

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between the **KENTON COUNTY FISCAL COURT** ("Fiscal Court"), the **KENTON COUNTY PROPERTY VALUATION ADMINISTRATOR** ("PVA"), the **KENTON COUNTY SHERIFF** ("Sheriff") and the **KENTON COUNTY CLERK** ("Clerk"), collectively referred to as "the parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act (KRS 65.210 et. seq.) permits local governmental units to cooperate with other local governmental units to provide services and facilities in a manner and 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.

WHEREAS, the Interlocal Cooperation Act (KRS 65.210 et. seq.) permits two (2) or more public agencies to enter into agreements with one another for joint or cooperative action after the appropriate authorization of the respective governing bodies; and

WHEREAS, the KENTON County Fiscal Court, KENTON County Property Valuation Administrator, KENTON County Sheriff and KENTON County Clerk desire to enter this Agreement to effectuate the KENTON County Energy Project Assessment District ("EPAD") and program in concert with KRS 65.205-209 and KENTON County Ordinance 950.89

NOW, THEREFORE, pursuant to the authorities and in accordance with KRS 65.210 through KRS 65.300, and in consideration of the mutual promises set forth herein, the parties agree as follows:

1. COUNTY ORDINANCE. KENTON County Ordinance 950.89 authorizes and creates an Energy Project Assessment District ("EPAD") and program as authorized by KRS 65.205-209. KENTON County Ordinance 950.89 is incorporated herein by reference.

2. ASSESSMENTS. Pursuant to KENTON County Ordinance 950.89, once a participant is approved into the EPAD program, the Sheriff, PVA and Clerk will take all necessary actions to include the assessment payment due with the tax bill for the real property, in accordance with KRS 65.207(4)(a) and the specific Program Financing and Assessment Agreement entered into by and between the participant property owner and the Fiscal Court.

3. TERMINATION. Either party may terminate this Agreement upon the occurrence (i) of a material breach by the other party or (ii) by mutual agreement executed in writing by both parties. In the event of a termination of the Agreement, the obligations of the parties hereunder shall cease immediately. A party's failure to perform any of its duties or obligations as set forth in this Agreement shall constitute a material breach of this Agreement. In the event legal action is taken by either party to enforce the terms of this Agreement, each party shall bear its own costs and attorney fees.

4. JURISDICTION AND VENUE. The Agreement shall be construed under the laws of the State of Kentucky. Each party agrees to personal jurisdiction in any action brought in any court, Federal or State within the County Of Kentucky, Commonwealth of Kentucky having subject matter jurisdiction over the matters arising under Agreement. Any suit, action, or proceeding arising out of or relating to his Agreement shall only be instituted in the County of Kenton, Kentucky.

5. ASSIGNMENT. This Agreement may not be assigned by either party. This Agreement is only for the benefit of the parties and the enforcement of it is limited to the parties. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

6. AMENDMENT. This Agreement may not be amended by any means other than a written agreement signed by the all of the named parties.

7. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs and subparagraphs of this Interlocal Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

8. FORCE MAJEURE. No party shall have any responsibility or liability pursuant to the provisions of this Interlocal Agreement for the delay or default caused by war, riot, fire, acts of God or other causes beyond their reasonable control, including actions undertaken by the legislature or the executive branch which impact the ability of the parties to perform hereunder; but, upon the cessation of such cause, each of them shall diligently pursue the performance of those provisions delayed or precluded by such cause.

9. WAIVER. No consent to or waiver by any party of any breach or default of any provision of this Agreement, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse any subsequent breach or default of the same or any other provision of this Agreement.

10. SEVERABILITY. In the event that any one or more of the provisions of this Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may only be modified by a subsequent written agreement signed by all parties to this Agreement.

12. THIRD PARTY BENEFICIARIES. Nothing in this agreement is intended to give rise to any claim, demand, cause of action, or right of any kind, to any third party, and is not intended to release or waive any rights, privileges or immunities of the parties hereto. This Agreement is binding and only to the benefit to the parties of this Agreement.

13. NO INTERLOCAL AGENCY, FINANCING, OR BUDGET. Nothing in this Agreement creates an interlocal agency. No funds are being created, exchanged, or expended under this Interlocal Agreement, therefore no budget is required.

14. NO REAL PROPERTY BEING HELD. Under this Interlocal Agreement no real property is being acquired, held, or disposed of by any party.

15. ADMINISTRATOR. The Kenton County Fiscal Court will serve as the Administrator for this Agreement.

16. DURATION. This Agreement shall remain in place until such time as a party gives notice according to Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the _____ day of _____, 2020.

KENTON COUNTY FISCAL COURT

By: _____
Kris Knochelmann
Judge/Executive

KENTON COUNTY CLERK

By: _____
Gabrielle Summe
Kenton County Clerk

KENTON COUNTY SHERIFF

By: _____
Chuck Korzenborn
Kenton County Sheriff

KENTON COUNTY PROPERTY VALUATION ADMINISTRATOR

By: _____
Darlene Plummer
Kenton County PVA

APPROVAL OF THE ATTORNEY GENERAL

Pursuant to K.R.S. 65.260, the Attorney General for the Commonwealth of Kentucky hereby determines that this Agreement is in proper form and compatible with the laws of the Commonwealth of Kentucky.

Kentucky Attorney General:

BY: _____

DATE: _____