

**AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
UNIVERSITY OF KENTUCKY
VIRGINIA / RED MILE / FORBES TRAIL CONNECTIVITY SAFETY STUDY**

This AGREEMENT, is between the Lexington-Fayette Urban County Government, hereinafter referred to as "LFUCG", and the University of Kentucky, hereinafter referred to as "UK",

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 have been made available to 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, LFUCG affirms it 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, hereinafter referred to as the "MPO"; and

WHEREAS, the MPO has adopted a Unified Planning Work Program that approves the use of federal funds from the Surface Transportation Block Grant Program, hereafter referred to as "SLX Funds", which are allocated for use by the MPO, to conduct a Trail Connectivity Safety Study for the Virginia / Red Mile / Forbes corridor, hereinafter referred to as the "Project", and

WHEREAS, LFUCG has received SLX Funds in the amount of \$120,000 (80% federal share) and is obligated to provide local funds in the amount of \$30,000 (20% local share) for a total amount of \$150,000 to carry out the PROJECT, and

WHEREAS, the MPO, LFUCG and UK have identified the Virginia / Red Mile / Forbes corridor as an important link within the regional bicycle network as identified in the Regional Bicycle and Pedestrian Master Plan and UK Bicycle Master Plan, and

WHEREAS, UK has agreed to provide \$15,000 in local funds and the LFUCG has agreed to provide \$15,000 in local funds to meet the 20% local share requirement to carry out the Project,

NOW THEREFORE, in consideration of the foregoing facts, and the mutual covenants and

agreements herein set forth, the sufficiency of which is hereby acknowledged, LFUCG and UK hereby agree as follows:

- 1.** LFUCG shall undertake and complete the PROJECT and shall request reimbursement of federal funds from the Kentucky Transportation Cabinet.
- 2.** LFUCG shall provide \$15,000 in local funds to carry out the PROJECT.
- 3.** UK shall provide \$15,000 in local funds to the LFUCG to carry out the PROJECT.
- 4.** Upon receipt by LFUCG of UK's share of local funds, UK shall be an equal party to the PROJECT and as such shall have input into the selection of a third party to conduct the PROJECT, input into the development of PROJECT recommendations and be a recipient of the PROJECT's final report.
- 5.** This AGREEMENT is contingent upon the continued availability of appropriated funding. If the funds to be used for this AGREEMENT become unavailable to LFUCG for any reason, including failure by either the US Congress or the Kentucky Transportation Cabinet to appropriate funds, operation of law, or a reduction in funding, the PROJECT may be cancelled, the timeline extended, or the scope amended by LFUCG 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 LFUCG nor may such cancellation, extension, or amendment give rise to a claim against LFUCG. In the event of such cancellation prior to the execution of a third-party contract, this Agreement shall be considered null and void and UK shall not be responsible for providing the \$15,000 in Local Funds and any portion of the \$15,000.00 in Local Funds that UK provided prior to such cancellation shall be returned by the LFUCG.
- 6.** The effective date of the AGREEMENT is the date of signature by the Mayor of LFUCG.
- 7.** To the extent permitted by Kentucky law, UK shall indemnify and hold harmless LFUCG 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.
- 8.** In the event of failure of the UK to adhere to this AGREEMENT, LFUCG reserves the right to cancel this AGREEMENT by giving thirty (30) days' written notice to UK to take corrective action and, if not corrected, an additional thirty (30) days' written notice of cancellation of this AGREEMENT.
- 9.** 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 either any provision of the United States Code or 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.

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**



MAYOR

DATE: 2/13/2023

UNIVERSITY OF KENTUCKY



**DR. ERIC MONDAY
EXECUTIVE VICE PRESIDENT
FINANCE AND ADMINISTRATION**

DATE: 033023

**EXAMINED FOR FORM & LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY**

BY: 

ATTORNEY AT LAW