

**AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
NICHOLASVILLE ROAD FEASIBILITY STUDY**

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, a local government, hereinafter referred to as the Local Public Agency or LPA,

WITNESSETH:

WHEREAS, 23 U.S.C. §104 authorizes Federal highway funds to be appropriated for the purpose of carrying out the requirements of 23 U.S.C. §134 and these funds shall be made available by the CABINET to the metropolitan planning organizations designated by the Commonwealth of Kentucky as being responsible for carrying out the provisions of 23 U.S.C. §134; and

WHEREAS, the LPA is the designated metropolitan planning organization staff agency responsible for carrying out the provisions of 23 U.S.C. §134 for the Lexington Urbanized Area; and

WHEREAS, the Transit Authority of Lexington-Fayette Urban County Government, hereinafter referred to as LEXTRAN, is the designated recipient of the Urbanized Area Formula Funding program (49 U.S.C. §5307), which makes Federal resources available for transit capital and operating assistance in urbanized areas and for transportation-related planning, for the Lexington Urbanized Area; and

WHEREAS, the LPA and LEXTRAN are requesting that the CABINET carry out a Nicholasville Road Feasibility Study, hereinafter referred to as the PROJECT, using Federal highway funds in the amount of \$400,000 (80% Federal share) and the CABINET will provide State funds in the amount of \$50,000 (10% State share) and LEXTRAN and the LPA will provide Local funds in the amount of \$50,000 (10% Local share) which shall be split equally between LEXTRAN and the LPA, for a total PROJECT amount of \$500,000 to carry out the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the LPA hereby agree as follows:

- 1.** The CABINET shall undertake and complete the PROJECT and the LPA shall reimburse the CABINET 5% of the PROJECT costs up to a maximum amount of \$25,000.
- 2.** This AGREEMENT is contingent upon the continued availability of appropriated funding. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction in funding, the PROJECT may be cancelled, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. PROJECT cancellation, extension, or amendment because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such cancellation, extension, or amendment give rise to a claim against the CABINET.
- 3.** The effective date of the AGREEMENT is the date of signature by the Secretary of the Transportation Cabinet
- 4.** To the extent permitted by law, the LPA shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property in connection with the PROJECT.
- 5.** In the event of failure of the LPA to adhere to this AGREEMENT, the CABINET reserves the right to cancel this AGREEMENT by giving thirty (30) day written notification to the LPA to take corrective action and, if not corrected, an additional thirty (30) day written notification of such cancellation of this AGREEMENT.
- 6.** It is understood and agreed by these parties that if any part of this AGREEMENT is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provision held to be invalid.
- 7.** The LPA shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the LPA. An acceptable resolution shall contain the project name, description, amount of funds being provided and an acknowledgment that the LPA agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. A copy of that resolution shall be attached to and made a part of this AGREEMENT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

MAYOR

**SECRETARY, TRANSPORTATION
CABINET**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

**OFFICE OF LEGAL SERVICES
TRANSPORTATION CABINET**

DATE: _____