

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2014-064**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to extend the Contract Extension Agreement, dated April 15, 2011 between Hardin County Fiscal Court and Hardin Billing Service LLC to provide billing services to the Hardin County Solid Waste Department for one additional year.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 13 May 2014.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk

EXTENSION OF CONTRACT AGREEMENT

This Extension of Contract Agreement made and entered into this _____ day of _____, 2014, by and between Hardin County, Commonwealth of Kentucky, H. B. Fife Courthouse, #100 Public Square, 3rd Floor, Elizabethtown, Kentucky 42701, by and through the Hardin County Fiscal Court, hereinafter referred to as "Hardin County", and Hardin Billing Service LLC, P.O. Box 2455, Elizabethtown, Kentucky 42702, hereinafter referred to as "HBS".

WHEREAS, Hardin County and HBS entered into a Billing Services Agreement dated January 1, 2006, with an effective date of January 1, 2006, wherein HBS agreed to provide billing services for Hardin County's Universal Solid Waste and Collection Ordinance (Ordinance No. 163, Series 2001) through June 30, 2010; and

WHEREAS, Hardin County and HBS extended said Billing Services Agreement originally dated January 1, 2006, for a period of one year beginning on July 1, 2010 through June 30, 2011.

WHEREAS, Hardin County and HBS extended said Billing Services Agreement originally dated January 1, 2006, for a period of three years beginning on July 1, 2011 through June 30, 2014.

WHEREAS, Hardin County and HBS desire to now further extend the agreement for an additional one year, beginning July 1, 2014 through June 30, 2015.

NOW, THEREFORE, in consideration of the Billing Services Agreement dated September 10, 2001, the mutual promises and conditions contained herein and for good and valuable other consideration, the receipt of which the parties hereby acknowledge, it is hereby agreed as follows:

A. The term of the Billing Services Agreement dated January 1, 2006, shall be extended for an additional period of 1 year beginning on July 1, 2014 through June 30, 2015.

B. For the billing services provided herein, HBS shall be paid a sum equal to 8.0% of the total actual collections or \$1.75 per monthly account actually collected, which ever is less. HBS shall be entitled to withhold the fee for its billing services from the bi-monthly remittance to Hardin County that it makes pursuant to paragraph 2 (D) of the original contract. Such fee shall only be earned for payments made directly in response to HBS billing activities as provided herein and shall not be due for other collections activities not performed by HBS.

C. Except as provided in paragraph (B) above, all other terms and conditions of the Billing Services Agreement dated January 1, 2006, and any amendments, modifications or supplemental letter agreements, if any, shall remain the same and in full force and effect for the extended term as herein provided.

This agreement executed in duplicate originals on the date hereinabove stated.

HARDIN COUNTY

By: 
HARRY L. BERRY
HARDIN COUNTY JUDGE/EXECUTIVE
Pursuant to a duly adopted
Resolution of the Hardin County Fiscal Court
on May 13th, 2014.

Attested

By: 
KENNETH L. TABB
HARDIN COUNTY COURT CLERK

HARDIN BILLING SERVICE LLC

By: _____
BOB JENKINS, MANAGER

BILLING SERVICES AGREEMENT

This Billing Services Agreement entered into this 2nd day of January, 2006, by and between Hardin County, Commonwealth of Kentucky, #100 Public Square, Elizabethtown, Kentucky 42701 (hereinafter referred to as "Hardin County") and Hardin Billing Service, LLC, 226 C West Dixie Avenue, Elizabethtown, Kentucky 42701 (hereinafter referred to as "HBS").

WHEREAS, Hardin County has enacted Ordinance No. 163, Series 2001 known as the Universal Solid Waste Collection and Disposal Ordinance to provide for the collection of residential solid waste in the unincorporated areas of Hardin County; and

WHEREAS, said Universal Solid Waste and Collection and Disposal Ordinance provides for the creation of a franchise and franchise agreement to contract with a vendor to provide such residential solid waste collection services in the unincorporated areas of Hardin County;

WHEREAS, Section VII (D)(2) of said Universal Solid Waste and Collection and Disposal Ordinance provides that Hardin County may contract with a vendor for the billing services in order to collect the approved fee for such residential solid waste collection services; and

WHEREAS, HBS agrees to provide billing services for such solid waste collection services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, Hardin County and HBS agree as follows:

1. TERM

The term of this agreement shall be for a period of fifty-five (55) months commencing on January 1, 2006 through June 30, 2010.

2. HBS RESPONSIBILITIES

HBS shall be responsible for providing the following billing services:

A. HBS will produce and transmit billing statements to all customers of the residential solid waste collection service provided by the franchise collector pursuant to said Universal Solid Waste and Collection and Disposal Ordinance. Such billing statements shall include information such as the customers name, mailing address, service address (if different than mailing address), specialized account number information, the current charge for residential solid waste collection service and charges for past due accounts that remain unpaid (i.e. 1% per month), Environmental Remediation Fee as provided in paragraph 2E herein, and any and all information reasonably necessary to accomplish the purposes as herein set forth. Such billing statement shall be mailed or otherwise forwarded to each residential solid waste disposal customer on a monthly basis during the term of this contract.

B. HBS shall produce and mail second notice statements to all residential solid waste collection customers on a monthly basis for each such customer that maintains a delinquent account. On accounts that remain delinquent after exhausting reasonable collection efforts, HBS shall produce and mail a delinquency notice on Hardin County Attorney letterhead, if authorized by the Hardin County Attorney, advising of collection activity authorized by Ordinance No. 163, Series 2001 and other applicable law. The

form of such letter shall be subject to the prior approval of the Hardin County Attorney. HBS shall be financially responsible for all printing, production, paper, envelopes and postage costs on letterhead and envelopes provided by the Hardin County Attorney for such delinquency notice.

C. The billing statements provided in subparagraph A and subparagraph B above shall be submitted in final draft form to Hardin County prior to implementation for review and approval by Hardin County as to such statements' form and content. HBS agrees to modify the form and contents of such statements at the request of Hardin County as is reasonably necessary during the term of this contract to accomplish the purposes herein set forth.

D. HBS will collect all payments for the billing statements as herein provided by all normal payment methods, specifically including, but not limited to, the ability of residential solid waste collection customers to pay in person during regular business hours. HBS shall remit all collected funds to Hardin County on or before the 15th and 30th of each month. HBS shall accept and properly account for advanced payments made by any residential solid waste collection customer.

E. Upon the request of Hardin County, the billing statements provided in subparagraph A and subparagraph B above shall include a Environmental Remediation Fee as provided by KRS Chapter 224 which shall be separately indicated on the billing statement. If requested, HBS shall collect the Environmental Remediation Fee and account for this fee separately from all other collection fees to Hardin County and shall be remitted to Hardin County at the same time that the other collected fees are remitted as

herein provided. HBS shall not receive any compensation as provided in paragraph 3 herein for collection of the Environmental Remediation Fee.

F. HBS shall be responsible for providing to Hardin County activity reports in writing and by electronic medium of its activities pursuant to this contract which are reasonably requested by Hardin County and which specifically include, but are not limited to, the following:

1. A list of all residential solid waste collection service charges sent by HBS to customers by billing cycle (1st of each month) and who paid each billing cycle (15th and 30th of each month).
2. A list of all second notice billings.
3. A list of all delinquent accounts (20th and 5th of each month).
4. A reconciliation of all billings, adjustments, write offs and remittances.

G. HBS shall be responsible for providing to Hardin County financial security or insurance in a form approved by the Hardin County Judge/Executive, which shall not be reasonably withheld, in the amount of \$50,000.00 to protect the financial interest of Hardin County from theft, misappropriation, errors or omissions by HBS in the performance of this Agreement.

3. COMPENSATION FOR BILLING SERVICES PROVIDED

A. For the billing services provided herein, HBS shall be paid a sum equal to 9.5% of the total actual collections or \$1.50 per monthly account actually collected, which ever is less. HBS shall be entitled to withhold the fee for its billing services from the bi-monthly remittance to Hardin County that it makes pursuant to paragraph 2 (D) herein. Such fee shall only be earned for payments made directly in response to HBS billing activities as

provided herein and shall not be due for other collections activities not performed by HBS.

4. HARDIN COUNTY RESPONSIBILITIES

Hardin County shall be responsible for the following activities pursuant to this contract:

A. To provide HBS, on a timely basis, accurate billing information as described in paragraph 2A for HBS to use in producing and mailing the billing statements. HBS shall assist and reasonably accommodate Hardin County in providing the initial billing information and to regularly update billing information so as to ensure the accuracy of all billing statements.

B. Hardin County shall be responsible to inform HBS in writing of the charges for the residential solid waste disposal collection services and any other charges for additional services, such as rental garbage containers. Hardin County shall hold harmless and indemnify HBS for billing errors caused by inaccurate billing statement information provided by Hardin County.

C. Hardin County shall be solely responsible for paying the residential solid waste franchise collector for any and all sums due to the collector for providing services pursuant to the Universal Solid Waste and Collection and Disposal Ordinance.

D. Hardin County shall be responsible for notifying HBS in writing for all reductions or adjustments for any particular account.

5. MISCELLANEOUS

A. HBS hereby acknowledges and agrees that it has no proprietary rights, title or interest in or to the billing statement information or data provided to it by Hardin County or any entity on behalf of Hardin County.

B. HBS shall not collect sales tax on the residential solid waste collection statements as they are currently exempt from Kentucky Sales Tax. In the event that such services become subject to Kentucky Sales Tax, HBS shall add such sales tax to the residential solid waste collection billing statements without HBS being entitled to any compensation as provided in paragraph 3 herein on the amount of such sales tax.

6. CONTROLLING LAW AND PLACE OF SUIT

This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any and all suits for any and every breach of this agreement shall be instituted and maintained in the State Court of competent jurisdiction in Hardin County, Kentucky.

7. ATTORNEYS' FEES AND EXPENSES

In the event either party shall be required to engage legal counsel for the enforcement of any of the terms of this agreement, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of the defaulting party, the defaulting party shall be responsible for and shall promptly pay to the non-defaulting party the reasonable value of said attorneys' fees, and any other expenses incurred by the non-defaulting party as a result of such default.

8. ASSIGNMENT

The parties agree that this agreement may not be assigned by either party without the prior written consent of the other party, which consent either party may withhold for

any reason. In the event this agreement is transferred or assigned, such assignee is hereby bound to the terms and conditions of this Agreement in all respects. Further, in the event of such assignment, unless specifically agreed to the contrary, same will not discharge or release the assignor from any duty or responsibility under this agreement.

9. **NOTICE**

Any notice required under this agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this agreement (as modified in writing from time to time by either party) given, by registered or certified mail, return receipt requested, by facsimile, by nationally recognized overnight courier service or by hand delivery. All notices shall be effective upon the date of receipt.

10. **SEVERABILITY**

Any provision or party of the agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

11. **ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding; this agreement may

not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

HARDIN BILLING
SERVICE, LLC

By: Bob Jenkins
Title: Owner

HARDIN COUNTY FISCAL COURT

By: [Signature]
HARRY L. BERRY
Hardin County Judge/Executive

COMMONWEALTH OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED AND SWORN TO BEFORE ME by Bob Jenkins,
HARDIN BILLING SERVICE, LLC, on this the 20 day of January, 2006.

[Signature]
NOTARY
My Commission Expires: 4-2-08

COMMONWEALTH OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED AND SWORN TO BEFORE ME by HARRY L. BERRY,
HARDIN COUNTY JUDGE/EXECUTIVE, on this the 2 day of Jan, 2006.

[Signature]
NOTARY
My Commission Expires: July 23, 2009