

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2016, 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 Government), on behalf of its Department of Planning, Preservation & Development and its Department of Environmental Quality & Public Works and the FAYETTE FISCAL COURT, a Fiscal Court of the Commonwealth of Kentucky (hereinafter Court), and the Honorable JOHN S. ROBERTS, Fayette County Judge/Executive (hereinafter County Judge).

WITNESSETH

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

1. All sums payable to Fayette County pursuant to KRS 179.415 County Road Aid Fund for the period of July 1, 2016 until June 30, 2017, including any sums due from prior years, shall be paid directly to the Government.
2. County Judge shall be entitled to all sums payable for Fayette County pursuant to the KRS 67.722 County Road Program Expense Fund for the period from July 1, 2016 until June 30, 2017.
3. Government by and through its Department of Planning, Preservation & Development and Department of Environmental Quality & Public Works, shall, subject to the receipt of funds provided for in paragraph 1 above, perform all duties and services with respect to the following County Road Aid Fund projects; except as otherwise specified in this AGREEMENT, as indicated in ATTACHMENT A of this Agreement.
4. The parties understand that the cost of the projects referred to in paragraph 3 above may exceed the expected funds available for the period covered by this AGREEMENT and it is understood by the parties that once the funds available for the period covered by this AGREEMENT are committed, no additional projects shall be undertaken and any project not completed will be given first consideration for completion during the next fiscal year.
5. The parties understand that the estimated funds for FY 2017, identified in paragraph 1, are listed in ATTACHMENT B of this Agreement and will be used to complete the projects listed in paragraph 3.
6. Government recognizes that the projects referred to in paragraph 3 are listed in order of intended priority, but it is agreed by the parties that such listing shall not require a specified order for beginning or completing projects, nor shall it preclude the use of County Road Aid Funds for any regular, routine maintenance or emergencies on county roads, as specified by an amendment to this AGREEMENT approved by the parties hereto.

7. It is further agreed by and between the parties that any sums provided in paragraph 1 above which are not expended for the projects specified in paragraph 3 shall be used for resurfacing on county roads, repairs to the county roads and/or county road projects, as specified by Amendment to this AGREEMENT approved by the parties hereto.

8. For the projects specified in paragraph 3 of this AGREEMENT, County Judge shall:

- a. Relate to the Commissioner of Environmental Quality and Public Works, or his designee, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints received concerning these projects, with copies to the Mayor, Urban County Council Office, and members of the Court; and
- b. Process an amendment to this AGREEMENT, as provided for in paragraph 6 or 7 hereof, for approval by Government and Court for 2016-2017 regular routine maintenance or emergencies on county roads and resurfacing.

9. For the purpose of selecting projects to be done during the period from July 1, 2016 until June 30, 2017, County Judge shall:

- a. Forward to the Commissioner of Environmental Quality and Public Works, within a reasonable time, not to exceed ten (10) days from receipt, any and all complaints, requests, or comments received concerning the condition of county roads, so that these may be considered for funding from either 2016-2017 or 2017-2018 funds.
- b. Schedule a public hearing for the Court for the purpose of receiving comments from the public as to the use of 2016-2017 KRS 179.415 funds. The County Judge shall notify the Urban County Council, the Office of Public Information so that the media can be notified and notify the Clerk of the Urban County Council so that notices can be published.
- c. Process a resolution and 2016-2017 Agreement through the Court for the purpose of designating which projects shall be funded the next year. The County Judge shall thereafter forward the same to the Department of Planning, Preservation & Development and the Department of Environmental Quality & Public Works and the Urban County Council.

10. County Judge shall promptly respond to any and all citizen complaints, calls, etc., he/she receives relating to the county roads. In his/her absence, inquiries regarding immediate attention shall be directly referred to the Office of either the Commissioner of the Department of Planning, Preservation & Development and/or the Department of Environmental Quality & Public Works.

11. The records of all parties to this AGREEMENT which pertain in any respect to the County Road Aid Fund or to the county roads generally shall be made available upon request, for inspection by either party.

12. County Judge shall be present at the Government's meetings when requested, for purposes of discussing the County Road Aid Fund or the county roads.

13. County Judge shall forward to the Mayor, all correspondence other than citizen's inquiries, pertaining to the KRS 179.415 County Road Aid Fund within a reasonable time of his/her receipt of the same. County Judge shall also forward to the Mayor immediately all other correspondence, notices, etc., pertaining to the Government which are unrelated to his/her official duties, such as letters concerning the KRS 177.365 Municipal Aid Program, KRS 42.450 Local Government Economics Assistance Fund, KRS 186.535 Operator's License Fee Revenues, notification of special grants; programs applying only to counties, etc. In order to reduce confusion for everyone, County Judge further agrees to affirmatively notify appropriate agencies, officials, and individuals that matters not related to his/her official duties such as those listed above, should be directed to Government's Mayor.

14. This AGREEMENT shall continue in effect until completion of the projects specified in paragraph 3.

15. Government shall provide County Judge and members of the Court general liability insurance coverage in the amount of at least \$5,000,000.00 to insure them against omissions or acts of negligence that may be committed in their official capabilities.

16. County Judge shall execute a bond for faithful performance of his/her duties as provided in KRS 67.720. Government shall pay the premium on such bond as provided in KRS 62.150.

17. This instrument contains the entire AGREEMENT between the parties, and no statement, promises, or inducements made by any party or agent of either party that is not contained in this written AGREEMENT shall be valid and binding; and this AGREEMENT may not be enlarged, modified, or altered, except in writing signed by the parties endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT


ATTEST:

BY: 

JOHN S. ROBERTS - County Judge Executive - Fayette Fiscal Court

ATTEST:

BY: _____
JIM GRAY, MAYOR - Lexington Fayette Urban County Government

**ATTACHMENT A
COUNTY AGREEMENT FY 2017**

County Roads for Resurfacing FY- 2017

STREET NAME	BEGINNING	END	LENGTH
James Ln.	Military	County Line	1.00
Rolling Hills	N. Cleveland	End	0.39
East Point	Winchester	End	0.43
Elk Lick Falls	Old Richmond	Old Richmond	2.12
Riviera Dr.	Combs Ferry	End	0.44
Haley Downs	Combs Ferry	End	0.83
Princetown Ln.	Todds	End	0.17
Baughman Ln.	Todds	End	0.11
Ferguson	Russell Cav	County Line	2.44
TOTAL (MILES)			7.93

Projects (FY2017)

PROJECT DESCRIPTION	EST.COST
Grimes Mill Road Bridge Repainging	\$300,000
Kenny Lane Bridge (Holding Bond)	\$75,000
Evaluation of Culvert/Bridges in County	\$100,000
Guardrail	\$25,000
Culvert Repair	\$600,000
Emergency Fund	\$50,000
Dry Branch Road (move Approximately 2,800 LF)	\$360,000
Elkchester Lane (370 Feet and replace 1 culvert)	\$12,000
TOTAL ESTIMATED COST	\$1,522,000

ATTACHMENT B
COUNTY AGREEMENT FY 2017

Estimated FY 2017 (July 1, 2016 to June 30, 2017) Funding to be accepted by the Lexington Fayette Urban County Government \$737,757.00.