

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 331

COURT MET IN REGULAR SESSION, PRESENT COUNTY JUDGE-EXECUTIVE DEAN WATTS AND THE FOLLOWING NAMED MAGISTRATES: KEITH METCALFE, SAM HUTCHINS, BERNARD ICE, JEFF LEAR AND JERRY HAHN.

MINUTES CORRECTED/APPROVED - NOV. 6

On motion of Keith Metcalfe, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the minutes of the Nov. 6 session of Nelson Fiscal Court, correcting Page 329, Line 26 to reflect that Magistrate "Hutchins" noted a garbage dumping site on Greer Ln.

BILLS AND TRANSFERS

On motion of Bernard Ice, second of Keith Metcalfe, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Treasurer to pay the following bills and to make the following transfers:

**Nelson County Fiscal Court
General Funds Bills for Court Approval
November 20, 2012**

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 110212	9100301 - Payroll Processing	\$ 373.63
American Tire	SO 31	5105479 - Law Enforc Tires	431.68
Aqua Treat	Monthly treatment	5415329 - Civic Center Maint Contracts	176.00
Barrie, Jennifer	Sheriff office cleaning - Oct 12	5105329 - Law Enforc. Bldg Main Contracts	1,000.00
Blanchett, Clay	Service voting machines	5065336 - Election Equip Main	1,285.00
Bralin Manufacturing Inc.	Bags	5020427 - Coroner Supplies	801.00
Cardinal Carryor	Pallet jack	5090427 - Maintenance - Supplies	225.00
Cedar Creek Quarry LLC	Entrance-way - rock	5086715 - Wickland	290.87
City of Bardstown	Voluntary Action vouchers	5301515 - Vol Action General Assistance	252.44
Clark & Houghlin Funeral Home	Coroner transports	5020308 - Coroner Autopsy & Services	400.00
Clark & Houghlin Funeral Home	Computer supplies	5020445 - Coroner office supplies	54.57
Concept Communications	Tower wire, clamps	5145548 - Central Dispatch LOC Projects	2,500.00
Danville Office	Credit memo	5001445 - CJE Office supplies	(20.07)
Danville Office	Ink cartridges	5040445 - Treasurer Office Supplies	50.97
Danville Office	Inspection reports, inspection labels	5115427 - Codes - Technical supplies	638.99
Danville Office	Appt book, display rack, business cards, code forms	5115445 - Codes - Office Supplies	498.95
Danville Office	Feed America Program - colored paper	5301515 - Vol Action General Assistance	50.17
Duplicator Sales & Service Inc	Monthly copy charge	5205445 - Animal Control Office supplies	12.50
Galls	Equipment for new vehicles	5105723 - Law Enforcement Automobiles	412.18
Harp Enterprises	Envelopes	5065427 - Elections Supplies	184.63
Landmark Community Newspapers	Central Dispatch Generator bids	9100539 - Advertising & Legal Notices	114.17
LB Properties	Voluntary Action vouchers	5301515 - Vol Action General Assistance	211.00
Leo Talbott & Son, Inc.	AC Compressor, air handler, belt	5085329 - Sutherland Building Main Contracts	413.42
Leo Talbott & Son, Inc.	AC	5087329 - Old Library Maint Contracts	135.00
Lincoln Trail ADD	FY 2013 contribution	9100551 - Memberships	8,979.00
Mattingly, Joe	Contracted services	5145548 - Central Dispatch LOC Projects	2,250.00
National Fire Protection Assoc	Annual membership	5115551 - Codes - Dues & Certifications	165.00
NCAH	FY 2013 Supplement	5233315 - Contract NCAH	5,500.00
Nelson EMS	CPR Renewal Course	5105569 - Law Enforc Staff Training	10.00
On-Duty Depot	Equipment for new vehicles	5105723 - Law Enforcement Automobiles	591.11
Parr Public Safety Equipment	Equipment for new vehicles	5105723 - Law Enforcement Automobiles	128.85
Pro Chem	Drain opener, hand sanitizer	5090427 - Maintenance - Supplies	196.61
Quest Diagnostics	Employee medical	9400547 - Employee Medical/WC Claims	336.26
Sam's Club	10 round tables	5415446 - Civic Center Supplies & Equip	999.80
SecureNet	Security system - Humane Society	5205329 - Animal Control Maint Contracts	39.95
Speedway	Fuel	5105429 - Law Enforc Fuel	2,458.13
Springfield Laundry	Mats	5080411 - Old Courthouse Custodial Supply	39.00
Springfield Laundry	Mats	5081411 - Justice Center Custodial Supply	498.00
Springfield Laundry	Mats	5085411 - Sutherland Bldg Custodial Supplies	85.00
Springfield Laundry	Mats	5105411 - Law Enforc Custodial Supplies	116.00
Springfield Laundry	Mats	5415411 - Civic Center Custodial Supplies	19.00
St Monica Parish	Voting machine storage	5065364 - Elections Equipment Storage	1,350.00
Taylor Battery Company Inc	Battery - Logan	5115340 - Codes - Vehicle Maintenance	89.58
Thermal Equipment Service	Courtroom A - unit repairs, fuses	5081329 - Justice Center Main Contracts	191.10
TriStar	Cafeteria plan administration - Nov	9100301 - Payroll Processing	191.50
Truck Parts & Service	Penetrating oil	5090427 - Maintenance - Supplies	58.20
Willett's Lawn & Landscape	Justice Center mowing	5081329 - Justice Center Main Contracts	510.00
Willett's Lawn & Landscape	Park mowing	5405348 - Recreation Program Support	1,640.00
Total 01 General Fund			36,934.19

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 332

02 Road Fund

American Tire	Shop tires; Grader tires	6105479 · Tires	1,400.85
Asphalt Materials	Chip seal	6105-730-04 · City of Bardstown	6,004.24
Bluegrass Seed & Fertilizer	Pottershop Rd - posts, steel, wire	6105312 · Bridges	173.50
Bottoms Engineering & Service Inc	Wire	6105427 · Garage supplies	96.00
Bowman, Chad	Decals for new trucks and truck 300	6105443 · Parts	50.00
Cedar Creek Quarry LLC	Chester Hahn	6105447 · Dust control-chip seal oil	337.59
Cedar Creek Quarry LLC	Gonza Clark	6105447 · Dust control-chip seal oil	488.87
Cedar Creek Quarry LLC	Simpson Creek Rd	6105447 · Dust control-chip seal oil	776.87
Cedar Creek Quarry LLC	WT Thompson Rd	6105447 · Dust control-chip seal oil	930.72
Cedar Creek Quarry LLC	Chip Seal - Sewer Plant Rd	6105-730-04 · City of Bardstown	2,139.18
Cintas	Uniforms	6105481 · Uniforms	1,014.82
CMI Equipment	Gradall	6105443 · Parts	115.10
Econo Signs LLC	Street signs, Stop signs	6105469 · Signs & Posts	1,577.16
Fastenal	Gradall	6105443 · Parts	3.91
Fisher Auto	Bulbs	6105427 · Garage supplies	10.90
GBA	Ink cartridges	6103445 · Office Supplies	49.96
Keystops	Fuel	6105429 · Fuel	17,680.06
Keystops	Bulk oil purchase	6105439 · Lubricants	2,708.42
Kroger	Creamer, sugar	6105427 · Garage supplies	37.73
Lasco	Filters	6105427 · Garage supplies	250.86
Lasco	Gradall and JD Tractor	6105443 · Parts	99.81
Mago Construction	Church St - New Hope	6105-311 01 · District 1	9,869.35
Mago Construction	Woodlawn Rd	6105-311 02 · District 2	17,465.68
Mago Construction	Broadway	6105-311 05 · District 5	13,877.19
Mago Construction	Withrow Ridge Subdivision - Performance Bond	6105-311 10 · Other Paving Projects	12,007.14
Mago Construction	Pottershop Bridge approaches	6105312 · Bridges	19,388.57
Mago Construction	Woodlawn Rd	6105-730-01 · Flex Funds Projects	60,528.83
Municipal Equip	New equipment install	6105713 · Road Equipment	1,578.52
Salt River	Set pole - 31E South/Old Sutherland Pike	6105469 · Signs & Posts	135.00
Southeastern Equipment	Gradall	6105443 · Parts	37.97
Sublet Contractors	Repair Gradall bucket and boom mower	6105336 · Equipment repairs	480.00
Sublet Contractors	Welding rods	6105427 · Garage supplies	147.94
Total Truck Parts, Inc.	Truck 305	6105443 · Parts	43.56
Truck Parts & Service	Mirror mount, paint, ice cutter, LED lights	6105427 · Garage supplies	156.60
Whayne Supply - Road	Cutting edges for Graders; parts for 120G and Paver	6105443 · Parts	872.83
Total 02 Road Fund			172,535.73

04 LGEA Fund

Cedar Creek Quarry LLC	Barnes Rd	6105409 · Rock	124.58
Cedar Creek Quarry LLC	Corman Crossing	6105409 · Rock	2,643.06
Cedar Creek Quarry LLC	Leonard Hall Rd	6105409 · Rock	163.23
Cedar Creek Quarry LLC	Walter Hall Rd	6105409 · Rock	1,061.90
Mago Construction	Big Lick Rd	6105405 · Hot and cold mix	4,950.25
Mago Construction	Jim Clark	6105405 · Hot and cold mix	914.14
Mago Construction	Pottershop Rd	6105405 · Hot and cold mix	641.88
Mago Construction	WT Thompson	6105405 · Hot and cold mix	2,968.05
Total 04 LGEA Fund			13,467.09

03 Jail Fund

Bob Barker	Water cooler	5101423 · Food Prep & Serving Supplies	80.28
Bob Barker	Shorts	5101428 · Canteen Inventory	12.70
Bob Barker	Blankets	5101437 · Linens	105.78
Bob Barker	Sandals	5101465 · Prisoner Clothing	398.06
Clems	Food	5101425 · Food	1,398.11
Coca Cola	Inventory purchases	5101428 · Canteen Inventory	182.00
Etown Laundry	Wash cloths	5101437 · Linens	120.00
EZ Dispensers Inc	Beverages	5101425 · Food	495.00
Flowers Baking Co	Bread	5101425 · Food	241.40
Flowers Baking Co	Inventory	5101428 · Canteen Inventory	21.84
Goldenrod Dairy	Milk	5101425 · Food	1,694.15
Gordon Foods	Dishmachine lease	5101336 · Equipment Repairs	170.00
Gordon Foods	Cleaning supplies	5101411 · Custodial Supplies	2,437.31
Gordon Foods	Kitchen supplies	5101423 · Food Prep & Serving Supplies	504.58
Gordon Foods	Food	5101425 · Food	7,397.86
Gordon Foods	Canteen purchases	5101428 · Canteen Inventory	398.19
Gordon Foods	Testing supplies	5101549 · Routine Medical	62.17
Hurst, Donna	FY 12 menu approvals	5101423 · Food Prep & Serving Supplies	100.00
IHS Pharmacy	Inmate medical	5101549 · Routine Medical	1,135.69
Johnson Controls	State required smoke evac test	5101741 · Jail Building	565.00
KY Cavern Water	Water	5101445 · Office Supplies	84.93
Leo Talbott & Son, Inc.	AC - old side and rooftop unit	5101329 · Building Main Contracts	590.00
Maxima Supply	Inventory purchases	5101428 · Canteen Inventory	1,160.32
Medica	Inmate medical	5101549 · Routine Medical	65.55
Quest Diagnostics	Employee medical	9400547 · Employee Medical/WC Claims	692.18
Securus	Phone cards	5101428 · Canteen Inventory	934.60
Simplex Grinnell	Semi annual inspection - rangehood	5101329 · Building Main Contracts	185.00
Total 03 Jail Fund			21,232.70

09 Ambulance Fund

3-D Graphics	Embroidered logos	5140481 · Staff Uniforms	79.00
Airgas Mid America	Oxygen	5140550 · Medical supplies & Materials	876.03

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 333

American Tire	Sq 36 and 33 and Truck #4	5140340 · Vehicle Maintenance & Repairs	401.75
American Tire	Sq 33 and 36	5140439 · Oil, lubes	223.62
American Tire	Sq 36	5140443 · Vehicle Parts	401.90
American Tire	Sq 38	5140479 · Tires	23.92
Danville Office	Toner, labels, paper, ink	5140445 · Office Supplies	304.37
Fleet Matics	GPS Service Agreement	5140336 · Equipment Maintenance & Repairs	386.00
Gateway EDI LLC	Electronic claims	5140445 · Office Supplies	58.05
Interstate Batteries	Batteries	5140443 · Vehicle Parts	224.50
Ky Home Electronics	Radio maintenance parts	5140339 · Radio Maintenance & Repairs	65.41
MPC Promotions	PR Materials	5140599 · Miscellaneous	304.29
Newcomb Oil Co	Fuel	5140429 · Fuel & Oil	8,266.22
On-Duty Depot	Flashers	5140443 · Vehicle Parts	49.95
QuadMed Inc	Medical supplies	5140550 · Medical supplies & Materials	464.26
Quartermasters	Uniforms	5140481 · Staff Uniforms	132.49
Sam's Club	Kitchen supplies	5140411 · Custodial supplies	180.10
Sam's Club	Vehicle supplies	5140443 · Vehicle Parts	69.61
Yard Doctor	Mowing - Station II	5140334 · Building maintenance	60.00
Total 09 Ambulance Fund			12,571.47
Total			\$ 256,741.18

Nelson County Fiscal Court PIC Bills for Court Approval November 20, 2012

Name	Memo	Account	Amount
13 Solid Waste Fund			
Bardstown Church of God	Lenore Road	5215315 · Roadside Cleanup	\$ 625.00
Bethlehem Soccer Boosters	Hwy 245 Bypass	5215315 · Roadside Cleanup	250.00
Boy Scout Troop 617	Hwy 62 Boston Road	5215315 · Roadside Cleanup	375.00
American Tire	Tires, repairs	5215479 · Tires	220.00
Keystops	Fuel and oil	5215429 · Fuel & Lubricants	18,297.33
Lasco - Landfill	Trucks 410, 411 parts: wiring kit, brakes	5215443 · Parts	2,651.92
Republic Diesel	Filters; Truck 410 parts	5215443 · Parts	1,024.12
Salt River	Garbage billing services	5215320 · Collection Contracts	9,316.44
Springfield Laundry	Uniforms	5215481 · Employee uniforms	473.00
Truck Parts & Service	Truck 411 parts: tire patches, v-belt	5215443 · Parts	705.60
Total 13 Solid Waste Fund			33,938.41
15 Landfill Fund			
Berry, Tommy	Boot allowance	5210481 · Uniforms	75.00
Fisher Auto	Mechanics truck	5210443 · Parts	21.20
Keystops	Fuel and oil	5210429 · Fuel & Lubricants	10,953.99
Lawson Products	Red grease	5210427 · Main supplies	39.96
McCoy & McCoy	Monitoring	5210324 · Environmental Monitoring	13,439.85
Municipal Equip	Roller	5210443 · Parts	234.89
Quill Corporation	Laminator supplies, file boxes, staples	5210445 · Office Expense	284.39
Republic Diesel	826C Compactor, Truck 401	5210443 · Parts	2,017.34
Republic Diesel	Air compressor for mechanic truck; vise, creeper	5210443 · Parts	2,431.03
Springfield Laundry	Cleaning supplies	5210427 · Main supplies	123.75
Springfield Laundry	Uniforms	5210481 · Uniforms	351.50
Truck Parts & Service	963 Highlift, roll-off; parts	5210443 · Parts	414.09
Wayne Supply	963 Highlift	5210443 · Parts	434.06
Total 15 Landfill Fund			30,821.05
23 Occupational Tax Fund			
Danville Office	Envelopes, paper, toner, labels, calendar	5047445 · OLF Office supplies	1,129.46
Total 23 Occupational Tax Fund			1,129.46
97 PIC			
Leo Talbott & Son, Inc.	AC	5082329 · SOB Maint Contracts	85.00
Springfield Laundry	Mats	5082411 · SOB Custodial Supplies	26.00
Willett's Lawn & Landscape	Greenspace mowing	5085329 · Building Main Contracts	300.00
Total 97 PIC			411.00
Total			\$ 66,299.92

Nelson County Fiscal Court Additional Bills for Court Approval November 20, 2012

Name	Memo	Account	Amount
01 General Fund			
ADP	PR 103112	9100301 · Payroll Processing	\$ 7.59
Bardstown Electric Supply	Circuit board for outside lighting	5305329 · Sr Citizen Bldg Main Contracts	193.75
Brite Wholesale	Ballasts for courtroom dimmer lights	5081329 · Justice Center Main Contracts	310.08
City of Bardstown	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	372.20

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 334

Flaget Health Center	Random testing, pre-employment screen	9400547 · Employee Medical/WC Claims	155.00
Hall, Thomas	Legal services	5310332 · Public Defender Contract	810.00
Quick Care Oil Lube Express	Oil changes, headlight, batteries, heater door	5105340 · Law Enforc Vehicle maintenance	776.05
Rogers, Justin	Contract labor - maintenance on old house	5086329 · Wickland Main Contracts	576.00
Salt River Electric	Voluntary Action Vouchers	5301515 · Vol Action General Assistance	1,024.86
Sun Solutions Tint Company LLC	Decals	5105340 · Law Enforc Vehicle maintenance	650.00
W W Grainger	Screwdriver bits	5090427 · Maintenance - Supplies	17.48
Total 01 General Fund			4,893.01
02 Road Fund			
Asphalt Materials	Chip seal	730-04 · City of Bardstown	1,303.88
Econo Signs LLC	Street signs	6105469 · Signs & Posts	100.63
Mattingly, David	Boot allowance	6105481 · Uniforms	75.00
NWK Construction	Guardrail - Pottershop Rd Bridge	6105312 · Bridges	7,428.20
Total 02 Road Fund			8,907.71
03 Jail Fund			
Flaget Health Center	Random testing, employee medical	9400547 · Employee Medical/WC Claims	221.91
Sexauer	Air control valves for sinks	5101329 · Building Main Contracts	855.54
Total 03 Jail Fund			1,077.45
09 Ambulance Fund			
Flaget Health Center	Random testing	9400547 · Employee Medical/WC Claims	60.00
Total 09 Ambulance Fund			60.00
13 Solid Waste Fund			
Flaget Health Center	Random testing	9400547 · Employee Medical/WC Claims	60.00
Quality Auto Glass	Truck 410 windshield	5215336 · Equipment Repair	245.00
Total 13 Solid Waste Fund			305.00
15 Landfill Fund			
Flaget Health Center	Random testing	9400547 · Employee Medical/WC Claims	120.00
Total 15 Landfill Fund			120.00
23 Occupational Tax Fund			
Nu Life Cartridge	Printer, toner	5047445 · OLF Office supplies	426.99
Total 23 Occupational Tax Fund			426.99
Total Additional Bills			\$ 15,790.16

NELSON COUNTY FISCAL COURT FY 13 TRANSFERS FOR APPROVAL November 20, 2012

Account Name	Transfer From	Transfer to	Amount
01 GENERAL FUND			
Reserve for emergencies/transfer	9200-999		(2,500)
Election officers pay		5065-192	1,000
Election equipment maint		5065-336	200
Sutherland Bldg Supplies/Equip		5085-446	500
Sutherland Bldg Maint Contracts	5085-329		(500)
Maintenance - Tools		5090-475	350
Maintenance - Supplies	5090-427		(350)
Law Enforcement Supplies		5105-427	200
Law Enforcement Uniforms		5105-481	1,000
Law Enforcement Staff Training		5105-569	100
Sr Center Maint Contracts		5305-329	500
Sr Center Utilities		5305-578	1,500
Sr Center Building Repair	5305-571		(2,000)
Civic Center Supplies and Equip		5415-446	1,000
Civic Center Maint Contracts	5415-329		(1,000)
Employee medical/WC claims		9400-547	1,000
Workers Comp Insurance	9400-209		(1,000)
02 ROAD FUND			
Reserve for emergencies/transfer	9200-999		-
Equipment rental		6105-441	1,000
Crew Safety equipment		6105-594	500
Miscellaneous	6105-599		(500)
Street Cleaning Services	6105-333		(1,000)
03 JAIL FUND			
Reserve for emergencies/transfer	9200-999		(1,000)
Employee medical/WC claims		9400-547	1,000

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 336

MATTHEW HITE APPOINTED - NELSON COUNTY ATTORNEY



NELSON COUNTY - KENTUCKY

DEAN WATTS, County Judge Executive
P.O. BOX 578 • One Court Square, 2nd Floor
BARDSTOWN, KENTUCKY 40004-0578
Phone: (502) 348-1800
Fax: (502) 348-1873

EXECUTIVE ORDER

WHEREAS, the Nelson County Attorney has submitted his resignation of that office, which shall become effective December 15, 2012;

WHEREAS, the Nelson County Judge Executive has accepted said resignation to become effective December 15, 2012;

NOW, THEREFORE, pursuant to KRS 63.220, the Nelson County Judge Executive hereby appoints Attorney Matthew Hite, who meets all of the Constitutional and Statutory requirements to hold the office of County Attorney, to fill the unexpired term of the Office of the Nelson County Attorney upon the date and time that the resignation becomes effective.

It is so ordered on this 9 day of November, 2012.

Dean Watts
Nelson County Judge Executive

DEPARTMENT REPORTS

**ROAD DEPARTMENT - POTTERSHOP BRIDGE STONE

Judge Watts reported that there was only one bid submitted for stone that was salvaged from the old Pottershop Rd. bridge, this in the amount of \$800. On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to reject this bid and to keep the stone for use by the County in the future. Discussion was held concerning possibility of negotiating sale of the stone or rebidding, or using the rock for County purposes.

ROUTINE - Jim Lemieux reported on routine work, including on-going boom mowing, routine shoulder work, Ed Brent shoulder work, installation of Gabion baskets on Old Boston Rd (for City of Bardstown) and on Pottershop Rd.

**LANDFILL/SOLID WASTE

ON-GOING - Brad Spalding, after noting holiday schedule, told Court members that decision had been made to send notices out regarding scheduling of bulky-item pickup (as was discussed at the Nov. 6 meeting--Page 329).

**JAIL

Jailer Dorcas Figg presented her regular report as follows:

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 337

NELSON COUNTY JAIL

NELSON COUNTY JAIL

	Total	Hardin Co	HIP	State	W-End	In House
NOVEMBER						
Wed. 07	119	1	0	36	13	105
Thur. 08	125	1	0	32	13	111
Fri. 09	121	1	0	32	10	110
Sat. 10	120	1	0	32	9	110
Sun. 11	128	1	0	32	7	120
Mon. 12	129	1	0	32	10	118
Tue. 13	132	1	0	32	10	121
Wed. 14	126	1	2	32	11	114
Thur. 15	126	1	2	32	10	113
Fri. 16	123	1	2	35	9	111
Sat. 17	117	1	0	35	5	111
Sun. 18	119	1	0	33	5	113
Mon. 19	120	1	0	33	9	110
Tue. 20	122	1	0	33	14	107

STATE SENTENCED	
CI	16
CD	17
SENTENCED TO JAIL	14
COMMUNITY SERVICE	6
WORK RELEASE	4
HIP	0
CIRCUIT WAITING COURT	55

TOTAL OF 67 HAS NOT BEEN SENTENCED
NUMBER OF DAYS INMATES SERVED F/ OCTOBER 2012

DAYS	INMATES	DAYS	
1	71	16	4
2	51	17	5
3	20	18	2
4	5	19	2
5	4	20	4
6	5	21	3
7	5	22	1
8	6	23	2
9	7	24	0
10	1	25	2
11	5	26	2
12	4	27	3
13	2	28	3
14	8	29	1
15	4	30	1
		31	76

OCTOBER DAILY AVERAGE

	Mandays	Average
CI	365	11
CD	565	18
NELSON	2945	95
TOTAL	3675	125

NEW ARREST AND RELEASES F/ OCTOBER 2012

ARRIVALS	MALE	FEMALE	TOTAL
	141	42	183

RELEASES	MALE	FEMALE	TOTAL
	129	37	166

SENTENCED INMATES

DISTRICT COURT	21	9 WEEKEND
WAITING COURT	12	
HIP	0	
WORK RELEASE	1	
C/S	0	

**EMS

SPENCER/NELSON INTERLOCAL AGREEMENT - Joe Prewitt began a discussion of a proposal whereby Nelson County would provide dispatch service for Spencer County; however, Court was informed that Spencer County Fiscal Court had rejected the idea of entering into an agreement with Nelson County.

EMS REPORT - Joe Prewitt reported:

1) on Medicare Ambulance "Fee Adjustment" rates that will expire on Dec. 31, 2012--allowable rates will revert on Jan. 1 to those that were in place on 2009. Medicaid rates have not changed during the past ten years; push to classify the local ambulance service as urban could also negatively impact EMS cost of doing business; and 2) on new regulations for building an ambulance that will add significantly to the cost of a new ambulance (now according to NFPA 1917 specs after Jan. 1)--this due to Dept. of Transportation turning this function over to the National Fire Protection Association.

GENERATOR - Joe Prewitt presented the following analysis of bids received for purchase of a generator and for labor installation:

Nelson County Emergency
Operations Center

GENERATOR COST ANALYSIS

Company	Description	Service Rated Transfer Switches	Installation & Wiring	Standard Warranty	5 Year Maintenance Agreement	Cost
Wayne Power Systems P.O. Box 35900 Louisville, KY 40232-5900 Phone (502) 774-441-1429	100 kw Caterpillar Olympian Model D100-6 Standby Generator with Perkins diesel Engine	1,600 amp ATS 400 amp ATS 225 amp ATS	UL approved Diesel 24 hrs full load run time	Not included	2 years from date of start up	included \$ 57,842.00
Cummins Crosspoint, LLC 9820 Bluegrass Pkwy Louisville, KY 40299 Louisville, KY (502) 495-0677	100 kw Diesel Genset Standby Generator	1,600 amp ATS 400 amp ATS 225 amp ATS	UL approved Diesel 24 hrs full load run time	Not included	5 years/1500 hours	included \$ 65,097.00
EVAPAR 11120 Plantside Drive Louisville, KY 40299 (502) 267-6315	100 kw Generac Industrial Power Standby Generator	1,600 amp ATS 400 amp ATS 225 amp ATS	UL approved Diesel 30 hrs full load run time	Not included	2 years limited	included \$ 60,489.00

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 338

**Nelson County Emergency Operations Center
Labor Installation Generator Project**

Company	Description	Required Inspections and Associated fees	Licensing & Insurance	Costs
Stewart Hurst Electric, Inc 3611 Louisville Road Bardstown, KY 40004 (502) 349-0708	Labor installation and all materials related to complete the scope of work to installation of 100 kw Standby Generator & (3) Transfer Switches	included	included	\$30,200.00
T.E.M. Electric Co., Inc 3560 Bashford Avenue Louisville, KY 40218 (502) 454-0110	Labor installation and all materials related to complete the scope of work to installation of 100 kw Standby Generator & (3) Transfer Switches	included	included	\$ 43,560.00

Funding for purchase of the generator was described at the Oct. 16 session of Nelson Fiscal Court (Bk 36, Page 317)--primarily through a FEMA grant. On recommendation of Joe Prewitt, and on motion of Jerry Hahn, second of Sam Hutchins, by unanimous vote of the Court, IT IS HEREBY ORDERED to accept bids of Wayne Power Systems for the generator purchase and of Stewart Hurst Electric for labor installation.

NARROW BAND RADIO UPDATE--Regarding switch to narrow banding, Joe Prewitt reported as follows:

1) A total inventory of communications equipment is being taken in every department within the county to determine what is capable of using narrow and band and what will be useless. Cost of new repeaters as opposed to cost of using parts from existing repeaters has been suggested as a means of some savings.

2) Quote from RCS for using grant funding was submitted using five tower sites with five repeaters for each site for the emergency and dispatch system. Two required sites in the southern end of the County cannot be located. A digital repeater has been borrowed from another vendor, and following programming of radios from the police and from EMS, Joe Prewitt and Tim Simpson tested this system throughout the county during the past weekend. Digital was not initially considered at the beginning of discussion related to narrow band conversion, in part due to newness and cost; however, it is considered that this will be the system of the future. Countywide testing was 100% effective. This was followed by a meeting between RCS and Joe Prewitt/Debbie Carter, at which time RCS was presented with test results of the digital system and was asked for a solution other than the repeater system. Prewitt's overall assessment that the amount of equipment and sites needed can be reduced even though there probably would not be a reduction in costs. Problem is that not all equipment that has been purchased in preparation for narrow banding is digital capable--the equipment that is digital capable is scattered throughout all agencies. Prewitt's proposal would be to begin with law enforcement, setting them up with digital communications. Equipment swaps among agencies would help set up police, etc. if this idea proves to be workable. Further analysis of potential for beginning digital communications will be done.

EMERGENCY MANAGEMENT - Notification has been received that Nelson County allotment of Emergency Management funds for 2013 is \$24,985.75, down from \$27,000 for 2012. In order to qualify for the Emergency Management Funds, Nelson County must enter into a mutual aid agreement with the Commonwealth of Kentucky. On motion of Sam Hutchins, second of Jerry Hahn, by unanimous vote of the Court, IT IS HEREBY ORDERED to authorize the County Judge-Executive to sign the contract with the Commonwealth of Kentucky related to the Emergency Management Assistance program. Signature pages follow; the entire document is available at the office of the County Judge-Executive:

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 339

Doc ID No. PON2 095 130000671 1 Page 1 of 20



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence

Doc Description: 2012 EMFG Federal Funds for FY2013 County Distribution

Doc ID No: PON2 095 130000671 | **Procurement Folder:** 2623107

Procurement Type: Grant

Administered By: Leslie Stanger | **Cited Authority:** KRS.39A.050

Telephone: 502-607-1510 | **Issued By:** Kim Riche

C O N T A C T I N F O R M A T I O N

Multiple Provider

702 Capitol Avenue
OMPS
Frankfort KY 40601
US

Line	CL Description	Due Date	Quantity	Unit Price	Contract Amt	Total Price
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 Guidelines 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, Barron, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Cassie, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Davness, Edmonson, Elliott, Estill, Fayette, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Hart, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jefferson, Jessamine, Johnson, Kenton, Knott, Knox, Laclede, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Livingston, Logan, Lyon, McCracken, McCreary, McLean, Madison, Magoffin, Marion, Marsden, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pandleton, 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

Extended Description:

<p>B I L L</p> <p>1572 DMA DIV OF ADMIN SERVICES 100 MINUTEMAN PARKWAY</p> <p>T O</p> <p>FRANKFORT KY 40601 US</p>	<p>S H I P T O</p>
----------------------------------------------------------------------------------------------------------------------------------------------	---------------------------

Total Order Amount: 3,000,000.00

Document Phase	Document Description	Page 3 of 20
Final	2012 EMFG Federal Funds for FY 2013 County Distribution	

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

Ken Watts _____ *Chris Goff* _____
Signature Title

Ken Watts _____ *11-20-2012* _____
Printed Name Date

Other Party

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality

Attorney

Related to the Emergency Management grant, a Mutual Aid Agreement between the Commonwealth of Kentucky and the County of Nelson was approved on motion of Jerry Hahn, second of Jeff Lear, and by affirmative vote of all Court members. Copy of the agreement will be included at the end of the Nov. 20 minutes.

EMERGENCY OPERATIONS PLAN - The Nelson County Emergency Operation Plan must, by mandate, be updated. EMS has worked diligently to do this update, has submitted it to Kentucky State Emergency Management for review, and has given copies, both printed and on CD, to members of Nelson Fiscal Court for review and for adoption before the end of December.

*** ***** ***

COUNTY CLERK AMENDED BUDGET FOR 2012

County Clerk Elaine Filiatreau and Deputy Clerk Gail Brown presented an amended budget for the office of the Nelson County Clerk for 2012. Following review of line items that were changed from the original budget, on motion of Jeff Lear, second of Bernard Ice, by unanimous vote of the Court, IT IS HEREBY ORDERED to approve the amended budget as presented:

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 341

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
19 Fiscal Court/Tax Bill Prep								
20								
21. Payments to Other Districts (describe)								
22. Tangible Personal Property Tax	\$1,850,000.00							
23. Delinquent Tax	\$240,000.00							
24.								
25. Payments to Sheriff								
26. Delinquent Tax	\$44,000.00							
27. Payments to County Attorney	\$70,000.00							
28. Total Required Payments	\$9,781,545.80	\$0.00						
Official Expenses								
29. Personal Services								
30. County Clerk's Gross Salary	\$85,211.85							
31. County Clerk's Expense Allowance	\$3,600.00							
32. Deputies Gross Salaries	\$485,000.00							
33. Part Time Gross Salaries								
34. Overtime Gross								
35. Unemployment Insurance								
36. Employee Benefits								
37. Employer's Share S.S. (7.65%)								
38. Employer's Share Ret.								
39. Employer Paid Health Insurance	\$60,000.00							
40. Other Payroll Disbursements								
41. Training Fringe Benefit (HB 810)	\$1,893.78							
42. Contracted Services								
43. Rebinding/Microfilming/Scanning	\$24,000.00							
44. Advertising	\$5,000.00							
45. Printing & Binding								

Part Three (continued) Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30
46. Rental/Maint. Agreements	\$60,000.00		
47.			
48. Supplies & Materials (describe)			
49. Office Supplies	\$35,000.00		
50.			
51. Other Charges (describe)			
52. Conventions & Travel	\$5,000.00		
53. Dues & Miscellaneous	\$110,000.00		
54. Postage	\$14,000.00		
55. Repairs / Maintenance	\$500.00		
56. Insufficient Funds	\$2,000.00		
57. Debt Service (Borrowed money, interest, lease/purchases)			
58. Principal on Note			
59. Interest			
60. Computer Lease			
61. Capital Outlay (Outright purchases on tangible items lasting in nature)			
62. Office Equipment	\$30,000.00		
63. Vehicle			
64.			
65.			
66.			
67. Total Official Expenses	\$921,205.63		
<small>For offices that fee pool, pay fees to county prior to December 31, or</small>			
68. Payments to County Treasurer			
69. Payments to State Treasurer			
<small>Enter total of lines 28, 67, 68 and 69 on line 70</small>			
70. Total Disbursements	\$10,702,751.43		

Copy the figure shown on Line 70 in the Budget Estimate column to the Summary on Line 70 in the Unpaid column (use for 12/31 report only) to page 1, line 10

County Clerk Elaine Filiatreau reported:

County Clerk's Budget and Report

- 1) On the recent General Election;
- 2) On completion of scanning plats, most with grant funding through KDLA;
- 3) On scanning of all index books;
- 4) On website now in progress whereby any scanned documents will be available, by subscription, to businesses and entities which would find this service of use;
- 5) On class action suit being filed by a Lexington firm on behalf of Kentucky County Clerks whereby that firm is trying to recoup property transfer taxes that were not paid by Freddie Mac or Fannie Mae agencies at the time of property transfers. Clerk's office will compile amount of these type of transactions throughout the past five and ten year periods.

Following discussion concerning intersection at Pottershop Rd. and KY 605 and decision to involve Horizon Engineering in determining ownership and costs of improving this intersection, and following questions concerning designation of KY 61 (state or county), the Nov. 20 session of Nelson Fiscal Court was adjourned on motion of Bernard Ice, second of Sam Hutchins, and by affirmative vote of all Court members.

Mutual Aid Agreement follows (referenced Page 339):

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 342

APPENDIX A-6 COMMONWEALTH OF KENTUCKY MUTUAL AID AGREEMENT

(This agreement remains in effect until the fiscal court adjourns on 11/20/12)

List of jurisdictions who are participants in this agreement are posted on the KyEM web site at
under Mutual Aid Documents sub heading.

COMMONWEALTH OF KENTUCKY STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

This agreement, endorsed by the Kentucky Division of Emergency Management, is between each local entity in the Commonwealth of Kentucky that officially approves and adopts the agreement and thereby becomes a party to the agreement. Each party agrees to execute the agreement and provide mutual aid and assistance to other parties under the terms and conditions contained herein.

WHEREAS, the Commonwealth of Kentucky is geographically vulnerable to a variety of emergencies and disasters; and

WHEREAS, the Commonwealth of Kentucky through its Division of Emergency Management recognizes the importance of having each local entity respond in a coordinated and efficient manner to restore the public safety, health, and welfare of a community stricken by an emergency or disaster; and

WHEREAS, the Commonwealth of Kentucky wishes to encourage each local entity in Kentucky to become a party to this agreement to ensure the statewide availability of mutual aid and assistance to disaster or emergency-stricken communities as quickly, efficiently and effectively as possible; and

WHEREAS, under the Kentucky Revised Statutes, a local entity entering into a mutual aid and assistance agreement may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, each local entity that has chosen to become a party to this agreement wishes to provide mutual aid and assistance to other parties in time of emergency or disaster;

NOW, THEREFORE, ALL PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" means the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" means personnel, equipment, facilities, services, supplies and other resources.

"Authorized representative" means the employee of a party, who has been authorized in writing by that party, to request, to offer, or to otherwise provide aid and assistance under the terms of this agreement.

"Disaster" means any incident or situation declared as such by executive order of the Governor or the President of the United States pursuant to federal law, as a result of an occurrence or imminent threat of widespread or severe damage, injury or loss of life or property, resulting from any natural, technological, or man-made emergency situation, including incidents caused by accident, military or paramilitary cause.

"Emergency" means any incident or situation which poses a major threat to public safety so as to cause, or threaten to cause, loss of life, serious injury, significant damage to property, or major harm to public health or the environment and which a local emergency response agency determines is beyond its capabilities.

"Local emergency declaration" means the written document signed by the chief executive officer of a local entity that specifies and attests that a disaster or emergency has occurred and the resulting emergency situation is beyond the capability of the local entity to manage using all local resources within its geographical limits.

"Local emergency management agency" means the organizational unit of a city, county, urban-county, or charter county government, created pursuant to Kentucky Revised Statutes Chapter 39B, with primary jurisdiction, responsibility, and authority for all emergency management program activities within the geographical boundaries of a party.

"Local entity" means a county, urban-county, charter-county, city, or other general or special purpose unit of government created pursuant to the Kentucky Revised Statutes with the express power and authority to enter into and execute a contract.

"Party" means a local entity that has officially approved and adopted this agreement by resolution of its governing body.

"Provider" means a party that furnishes, or is requested to furnish, aid and assistance to a recipient pursuant to this agreement.

"Recipient" means a party that requests or receives aid and assistance from a provider pursuant to this agreement.

SECTION II. INITIAL RECOGNITION OF PRINCIPLES BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this agreement is a reciprocal contract, it is recognized that any party to this agreement may be requested by another party to be a provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any party to this agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when a party is requested to provide aid and assistance, it may in good faith deem itself unavailable to be a provider when the resources being requested are necessary to provide reasonable and adequate protection for its own citizens. A party unable to honor a request for aid and assistance will so inform the party initiating a request.

Fiscal Court Orders

Given the finite resources of any party and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other local entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Likewise, the parties fully recognize that there is ample public purpose for entering into this agreement, and accordingly shall attempt to render assistance in accordance with the terms of the agreement to the fullest extent possible.

All functions and activities performed under this agreement are hereby declared to be governmental functions. Functions and activities performed under this agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within a recipient's disaster or emergency-stricken area are deemed inadequate by a recipient. In these instances, a recipient may request mutual aid and assistance by communicating a request to a provider, indicating the request is made pursuant to this mutual aid agreement. A request shall be followed as soon as practicable by a written confirmation of the request, including a copy of a local emergency declaration and a statement or completed form describing the specific aid and assistance needed. All requests for mutual aid and assistance shall be transmitted by a recipient's authorized representative or local emergency management agency as set forth below. A list of authorized representatives for each party shall be attached to the officially approved and adopted copy of this agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.

- A. **METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE:** A recipient shall initiate a request as follows:
1. **REQUESTS ROUTED THROUGH A RECIPIENT'S LOCAL EMERGENCY MANAGEMENT AGENCY:** A recipient may directly contact the local emergency management agency that serves the recipient's geographical area of operation and provide the information referenced in paragraph B of Section III. The local emergency management agency shall then contact provider parties on behalf of a recipient to coordinate the provision of mutual aid and assistance.
 2. **REQUESTS MADE DIRECTLY TO A PROVIDER:** A recipient may directly contact a provider's authorized representative, setting forth the information referenced in paragraph B of Section III. All communications shall be conducted directly between a recipient and provider. A provider and a recipient using this option shall be responsible for keeping their respective local emergency management agencies advised of the status of response activities, in a timely manner.
- B. **REQUIRED INFORMATION:** Each request for aid and assistance shall be accompanied by the following information, in writing or by other available means, to the extent known:
1. **Stricken Area and Status:** A general description summarizing the condition of the community (i.e., whether the disaster or emergency is imminent, in progress, or has already occurred) and of the damage sustained to date;
 2. **Services:** Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
 3. **Infrastructure Systems:** Identification of the type(s) of the public infrastructure system for which assistance is needed and the type of work assistance needed;
 4. **Aid and Assistance:** The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 5. **Provider's Traveling Employee Needs:** Unless otherwise specified by a recipient, it is mutually understood that a recipient will provide for the basic needs of provider's traveling employees. A recipient shall pay for all reasonable and documented out-of-pocket costs and expenses of a provider's personnel, including transportation expenses for travel to and from the stricken area. Further, a recipient shall house and feed provider's personnel at the recipient's sole cost and expense. If a recipient cannot provide such food and/or housing at the disaster or emergency area, a recipient shall specify in its request for assistance that self-sustained and supported personnel are needed.
 6. **Facilities:** The need for sites, structures or building outside a recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services, and
 7. **Meeting Time and Place:** An estimated time and a specific place for a representative of a recipient to meet the personnel and resources of any provider.
- C. **STATE AND FEDERAL ASSISTANCE:** A recipient shall be responsible for coordinating all requests for state or federal assistance with the local emergency management agency with jurisdiction.
- D. **List of Authorized Representatives:** The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be authorized representative.

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 344

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by a recipient or a local emergency management agency regarding a request for aid and assistance, a provider's authorized representative shall assess the provider's own local situation in order to determine the availability of personnel, equipment and other resources. If a provider's authorized representative determines that the provider has available resources, a provider's authorized representative shall so notify the recipient or the local emergency management agency (whichever communicated the request). A Provider shall submit a written acknowledgment of a request for aid and assistance received from a recipient or a local emergency management agency. The written acknowledgement must indicate a provider's decision to either render aid and assistance or to reject a request and shall be transmitted by the most efficient and practical means to a recipient or a local emergency management agency. A provider's acknowledgment shall contain the following information:

- a. In response to the items contained in the request, a description of the personnel, equipment and other resources available;
- b. The projected length of time such personnel, equipment and other resources will be available to serve a recipient particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section (Section VI) of this agreement).
- c. The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the recipient; and
- d. The name of the person(s) to be designated as the provider's supervisory personnel (pursuant to the "Supervision and Control" section (Section V) of this agreement)

When a provider's submits a written acknowledgement to a local emergency management agency, the local emergency management agency shall notify a recipient's authorized representative and forward the information received from a provider. A recipient or a local emergency management agency shall respond to a provider's written acknowledgment by executing and returning a copy of the request form to a provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

A provider shall designate supervisory personnel among its employees sent to render aid and assistance to a recipient. As soon as practical, a recipient shall assign work tasks to a provider's supervisory personnel and, unless specifically instructed otherwise, a recipient shall have the responsibility for coordinating communications between a provider's supervisory personnel and a recipient. A recipient shall provide necessary credentials to a provider's personnel authorizing them to operate on behalf of a recipient.

Based upon the assignments set forth by a recipient, a provider's supervisory personnel shall

- a. Have the authority to assign work and establish work schedules for a provider's personnel. Further, have direct supervision and control of a provider's personnel, equipment and other resources which shall, at all times, remain with a provider's supervisory personnel. A provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, a provider shall notify a recipient accordingly. It is expressly understood that this may involve a recipient providing radio frequencies to a provider while a provider is assisting a recipient;
- b. Maintain daily personnel time records, material records and a log of equipment hours; and,
- c. Report work progress to a recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; REVIEWABILITY; RECALL

The duration of a provider's assistance shall be for the period agreed upon by the authorized representatives of a provider and a recipient.

As noted in Section II of this agreement, a provider's personnel, equipment and other resources shall remain subject to recall by a provider to provide for its own citizens if circumstances so warrant. A provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to a recipient of its (provider's) intent to terminate a mission, unless such notice is not practicable. In such a case, as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that a recipient shall pay to a provider reasonable and documented expenses incurred by a provider as a result of extending assistance to a recipient. Such reimbursements shall commence 12 hours after the provider support is on scene and the recipient has signed a local emergency declaration. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by a recipient and a provider. A recipient shall be ultimately responsible for reimbursement of all eligible reasonable and documented expenses.

- A. Personnel - During the period of assistance, a provider shall continue to pay its employees according to its then prevailing ordinances, rules and regulations. A recipient shall reimburse a provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, a recipient shall not be responsible for reimbursing any amounts paid or due as benefits to a provider's personnel under the terms of the Kentucky Worker's Compensation Law.
- B. Equipment - A provider shall be reimbursed by a recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44C.F.R. 206.228. A provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and

Fiscal Court Orders

operational condition. At the request of a provider, fuels, miscellaneous supplies and minor repairs may be provided by a recipient, if practical. The total equipment charges to a recipient shall be reduced by the total value of the fuels, supplies and repairs furnished by a recipient and by the amount of any insurance proceeds received by a provider

- C. **Materials and Supplies** - A provider shall be reimbursed for the reasonable and documented costs of all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in subsection B of Section VII, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse or recklessness of a provider's materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that a recipient will replace, with like kind and quality as determined by a provider, the materials and supplies used or damaged. If such an agreement is made, it shall be in writing.
- D. **Record Keeping** - A recipient or its representative local emergency management agency, and Kentucky Division of Emergency Management personnel shall provide information, directions and assistance for record keeping to a provider's personnel. A provider shall maintain records and submit invoices for reimbursement by a recipient in accordance with the procedures and format used or required by FEMA publications, including 44 C.F.R. Part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. **Payment; Other Miscellaneous Matters as to Reimbursement** - The reimbursement costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. Part 206. A recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement.

SECTION VIII. RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever a provider's employees are rendering aid and assistance pursuant to this agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of a provider

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Every person in the service of the state or any of its political subdivisions or agencies, or of any county, city or any class under the contract of hire, express or implied, and every official or officer of those entities, whether elected or appointed, while performing his or her official duties shall be considered an employee of the state. Every person who is a member of a volunteer ambulance service, fire, or police department shall be deemed, for the purpose of this agreement, to be in the employment of the political subdivision of the state where the department is organized. Every person who is a regularly enrolled paid or volunteer member of an emergency management agency, or an emergency management agency-supervised operating unit, or a rescue squad, as established under KRS Chapters 39A to 39E, shall be deemed, for the purpose of this agreement, to be in the employment of the Commonwealth of Kentucky.

SECTION X. IMMUNITY

All activities performed under this agreement are hereby declared to be governmental functions. Neither the parties to this agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, their personnel complying with or reasonably attempting to comply with this agreement or any ordinance, order, resolution, rule or regulation enacted or promulgated pursuant to the provisions of this agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY.

Each party (as indemnitor) agrees to protect, defend, indemnify and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of actions of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this agreement.

Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT

Under this agreement, the responsibilities of the Kentucky Division of Emergency Management are:

- (1) To serve as the central depository for all locally-approved and adopted agreements, along with the attached listing of a party's authorized representatives and contact information, and to provide this listing to each of the parties on an annual basis;
- (2) To coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this agreement;
- (3) To keep a record of all requests for assistance and acknowledgments, and
- (4) To report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 346

SECTION XIII. AMENDMENTS

- (1) Approval and adoption of the agreement by the governing body of a party and the signature of a party's chief executive officer, and
- (2) Submission of a copy of an approved and adopted agreement, along with approved minutes of the legally constituted meeting at which the agreement was approved, to the Kentucky Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days written notice by a party as set forth below. Thereafter, this agreement shall continue to be binding upon the parties in subsequent years and shall be considered to renew automatically from year to year, unless terminated by written notification as provided above. A party terminating their participation in this agreement shall submit a copy of their written termination notice to the Director of the Kentucky Division of Emergency Management. A party's termination of this agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this agreement. Once a termination is effective, a terminated entity shall no longer be a party to this agreement, but this agreement shall continue to be in force among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this agreement have been inserted for convenient reference only and shall not be construed as modifying, amending or affecting in any way the express terms and provisions of this agreement.

SECTION XVI. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more of this agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s) or other part(s) invalidated.

In the event that parties to this agreement have entered into other mutual aid and assistance contracts, those parties agree that to the extent a request for mutual assistance is made pursuant to this agreement, those other mutual aid and assistance contracts are superseded by this agreement.

SECTION XVII. EFFECTIVE DATE, APPROVAL AND ADOPTION

Part I This agreement shall take effect upon approval and adoption of the following resolution by the entity seeking to become a party to the agreement

BE IT RESOLVED BY COUNTY OF NELSON
(Governing Body of City, County, or Other Entity) (City or County)

that the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement is hereby approved and adopted, and

THAT Joe Osborne Director
(Name of Primary Representative) (Official Title)

AND Joe Prewitt Deputy Director
(Name of Alternate Representative) (Official Title)

are hereby authorized to execute the agreement and to request, offer, or otherwise provide aid and assistance under the terms of the agreement for, and on behalf of, Nelson County
(Name of City, County, or Entity)

a public entity established under the laws of the Commonwealth of Kentucky and to file a copy of this resolution with the Kentucky Division of Emergency Management for the purpose of entering into the agreement and thereby become a party to the Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement

Passed and approved this 20 day of November, 2012

Dean Watts, County Judge Executive
Name and Title

Dean Watts
Name and Title

CERTIFICATION

I, Elaine A Filatreau, duty appointed Nelson County Court Clerk
(Title)

of NELSON COUNTY, do hereby certify that the above is a true and correct copy of a
(City, County, or Other Entity)

resolution passed and approved by the FISCAL COURT of NELSON COUNTY
(City, County, or Other Entity) (Public Entity)

on the 20th day of November, 2012

Court Clerk
(Official Position)

Elaine A Filatreau
(Signature)

Fiscal Court Orders

Nov. 20, 2012
REGULAR SESSION OF NELSON FISCAL COURT

Book 36
Page 347

COMMONWEALTH OF KENTUCKY STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT

Part II List of Authorized Representatives to Contact for Emergency Assistance

For NELSON COUNTY
(Political Subdivision)

PRIMARY REPRESENTATIVE:

Name Joe Osborne Title Director
Address 210 Nelson County Plaza City Bardstown State KY
Zip Code 40004 Phone (502) 348-18 FAX (502) 348-1873
Pager _____ E-Mail: Joe.Osborne@orbiscorporation.com
Cell Phone: (502) 507-6388

ALTERNATE REPRESENTATIVE:

Name Joe Prewitt Title Deputy Director
Address 1301 Atkinson City Bardstown State KY
Zip Code 40004 Phone (502) 348-4929 FAX (502) 348-2852
Pager _____ E-Mail: ncemsjoe@aol.com
Cell Phone: (502) 249-1125

Part III

IN WITNESS WHEREOF, the Kentucky Division of Emergency Management has endorsed this agreement and the Party to Agreement listed above has caused this Commonwealth of Kentucky Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly adopted in its name and on its behalf by its chief executive officer, who has signed accordingly and attested with approval of its governing body, as of the date set forth in this agreement.

BY _____, Director, Kentucky Division of Emergency Management
DATE _____

DEAN WATTS, NELSON COUNTY JUDGE-EXECUTIVE

ELAINE A FILIATREAU, NELSON COUNTY CLERK

