

AGREEMENT

THIS AGREEMENT, made and entered into on the ____ day of _____ 2025, 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 “LFUCG”) and the LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (hereinafter the “Parking Authority”), with offices located at 162 East Main St., Suite 212, Lexington, Kentucky 40507.

WHEREAS, the Parking Authority was created pursuant to Article XIII, Chapter 2 of the Lexington-Fayette Urban County Government Code of Ordinances (the “Code”); and

WHEREAS the Code provides that the Parking Authority manages, operates and controls all parking meters in the urban county and is authorized to fix, set and proscribe reasonable rates, charges and expenses for parking at all meters, parking facilities or parking structures which it maintains, operates, owns or manages; and

WHEREAS, the Parking Authority and LFUCG had a previous agreement detailing the terms by which LFUCG paid Parking Authority in monthly parking fees which was terminated; and

WHEREAS, the Parking Authority and LFUCG have renegotiated the terms of said agreement wherein LFUCG has agreed to pay Parking Authority for a certain percentage of the market rate per assigned employee parking space instead of a set monthly fee; and

WHEREAS, the parties wish to memorialize this understanding through entering into this formal Agreement.

WITNESSETH:

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

1. This Agreement shall be for an initial term of two years commencing on an effective date of July 1, 2025. This agreement shall automatically continue to renew for additional periods of one year unless either party provides advance written notice to the other party of at least ninety (90) days indicating that it shall not renew the Agreement. In the event of a breach of the terms of this Agreement, either party shall have the right to terminate this Agreement, but only upon providing the other party with written notice of those items constituting the breach and further providing the breaching party with at least sixty (60) days to cure the violations.

2. LFUCG shall pay the Parking Authority for parking at the three parking garages that LFUCG employees utilize at the following rates:

a. Helix (Annex) Garage: 90% of the market rate per month per non-sworn employee, at \$63.00 per month per non-sworn employee (32 employees as of May 2, 2025).

b. Helix (Annex) Garage: 80% of the market rate per month per sworn (police) employees, at \$56 per month per sworn employee (186 sworn police employees as of May 2, 2025).

c. Transit Center Garage: 90% of the market rate per month per non-sworn employee, at \$63 per month per non-sworn employee (400 employees as of May 2, 2025).

d. District Courthouse Parking Facility: 100% of the market rate per month (no discount) per non-sworn employee, at \$75 per month per non-sworn employee (33 employees as of May 2, 2025).

3. That to the extent that there is any conflict with any other agreement (including but not limited to the Transfer Agreement between the parties dated April 26, 2012) the terms of this Agreement shall prevail.

4. All notices or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

Lexington-Fayette Urban County Government

200 East Main Street
Lexington, Kentucky 40507
Attention: Commissioner of General Services

Lexington and Fayette County Parking Authority

Laura Boison, Executive Director
162 East Main St., Suite 212
Lexington, KY 40515

The parties may by notice designate any further or different addresses to which subsequent notices or other communications shall be sent.

6. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

LEXINGTON AND FAYETTE COUNTY
PARKING AUTHORITY

BY: _____
JAMES H. FRAZIER III, CHAIRPERSON


WITNESS OR NOTARY