

**KENTON COUNTY FISCAL COURT
AGREEMENT OF PARKING SPACES LEASE**

This agreement made and entered into this 1st day of July, 2021 by and between the **Kenton County Fiscal Court** hereinafter called “Kenton County” located at **1840 Simon Kenton Way, Covington, KY 41011** and Protective Life Insurance Company, an insurance company with a current mailing address of 2801 Highway 280 South, Birmingham, AL 35223 hereinafter called “Protective”.

Whereas, the management of Protective has determined that a need exists for parking spaces for its employees for the next twelve (12) months working at 50 E. River Center Blvd, Covington, KY 41011; and

Whereas, Kenton County owns a parking facility at 220 Madison Avenue in Covington Kentucky, hereinafter “Parking Garage”;

Now, therefore, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do agree as follows:

**SECTION I
“SCOPE”**

Kenton County shall provide up to three hundred (300) parking spaces in the Parking Garage each month beginning in 2021 on the first day of the month following the date on which Protective notifies Kenton County in writing of its intent to lease the parking spaces as set forth below:

1. Protective shall be entitled to lease up to three hundred (300) undesignated parking spaces in the Parking Garage for a period of twelve (12) months.
2. Protective shall have access to said parking spaces commensurate with the Rental Fee as set forth in Section III, Rental Fee.
3. Protective shall provide to Kenton County or its parking operator (as such operator is designated by Kenton County via provision of written notice to Protective), information for each parking card issued that includes the individual cardholder’s name, as well as any other reasonable information requested by Kenton County or its agent.
4. Protective may only sublet said parking spaces with the written permission of Kenton County and Kenton County retains the right to prohibit said subletting for any reason within its sound discretion. The per space charge, for any Kenton County approved sublet, shall not exceed the per space Rental Fee, as set forth in Section III, being paid by Protective. All sublet parking spaces shall comply with Clause 3 of this Section.

SECTION II
“PARKING CARDS/INVOICES”

Kenton County shall provide up to three hundred (300) parking cards (key cards) to Protective. There shall be a \$10 replacement charge for any replacement cards. Any cards lost or stolen shall be immediately reported to Kenton County or its garage operator.

Kenton County or its garage operator shall provide an invoice by the 25th of each month to Protective, detailing each month’s parking charges. Payment shall be due upon receipt of the monthly invoice but no later than the 5th of each month. Notwithstanding the foregoing, Protective reserves the right to timely dispute any invoiced amounts in good faith and in writing. A failure to make payment for any undisputed amount by the 5th of each month shall result in the key cards being deactivated until payment is received.

SECTION III
“RENTAL FEE”

Kenton County shall provide the following:

Twenty-Four-hour parking spaces, unlimited use, Monday thru Sunday. The Rental Fee for each space shall be \$40.00 per month.

The total rent amount shall be based on the number of spaces designated each month multiplied by the Rental Fee stated above.

SECTION IV
“CONTRACT PERIOD”

During the contract period set forth in Section I, Protective shall be invoiced only for the cards issued in a given month up to three hundred (300) total.

SECTION V
“DETAILED REQUIREMENTS”

1. Subject to the dispute provisions here in, Protective agrees to pay the Rental Fee in the manner contained herein unless said premises shall be destroyed or rendered untenable by fire, natural disaster, or an unavoidable accident or appropriation or condemnation by governmental authority.
2. The premises herein leased shall be used for private parking of vehicles only, and not in any violation of any law or regulation relating to said use. Protective shall not use said premises for any unlawful purposes.
3. Protective agrees to abide by any rules and regulations regarding the parking facility as set forth by the facility operator and understands these rules and regulations may change from time to time.

4. This Agreement shall be construed according to the laws of the Commonwealth of Kentucky.
5. Written notices should be provided to each party as follows:

 Kenton County c/o Judge/Executive, 1840 Simon Kenton Way, Covington, KY 41011

 Protective Life Insurance Company, 2801 Highway 280 South, Birmingham, AL 35173,
 with an additional copy, not constituting notice, sent to the same address to the attention
 of "General Counsel."
6. At all times during the term of this agreement, Kenton County shall operate the Parking Garage in a safe and reasonable manner in compliance with all applicable laws and regulations and consistent with standards commonly expected in the industry. Further, Kenton County shall perform all reasonable and necessary maintenance on the Parking Garage in a timely manner. Failure to comply with this section shall be considered a material breach of this agreement and Protective shall have the right to immediately terminate this agreement without penalty or additional cost and Kenton County shall, to the extent allowable by Kentucky law, indemnify and hold Protective harmless from any damages, costs, expenses, and/or fees related to such failure.
7. This is the entire agreement of the parties and shall only be modified in writing mutually acceptable to each party.

SO AGREED THIS 1st DAY OF _____, 2021.

Kenton County Fiscal Court

Protective Life Insurance Company

 Kris Knochelmann
 County Judge Executive

By: _____