

<b>MEMORANDUM OF AGREEMENT</b>
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**FIRST PARTY**                      **Rumpke Waste and Recycling Services**

**SECOND PARTY**                    **Kenton County Fire Chiefs Association**

**THIRD PARTY**                    **Kenton County, Kentucky**

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**I. INTRODUCTION**

This Memorandum of Agreement (MOA) memorializes the mutual understanding and intentions of the Parties to perform their respective obligations set forth herein. This MOA is effective as of the date of the last signature hereto, until payment is made from the First Party (Rumpke) to the Third Party (Kenton County Fiscal Court) FBO the Second Party (Kenton County Fire Chiefs Association) as agreed upon below.

**II. GENERAL PROVISIONS**

Whereas, Kenton County Fire Chiefs Association currently uses certain property located on Boron Drive in Covington, Kentucky, and public improvements thereon as a training facility for firefighters (“Subject Property”); and,

Whereas, Kenton County, Kentucky has funded improvements to the Subject Property since its use as a training facility beginning in 1982 and thereafter with the consent of the owner, the City of Covington, on the condition that the Subject Property be utilized by active Kenton County Fire Departments for firefighter training purposes; and,

Whereas, Rumpke has plans to redevelop the Subject Property, without a training facility for firefighters, that is contingent upon a transfer of the Subject Property from the City of Covington, Kentucky to Rumpke, which is anticipated to occur in the Spring 2022; and,

Whereas, Rumpke has offered to Judge Executive Kris Knochelmann and Kenton Fire Chiefs Association that, as consideration for Kenton Fire Chiefs Association relocating its

training facility operations from the Subject Property on or before March 31, 2022, Rumpke will

commit One Million Dollars (\$1,000,000.00) toward the relocation of Kenton County Fire Chiefs training center operations; and,

Whereas, Kenton Fire Chiefs Association has formally voted and approved the offer and authorized that the consideration for vacating the Subject Property in the amount One Million Dollars (\$1,000,000.00) be paid to the Kenton County Fiscal Court FBO Kenton Fire Chiefs Association; and,

Whereas, Kenton County Judge Executive Kris Knochelmann has facilitated the discussion between the Parties and has accepted the terms as being in the best interest of Kenton County and the entire regional community; and,

Whereas, On Tuesday, January 11, 2022, the Kenton County Fiscal Court voted unanimously to serve as depository of the consideration of One Million Dollars (\$1,000,000.00) for the Kenton County Fire Chiefs Association.

### **III. AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

The First Party (Rumpke) agrees to: Pay to the Third Party (Kenton County, Kentucky) FBO the Second Party (Kenton Fire Chiefs Association) One Million Dollars (\$1,000,000.00) toward the relocation of the fire training center operations within seven (7) days of Kenton Fire Chiefs Association vacating the Subject Property.

The Second Party (Kenton County Fire Chiefs Association) agrees to vacate the Subject Property on or before March 31, 2022.

The Third Party (Kenton County, Kentucky) agrees to receive the consideration of One Million Dollars (\$1,000,000.00) to hold for the benefit of Kenton County Fire Chiefs Association for use in relocating its fire training center operations.

#### **FIRST PARTY:**

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED AGENT)

\_\_\_\_\_  
(DATE SIGNED)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SECOND PARTY:**

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED AGENT)

\_\_\_\_\_  
(DATE SIGNED)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**THIRD PARTY:**

\_\_\_\_\_

\_\_\_\_\_  
(DATE SIGNED)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title