

## **COUNTY SERVICES AGREEMENT**

AGREEMENT made this \_\_\_\_\_, by and between the Kenton County Fiscal Court (referred to as County) and the City of Erlanger (referred to as City). This agreement is effective July 1, 2023 and expires June 30, 2027, unless sooner terminated by either party.

### **RECITALS & SERVICES**

WHEREAS, the City of Erlanger (City) is located in Kenton County, Kentucky, and has its offices located at 505 Commonwealth Ave, Erlanger, KY 41018.

WHEREAS, the City desires to engage the services of the County for routine maintenance including snow and ice removal and the County desires to provide these services at the stipulated fees contained herein.

**Snow Removal on City Streets:** The City desires the services of the County for snow and ice removal on city streets identified in Attachment A.

For the 2024 Fiscal Year, the County shall be entitled to reimbursement at the rate of \$115.12 per hour for the use of a Small Truck and \$135.33 per hour for the use of a Large Truck plus the cost of materials for work performed during regular time. If work creates an overtime situation in FY 24, the County shall be entitled to the rate of \$134.07 per hour for the use of a Small Truck and \$154.28 per hour for the use of a Large Truck Rate plus the cost of material for work performed during that time. For all subsequent snow seasons through the remainder of the contract term, the hourly rate will be evaluated in May of each year and the City will be notified of any proposed changes by June 1. The aforementioned rates have been calculated to capture the actual cost to the County for providing one operator and one piece of equipment.

During snow and ice season, this service shall include all labor and equipment necessary to clear the City Streets as determined appropriate by the County upon notification of the County Emergency Dispatch Center on 859-392-1940.

Should the County see fit to mobilize its Public Works personnel for snow/ice removal operations on County roads the County will contact the City's designated agent to acquire authorization to proceed on streets identified in Attachment A.

### **FEE ADJUSTMENTS**

The County shall be responsible for notifying the City of any proposed rate change as outlined in this agreement in May of each contract year. The failure of the County to serve notice of proposed rate changes shall have the effect of continuing the contract for the contract year at the rate of the preceding year.

### **ENTIRE AGREEMENT**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding.

### **ATTORNEY'S FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

### **GOVERNING LAW**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties there under, shall be governed by the laws of the State of Kentucky.

**TERMINATION**

This agreement may be cancelled by either Party by providing the other Party sixty (60) days written notice.

Executed, the day and year first above written.

\_\_\_\_\_  
Jessica Fette  
Mayor, City of Erlanger

\_\_\_\_\_  
Kris Knochelmann  
Kenton County Judge-Executive

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Document Prepared By:

Stacy Tapke  
Kenton County Attorney  
303 Court Street  
Covington, Kentucky 41011

**Kenton County Fiscal Court**

Public Works Cost Analysis - Snow Plow Rates

2024 Budgeted Amounts used to Project **FY 2024 Billing**

	Large Truck Rate	Small Truck Rate
<u>Straight Time</u>	<u>Rate Per Hour</u>	<u>Rate Per Hour</u>
Total Cost(Excluding Overtime) (includes Wages, SS, Ret, Health/Den, Vision, Life, UnEmp, WC, Disability)	44.45	44.45
FEMA Schedule of Equipment Rates (Dump Truck)	78.58	60.21
Cost Per Hour	123.03	104.66
<b>Contingency (10%)</b>	12.30	10.46
<b>Total Cost Per Hour (Straight Time Rate)</b>	<b>135.33</b>	<b>115.12</b>
<b>Overtime Rate Additional Charge</b> (includes Wages, SS, Ret, WC Only)	18.95	18.95
	<b>154.28</b>	<b>134.07</b>

**ATTACHMENT A**

<b>ROAD</b>	<b>Length (MILE)</b>
BULLOCK PEN RD	1.0375
PLEASURE ISLE DR	0.34
<b>TOTAL:</b>	<b>1.3775</b>