

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

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**,” and Kenton County, 1840 Simon Kenton Way, Suite 5200, Covington, KY 41011, hereinafter referred to as the “**LPA**.”

WITNESSETH:

WHEREAS, the **Department** and the **LPA** hereto desire to reconstruct KY 236 (Stevenson Road) in the City of Erlanger in Kenton County, listed in the Highway Plan as Item no. 6-80002, which shall hereinafter be referred to as the “**Project**;”

WHEREAS, the **LPA** agrees this is a worthwhile **Project** and agrees to pay the **Department** the amount of \$250,000 for the Design Phase for sanitary sewer and waterline relocation of the **Project**;

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. The **Department** will be responsible for all phases of the **Project**. The **Department** will invoice the **LPA** for \$250,000 on July 1, 2022. The **LPA** will be responsible up to the total amount and not less than the total amount of \$250,000.

2. The **Department** will retain responsibility for the KY 236 roadway in the completed **Project**.
3. This Agreement shall survive in perpetuity the cancellation or termination of any portion of the **Project**, and shall survive the completion of and acceptance of the **Project**.
4. No member, officer, or employee of the **Department** or **LPA** during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof as identified in KRS 45A.340. The **Department** and the **LPA** shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. The **LPA** warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. No member, officer, or employee of the **Department** or **LPA** shall collude or lobby on behalf of this **Project** without penalty, including but not limited to suspension or debarment.
5. The **Department** reserves the right to cancel this Agreement at any time deemed to be in the best interest of the **Department** by giving thirty (30) days written notice of such cancellation to the **LPA**. Any dispute concerning a question of fact in connection with the work not disposed of by Agreement between the **LPA** and the **Department** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any proposed change or extension to this Agreement shall be at the mutual consent of the **LPA** and the **Department** and be evidenced in writing.
6. It is understood and agreed by these parties that if any part of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

7. The **LPA** will pass a resolution authorizing the Judge Executive to sign this Agreement on behalf of the **LPA**. An acceptable Resolution shall contain the project name, description, amount of funds being provided and an acknowledgement that the **LPA** agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Agreement. Furthermore, by accepting the funds the **LPA** agrees to all terms and conditions stated in the Agreement. A copy of that resolution shall be attached to and made a part of this Agreement.

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

KENTON COUNTY

**COMMONWEALTH KENTUCKY
TRANSPORTATION CABINET**

**Kris A. Knochelmann
Judge Executive**

**Jim Gray
Secretary**

DATE: _____

DATE: _____

APPROVED AS TO FORM & LEGALITY

**Todd Shipp
Office of Legal Services**

DATE: _____