

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made as of _____, _____ 2024, by and among the COUNTY OF BOONE, COUNTY OF CAMPBELL and the COUNTY OF KENTON, all political subdivisions of the Commonwealth of Kentucky.

RECITALS

A. KRS §§65.210 through 65.300 (the "Interlocal Cooperation Act") allows for agreements to foster interlocal cooperation, to permit local government units in the Commonwealth of Kentucky to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges or authorities exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with other public agencies; and

B. The Kentucky General Assembly enacted enabling legislation that permits counties to levy a license fee up to three percent (3%) of gross rental charges and gross receipts from Rental, Peer-to-Peer Car Sharing Programs and Transportation Network Company services with such revenues to be utilized for economic development activities; and

C. The legislation was spearheaded for legislative approval for the purpose of funding economic development activities throughout Boone County, Campbell County and Kenton County, Kentucky through the Tri-County Economic Development Corporation ("TRI-ED") dba BE NKy.; and

D. BE NKy. is an assumed name of TRI-Ed, the latter of which is a nonprofit development corporation formed in 1987 pursuant KRS §273.161(3), that serves the counties of Boone, Kenton, and Campbell (the "Counties") for the purpose of promoting economic development activities in the Counties; and

E. The parties to this Agreement have determined that it is in each of their best interests and in the best interest of their citizens to share license fee revenues for the purpose of cooperatively pursuing economic development opportunities and issues throughout each of the Counties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration and pursuant to the Interlocal Cooperation Act and H.B. 8 (2024), the Counties hereby agree as follows:

ARTICLE 1

SHARING OF LICENSE FEE REVENUES

1.1 For the purpose of financing economic development activities of the Counties through the funding of BE NKy., the Counties hereby agree, under authority granted by KRS §68.200(4), to share all revenues (less costs of collection not to exceed three percent (3%) of revenues) generated by their respective motor vehicle rental license fees, which fee shall be the maximum motor vehicle license fee permitted by law as of the date of this Agreement, such amount to be paid to BE NKy. at least quarterly.

ARTICLE 2

INTERLOCAL COOPERATION ACT COMPLIANCE

2.1 The term of this Agreement is for the initial period commencing on the date of this Agreement and ending _____, _____ 2025. Unless terminated as hereinafter provided, the term of this Agreement will automatically renew at the end of the then-current term

for periods of one (1) year. Each County may terminate its obligations hereunder by notifying the other two (2) Counties of such termination at least sixty (60) days prior to the end of the then-current term; provided, however, that the two (2) remaining Counties will remain obligated to perform during each subsequent term in conformity with this Agreement and this Agreement will thereafter automatically renew as between such two (2) remaining parties as provided above. If a County provides its notice of termination as hereinabove provided, its obligations to the remaining Counties and any obligations of the remaining Counties to it hereunder shall terminate as of the next renewal date.

2.2 No separate or new legal or administrative entity is hereby created and therefore the provisions of KRS §65.250(1)(b) and (c) do not apply.

2.3 The joint undertaking is financed as provided for in each of the Counties' enabling Ordinances. Because there is no administrative entity created by this Agreement, no budget or other requirements set forth in §65.250(1)(d) are established hereby. Instead, all of the funds collected pursuant to this Agreement will be shared and disbursed as provided in H.B. 8 (2024).

2.4 The judge Executives of each County, or their respective designees, will oversee the administration of this Agreement. Pursuant to KRS §62.250(2)(a), such persons are hereby designated the joint board responsible for the administration of this cooperative undertaking.

ARTICLE 3

MISCELLANEOUS PROVISIONS

3.1 Modifications. The provisions of this Agreement may not be waived, changed or altered except by an instrument in writing signed by the parties.

3.2 Binding Effect/Assignment. This Agreement may not be assigned by any of the parties.

3.3 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.4 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

3.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

3.6 Non-waiver. No delay or failure of either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

3.7 Severability. In case any section or provision of this Agreement is held to be illegal or invalid for any reason, such illegal or invalid section or provision shall not affect the legality or validity of any other section or provision of this Agreement, all of which shall be construed and enforced at the time as if the illegal section or provisions were not contained herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their duly authorized officers or agents on the date first above written. The **UNDERSIGNED PARTIES** do hereby certify that: 1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this **AGREEMENT**; that 2) the parties hereto are legally authorized to perform the required duties of the **AGREEMENT**, and 3) that this **AGREEMENT** has been duly authorized by the governing body of the **LOCAL GOVERNMENT**.

EXECUTED THIS ____ day of _____, 2024.

COUNTY OF KENTON

COUNTY OF BOONE

By:
Title:

By:
Title:

Date:

Date:

COUNTY OF CAMPBELL

By:
Title:
