

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
ISAAC MURPHY MEMORIAL GARDEN  
TRAIL INFRASTRUCTURE IMPROVEMENTS  
SUPPLEMENTAL NO. 1

AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
AND  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
SUPPLEMENTAL AGREEMENT NO.1

**WHEREAS**, Lexington-Fayette Urban County Government (**LFUCG**) and the Department of Highways (**Department**) entered into an agreement on February 24, 2010 (PO2-1000004542) wherein the **Department** was to make available to the **LFUCG** up to \$177,350.00 in reimburseable state funds to construct infrastructure improvements for the Isaac Murphy Memorial Garden near Midland Avenue and Third Street in Lexington in Fayette County (**Project**);

**WHEREAS**, the **LFUCG** desires to use \$117,902.25 of the \$177,350.00 in reimburseable state funding, in lieu of local funding, as the twenty percent matching funding for the federal Legacy Trail Enhancements Project, federal project number TCSP 10KY(001). (See the Project Agreement for details regarding the federal and state reimbursement funding for the Legacy Trail Enhancements project);

**WHEREAS**, the **Department** agrees that the \$117,902.25 in reimburseable state funding be used, in lieu of local funding, as the twenty percent matching funding for the Legacy Trail Enhancements project, TCSP 10KY(001);

**WHEREAS**, the **LFUCG** desires to use the remaining \$59,447.75 in reimburseable state funding for the **Project**;

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**WHEREAS**, the **Department** agrees this is a worthwhile **Project** and is willing to reimburse the **LFUCG** up to \$59,447.75 in reimburseable state funding for the satisfactory completion of this **Project**; and

**WHEREAS**, any cost in excess of the reimbursement funding (\$59,447.75) for this **Project** will be the responsibility of the **LFUCG**.

**NOW, THEREFORE**, the **LFUCG** and **Department**, acting on behalf of the Kentucky Transportation Cabinet, do hereby mutually agree to this Supplemental Agreement No. 1 as follows:

1. The **Department** agrees to allow the **LFUCG** to use \$117,902.25 in reimburseable state funding, in lieu of local funding, as the twenty percent matching funding for the Legacy Trail Enhancements project, TCSP 10KY(001);
2. The **Department** agrees to reimburse the **LFUCG** up to \$59,447.75 for completion of work by the **LFUCG**, or consultants, contractors, or subcontractors hired by the **LFUCG**, under the obligations of this Agreement for the following **Project**:

To construct infrastructure improvements for the Isaac Murphy Memorial Garden near Midland Avenue and Third Street in Lexington in Fayette County. The **Project** will include pavement demolition, utility relocation, new concrete curb, gutter, and sidewalks, and new brick paving. This park is planned to be a trailhead for the Legacy Trail and provide enhancements during the 2010 FEI-Alltech World Equestrian Games. The **LFUCG** shall be the lead agency solely responsible for all necessary phases of this **Project**, including the planning, design, right-of-way, utility relocation, construction and maintenance phases.

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3. The **Department** has authorized up to \$59,447.75 in reimbursable state contingency funding (FD39) for all eligible expenses for this **Project**. All charges to the **Project** shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charge. The **Department** may require additional documentation at their discretion. The **LFUCG** shall be responsible for all eligible costs above the \$59,447.75 as well as any costs deemed ineligible for reimbursement from this **Project**. Any additional funding obligated for the completion of this **Project** shall be evidenced in writing by both parties with a Supplemental Agreement.
  
4. All other terms and conditions of the original February 24, 2010 (PO2-1000004542) agreement shall remain the same and are legally binding.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

\_\_\_\_\_  
Jim Gray  
Mayor

\_\_\_\_\_  
Michael W. Hancock  
Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

  
\_\_\_\_\_  
Todd Shipp  
Office of Legal Services

DATE: 2/29/12