259085	01-5080-352	COURTHOUSE ELEVATOR MAINTENANCE	D-C ELEVATOR COMPANY, INC.	ELEVATOR MAINT - COURTHOUSE	<input checked="" type="checkbox"/> 00021515	98.77
00001914	05/23	00920561	259084	01-5081-352	JUDICIAL CENTER ELEVATOR MAINTENANCE	D-C ELEVATOR COMPANY, INC.	ELEVATOR MAINT - JUSTICE CENTER	<input checked="" type="checkbox"/> 00021515	134.44
2 Voucher Items Listed									233.21
00001915	05/23	00920477		01-5070-445	P & Z OFFICE SUPPLIES	DOLLAR GENERAL STORE	SUPPLIES - ZONING HEARING	<input checked="" type="checkbox"/> 00021516	26.40
00001915	05/23	00920288		01-5080-411	CUSTODIAL SUPPLIES	DOLLAR GENERAL STORE	CUSTODIAL SUPPLIES - COURTHOUSE	<input checked="" type="checkbox"/> 00021516	16.50
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Vendor Claims Register - Detail

PENDLETON COUNTY FISCAL COURT

All Batches

RoadFund

From: 05/23/2018 To: 05/23/2018

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001934	05/23	00920336	906970	02-6105-409-	CRUSHED STONE & GRAVEL	HILLTOP STONE LLC	9.46 TON LIME SAND - MILFORD ROAD	<input checked="" type="checkbox"/> 00010310	63.86
1 Voucher Items Listed									63.86
00001935	05/23	00919841	C003009664:0	02-6105-447-	ROAD MATERIALS	FREIGHTLINER TRUCKS	AIR TANK, STRAPS - DUMP TRUCK # 8	<input checked="" type="checkbox"/> 00010311	314.21
1 Voucher Items Listed									314.21
00001936	05/23	00920569	3660	02-6105-447-	ROAD MATERIALS	CAMP SPRINGS FIELD SERVICE	REPAIR HYDR SYSTEM - BULLETT BOOM	<input checked="" type="checkbox"/> 00010312	415.00
1 Voucher Items Listed									415.00
00001937	05/23	00920596		02-6105-447-	ROAD MATERIALS	ERIK LUTZ	REIMBURSEMENT ON CULVERT EXTENSIONS	<input checked="" type="checkbox"/> 00010313	55.00
1 Voucher Items Listed									55.00
00001938	05/23	00920338	80778/568/ R	02-6105-447-	ROAD MATERIALS	EATON ASPHALT	17.88 TON COLD PATCH - STOCK	<input checked="" type="checkbox"/> 00010314	2,324.40
1 Voucher Items Listed									2,324.40
00001939	05/23	00920562		02-6105-455-	PETROLEUM PRODUCTS	PENDLETON COUNTY BOARD OF EDUCATION	APR FUEL - ROAD DEPT	<input checked="" type="checkbox"/> 00010315	992.03
1 Voucher Items Listed									992.03
00001940	05/23	00920650		02-9400-299-	HRA - FRINGE BENEFIT	HRA FUND	MAY CONTRIBUTION - ROAD DEPT	<input checked="" type="checkbox"/> 00010316	901.14
1 Voucher Items Listed									901.14
7 Vouchers Listed									5,065.64

Vendor Claims Register - Detail

PENDLETON COUNTY FISCAL COURT

All Batches

JailFund

From: 05/23/2018 To: 05/23/2018

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001941	05/23	00920570		03-5101-179-	PART-TIME HELP	APRIL GILLESPIE	6 HRS TRANSPORT INMATES	<input checked="" type="checkbox"/> 00007187	60.00
1 Voucher Items Listed									60.00
00001942	05/23	00920207		03-5101-314-	CONTRACT WITH OTHER COUNTIES	CAMPBELL COUNTY DETENTION CENTER	APR INMATE HOUSING 77 DAYS	<input checked="" type="checkbox"/> 00007188	2,541.00
1 Voucher Items Listed									2,541.00
00001943	05/23	00920206		03-5101-314-	CONTRACT WITH OTHER COUNTIES	BOONE COUNTY JAIL	APR INMATE HOUSING 338 DAYS	<input checked="" type="checkbox"/> 00007189	18,590.00
1 Voucher Items Listed									18,590.00
00001944	05/23	00920205	7227	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	GLENN STEINKAMP - MIDWEST AUTOMOTIVE	OIL CHANGE & FILTER 2013 EXPLORER	<input checked="" type="checkbox"/> 00007190	44.03
1 Voucher Items Listed									44.03
00001945	05/23	00920572	002260430201	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIES	GATEWAY CHILDREN'S SERVICES	2 DAYS BOARDING - MINOR	<input checked="" type="checkbox"/> 00007191	185.00
1 Voucher Items Listed									185.00
5 Vouchers Listed									21,420.03

Vendor Claims Register - Detail

PENDLETON COUNTY FISCAL COURT

All Batches

L.G.E.A.Fund

From: 05/23/2018 To: 05/23/2018

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001946	05/23	00920584		04-5135-445-	OFFICE SUPPLIES	CANON FINANCIAL SERVICES, INC	MAY COPIER LEASE - EOC	<input checked="" type="checkbox"/> 00003695	185.00
								1 Voucher Items Listed	185.00
00001947	05/23	00920564		04-5135-571-	RENEWALS AND REPAIRS	JEFFREY ADKINS-SHADY ACRES LANDSCAPING	5/3 & 5/10 LAWN CARE - EOC	<input checked="" type="checkbox"/> 00003696	110.00
								1 Voucher Items Listed	110.00
00001948	05/23	00920453	L1057472	04-5135-571-	RENEWALS AND REPAIRS	LYNN BLUE PRINT & SUPPLY CO., INC.	PARTS & REPAIR HP DESIGN JET - EOC	<input checked="" type="checkbox"/> 00003697	261.50
								1 Voucher Items Listed	261.50
00001949	05/23	00920652	19380	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINT	RODNEY MILES - BODY SHOP	TOW, BRAKES, MASTER CYLINDER - EM	<input checked="" type="checkbox"/> 00003698	917.99
								1 Voucher Items Listed	917.99
								4 Vouchers Listed	1,474.49

Vendor Claims Register - Detail

PENDLETON COUNTY FISCAL COURT

All Batches

911 FundFund

From: 05/23/2018 To: 05/23/2018

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001950	05/23	00920565	469304	75-5145-382-	DRUG TESTING	ST. ELIZABETH BUSINESS HEALTH CENTER	DRUG SCREEN - J. BLEVINS	<input checked="" type="checkbox"/> 00003694	44.00
								1 Voucher Items Listed	44.00
00001951	05/23	00920571		75-5145-569-	911 STAFF TRAINING	KELLI DOYLE	MILEAGE FOR TRAINING - 244	<input checked="" type="checkbox"/> 00003695	100.04
00001951	05/23	00920571		75-5145-569-	911 STAFF TRAINING	KELLI DOYLE	MEALS FOR TRAINING	<input checked="" type="checkbox"/> 00003695	19.62
								2 Voucher Items Listed	119.66
00001952	05/23	00920651		75-9400-299-	HRA - FRINGE BENEFITS	HRA FUND	MAY CONTRIBUTIONS - 911	<input checked="" type="checkbox"/> 00003696	894.39
								1 Voucher Items Listed	894.39
								3 Vouchers Listed	1,058.05

Vendor Claims Register - Detail

PENDLETON COUNTY FISCAL COURT

All Batches

EducationFund

From: 05/23/2018 To: 05/23/2018

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00001953	05/23	00920589		91-5210-468-	RECYCLING AND LANDFILL SUPPLIES	RUMPKO OF KENTUCKY INC.	MAY FREE DAY	<input checked="" type="checkbox"/> 00001664	68.01
								1 Voucher Items Listed	68.01
								1 Vouchers Listed	68.01

In Re: Adjournment

Squire Mineer made a motion, seconded by Squire Whaley that this meeting be adjourned to meet again in regular session on June 12, 2018 subject to any special called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk