

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 the needed work to repair and maintain 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, routine maintenance and repair refer to the upkeep and support 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. Maintenance and repair activities are more fully defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications. Right-of-Way grass mowing, roadway striping and roadway signage will not be included in this Agreement. Extraordinary maintenance or special maintenance (i.e. roadway slide repair, bridge structure repair over and above normal maintenance, culvert replacements 36" or greater, extensive in-place patching or repairs normally requiring special funding sources) also will not be included in this Agreement. Should the need arise for extraordinary or special maintenance; the County shall notify the Department of said needed maintenance. The Department will determine if the maintenance is of extraordinary or special need, and if so, either program the repair work by contract or ask the County to perform work and prepare a separate

Agreement for compensation. Compensation for any approved extraordinary or special maintenance shall be outside scope of work and the compensation established by this Agreement.

(b) Improvements are NOT covered by this Agreement and include the addition of roadway engineering features that are not currently a part of said roadways. Should the County undertake any improvements to said roadways located within its border, the County shall make proper permit application to the Department for said improvement, and the compensation for any approved improvement shall be outside scope of work and the compensation established by this Agreement.

(c) Routine maintenance and repair on KY 536 (Boone County line to KY 16, MP 0.000 to MP 6.092), KY 1303 (KY 536 to KY 842, MP 0.000 to MP 1.240) and KY 2043 (KY 16 to KY 536, MP 5.804 to MP 9.437) as identified in Addendum A shall be limited to only the snow and ice operations defined by the Manuals for Maintenance, Traffic, Field Operations Guide, Permits, Standard Drawings, and Standard Specifications.

(d) Qualified maintenance and repair on other roads in the state MP or SS system. Work performed by the County under this clause shall conform to the terms in item (a) of this section, and shall require written pre-approval by the Department. In no event shall the county be responsible for, or party to, performance of any work on the interstate system.

ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

- (a) Compensate the County a maximum of One Hundred Twenty Thousand Dollars (\$120,000.00) for fiscal year 2021 for the maintenance and repair of 53.190 miles of state owned roadways within the County. This funding shall be full compensation for all labor, equipment usage and materials needed to perform routine maintenance and repair of the roadways listed in Addendum A.
- (b) Compensate the County for any repair or qualified maintenance performed pursuant to Article I, Section (d) at a rate agreed to by both the Department and the County. Any compensation paid shall be in addition to the compensation provided for in Article II, Section (a).
- (c) Forward in a timely manner and keep accurate records of, any and all complaints from the public regarding conditions that would require the County to act to perform needed maintenance and repair.
- (d) Inspect roads within the borders of the County identified in Addendum A for maintenance and/or repair work and rate it in accordance with the standards set forth in the Maintenance Rating Program (MRP). Said Inspections will be performed at random and without notice as

determined by the Department. Upon a finding of substandard maintenance and/or repair, the

Department may make recommendations for specific work to be done.

- (e) 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:

July 2020 – September 2020

October 2020 – December 2020

January 2021 – March 2021

April 2021 – June 2021

- (f) Make final inspections of all work completed 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) Contract for maintenance and repair services or provide said services with its own forces in compliance with K.R.S. 175 and K.R.S., 176 et. Seq., and be totally responsible for maintenance and repair supervision including but not limited to maintaining proper traffic controls for the safety of the traveling public in accordance with the Manual on Uniform Traffic Control Devices during any and all maintenance and/or repair projects for all roads identified herein.

(c) Use the manuals for Maintenance, Traffic, Fields Operations Guide, Permits, Standard Drawings, and Standard Specifications as guidelines and/or standards for the maintenance and repair of roads identified in Addendum A. All work shall be done to meet a sufficiency rating of no less than 80 as determined to be accordance with the measurements outlined in Maintenance Rating Program (MRP). Any deficiencies (i.e. a sufficiency rating below 80) in maintenance within the County shall be promptly corrected. Any deficiencies in repair work (again, a sufficiency rating below 80) shall be corrected without further cost to the Department.

(d) Refer all permit requests to the Department for approval.

(e) 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) and the time the remedial work was performed if said complaint is one that requires maintenance and repair under the Agreement. If

remedial action was not deemed necessary, the record for the complaint will reflect why remedial action was not necessary.

(f) Keep accurate records of any and all maintenance and repair activities including records of the actions taken to monitor the conditions of said roadways, the time, place, the type of work performed, the person or persons performing said work, and the materials used.

(g) Coordinate with the Department's Covington Section Supervisor and/or the Department's Kenton County Maintenance Superintendent to arrange for delivery or pickup of KYTC furnished materials.

(h) Submit a monthly summary of completed maintenance activities and their associated costs to the Department's Covington Section Supervisor.

(i) 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:

July 2020 – September 2020

October 2020 – December 2020

January 2021 – March 2021

April 2021 – June 2021

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) It is understood that the Department reserves the right to limit and/or direct the amount and kind of maintenance and repair, depending on the actual need. All routine maintenance and repair will be included in this Agreement with the exception of Right-of-Way grass mowing, roadway striping and roadway signage.

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

(c) 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.

(d) This Agreement is effective July 1, 2020 and continuing through June 30, 2021.

(e) 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.

(f) 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.

(g) 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 _____, 2020.

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 ROUTINELY MAINTAINED AND REPAIRED BY KENTON COUNTY FISCAL COURT

KY 14 – (Bracht Piner Road & Rich Road) - From the junction with US 25 at Bracht to the intersection with KY 17 at Piner, a distance of 3.264 miles. From the intersection with KY 17 near Piner to the junction with KY 177 near Morning View, a distance of 5.115 miles. (MP 0.000 to MP 3.264 State Secondary Route) & (MP 3.264 to MP 8.379 Rural Secondary Route)

KY 177 – (DeCoursey Pike) - from the Pendleton County Line, via Morning View, Kenton, and White Villa to the intersection with KY 536 near Visalia, a distance of 9.174 miles. (MP 0.000 to MP 9.174)

KY 536 – (Mt. Zion Road, Bristow Road, Independence Road, Shaw Road, Harris Pike, & Visalia Road) - From the Boone County Line, via Ricedale and Independence to the junction with KY 16 near White Tower. Also, from another junction with KY 16 at White Tower, via Staffordsburg, to a junction with KY 177 at Visalia, a distance of 10.249 miles. (MP 0.000 to MP 6.092 State Secondary Route) & (MP 6.092 to MP 10.249 Rural Secondary Route)

KY 1303 – (Turkeyfoot Road & Bristow Road) - From the junction with KY 536 (Mt. Zion Road) to the junction with KY 842 (Short Richardson Road), a distance of 1.240 miles. (MP 0.000 to MP 1.240)

KY 2042 – (Moffett Road & Kenton Station Road) - From the junction with KY 17, 1.0 mile north of Atwood, to the junction with KY 177 at Kenton, a distance of 5.551 miles. (MP 0.000 to MP 5.551)

KY 2043 – (Green Road & Banklick Road) - From the junction with US 25, 0.8 mile north of Bracht, to a junction with KY 16, 1.8 miles east of the Boone County Line. Also, from another junction with KY 16, 1.0 miles east of the Boone County Line, via Banklick to the junction with KY 536 at Ricedale, a distance of 9.437 miles. (MP 0.000 to MP 5.804 Rural Secondary Route) & (MP 5.804 to MP 9.437 State Secondary Route)

KY 2046 – (Bagby Road, Parker Grove Road, Paxton Road & Morningview Fiskburg Road) - From the junction with US 25, 0.7 mile south of Bracht, to the junction with KY 17, 0.7 mile northwest of Fiskburg. Also, from another junction with KY 17, 0.6 mile southeast of Fiskburg, to the junction with KY 14, 0.6 mile southwest of Morning View, a distance of 8.392 miles. (MP 0.000 to MP 5.693) & (MP 5.693 to MP 8.392)

KY 3083 – (Parker Grove Road) - From the junction with KY 2046 north of the Grant County Line, to the junction with KY 14 southwest of Piner, a distance of 1.108 miles. (MP 0.000 to MP 1.108)

**“ADDENDUM B”
RESOLUTION 20-17**

WHEREAS, the Kentucky Transportation Cabinet has limited manpower and equipment for road and bridge maintenance; and

WHEREAS, there are 38.961 miles of Rural Secondary routes in Kenton County, KY; and WHEREAS, Kenton County can effectively perform the routine maintenance of the Rural Secondary routes and other similar routes; and

WHEREAS, the Cabinet has funds allocated for Rural Secondary maintenance; and

NOW THEREFORE, the Kenton County Fiscal Court resolves that the County will perform routine maintenance of all Rural Secondary routes in Kenton County, KY as well as this State Secondary route:

KY 14 Bracht-Piner	+3.264 miles (MP 0.000 to MP 3.264)
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As well the Kenton County Fiscal Court resolves that the County will perform snow and ice operations on these additional routes that are not classified as Rural Secondary but fit well into the County’s snow and ice plan.

KY 536 Mt. Zion thru Harris	+6.092 miles (MP 0.000 to MP 6.092)
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KY 1303 Bristow / Turkeyfoot	+1.240 miles (MP 0.000 to MP 1.240)
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KY 2043 Banklick Road	+3.633 miles (MP 5.804 to MP 9.437)
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Kenton County will maintain 38.961 miles of Rural Secondary routes, 3.264 miles of state secondary routes and will perform snow and ice operations on an additional 10.965 miles, the total miles of roadway to be maintained by Kenton County shall be 53.190 miles.

Routine maintenance will include such items as: debris removal; ditch cleaning and drainage maintenance; snow and ice removal; general roadway patching and repair; dead animal removal; drainage structure & culvert cleaning, culvert repair and replacement up to 36 inches; general bridge repair & maintenance and other items deemed as routine for general roadway upkeep and maintenance. It does not include roadway striping; Right-of-Way grass mowing; Roadway Signage or extraordinary maintenance including resurfacing or extensive in-place patching, reconstruction, or slide repair. The Cabinet will perform these maintenance items by separate means.

A vote was taken on this resolution; the result is as follows:

AYES

NAYS

Signed and adopted this _____ day of _____, 2020 by the Kenton County Fiscal Court.

KENTON COUNTY FISCAL COURT
KENTON COUNTY, KENTUCKY

ATTEST

BY: _____
Kris Knochelmann
Kenton County Judge Executive

BY: _____