

INTERGOVERNMENTAL AGREEMENT – TIGER GRANT VII

TOWN BRANCH COMMONS CORRIDOR PROJECT

THIS AGREEMENT (“Agreement”) is made between the **Lexington-Fayette Urban County Government** (LFUCG), located at 200 East Main Street, Lexington, Kentucky 40507 and the **Transit Authority of Lexington-Fayette Urban County Government** (Lextran) (each a “Party”, and, collectively, the “Parties”).

WHEREAS, the Parties have joined in applying for a TIGER (i.e. Transportation Investing Generating Economic Recovery) Discretionary Grant (“the Grant”) from the United States Department of Transportation (“USDOT”) to implement the Town Branch Corridor Project (“the Project”); and

WHEREAS, the projects funded by the TIGER Grant Program must be capital projects that generate economic development and improve access to reliable, safe and affordable transportation, while emphasizing improved connection to employment, education, services and other opportunities, and community revitalization; and

WHEREAS, the Parties submitted a grant request in the amount of \$24,150,620 through the TIGER VII program administered by USDOT, of which \$1,940,000 will be dedicated to Lextran Transit Center improvements if awarded; and

WHEREAS, the Grant provides for cost sharing between USDOT and the Parties, and requires an estimated local match of \$10,970,000, with the total match amount to consist of \$10,000,000 from LFUCG and \$970,000 from Lextran; and

WHEREAS, LFUCG as Lead Agency for the Parties and USDOT will enter into an Agreement for all Projects funded through the Grant; and

WHEREAS, this Agreement is in the best interest of the Parties;

NOW, THEREFORE, in consideration of the recitals and of the mutual covenants and agreements of the Parties as hereinafter set forth, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall take effect on the date executed by the last Party to execute the Agreement and shall bind and obligate the Parties until terminated or superseded as provided herein, or five (5) years from the date on which the Agreement takes effect, whichever shall come first. Notwithstanding the effective date of this Agreement, neither party shall be entitled to reimbursement from USDOT or the other party for costs incurred before the release of TIGER grant funds and approval to proceed from USDOT.
2. **MATCHING FUNDS.** The Parties have estimated that the Project will cost \$24,150,620.00 in 2015 dollars, of which USDOT will fund a maximum of 55%, or \$13,180,620. The remaining cost of the project shall be funded by LFUCG in an amount of \$10,000,000.00 and by Lextran in an amount of \$970,000.00. Lextran shall be solely

responsible for the entire amount of the “Local Share” costs for the Lextran Transit Center Improvements as identified in Exhibit A, which is a sub-component of the Karst Commons Improvements, as identified in Exhibit B, and LFUCG shall not contribute toward such costs. The Parties understand that actual costs may vary and agree that Lextran shall fully fund the transit center improvements and pedestrian improvements to take place on its property. The Parties shall budget or appropriate amounts sufficient to complete the Project prior to the expiration of the grant term in 2022.

3. LEAD AGENCY. LFUCG shall be the Lead Agency for the Project. As Lead Agency, LFUCG shall be responsible for the executing the Grant Agreement with USDOT.
4. DISPUTES. Should a dispute arise with USDOT regarding LFUCG’s obligations under the Grant or Agreements, Lextran shall be entitled to participate in all meetings with USDOT concerning the dispute and receive copies of any correspondence and other documents exchanged between LFUCG and USDOT. The settlement of such a dispute between USDOT and LFUCG shall be final and binding on Lextran.
5. AMENDMENTS. All amendments to this Agreement shall be in writing and must be executed by both Parties within the term of this Agreement.
6. COMMUNICATIONS. All notices, requests, consents, and other communication required or permitted under this Agreement shall be in writing and shall be addressed to the receiving party’s address as set forth below or to such other address as a party may designate by written notice. All notices, requests, consents, and other communication shall be (i) delivered by hand, or (ii) sent by certified mail, return receipt requested. All notices, requests, consents, and other communication shall be deemed delivered when (i) actually received, but in all events (ii) on the third day following deposit in a United States Postal Service Post Office or receptacle with proper postage affixed, return receipt requested. The address for notices, requests, consents, and other communications shall be as follows:

Lexington-Fayette Urban County Government
Attn: Dowell Hoskins-Squier, Director
Division of Traffic Engineering
101 East Vine Street
Lexington, Kentucky 40507

Transit Authority of Lexington-Fayette Urban County Government
Attn: Carrie Butler, General Manager
109 West Loudon Avenue
Lexington, Kentucky 40509

7. SUCCESSORS AND ASSIGNS. The Parties shall not assign or otherwise transfer their rights and obligations under this Agreement except with prior written consent of the other party. Any attempted assignment or transfer of this Agreement without the prior written consent of all the Parties shall be void *ab initio*.
8. BREACH, CURE, AND REMEDIES. In the event any Party (for purposes of this section only, the “Non-Defaulting Party”) believes that another Party (for purposes of this section only, the “Defaulting Party”) has defaulted on any obligation required of it pursuant to this Agreement, the Non-Defaulting Party shall notify the Defaulting Party in

writing of the alleged default. Such notice shall describe the nature of the alleged breach and state the section or sections which the Non-Defaulting Party believes has or have been breached. The Defaulting Party shall have fourteen (14) days to (i) fully cure the default; (ii) respond to the notice of default with a writing that the Defaulting Party is not in default which shall include specific reasons for such assertion; or (iii) respond in writing that the Defaulting Party is unable to reasonably cure the default within the thirty (30) day period, which response shall include a detailed timeline for curing the default. Absent a default cure satisfactory to the Non-Defaulting Party, the Non-Defaulting Party shall have available to it any and all remedies available in law or equity.

9. **LEGAL CONSTRUCTION.** In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement unless such court holding negates the overall intent and purpose of this Agreement. All headings appearing in this Agreement shall be given no effect in construing, interpreting or enforcing this Agreement.
10. **RESPONSIBILITIES OF THE PARTIES.** The Parties agree that neither is an agent, servant, or employee of the other. Each Party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Notwithstanding the foregoing, the Parties acknowledge that the Lead Agency is acting as the agent of the Parties for the purposes stated in this Agreement
11. **SOLE AGREEMENT.** This Agreement constitutes the sole and only Agreement between the Parties regarding the roles and responsibilities of Lextran and its financial obligation to the TIGER VII Grant Application, and supersedes any prior understandings or agreements, written or oral, regarding this Agreement's subject matter.
12. **OWNERSHIP OF DOCUMENTS.** Each Party shall have access to and the right to copy any and all non-privileged documents which have been or which are prepared for the Project regardless of who created, prepared, creates or prepares such documents. The original of any documents shall remain the property of LFUCG. LFUCG shall make such documents available to the requesting Party within a reasonable time, at cost, following the requesting Party's request for access to, review of, and/or copies of any such documents.
13. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue and jurisdiction of any suit or cause of action arising in connection with this Agreement shall lie and be maintained exclusively in Fayette County, Kentucky.
14. **COMPLIANCE WITH LAW.** The Parties shall comply with the National Environment Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid project; with the regulations of the United State Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200); and with Executive Order 11246 titled, "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60). Furthermore, the Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations,

and the orders and decrees of any court or administrative agency or lawfully constituted tribunal in any manner affecting their performance of this Agreement.

15. **COST PRINCIPLES.** In order to be reimbursed with federal funds, the Parties shall comply with Title II of the Code of Federal Regulations, Part 200. The Parties are aware such requirements exist and will take all reasonable steps necessary to help LFUCG comply with these Cost Principles if the Project is awarded funds.
16. **LOBBYING CERTIFICATION.** In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with federal contracts, grants, loans, or cooperative agreement, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. This certification shall be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
17. **FORCE MAJEURE.** "Force majeure" shall mean any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents the parties from carrying out their duties under this contract in whole or in material part or which renders the performance of such duties so difficult or costly as to be commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of state or governmental action, orders, legislation, regulations, restrictions, priorities, or rationing, riots, disturbance, war (declared or undeclared), strikes, lockouts, slow-downs, prolonged shortage of energy supplies, interruption of transportation, embargo, inability to procure or shortage of motion picture products, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. Upon giving three (3) days written notice to the other party, a party affected by an event of force majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of force majeure. Such notice shall include a

description of the nature of the event of force majeure, and its cause and possible consequences. The party claiming force majeure shall promptly notify the other party of the termination of such event. The party invoking force majeure shall provide to the other party confirmation of the existence of the circumstances constituting force majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute force majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of force majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable. Should the period of force majeure continue for more than three (3) consecutive months, either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

18. GRANT AGREEMENT. The Parties recognize that if the Project is awarded TIGER grant funding, another Intergovernmental Agreement will be executed between the Parties that will supersede this Agreement in its entirety.
19. TERMINATION. This Agreement may be terminated by mutual agreement and consent of LFUCG's Chief Administrative Officer and Lextran's General Manager, but only before either party executes any contract with USDOT related to the Project.
20. SIGNATORY WARRANTY. The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the Lexington-Fayette Urban County Government this 4th day of June, 2015.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____


Jim Gray, Mayor

The foregoing terms and conditions are accepted by the Transit Authority of Lexington-Fayette Urban County Government this 4th day of JUNE, 2015.

TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

ITS: GENERAL MANAGER

EXHIBIT A

Lextran Transit Center Improvements

| Exterior Improvements | | Estimated Cost | Federal Share (50%) | Local Share (50%) |
|-------------------------------------------------------------------------|-------------------|-----------------------|---------------------|---------------------|
| Interior Lighting | | \$100,000.00 | \$50,000.00 | \$50,000.00 |
| Decorative Lighting | | \$250,000.00 | \$125,000.00 | \$125,000.00 |
| Painting | | \$100,000.00 | \$50,000.00 | \$50,000.00 |
| Technology / Real Time | | \$25,000.00 | \$12,500.00 | \$12,500.00 |
| Deep Cleaning | | \$50,000.00 | \$25,000.00 | \$25,000.00 |
| | Total Cost | \$525,000.00 | \$262,500.00 | \$262,500.00 |
| Interior Improvements | | Estimated Cost | Federal Share (0%) | Local Share (100%) |
| Restroom Upgrades | | \$50,000.00 | \$0.00 | \$50,000.00 |
| Benches / Seating | | \$20,000.00 | \$0.00 | \$20,000.00 |
| Signage / Wayfinding | | \$7,500.00 | \$0.00 | \$7,500.00 |
| | Total Cost | \$77,500.00 | \$0.00 | \$77,500.00 |
| Operational Improvements | | Estimated Cost | Federal Share (50%) | Local Share (50%) |
| Security Cameras | | \$10,000.00 | \$5,000.00 | \$5,000.00 |
| Recurbing Bus Bays | | \$500,000.00 | \$250,000.00 | \$250,000.00 |
| | Total Cost | \$510,000.00 | \$255,000.00 | \$255,000.00 |
| Project Costs | | \$1,112,500.00 | \$517,500.00 | \$595,000.00 |
| Option: | | | | |
| Electric Bus Charging Station* | | \$750,000.00 | \$375,000.00 | \$375,000.00 |
| * For possible expansion of Lextran's electric bus fleet expands ~ 2017 | | | | |

INTERGOVERNMENTAL AGREEMENT – TIGER GRANT VII
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WHEREAS, the projects funded by the TIGER Grant Program must be capital projects that generate economic development and improve access to reliable, safe and affordable transportation, while emphasizing improved connection to employment, education, services and other opportunities, and community revitalization; and

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WHEREAS, the Grant provides for cost sharing between USDOT and the Parties, and requires an estimated local match of \$10,970,000, with the total match amount to consist of \$10,000,000 from LFUCG and \$970,000 from Lextran; and

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responsible for the entire amount of the "Local Share" costs for the Lextran Transit Center Improvements as identified in Exhibit A, which is a sub-component of the Karst Commons Improvements, as identified in Exhibit B, and LFUCG shall not contribute toward such costs. The Parties understand that actual costs may vary and agree that Lextran shall fully fund the transit center improvements and pedestrian improvements to take place on its property. The Parties shall budget or appropriate amounts sufficient to complete the Project prior to the expiration of the grant term in 2022.

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4. DISPUTES. Should a dispute arise with USDOT regarding LFUCG's obligations under the Grant or Agreements, Lextran shall be entitled to participate in all meetings with USDOT concerning the dispute and receive copies of any correspondence and other documents exchanged between LFUCG and USDOT. The settlement of such a dispute between USDOT and LFUCG shall be final and binding on Lextran.
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6. COMMUNICATIONS. All notices, requests, consents, and other communication required or permitted under this Agreement shall be in writing and shall be addressed to the receiving party's address as set forth below or to such other address as a party may designate by written notice. All notices, requests, consents, and other communication shall be (i) delivered by hand, or (ii) sent by certified mail, return receipt requested. All notices, requests, consents, and other communication shall be deemed delivered when (i) actually received, but in all events (ii) on the third day following deposit in a United States Postal Service Post Office or receptacle with proper postage affixed, return receipt requested. The address for notices, requests, consents, and other communications shall be as follows:

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Lexington, Kentucky 40509

7. SUCCESSORS AND ASSIGNS. The Parties shall not assign or otherwise transfer their rights and obligations under this Agreement except with prior written consent of the other party. Any attempted assignment or transfer of this Agreement without the prior written consent of all the Parties shall be void *ab initio*.
8. BREACH, CURE, AND REMEDIES. In the event any Party (for purposes of this section only, the "Non-Defaulting Party") believes that another Party (for purposes of this section only, the "Defaulting Party") has defaulted on any obligation required of it pursuant to this Agreement, the Non-Defaulting Party shall notify the Defaulting Party in

writing of the alleged default. Such notice shall describe the nature of the alleged breach and state the section or sections which the Non-Defaulting Party believes has or have been breached. The Defaulting Party shall have fourteen (14) days to (i) fully cure the default; (ii) respond to the notice of default with a writing that the Defaulting Party is not in default which shall include specific reasons for such assertion; or (iii) respond in writing that the Defaulting Party is unable to reasonably cure the default within the thirty (30) day period, which response shall include a detailed timeline for curing the default. Absent a default cure satisfactory to the Non-Defaulting Party, the Non-Defaulting Party shall have available to it any and all remedies available in law or equity.

9. LEGAL CONSTRUCTION. In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement unless such court holding negates the overall intent and purpose of this Agreement. All headings appearing in this Agreement shall be given no effect in construing, interpreting or enforcing this Agreement.
10. RESPONSIBILITIES OF THE PARTIES. The Parties agree that neither is an agent, servant, or employee of the other. Each Party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Notwithstanding the foregoing, the Parties acknowledge that the Lead Agency is acting as the agent of the Parties for the purposes stated in this Agreement
11. SOLE AGREEMENT. This Agreement constitutes the sole and only Agreement between the Parties regarding the roles and responsibilities of Lextran and its financial obligation to the TIGER VII Grant Application, and supersedes any prior understandings or agreements, written or oral, regarding this Agreement's subject matter.
12. OWNERSHIP OF DOCUMENTS. Each Party shall have access to and the right to copy any and all non-privileged documents which have been or which are prepared for the Project regardless of who created, prepared, creates or prepares such documents. The original of any documents shall remain the property of LFUCG. LFUCG shall make such documents available to the requesting Party within a reasonable time, at cost, following the requesting Party's request for access to, review of, and/or copies of any such documents.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue and jurisdiction of any suit or cause of action arising in connection with this Agreement shall lie and be maintained exclusively in Fayette County, Kentucky.
14. COMPLIANCE WITH LAW. The Parties shall comply with the National Environment Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid project; with the regulations of the United State Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200); and with Executive Order 11246 titled, "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60). Furthermore, the Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations,

and the orders and decrees of any court or administrative agency or lawfully constituted tribunal in any manner affecting their performance of this Agreement.

15. **COST PRINCIPLES.** In order to be reimbursed with federal funds, the Parties shall comply with Title II of the Code of Federal Regulations, Part 200. The Parties are aware such requirements exist and will take all reasonable steps necessary to help LFUCG comply with these Cost Principles if the Project is awarded funds.

16. **LOBBYING CERTIFICATION.** In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence and officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connections with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with federal contracts, grants, loans, or cooperative agreement, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. This certification shall be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. **FORCE MAJEURE.** "Force majeure" shall mean any event or condition, not existing as of the date of execution of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents the parties from carrying out their duties under this contract in whole or in material part or which renders the performance of such duties so difficult or costly as to be commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of state or governmental action, orders, legislation, regulations, restrictions, priorities, or rationing, riots, disturbance, war (declared or undeclared), strikes, lockouts, slow-downs, prolonged shortage of energy supplies, interruption of transportation, embargo, inability to procure or shortage of motion picture products, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. Upon giving three (3) days written notice to the other party, a party affected by an event of force majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of force majeure. Such notice shall include a

description of the nature of the event of force majeure, and its cause and possible consequences. The party claiming force majeure shall promptly notify the other party of the termination of such event. The party invoking force majeure shall provide to the other party confirmation of the existence of the circumstances constituting force majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute force majeure. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of force majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable. Should the period of force majeure continue for more than three (3) consecutive months, either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

18. GRANT AGREEMENT. The Parties recognize that if the Project is awarded TIGER grant funding, another Intergovernmental Agreement will be executed between the Parties that will supersede this Agreement in its entirety.
19. TERMINATION. This Agreement may be terminated by mutual agreement and consent of LFUCG's Chief Administrative Officer and Lextran's General Manager, but only before either party executes any contract with USDOT related to the Project.
20. SIGNATORY WARRANTY. The signatories to this Agreement warrant and represent that each has the authority to enter into this Agreement on behalf of the Party represented.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the Lexington-Fayette Urban County Government this 4th day of June, 2015.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____


Jim Gray, Mayor

The foregoing terms and conditions are accepted by the Transit Authority of Lexington-Fayette Urban County Government this 4th day of JUNE, 2015.

TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

ITS: GENERAL MANAGER

EXHIBIT A

Lextran Transit Center Improvements

| Exterior Improvements | | Estimated Cost | Federal Share (50%) | Local Share (50%) |
|-------------------------------------------------------------------------|-------------------|-----------------------|----------------------------|---------------------------|
| Interior Lighting | | \$100,000.00 | \$50,000.00 | \$50,000.00 |
| Decorative Lighting | | \$250,000.00 | \$125,000.00 | \$125,000.00 |
| Painting | | \$100,000.00 | \$50,000.00 | \$50,000.00 |
| Technology / Real Time | | \$25,000.00 | \$12,500.00 | \$12,500.00 |
| Deep Cleaning | | \$50,000.00 | \$25,000.00 | \$25,000.00 |
| | Total Cost | \$525,000.00 | \$262,500.00 | \$262,500.00 |
| Interior Improvements | | Estimated Cost | Federal Share (0%) | Local Share (100%) |
| Restroom Upgrades | | \$50,000.00 | \$0.00 | \$50,000.00 |
| Benches / Seating | | \$20,000.00 | \$0.00 | \$20,000.00 |
| Signage / Wayfinding | | \$7,500.00 | \$0.00 | \$7,500.00 |
| | Total Cost | \$77,500.00 | \$0.00 | \$77,500.00 |
| Operational Improvements | | Estimated Cost | Federal Share (50%) | Local Share (50%) |
| Security Cameras | | \$10,000.00 | \$5,000.00 | \$5,000.00 |
| Recurbing Bus Bays | | \$500,000.00 | \$250,000.00 | \$250,000.00 |
| | Total Cost | \$510,000.00 | \$255,000.00 | \$255,000.00 |
| Project Costs | | \$1,112,500.00 | \$517,500.00 | \$595,000.00 |
| Option: | | | | |
| Electric Bus Charging Station* | | \$750,000.00 | \$375,000.00 | \$375,000.00 |
| * For possible expansion of Lextran's electric bus fleet expands ~ 2017 | | | | |

EXHIBIT B

Town Branch Commons Corridor Project Preliminary Cost Estimate

| | CONSTRUCTION | ENGINEERING DESIGN | PROJECT TOTAL | COMMITTED FUNDING | REQUESTED TIGER FUNDS |
|---------------------------------------|------------------|--------------------|------------------|-------------------|-----------------------|
| TOWN BRANCH PARK CONNECTION | | | | | |
| INFRASTRUCTURE | \$ 627,988.89 | | | | |
| STORMWATER BMP | - | | | | |
| STRIPPING & SIGNAGE | \$ 5,820.00 | | | | |
| DRAINAGE | - | | | | |
| SIGNALS | - | | | | |
| STREETSCAPE / FURNISHINGS | - | \$ 79,083.50 | \$ 669,918.55 | | |
| UTILITY RELOCATION | - | | | | |
| GENERAL | \$ 53,873.78 | | | | |
| CONSTRUCTION SUBTOTAL | \$ 687,682.64 | | | | |
| CONTINGENCY (15%) | \$ 103,152.40 | | | | |
| CONSTRUCTION TOTAL | \$ 790,835.04 | | | | |
| RUFFP ARENA IMPROVEMENTS | | | | | |
| INFRASTRUCTURE | \$ 231,275.00 | | | | |
| STORMWATER BMP | \$ 90,000.00 | | | | |
| STRIPPING & SIGNAGE | \$ 2,376.50 | | | | |
| DRAINAGE | - | | | | |
| SIGNALS | - | | | | |
| STREETSCAPE / FURNISHINGS | - | \$ 46,407.52 | \$ 510,482.68 | | |
| UTILITY RELOCATION | \$ 50,000.00 | | | | |
| GENERAL | \$ 29,892.12 | | | | |
| CONSTRUCTION SUBTOTAL | \$ 403,543.62 | | | | |
| CONTINGENCY (15%) | \$ 60,531.54 | | | | |
| CONSTRUCTION TOTAL | \$ 464,075.16 | | | | |
| DOWNTOWN GREENWAY IMPROVEMENTS | | | | | |
| INFRASTRUCTURE | \$ 588,960.00 | | | | |
| STORMWATER BMP | \$ 1,525,860.00 | | | | |
| STRIPPING & SIGNAGE | \$ 60,177.60 | | | | |
| DRAINAGE | \$ 100,569.76 | | | | |
| SIGNALS | \$ 480,000.00 | | | | |
| STREETSCAPE / FURNISHINGS | \$ 1,137,780.00 | \$ 473,008.89 | \$ 5,728,663.22 | | |
| UTILITY RELOCATION | \$ 250,000.00 | | | | |
| GENERAL | \$ 426,766.84 | | | | |
| CONSTRUCTION SUBTOTAL | \$ 4,570,134.20 | | | | |
| CONTINGENCY (15%) | \$ 685,520.13 | | | | |
| CONSTRUCTION TOTAL | \$ 5,255,654.33 | | | | |
| KARST COMMONS IMPROVEMENTS | | | | | |
| * INFRASTRUCTURE | \$ 2,251,913.19 | | | | |
| STORMWATER BMP | - | | | | |
| STRIPPING & SIGNAGE | \$ 10,694.25 | | | | |
| DRAINAGE | - | | | | |
| SIGNALS | \$ 320,000.00 | | | | |
| STREETSCAPE / FURNISHINGS | - | \$ 293,495.26 | \$ 3,554,553.68 | | |
| UTILITY RELOCATION | - | | | | |
| GENERAL | \$ 253,095.53 | | | | |
| CONSTRUCTION SUBTOTAL | \$ 2,835,702.97 | | | | |
| CONTINGENCY (15%) | \$ 425,355.45 | | | | |
| CONSTRUCTION TOTAL | \$ 3,261,058.42 | | | | |
| ENHANCED STREETSCAPE 2 | | | | | |
| INFRASTRUCTURE | \$ 1,673,130.67 | | | | |
| STORMWATER BMP | \$ 3,166,620.00 | | | | |
| STRIPPING & SIGNAGE | \$ 201,950.00 | | | | |
| DRAINAGE | \$ 336,899.20 | | | | |
| SIGNALS | \$ 480,000.00 | | | | |
| STREETSCAPE / FURNISHINGS | \$ 3,792,600.00 | \$ 1,108,004.83 | \$ 13,912,498.63 | | |
| UTILITY RELOCATION | \$ 450,000.00 | | | | |
| GENERAL | \$ 1,033,142.57 | | | | |
| CONSTRUCTION SUBTOTAL | \$ 11,134,342.43 | | | | |
| CONTINGENCY (15%) | \$ 1,670,151.36 | | | | |
| CONSTRUCTION TOTAL | \$ 12,804,493.80 | | | | |
| | \$ 22,576,116.75 | \$ 2,000,000.00 | \$ 24,576,116.75 | | |

* The transit center improvements are included in the \$2,251,913.19 identified for infrastructure in the "Karst Commons Improvements". The identified transit center improvements total \$1,862,500, and include the electric bus charging station element. A breakdown of the estimate is included on the following page.