

**JOB ASSESSMENT FEE COLLECTION
INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2021, by and between the KENTON COUNTY FISCAL COURT (“Kenton County”) and the CITY OF WALTON, KENTUCKY (“Walton”).

WHEREAS, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300, inclusive (the “**Act**”), any powers, privileges or authority exercised or capable of exercise by a public agency may be exercised jointly with another public agency under an agreement (an “**Interlocal cooperation agreement**”) with one another for joint or cooperative action; and

WHEREAS, the Act permits local governmental units to cooperate with other local governmental units and public agencies to make more efficient use of their powers and to provide services and facilities in a manner that is in their best interest and the best interest of the local communities they serve; and

WHEREAS, on June 13, 2016, Walton passed Resolution 2016-07, authorizing a development agreement with Omaha Enterprises LLC for the Walton Kentucky Industrial Park Local Development Area, creating a TIF District; and

WHEREAS, the Walton development agreement establishes a 1.2% job assessment fee, pursuant to KRS 65.7056, upon the gross wages of employees within the Local Development Area and pledges one hundred (100) percent of the job assessment fee for up to a thirty-year (30) year period to reimburse the developer for infrastructure and site development costs; and

WHEREAS, the Walton development agreement also pledges sixty-five (65%) of city’s incremental revenue from city real ad valorem taxes for up to a thirty (30) year period to reimburse the developer for development costs; and

WHEREAS, on August 23, 2016, the Kenton County passed Ordinance approving the pledge of sixty percent (60%) of the Incremental Revenues from County real ad valorem taxes and occupational taxes from employee payroll taxes generated within the City of Walton’s Local Area Development Area for a period of thirty years; and

WHEREAS, Kenton County already collects occupational license fees and taxes on behalf other cities through Interlocal Agreement, making it beneficial to the parties to use the existing system to have Kenton County collect the job assessment fee established by the development agreement between Walton and Omaha Enterprises, LLC; and

WHEREAS, the Fiscal Court has agreed to collect all fees and forward them to the City of Walton; and

WHEREAS, the Fiscal Court is entitled to a reasonable fee for this service;

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties do hereby agree as follows:

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That commencing on July 1, 2021 and continuing on a year-to-year basis through the signing of this agreement, the City of Walton hereby appoints the Kenton County License Inspector as its agent thereof to collect the job assessment fee set out in Section VI.A.3 of the Walton Development Agreement with Omaha Enterprises, Inc., and with cooperation of the administration of Kenton County shall enforce same.
2. Kenton County shall provide the following services to the City of Walton and provide and pay for all space, equipment, utilities, supplies, time and labor necessary thereof:
 - a. The collection of the job assessment fee as set out above;
 - b. The enforcement of the penalty provision of the development agreement through the appropriate judicial procedures of the Commonwealth of Kentucky; and
 - c. By the 10th day of each calendar month, pay over to the City of Walton the total of all job assessment fees collected by Kenton County through the office of the Kenton County License Inspector, minus a fee of two percent (2%)
 - d. Kenton County shall provide a written accounting to the City of Walton including the date and amount of each payment received.
3. To the extent provided by Kentucky law, the City of Walton shall and hereby agrees to indemnify and hold Kenton County harmless for any and all liabilities and damages together with the cost of defending any and all actions at law or in equity, including, without limitation, reasonable court costs and attorney's fees, which are in any way related to the collection of the job assessment fee, other than those directly related to any discretionary decision of Kenton County or the Kenton County License Inspector, or any agent or employee thereof in the collection and enforcement activities of Kenton County
4. To the extent provided by Kentucky law, Kenton County shall and hereby agrees to indemnify and hold the City of Walton harmless from any and all liabilities and damages together with the costs of defending any and all actions at law or in equity including, without limitation,

reasonable court costs and attorney's fees, which are in any way related to any discretionary decision of Kenton County or the Kenton County License Inspector or any agent or employee thereof in the collection and enforcement activities required by this Agreement.

5. Kenton County or the City of Walton may terminate its participation in this Agreement by causing written notice to be mailed by certified, returned receipt requested, to the other party at least ninety (90) calendar days before the effective date thereof; and, thereupon termination, and any and all records and accounts for the collection of the job assessment fee shall be delivered to the City of Walton and upon termination by either party this Agreement shall terminate and be of no force or effect.
6. This agreement is intended solely for the benefit of Kenton County and the City of Walton.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first indicated above.

Kris Knochelmann, Judge/Executive
Kenton County Fiscal Court

Gabe Brown, Mayor
City of Walton, Kentucky

DEPARTMENT OF LOCAL GOVERNMENT CERTIFICATION

Pursuant to KRS 65.210 through 65.300, the Department of Local Government of the Commonwealth of Kentucky hereby determines that the foregoing Agreement is proper in form and compatible with the laws of the Commonwealth of Kentucky.

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF LOCAL GOVERNMENT**

BY: _____

TITLE: _____

DATE: _____

CERTIFICATION TO SECRETARY OF STATE

I, the undersigned, hereby certify that a certified copy of the above fully-executed Interlocal Agreement was mailed on this _____ day of _____, 2021 to the Kentucky Secretary of State of required by KRS 65.290.
