



THIS SERVICE AGREEMENT (the “Agreement”) is entered into as of this ____ day of March 2021, by and between Kenton County Fiscal Court, (“Kenton County” or “Customer) and Copperhead Environmental Consulting, Inc. (“Consultant”).

WHEREAS, Consultant is in the business of providing certain environmental survey and consulting services; and

WHEREAS, Kenton County desires to contract with Consultant to perform certain environmental and consulting services, more particularly described below or in the Scope of Work/Proposal (Schedule 1); and Customer desires to undertake provision of said services and equipment on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth below, the receipt and sufficiency of which is hereby acknowledges, the parties agree as follows:

ARTICLE I TERM

1.1 Term. This agreement shall be for a term commencing as of _____ and shall continue in force and effect until 31 December 2021 (“Initial Term”), unless earlier terminated pursuant to the terms of the Agreement. If termination has not occurred, Customer shall have the right, exercisable in its sole discretion, to extend the term of this Agreement and defer the date by which all field work and written reports shall be completed by providing written notification to Consultant.

ARTICLE II SERVICES

2.1 Services Provided. The Customer hereby grants the Consultant the exclusive right to conduct only those certain environmental and consulting services set forth on Schedule 1 (Scope of Work/Proposal), attached hereto (the “Services”).



ARTICLE III COST OF SERVICES; PAYMENT

3.1 Fees. In consideration of the services, Customer shall pay Consultant fees described in Schedule 1 attached hereto.

3.2 Billing. The Consultant shall prepare monthly invoices based upon percentage of work completed to be sent to Customer for services provided.

3.3 Payment of Fees. Subject to Section 3.4, all fees payable are to be paid pursuant to this Agreement within thirty (30) days of receipt (via e-mail) of Consultant invoice.

3.4 Audit Rights. Upon request by Customer, Consultant shall provide supporting documentation of any charges or fees to the reasonable satisfaction of Customer. Customer shall have the right to dispute any Charges of fees not substantiated to the reasonable satisfaction of Customer, and no late fee shall be applicable to any such disputed amounts unless thirty (30) days after the resolution of such dispute, such amounts (as may have been reduced by the resolution) remain unpaid.

ARTICLE IV CUSTOMER'S ACKNOWLEDGMENTS

4.1 Equipment. Consultant will provide all equipment necessary to carry out contracted activities. This equipment shall be used and maintained by Consultant for the duration of the contract.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Indemnification. Customer shall indemnify and hold Consultant harmless from and against any and all claims, damages, penalties, fines, costs, and expenses, including but not limited to reasonable attorney's fees, for any liabilities for injury or death to persons or loss or damage to property or the environment arising out of or in connection with (a) any negligence or intentional misconduct of Customer with regard to Consultant's Services, or (b) any breach by Customer of its obligations under this Agreement. Consultant shall indemnify and hold Customer harmless from and against any and all claims, damages, penalties, fines, costs, and expenses, including but not

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.
P.O. BOX 73 ■ 471 MAIN STREET ■ PAINT LICK, KENTUCKY 40461
(859) 925-9012 OFFICE (859) 925-9816 FAX

www.copperheadconsulting.com



limited to reasonable attorney's fees, for any liabilities for injury or death to persons or loss or damage to property or the environment arising out of or in connection with (a) any negligence or intentional misconduct of Consultant, its employees, agents or contractors with regard to Customer's Services or (b) any breach by Consultant, its employees, agents or contractors of its obligations under this Agreement.

5.2 Insurance. Consultant shall hold and maintain the following insurance:

- Comprehensive Auto Liability: \$1,000,000 combined single limit covering all automobiles used by Consultant in performing the Work.
 - Comprehensive General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate combined single limit for bodily injury and property damage.
 - Employers' liability insurance: \$1,000,000 per occurrence
 - Workers Compensation: As required by law of the state where Consultant will be performing the Work.
 - Umbrella Liability: \$4,000,000 per occurrence over the coverage specified in (a) through (b) above.
- Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

5.3 Permits. Consultant has, or will obtain before performing the Services, and comply with all federal and state governmental licenses and permits, including, without limitation, permits required under the federal Endangered Species Act, necessary for the lawful execution of the Services.

ARTICLE VI TERM AND TERMINATION

6.1 Termination by Consultant. Notwithstanding the term provision set forth above, this Agreement may be terminated, and the obligations of Consultant hereunder shall thereupon cease, if any of the following circumstances shall occur, all of which may be waived by Consultant:

- (a) Breach of any obligation of the Customer to Consultant, including but not limited to the payment obligations of Article 3, if Customer fails to cure such breach within thirty (30) days following Consultant's notice electronically (via e-mail) of such breach; or
- (b) Factors beyond the reasonable control of Consultant make it practically impossible for Consultant to achieve Customer's expectations under

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this Agreement.

6.2 Termination by Customer. Customer shall have the right to terminate this Agreement, for any reason or no reason, by providing to Consultant notice of such termination electronically (via e-mail). Customer's termination of this Agreement shall not relieve Customer of its obligation to pay Consultant for Services performed and expenses incurred prior to such termination including appropriate demobilization of field crew or equipment from project area after notice of termination in accordance with this Agreement.

6.3 Customer Property. Upon any termination of this Agreement under this Article VI or upon the expiration of the term, Consultant promptly shall return to Customer any of Customer's property in the possession of Consultant, including, without limitation, any work product produced by Consultant pursuant to this Agreement and paid for by Customer. Any such work product shall be provided to Customer in a format accessible by off-the-shelf software without payment or royalty to Consultant for the ability to access such information.

ARTICLE VII MISCELLANEOUS

7.1 Entire Agreement. This Agreement supersedes all agreements made between the parties relating to this subject matter, but in no way shall it affect other agreements between the parties regarding other matters, which exist as of the date hereof.

7.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

7.3 Counterpart Agreements. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

7.4 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

7.5 Notices. Notices hereunder shall be valid if e-mailed to Customer at _____ and/or _____ and to

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Consultant at Mr. Marty Marchaterre, mmarchaterre@copperheadconsulting.com. Any party may from time to time designate another person appropriate for notice to which, thereafter, notice shall be appropriately sent.

7.6 Severability. In case any one or more of the provisions contained in this Agreement, shall for any reason be held to be invalid, illegal or enforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of the Agreement.

7.7 Assignment. This Agreement is assignable by the Customer with written approval of the Consultant which approval shall not be unreasonably withheld.

7.8 No Waiver. No covenant or condition of this Agreement may be waived except by written consent of Customer. Forbearance or indulgence by Customer in any regards whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Customer. Customer shall be entitled to invoke any remedy available to Consultant under this Agreement or by law or in equity, despite any prior forbearance or indulgence.

7.9 Successors. This Agreement shall be binding upon, and its benefits shall inure to the benefit, of the parties hereto and the respective heirs, representatives, successors and assigns, subject to any limitations upon assignment contained in this Agreement.

7.10 Attorney's Fees. In the event that the either party hereto fails to pay to the other all amounts which become due under this Agreement, or fails to perform its obligation hereunder, and the non-breaching party refers such matter to an attorney, the breaching party shall pay, in addition to the amount due, any and all costs incurred by the non-breaching party as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.



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IN WITNESS WHEREOF, this Agreement has been duly executed effective as of the ___ day of _____, 2021.

KENTON COUNTY FISCAL COURT
1840 Simon Kenton Way
Suite 5100
Covington, Kentucky 41011

Kenton County Fiscal Court

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.,
P.O. Box 73
471 Main St.
Paint Lick, KY 40461

Marty Marchaterre, Senior Environmental Planner
Copperhead Environmental Consulting, Inc.

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SCHEDULE 1 - SCOPE OF WORK/PROPOSAL

COPPERHEAD ENVIRONMENTAL CONSULTING, INC.

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