

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

This agreement made and entered into this __ day of _____, 2020 by and between the KENTON COUNTY FISCAL COURT hereinafter called "County" located at 1840 Simon Kenton Way, Covington, KY 41011 and STEP CG, LLC, an Ohio business with a current mailing address of 525 W. Fifth Street, Suite 332, Covington, KY 41011 hereinafter called "STEP CG".

Whereas, the management of STEP CG has determined that a need exists for parking spaces for its employees of its new headquarters planned for May, 2020 at 50 E. RiverCenter Blvd, Suite 900, 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"**

The County shall provide up to thirty (30) parking spaces in the Parking Garage each month beginning in 2020 on the first day of the month following the date on which STEP CG notifies the County in writing of its intent to lease the parking spaces, escalating up to ten (10) spaces per year for the next four (4) years. If STEP CG exercises its renewal option for office space in RiverCenter, STEP CG will have the opportunity to lease up to seventy (70) spaces at the same consideration for an additional five (5) years for a total of ten (10) full years thereafter, as set forth below:

1. STEP CG shall be entitled to lease up to thirty (30) undesignated parking spaces in the Parking Garage.
2. STEP CG shall have access to said parking spaces commensurate with the Rental Fee as set forth in Section III, Rental Fee.
3. STEP CG shall provide to the County or its parking operator, information for each parking card issued that includes the individual cardholder's name, as well as any other reasonable information requested by the County or its agent.
4. STEP CG may only sublet said parking spaces with the written permission of the County and the County retains the right to prohibit said subletting for any reason within its sound discretion. The per space charge, for any County approved sublet, shall not exceed the per space Rental Fee, as set forth in Section III, being paid by STEP CG. All sublet parking spaces shall comply with Clause 3 of this Section.

**SECTION II
"PARKING CARDS/INVOICES"**

The County shall provide up to thirty (30) parking cards (key cards) to STEP CG. There shall be a \$10 replacement charge for any replacement cards. Any cards lost or stolen shall be immediately reported to the County or its garage operator.

The County or its garage operator shall provide an invoice by the 25th of each month to STEP CG, 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. A failure to make payment by the 5th of each month shall result in the key cards being deactivated until payment is received.

**SECTION III
"RENTAL FEE"**

The County shall provide the following parking space options:

1. Twelve Hour parking spaces, 6:00 am to 6:00 pm Monday thru Friday. The Rental Fee for each space shall be \$25.00 per month.
2. Twenty-Four hour parking spaces, unlimited use, Monday thru Sunday. The Rental Fee for each space shall be \$25.00 per month.

STEP CG shall notify the County or its agent, how they desire to have their parking spaces allotted, such notice occurring at least annually and not more frequently than monthly.

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

STEP CG may upon execution of this agreement and notification to the County as set forth in this agreement, begin using the parking garage with County issued parking cards prior to the term commencement set forth in Section I. However, any spaces used prior to such term commencement shall be charged and invoiced at the normal monthly rate of \$60.00 per month.

**SECTION IV
"CONTRACT PERIOD"**

During the contract period set forth in Section I, STEP CG shall be invoiced only for the cards issued in a given month up to seventy (70) total and STEP CG may cancel this agreement without penalty by giving the County at least 30 days notice in writing.

**SECTION V
"DETAILED REQUIREMENTS"**

1. STEP CG agrees to pay the Rental Fee in the manner contained herein unless said premises shall be destroyed or rendered untenable by fire 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. STEP CG shall not use said premises for any unlawful purposes.
3. STEP CG 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 are to be provided to each party as follows:

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

STEP CG, LLC, 50 E. RiverCenter Blvd, Suite 900, Covington, KY 41011 (effective May 1, 2020).

Telephone contact may be made by at (859) 392-1405 to the Kenton County County Administrator and to the STEP CG, Chief Financial Officer, at (513) 795-6000 (x3142).

6. This is the entire agreement of the parties and shall only be modified in writing mutually acceptable to each party.

SO AGREED THIS ___ DAY OF _____, 2020.

KENTON COUNTY FISCAL COURT

STEP CG, LLC

Kris Knochelmann
County Judge Executive
Pursuant to Kenton County Resolution #:

By: _____
Edward J. Walton, III
Chief Executive Officer