



COMMONWEALTH OF KENTUCKY

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Matthew G. Bevin
Governor

April 12, 2016

Mr. Justin Robinson
Louisville Metro Government
KYTC Contracts - Office of Management and Budget
611 W. Jefferson St., 1st Floor
Louisville KY 40202

Dear Mr. Robinson:

Subject: FY 2017 Dedicated STP Agreement – Bike/Pedestrian/Motorist Education and Safety Campaign

Enclosed please find the agreement for the subject project. We request that you review this document, sign it, and return the original signed document to this office as quickly as possible. Upon receipt, we will secure proper signatures within the Cabinet, and a copy of the fully executed agreement will be returned for your files. This agreement provides funding for the Bike/Pedestrian/Motorist Education and Safety Campaign. The funding source for this contract is federal planning funds (80%) and local funds (20%). The Kentucky Transportation Cabinet is a pass-through entity for these funds.

When returning the agreement, please also include the Kentucky State Clearinghouse number assigned to the project in the transmittal letter. Information about the clearinghouse process can be found at the website <https://kydlgweb.ky.gov/FederalGrants/eClearinghouse.cfm>.

If you have any questions or wish to discuss this project further, please contact Beth Jones of this Division at (502) 782-5098.

Sincerely,

A handwritten signature in black ink, appearing to read "John Moore".

John Moore, P.E.
Director
Division of Planning

JM/BAJ/BSK

Enclosure



**AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
BIKE/PEDESTRIAN/MOTORIST EDUCATION AND SAFETY CAMPAIGN
JEFFERSON COUNTY; \$150,000**

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky Transportation Cabinet, hereinafter referred to as the CABINET, and Louisville/Jefferson County Metro Government, hereinafter referred to as the RECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §133 established a surface transportation program authorizing Federal funds to be appropriated for projects specified in 23 U.S.C. §133; and

WHEREAS, an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

WHEREAS, the RECIPIENT has submitted a Scope of Work and Budget Summary for the FY 2017 Bike/Pedestrian/Motorist Education and Safety Campaign, hereinafter referred to as the PROJECT, for approval and is requesting Federal Surface Transportation Program Metropolitan Louisville (SLO) funds in the amount of \$120,000 (80% Federal share) and will provide Local funds in the amount of \$30,000 (20% Local share) for a total contract amount of \$150,000 for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, the PROJECT is part of the approved Transportation Improvement Program for the Louisville Urbanized Area; and

WHEREAS, all Federal-aid projects must comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the CABINET is willing to provide these Federal funds to the RECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT; and

WHEREAS, the RECIPIENT has agreed to provide Non-Federal funds to match the Federal-aid funds for the PROJECT, as more particularly set forth hereinafter,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope The RECIPIENT shall undertake and complete the work as described in the Scope of Work and Budget Summary (Attachment B) for the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration

(FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is July 1, 2016. Work is not to begin until a Notice to Proceed is issued by the CABINET. The RECIPIENT shall carry on and complete the PROJECT by June 30, 2017. Any extension of this agreement beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the RECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being provided as authorized under 23 U.S.C. §133, specifically through the Catalog of Federal Domestic Assistance Program Number 20.205 – Highway Planning and Construction. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken from the apportionment of Federal-aid Surface Transportation Program Metropolitan Louisville (SLO) funds approved by the CABINET. These funds shall be matched as follows: 80% Federal - 20% Local. The total Federal share of the PROJECT cost shall not exceed \$120,000 unless approved in writing by the CABINET. The 20% matching local share shall be the responsibility of the RECIPIENT, for a total contract amount of \$150,000. The RECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal funds, to assure completion of the PROJECT. The Federal share of costs is payable quarterly by the CABINET upon presentation and approval of an invoice and two (2) copies of adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT Budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The CABINET may withhold payment of an invoice until the RECIPIENT submits accompanying backup information, such as

narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoices. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the RECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the RECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the Federal-Aid Policy Guide and 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the RECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP development, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain phases of the PROJECT which must be carried out without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 49 CFR Part 18. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance: This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The RECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall

follow the guidelines identified in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies*. Solicitation for and execution of a subcontract between the RECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT.

Section 7. Reporting and Records The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA. The RECIPIENT shall submit a completion report for the PROJECT by September 20, 2017. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The RECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations.

The RECIPIENT shall retain all records for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation pursuant to 2 C.F.R. §200.333.

Section 8. Audit and Inspection The RECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the RECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the RECIPIENT or other entity and to audit the books and accounts of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of their fiscal year end or within 30 days after the audit is completed, whichever occurs first.

The RECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books,

documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the RECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause The RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the RECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The RECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and all applicable Federal and State requirements, including Executive Orders. The RECIPIENT shall not discriminate on the basis of race, color, national origin, disability, gender, gender identity, religion, age, sexual orientation, income, or limited-English proficiency.

The RECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable Federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The RECIPIENT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event an RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 11. Interest of Members of or Delegates to Congress No funding has been or

will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive any benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the RECIPIENT during his tenure or for one year thereafter shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The RECIPIENT 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. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The RECIPIENT agrees to comply with the DBE requirements contained within 49 C.F.R. Part 26.

DBE Assurance: The RECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The RECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the RECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement: The RECIPIENT must abide by 49 C.F.R. §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the RECIPIENT has been paid by

the CABINET for work performed or services delivered. No recipient or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the RECIPIENT and the CABINET 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.

Section 18. Campaign Finance If applicable, the undersigned representative of the RECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the RECIPIENT shall reveal to the Cabinet the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT agrees to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the RECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this Agreement comes within the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET by giving thirty (30) days written notice of such termination to the RECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the RECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the RECIPIENT according to the terms of this AGREEMENT for all expenses incurred

under this AGREEMENT to the date of the termination of reimbursement. The RECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) days written notice to the CABINET. If the CABINET agrees to allow the RECIPIENT to terminate its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 22. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the RECIPIENT and the CABINET and be evidenced in writing.

Section 23. Resolution If applicable, The RECIPIENT shall pass a resolution authorizing the undersigned representative of the RECIPIENT to sign this AGREEMENT on behalf of the RECIPIENT. A sample resolution is provided in Attachment C for the RECIPIENT's reference in creating an acceptable resolution. A copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

MAYOR

SECRETARY OF TRANSPORTATION

DATE

DATE

**APPROVED AS TO FORM & LEGALITY
TRANSPORTATION CABINET**

OFFICE OF LEGAL SERVICES

DATE

Last updated: April 16, 2015

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Federal Funding Accountability and Transparency Act	
* AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED *	
1. SUB-AWARDEE	
Name: Address:	
2. DUNS NUMBER	Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access: http://fedgov.dnb.com/webform
3. CCR REGISTRATION (CAGE code)	Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access: https://www.bpn.gov/ccr/default.aspx
4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES	All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet <u>BOTH</u> of the following criteria: A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)
NO- Does not meet both criteria A & B	If no, please skip to box 5
YES- Meets both criteria A & B	If yes, please fill out 1-5 with Executive name and compensation.
4.1	Executive Name Compensation
4.2	Executive Name Compensation
4.3	Executive Name Compensation
4.4	Executive Name Compensation
4.5	Executive Name Compensation
5. PREPARED BY:	
Name:	DATE:
Title:	
Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf	

ATTACHMENT B –SCOPE OF WORK AND BUDGET SUMMARY

FY 2017 Bike/Pedestrian/Motorist Comprehensive Education and Safety Campaign

The Louisville Bicycle & Pedestrian Program is broken down into Four E's: encouragement, education, enforcement and evaluation; and Two P's: policies and programs.

Purpose

The purpose of this project is to implement and maintain vital bicycle & pedestrian programs and projects which fall under the scope of the Four E's and Two P's described above. While capital improvement projects are essential in developing a safe and popular bicycle & pedestrian network, non-infrastructure elements are equally (if not more) important. For instance, they are the elements which reach out to educate the vast population of non-bicyclists: the motoring public. When new bicycle and pedestrian facilities are built, the public at large must be educated about how to drive alongside them in order to ensure the safety of all road users as well as the efficient operation of the network. This is but one example of countless ways in which these non-infrastructure programs are vital to our efforts to create a bicycle-friendly and walkable Louisville.

Scope

Encouragement Program:

Expand programs that promote walking and bicycling for transportation and physical and mental health.

- Each Memorial Day and Labor Day the Mayor of Louisville Metro hosts the Mayor's Healthy Hometown Hike, Bike and Paddle event
- Walk to School/Work Day and Bike to Work month

Education Program:

Continue and amplify our efforts to educate the public – motorists, pedestrians, and bicyclists – about safe driving, walking, and riding behavior and about the laws relating to each.

- Bike/Pedestrian/Motorist Comprehensive Safety Campaign
- Launch bicycle, walking and driving safety trainings for Metro staff and partners
- Increase opportunities for driver education about bicycles and pedestrians
- Increase opportunities for youth pedestrian and bicyclist education

Enforcement Policy:

The first and last lines of defense for the safety of highway users – and among the most challenging – are enforcement measures.

- Continue to fund and implement bicyclist emphasis patrols (e.g., targeted campaigns).

Evaluation Policy:

Evaluation goes beyond the traditional thought of only evaluating engineering facilities, but instead better understanding if the above programs have increased safety among our road users.

- Pedestrian and Bicycle program evaluation
- Evaluate bicycle and pedestrian usage and crash data as part inventory and assessment

Evaluation of existing and future facilities

Proposed Budget

\$120,000 and \$30,000 in Local Match

KENTUCKY FUNDING

Federal KY STP (80%) - \$120,000
Local (Louisville Metro) match (20%) - \$30,000
Total - \$150,000

ATTACHMENT C – RESOLUTION

Fiscal Court of County

Resolution adopting and approving the execution of a Memorandum of Agreement between the County Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways for in the amount of \$Federal Funds for the Project Title, and

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept the funds provided in said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The Judge/Executive of the County is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of County, and the Fiscal Court Clerk of County is hereby authorized and directed to certify thereto.

COMMONWEALTH OF KENTUCKY, COUNTY

I, _____, Fiscal Court Clerk of County certify that the foregoing is a true copy of the Order above, given under my hand and seal of office this the _____ day of _____, 20__.

PRINTED NAME _____

SIGNED NAME _____

FISCAL COURT CLERK OF COUNTY