

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS
AND
THE COUNTY OF KENTON, KENTUCKY

THIS AGREEMENT made and entered into by and between the KENTON COUNTY FISCAL COURT, hereinafter referred to as the County and the COMMONWEALTH OF KENTUCKY, TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, hereinafter referred to as the Department.

WITNESSETH:

WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the County; and

WHEREAS, the County has agreed to perform for the Department snow and ice operations on certain state owned roads within the limits of Kenton County.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I - OBLIGATIONS OF THE DEPARTMENT

Scope of Agreement:

(a) Within this Agreement, the County agrees to perform snow and ice operations of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality. Snow and Ice operations are more fully defined by the Manuals for Maintenance and Field Operations Guide.

ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

(a) Compensate the County Forty Thousand Dollars (\$40,000.00) service fee for fiscal year 2022 per single axel dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2021 through April 15, 2022. Compensate the County One Hundred Dollars per hour (\$100/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A.

- (b) Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

Service fee – November 2021

November 2021 – January 2022

February 2022 – April 2022

- (c) Make inspections during snow and ice events on the roadways listed in Addendum A that are treated by the County and/or its contractors.

ARTICLE III – RESPONSIBILITY OF COUNTY

The County Shall:

(a) Pass a resolution authorizing the Kenton County Judge Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.

(b) Procure up to four single axel dumps trucks retrofitted for snow and ice operations. Provide two operators per truck to treat the roadways listed in Addendum A during snow and ice events from November 1, 2021 through April 15, 2022.

(c) Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary).

(d) Keep accurate records of any and all snow and ice activities including records of the call out times, report time and active time the trucks are treating routes listed in Addendum A. Material usage will be paid by a separate agreement.

(e) Submit a monthly summary of operator's snow and ice hours and material used and their associated costs on the routes listed in Addendum A to the Department's Covington Section Supervisor.

(f) Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

Service fee – November 2021

November 2021 – January 2022

February 2022 – April 2022

ARTICLE IV – INDEMNIFICATION

(a) The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

ARTICLE V – GENERAL TERMS

(a) The Department may, at any time, inspect records kept by the County pursuant to this Agreement.

(b) This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties. This agreement shall be amended once the number of seasonal employees is finalized no later than November 1, 2021.

(c) This Agreement is effective November 1, 2021 and continuing through April 15, 2022.

(d) Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and County. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary's decision shall be final.

(e) The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.

(f) This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which obligations were made or which was commenced before the notice of termination was given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

KENTON COUNTY FISCAL COURT
KENTON COUNTY, KENTUCKY

BY: _____
Robert Yeager
District 6 Executive Director

BY: _____
Kris Knochelmann
Kenton County Judge Executive

APPROVED, FORM AND LEGALITY

ATTEST:

BY: _____
General Counsel

BY: _____

“ADDENDUM A”

KENTON COUNTY ROADS TO BE TREATED DURING SNOW AND ICE EVENTS BY KENTON COUNTY FISCAL COURT

ROUTE #1 – 13.063 Miles

KY 17 – (Madison Pike) - From the junction with KY 3070 (Howard Litzler) to the intersection with Latonia Avenue, a distance of 0.525 miles. (MP 19.931 to MP 20.456)

KY 177 – (DeCoursey Pike) - from KY 536 (Visalia Road) to the Banklick Creek Bridge near Grand Avenue, a distance of 10.041 miles. (MP 9.174 to MP 19.215)

KY 2044 – (Marshall Road & Petty Road) - From KY 16 to the intersection with KY 177 in Ryland Heights, a distance of 2.497 miles. (MP 0.000 to MP 2.497)

ROUTE #2 – 12.046 Miles

KY 1501 – (Hands Pike) - From KY 17 (Madison Pike) to KY 16 (Taylor Mill Road), a distance of 2.496 miles. (MP 0.000 to MP 2.496)

KY 2047 – (Senour Road & Klette Road) - From the junction with KY 1486 (Fowler Creek Road) to the junction with KY 177 (DeCoursey Pike), a distance of 3.981 miles. (MP 0.000 to MP 3.981)

KY 3035 – (Wayman’s Branch Road) - From the junction with KY 17 X, to a junction with KY 1501, a distance of 2.720 miles. (MP 0.000 to MP 2.720)

KY 3716 – (Taylor Mill Road) - From the junction with KY 16, to another junction with KY 16, near I-275, a distance of 2.849 miles. (MP 0.000 to MP 2.849)

ROUTE #3 – 10.083 Miles

KY 1486 & KY 1486 C – (Fowler Creek Road & Connector) - From KY 16 (Taylor Mill Road) to KY 3035 (Old KY 17), a distance of 3.632 miles. (MP 0.000 to MP 3.632)

KY 1829 – (Richardson Road) - From the junction with KY 1303, to a junction with KY 3035 (Old KY 17), a distance of 3.363 miles. (MP 1.024 to MP 4.387)

KY 2045 – (McCullum Road, Oliver Road & Cox Road) - From the junction with KY 17 X (Old Madison Pike) to the junction with KY 16 (Taylor Mill Road), a distance of 2.375 miles. (MP 1.336 to MP 3.711)

KY 842 – (Richardson Road) From the Boone County line to the junction with KY 1303 (Turkeyfoot Road), a distance of 0.713 miles. (MP 0.000 to MP 0.713)

ROUTE #4 – 11.968 Miles

KY 16 – (Walton-Nicholson Road) - From the Boone County line to the junction with KY 1486 (Stephens Road), a distance of 6.426 miles. (MP 0.000 to MP 6.426)

KY 17 – (Madison Pike) - from KY 14 (Rich Road) to the KY 16 (Taylor Mill Road), a distance of 5.542 miles. (MP 3.974 to MP 9.516)