

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2016, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (hereinafter Government), on behalf of its Department of Planning, Preservation & Development and its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court), and the Honorable JOHN S. ROBERTS, Fayette County Judge/Executive (hereinafter County Judge). This Agreement shall be executed by JON LARSON, Former Fayette County Judge/Executive (Term of Public Office: 2011-2014) at the request of the County Judge JOHN S. ROBERTS.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the parties agree as follows:

1. All sums payable to Fayette County pursuant to KRS 179.415 County Road Aid Fund for the period of July 1, 2014 until December 31, 2014, including any sums due from prior years, shall be paid directly to the Government.
2. County Judge shall be entitled to all sums payable for Fayette County pursuant to the KRS 67.722 County Road Program Expense Fund for the period from July 1, 2014 until December 31, 2014.
3. Government by and through its Department of Planning, Preservation & Development and Department of Environmental Quality & Public Works, shall, subject to the receipt of funds provided for in paragraph 1 above, perform all duties and services with respect to the following County Road Aid Fund projects; except as otherwise specified in this AGREEMENT, as indicated in ATTACHMENT A of this Agreement.
4. The parties understand that the cost of the projects referred to in paragraph 3 above may exceed the expected funds available for the period covered by this AGREEMENT and it is understood by the parties that once the funds available for the period covered by this AGREEMENT are committed, no additional projects shall be undertaken and any project not completed will be given first consideration for completion during the next fiscal year.
5. The parties understand that the estimated funds for FY 2015, identified in paragraph 1, are listed in ATTACHMENT B of this Agreement and will be used to complete the projects listed in paragraph 3.
6. Government recognizes that the projects referred to in paragraph 3 are listed in order of intended priority, but it is agreed by the parties that such listing shall not require a specified order for beginning or completing projects, nor shall it preclude the use of County Road Aid Funds for any

regular, routine maintenance or emergencies on county roads, as specified by an amendment to this AGREEMENT approved by the parties hereto.

7. It is further agreed by and between the parties that any sums provided in paragraph 1 above which are not expended for the projects specified in paragraph 3 shall be used for resurfacing on county roads, repairs to the county roads and/or county road projects, as specified by Amendment to this AGREEMENT approved by the parties hereto.

8. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Relate to the Commissioner of Environmental Quality and Public Works, or his designee, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints received concerning these projects, with copies to the Mayor, Urban County Council Office, and members of the Court; and
- b. Process an amendment to this AGREEMENT, as provided for in paragraph 6 or 7 hereof, for approval by Government and Court for 2014-2015 regular routine maintenance or emergencies on county roads and resurfacing.

9. For the purpose of selecting projects to be done during the period from July 1, 2014 until December 31, 2014, County Judge shall:

- a. Forward to the Commissioner of Environmental Quality and Public Works, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints, requests, or comments received concerning the condition of county roads, so that these may be considered for funding from either 2014-2015 or 2015-2016 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2014-2015 KRS 179.415 funds. The County Judge shall notify the Urban County Council, the Office of Public Information so that the media can be notified and notify the Clerk of the Urban County Council so that notices can be published.
- c. Process a resolution and 2014-2015 Agreement through the Court for the purpose of designating which projects shall be funded the next year. The County Judge shall thereafter forward the same to the Department of Planning, Preservation & Development and the Department of Environmental Quality & Public Works and the Urban County Council.

10. County Judge shall promptly respond to any and all citizen complaints, calls, etc., he/she receives relating to the county roads. In his/her absence, inquiries regarding immediate attention shall be directly referred to the Office of either the Commissioner of the Department of Planning, Preservation & Development and/or the Department of Environmental Quality & Public Works.

11. The records of all parties to this AGREEMENT which pertain in any respect to the County Road Aid Fund or to the county roads generally shall be made available upon request, for inspection by either party.

12. County Judge shall be present at the Government's meetings when requested, for purposes of discussing the County Road Aid Fund or the county roads.

13. County Judge shall forward to the Mayor, all correspondence other than citizen's inquiries, pertaining to the KRS 179.415 County Road Aid Fund within a reasonable time of his/her receipt of the same. County Judge shall also forward to the Mayor immediately all other correspondence, notices, etc., pertaining to the Government which are unrelated to his/her official duties, such as letters concerning the KRS 177.365 Municipal Aid Program, KRS 42.450 Local Government Economics Assistance Fund, KRS 186.535 Operator's License Fee Revenues, notification of special grants; programs applying only to counties, etc. In order to reduce confusion for everyone, County Judge further agrees to affirmatively notify appropriate agencies, officials, and individuals that matters not related to his/her official duties such as those listed above, should be directed to Government's Mayor.

14. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.


15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

17. This instrument contains the entire AGREEMENT between the parties, and no statement, promises, or inducements made by any party or agent of either party that is not contained in this written AGREEMENT shall be valid and binding; and this AGREEMENT may not be enlarged, modified, or altered, except in writing signed by the parties endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 

JON LARSON - Former County Judge/Executive - Fayette Fiscal Court

BY: _____
JIM GRAY, MAYOR - Lexington Fayette Urban County Government



ATTEST:

ATTEST:

**ATTACHMENT A
COUNTY AGREEMENT FY 2015**

County Roads for Resurfacing FY- 2015

| STREET NAME | BEGINNING | END | LENGTH |
|----------------------|-------------------|------------------|---------------|
| Canebrake | Athons Boonseboro | end of segment 1 | 0.189 |
| Carterbrook | end of segment 1 | End | 0.205 |
| Dan Patch | Donelwal Dr. | Adios | 0.325 |
| Donewal | Greyhound Dr. | End | 0.045 |
| Florican | Donelwal Dr. | End | 0.099 |
| Frogtown | Parkers Mill | End | 0.71 |
| Gloucester | Gloucester Dr. | Edgehill | 0.062 |
| Gloucester | Sussex Dr. | Westmoreland | 0.16 |
| TOTAL (MILES) | | | 1.795 |

County Roads for Pavement Preservation FY- 2015

| STREET NAME | BEGINNING | END | LENGTH |
|----------------------|---------------------|---------------|---------------|
| Delong Road | Armstrong Mill Road | Old Richmond | 2.47 |
| McCalls Mill Road | Grimes Mill Road | Old Richmond | 0.74 |
| Mt. Horeb Pike | Iron Works | Joint by Lake | 2.65 |
| Houston-Antioch | Ware Road | County Line | 0.66 |
| TOTAL (MILES) | | | 6.52 |

ATTACHMENT B
COUNTY AGREEMENT FY 2015

Actual FY 2015 (July 1, 2014 to December 31, 2014) Funding to be accepted by the Lexington Fayette Urban County Government \$499,668.68.