

AGREEMENT

THIS AGREEMENT, made and entered into on the 10th day of March 2023, 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, due to increased costs and lost revenue the Parking Authority increased parking meter fees and hours in December 2022; and

WHEREAS, the increased hours, especially on Saturdays, were not well received by the general public and businesses in the impacted areas; and

WHEREAS, LFUCG is cognizant that many businesses are still recovering from the impacts of the COVID-19 pandemic and that significant changes to the parking meter hours may detrimentally impact them; and

WHEREAS, LFUCG has an existing agreement with the Parking Authority under which it only pays 50% of the market rate for its employees that utilize parking at the following three garages which are owned and operated by the Parking Authority: Helix (Annex) Garage, Transit Center Garage, and the District Courthouse Parking Facility; and

WHEREAS, LFUCG is willing to increase the rate it pays for its employees in order to assist the Parking Authority and avoid significant increases to the hours in which metered parking is enforced; and

WHEREAS, the parties wish to memorial 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, 2023. This agreement shall automatically continue to renew for additional periods of two years 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 its employees utilize at the following rates currently provided to other governmental entities:

a. Helix (Annex) Garage: \$55 a month per employee (207 employees as of February 1, 2023).

b. Transit Center Garage: \$60 a month per employee (368 employees as of February 1, 2023).

c. District Courthouse Parking Facility: \$75 a month (no discount) per employee (51 employees as of February 1, 2023).

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

Gary Means, 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*
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stock
CLERK OF URBAN COUNTY COUNCIL

Deputy

Amel Lweis
WITNESS OR NOTARY

LEXINGTON AND FAYETTE COUNTY
PARKING AUTHORITY

BY: *James H. Frazier III*
JAMES H. FRAZIER III, CHAIRPERSON