

MEMORANDUM OF AGREEMENT

BETWEEN THE

BOONE COUNTY FISCAL COURT

AND

CAMPBELL COUNTY FISCAL COURT

AND

KENTON COUNTY FISCAL COURT

AND

*NORTHERN KENTUCKY
AREA DEVELOPMENT DISTRICT*

Subject: Northern Kentucky Works

THIS MEMORANDUM OF AGREEMENT (“AGREEMENT”) is made and entered into this 28th day of March, 2024, by and between the Boone County Fiscal Court, hereinafter “Boone County”, the Campbell County Fiscal Court, hereinafter “Campbell County”, the Kenton County Fiscal Court, hereinafter “Kenton County”, and the Northern Kentucky Area Development District, hereinafter “NKADD.”

WITNESSETH:

WHEREAS, due to the workforce challenges that exist in Northern Kentucky, the Counties of Boone, Campbell and Kenton agree to create and fund Northern Kentucky Works (“NKY Works”); and

WHEREAS, KRS 147A.080, authorizes NKADD to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and to accept funds for the purpose of carrying out the requirements of KRS 147A.090(2); and

WHEREAS, NKADD serves the Counties of Boone, Campbell and Kenton, as set forth by KRS 147A; and

WHEREAS, the purpose of this agreement is to permit the Counties of Boone, Campbell, and Kenton to work together with critical partners to address the workforce challenges impacting the region, and to allow the NKADD to serve as the contract service provider, fiscal agent and employer of record for the personnel of NKY Works.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, Boone County, Campbell County, Kenton County and NKADD hereby COVENANT AND AGREE as follows:

1. VISION & PURPOSE

1.1 Northern Kentucky Works (“NKY Works”) will assist with the development of workforce policy initiatives, coordinate regional efforts, and provide advisory services to the Fiscal Courts of Boone, Campbell and Kenton Counties (“Counties”) and other organizations as directed. Primarily, NKY Works will serve as the subject matter expert on the issue of workforce while coordinating efforts among all respective county and regional agencies with respect to this topic. Boone, Campbell and Kenton Counties shall engage key partners, as deemed appropriate, and shall maintain By-Laws to provide direction in the achievement of this vision and purpose. NKY Works is not a Special Purpose Government Entity and is a workforce administration program within NKADD.

2. OBLIGATIONS OF THE COUNTIES

The Counties shall undertake the following obligations:

2.1 The Counties shall organize NKY Works in a manner that achieves the stated goals of the partnership.

2.2 Each County shall contribute annual funding via grants, gifts, sponsorships or direct allocation to the NKADD to cover the employment costs for the salary and benefits, as well as any other direct costs for office, travel or related expenses of this program. The NKADD shall be compensated for overhead and expenses incurred by the NKADD for providing resources to NKY Works. Any additional funding obtained by and on behalf of NKY Works will be utilized as directed by the Counties to NKADD.

3. OBLIGATIONS OF NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT

The NKADD shall undertake the following obligations:

3.1 The NKADD shall serve as the employer of the personnel for NKY Works.

3.2 The NKADD shall make office space available for NKY Works and provide administrative assistance in the manner of technology, materials and reasonable support from NKADD administrative staff.

3.3 The NKADD shall provide to the Counties, upon request, any reports, financial information or related documentation in a timely manner.

3.4 The NKADD shall use all funds made available under this AGREEMENT at the direction of the Counties.

3.5 The NKADD shall insure NKY Works personnel in the same manner and to the same extent as it provides coverage for its other full-time employees.

4. ACCESS TO DOCUMENTS, ETC.

4.1 All parties shall have access to any books, documents, papers, records, or other evidence which is directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence produced under this agreement, which is directly pertinent to the AGREEMENT, shall be subject to public disclosure, unless specifically exempt under the Kentucky Open Records Act.

5. MUTUALITY OF OBLIGATIONS

5.1 The obligations imposed upon the parties to this AGREEMENT are for the sole benefit of the parties hereto without intending to create or imply any third-party beneficiaries. The failure of any party to fulfill any of its obligations under this AGREEMENT shall constitute a breach of this AGREEMENT, and shall entitle the other party to commence appropriate legal or equitable action to enforce its rights under this AGREEMENT, unless the fulfillment of such obligation is waived or modified by the affected party. All waivers shall be in writing, signed by the affected party, and a waiver of one breach shall not constitute a waiver of any other breach.

5.2 In the event of a material breach by either party to this AGREEMENT, the other party may terminate this AGREEMENT, without further obligation to the other party. The rights of the

parties to this AGREEMENT to pursue remedies for breach of any of the provisions hereof shall survive the termination, expiration or cancellation of this AGREEMENT.

6. METHOD OF PAYMENT

6.1 Each County will secure funds annually and ensure they are transferred to the NKADD for NKY Works in an amount equivalent to the funding requirements of NKY Works' budget as approved by the Board.

7. TERM OF AGREEMENT

7.1 This AGREEMENT shall be effective on May 1, 2024 and shall continue for period ending December 31, 2027. The agreement shall renew annually for a period of one year thereafter. Any party may elect to not renew this agreement by providing notice to the other parties in writing by November 1 in any year following the initial term.

8. ASSURANCES

8.1 The parties represent and warrant, by the signatures of their duly appointed representatives, that they are legally entitled to enter into this AGREEMENT and will not be violating, directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by performance of the obligations imposed on them by this AGREEMENT. The parties further represent and warrant that they have no conflict of interest, in any manner or degree, with the performance of the duties imposed by this AGREEMENT. The parties further represent and warrant that no persons having any conflict of interest shall be employed to assist in performing the parties' obligations under this AGREEMENT.

9. CANCELLATION

9.1 Any party has the right to terminate or cancel this AGREEMENT without cause upon ninety days prior written notice to the other party, or for cause at any time without prior written notice.

(Signature Page to Follow)

IN WITNESS WHEREOF, Boone County Fiscal Court, Campbell County Fiscal Court, Kenton County Fiscal Court and the Northern Kentucky Area Development District have executed this AGREEMENT as of the date first above written.

AGREED TO BY:

BOONE COUNTY FISCAL COURT:

Gary Moore, Judge/Executive

Date

CAMPBELL COUNTY FISCAL COURT:

Steve Pendery, Judge/Executive

Date

KENTON COUNTY FISCAL COURT:

Kris Knochelmann, Judge/Executive

Date

NORTHERN KENTUCKY ADD:

Tara Johnson-Noem, Executive Director

Date