

RESOLUTION NO. 2005-030

County of Hardin

Unincorporated Urban Place of Hardin County

Resolution adopting and approving the execution of a Municipal Aid Coop Program Contract between the Fiscal Court of said county acting for the Unincorporated Urban Place and the Commonwealth of Kentucky, Transportation Cabinet, Department of Intergovernmental Programs for the fiscal year beginning July 1, 2005, as provided in the Kentucky Revised Statutes and accepting all of the roads referred to therein as being urban roads which are a part of the Unincorporated Urban Place.

Be it resolved by the Fiscal Court acting for the Unincorporated Urban Place that:

The Fiscal Court acting for the Unincorporated Urban Place does hereby accept all roads referred to in said Contract as being urban roads which are a part of the Unincorporated Urban Place; and

The Fiscal Court acting for the Unincorporated Urban Place does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated.

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract, as set forth, on behalf of the Fiscal Court of Hardin County acting for the Unincorporated Urban Place of Hardin County (uninc) and the County Clerk of Hardin County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result being as follows:

AYES

NAYS

<u>EASTER</u>	<u>HAY</u>
<u>GOODMAN</u>	<u>WISEMAN</u>
<u>CRAOY</u>	<u>KING</u>
<u>JUDGE BERRY</u>	
<u>BRANDENBURG</u>	
<u>JAGGERS</u>	

COMMONWEALTH OF KENTUCKY) SS:

HARDIN COUNTY)

I, Kenneth L. Tabb, County Clerk of Hardin County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 12 day of APRIL 2005.

SIGNED Kenneth L. Tabb

COUNTY CLERK OF HARDIN COUNTY

CONTRACT

THIS CONTRACT is made between the Commonwealth of Kentucky, Transportation Cabinet, Department of Intergovernmental Programs and the Fiscal Court of Hardin County acting for the Unincorporated Urban Place of Hardin County, Kentucky.

The initial apportionment to the Unincorporated Urban Place is 60% of its total allocation based on revenue estimates supplied by the Office of State Budget Director, less three (3) percent set aside for an emergency fund. For the Fiscal Year beginning July 1, 2005, this amount is thirty-three thousand one hundred seventy-three AND NO-ONE HUNDREDTHS DOLLARS--- (33,173). This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said Unincorporated Urban Place will be expended by the Kentucky Department of Intergovernmental Programs to aid the Unincorporated Urban Place in the maintenance, reconstruction, or construction of urban roads in said Unincorporated Urban Place.

The Fiscal Court acting for the Unincorporated Urban Place hereby agrees and directs that their pro rata share of the Municipal Aid Fund, due monthly from the Finance Cabinet, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 2005-2006.

Unless specifically excluded within this Contract, all urban roads are a part of this Contract. This includes all structures lying within the limits of the project.

SPECIAL PROVISIONS

The Department of Intergovernmental Programs will reimburse the Fiscal Court of Hardin County acting for the Unincorporated Urban Place of Hardin County (uninc) for materials, labor and equipment necessary for the Fiscal Court to accomplish maintenance, repairs and improvements on urban roads. This assistance is extended insofar as funds are available from the Unincorporated Urban Place's share of the Municipal Aid Program allocation reflected by this Contract. The Fiscal Court will be responsible for all costs in excess of the Municipal Aid funds.

The Department of Intergovernmental Programs may assist the Fiscal Court acting for the Unincorporated Urban Place in fulfilling its road maintenance, repairs and improvement needs by the following methods:

- (a) Reimburse the Fiscal Court for materials and work performed by Contract.
- (b) Reimburse the Fiscal Court for materials obtained by contract.
- (c) Reimburse the Fiscal Court for rental of road maintenance and construction equipment. Rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's Official rental rates.
- (d) Reimburse the Fiscal Court for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

GENERAL PROVISIONS

The County Judge/Executive and Fiscal Court of Unincorporated Urban Places stipulate and hereby certify that all Municipal Aid funds will be expended within the right-of-way limits of urban roads and their appurtenances. This Contract does not relieve Governing Body of its responsibility for urban roads and bridges.

The Fiscal Court will acquire any rights-of-way contemplated under this Contract. The Fiscal Court also assumes responsibility for any claims for damages arising from such acquisitions.

The Fiscal Court will hold harmless and save the Commonwealth of Kentucky Transportation Cabinet and its officials and employees free from all claims or liability for damages of any nature whatsoever due to or arising from the performance of this Contract.

The Fiscal Court will reimburse the Department of Intergovernmental Programs for any loss it may sustain arising out of performance of this Contract by the Department. Such loss as sustained by the Department of Intergovernmental Programs may be charged to this Unincorporated Urban Place's apportionment in this or future fiscal years.

Should any balance of the Unincorporated Urban Place's apportionment remain after performance of this Contract, such balance will remain to the credit of the Unincorporated Urban Place for performance of future Contracts by the Department of Intergovernmental Programs.

It is agreed that any materials purchased by the Department of Intergovernmental Programs and delivered to the Fiscal Court shall be used by the appropriate governmental agency only on roads and bridges lying within the Unincorporated Urban Place.

The general administration of the program herein designated shall be under the jurisdiction of the Department of Intergovernmental Programs.

Should conditions arise which, in the judgment of the Commissioner of Intergovernmental Programs, render it burdensome to the general welfare of the Commonwealth to continue any work commenced under terms of this Contract, the Department may suspend or curtail such work.

It is further agreed between the parties hereto that all obligations incurred under this Contract are subject to any law or regulations now existing or hereafter enacted or promulgated. The Fiscal Court acknowledges its total responsibility for urban roads.

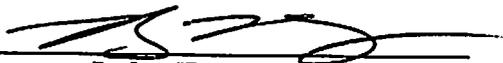
The County Judge/Executive of the said county, and the Commissioner of Intergovernmental Programs, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Contract.

The Department reserves the right to cancel this Contract 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 Legislative Body. If the Contract is canceled under this provision, the Department shall reimburse the Legislative Body according to the terms hereof to the date of such cancellation.

The county will pass the attached resolution. A copy of that resolution shall be attached to and made a part of this Contract.

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

Hardin County Fiscal Court

BY: 
County Judge/Executive
Harry L. Berry

Hardin County

DEPARTMENT OF INTERGOVERNMENTAL PROGRAMS

BY: _____
Commissioner

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Office of Legal Services

DATE: _____

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

BY: _____
Secretary

DATE: _____