

**AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
KENTON COUNTY FISCAL COURT**

THIS AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet (hereinafter referred to as the Cabinet), and the Kenton County Fiscal Court (hereinafter referred to as the County),

WITNESSETH:

WHEREAS, the County has entered into an agreement with Arlington Properties to install rectangular rapid flashing beacons (RRFB) at the proposed crosswalk at the intersection of US 25 and Grays Peak under encroachment permit #06-2020-00641; and

WHEREAS, the County has requested and received approval from the Cabinet to install an RRFB system on the I-75 ramp at Simon Kenton Way and the Kenton County Administration Building as part of encroachment permit #06-2017-00969, and

WHEREAS, the County has agreed to take ownership and maintenance responsibilities of the RRFB systems noted above;

NOW THEREFORE, for and in consideration of the foregoing premises and the agreements hereinafter set forth, the parties mutually agree as follows:

1. The County shall take ownership and maintenance responsibilities for both RRFB systems on US 25 at Grays Peak and along Simon Kenton Way at the Kenton County Administration Building.
2. The County shall be responsible for the maintenance and utility costs associated with the RRFB systems installed as part of this Agreement throughout the life of the installation. Maintenance includes but is not limited to preventative maintenance, repair of damaged or faulty components, structural repairs, and any other work necessary to maintain the system as fully functional and in compliance with the Manual on Uniform Traffic Control Devices, Kentucky Standard Specifications, and Traffic Operations Guidance Manual.
3. The County shall have qualified and skilled personnel, or hire a contractor prequalified by the Cabinet to perform such work, available at all times to respond to emergency calls and reports of malfunctioning or damaged equipment and perform needed repairs.
4. The Cabinet shall allow the County, its employees, agents, and contractors to perform such maintenance at such times as are reasonably appropriate and necessary for the purpose of maintaining the RRFB systems.

5. To the extent permitted by law, the County shall indemnify and hold harmless the Cabinet and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from the RRFB systems installed and maintained through this Agreement.
6. The Cabinet reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Cabinet by giving thirty (30) days written notice of such cancellation to the County. If deemed necessary by the Cabinet upon cancellation of this Agreement, the County shall remove all components of the RRFB systems, crosswalk markings, and sidewalk ramps and its expense. The Cabinet has the sole discretion to determine which of the aforementioned items, if any, shall be removed by the County.
7. Maintenance responsibilities outlined in this resolution shall be effective as of the date of execution of this Agreement.

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

KENTON COUNTY
FISCAL COURT

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

Kris Knochelmann, Judge Executive
Kenton County Fiscal Court

Robert A. Yeager
Executive Director, District Six

Date: _____

Date: _____

APPROVED FOR FORM
AND LEGALITY

APPROVED FOR FORM
AND LEGALITY

Office of Legal Services

Office of Legal Services

Kenton County Fiscal Court

Transportation Cabinet

Date: _____

Date: _____