

SECOND AMENDMENT
To INTERLOCAL COOPERATIVE AGREEMENT
(Cooperation for water service to City of Florence and Boone County, KY)

This *Second Amendment to Interlocal Cooperative Agreement* (“**Second Amendment**”) is made by and between the CITY OF CINCINNATI, OHIO (“**Cincinnati**”), the BOONE-FLORENCE WATER COMMISSION (“**Water Commission**”), the BOONE COUNTY WATER DISTRICT (“**Boone**”), and the CITY OF FLORENCE, KENTUCKY (“**Florence**”) effective on the Second Amendment Effective Date as defined on the signature page hereof.

RECITALS:

- A. Cincinnati, Water Commission, Boone and Florence are parties to a certain *Interlocal Cooperative Agreement* dated effective March 2, 1999, subsequently amended by a *First Amendment* dated April, 5 2021 (as amended, the “**Interlocal Agreement**”), to establish the terms for cooperation to plan, design, and construct a major water transmission system for efficient, cost-effective delivery of treated water from the Cincinnati water system under the Ohio River to a reservoir and master meter site in Boone County, with water then pumped into the water distribution lines of Florence and Boone.
- B. The parties also previously entered into a *Water Service Agreement* dated March 2, 1999, subsequently amended by a *First Amendment to the Water Service Agreement* dated August 1, 2008, and a *Second Amendment to the Water Service Agreement* dated April 5, 2021 (as amended, the “**Water Agreement**”) for Cincinnati to provide wholesale service to Boone, Florence, and the Water Commission.
- C. Also, the parties previously entered into a *Water System Infrastructure Maintenance Agreement* dated March 9, 2006, subsequently amended by a *First Amendment to the Water System Infrastructure Maintenance Agreement* dated April 12, 2021 (as amended, the “**Infrastructure Maintenance Agreement**”), by which Cincinnati provides routine maintenance, repair, and replacement of the Water Commission’s system controls, valves, pumps, and other appurtenances.
- D. The *Interlocal Agreement*, the *Water Agreement*, and the *Infrastructure Maintenance Agreement* each currently provide for an expiration date of March 1, 2033.
- E. The Water Commission is planning two capital projects requiring the issuance of debt: 1) an East-West transmission main; and 2) a three-million-gallon, in-ground storage facility and re-pump station, in order to increase the efficiency of the Water Commission’s water system, improve service to its customers and end users, and assure compliance with its storage requirements pursuant to the *Water Agreement*.
- F. In order to facilitate the financing of these capital projects, the Water Commission has requested to extend the terms of the *Interlocal Agreement*, the *Water Agreement*, and the *Infrastructure Maintenance Agreement* to February 28, 2049, the maximum term permissible by Kentucky law, in order to assure the Water Commission’s bond purchasers

or lenders of a continuous water supply from Cincinnati capable of generating sufficient revenue to cover the debt service for the full term of the bonds.

- G. The terms of the Water Agreement and the Infrastructure Maintenance Agreement are being amended by separate instruments to extend the expiration date.
- H. Capitalized terms in this Second Amendment shall have the meaning defined in the Interlocal Agreement unless another definition is provided in this Second Amendment.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties hereby amend the Interlocal Agreement as follows:

1. **Duration of Agreement.** Section 2 (“Duration of Agreement”) shall be amended and restated in its entirety as follows:

“This Interlocal Agreement shall be in force for a period of fifty (50) years expiring February 28, 2049. The parties acknowledge that the Water Commission, as authorized by KRS 74.490, may enter contracts to supply water for periods up to fifty (50) years. In the event the parties terminate the Water Service Agreement, said termination will operate to terminate this Interlocal Agreement.”

2. **Ratification.** All terms of the Interlocal Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Interlocal Agreement, as amended hereby, is hereby ratified by the parties.
3. This Second Amendment may be executed in counterparts; and a facsimile, PDF or electronic signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates indicated below the signatures, effective on the latest of such dates (the “**Second Amendment Effective Date**”).

BOONE COUNTY WATER DISTRICT

By: _____
Mike Giordano, Chairperson

Date: _____, 2024

BOONE-FLORENCE WATER COMMISSION

By: _____
James Parsons, Chairperson

Date: _____, 2024

CITY OF FLORENCE, KENTUCKY

By: _____
Dr. Julie Metzger Aubuchon, Mayor

Date: _____, 2024

[CINCINNATI SIGNATURE PAGE FOLLOWS]

Execution of this Second Amendment is authorized by Ordinance No. _____ - 2024, dated
_____, 2024.

CITY OF CINCINNATI

By: _____
Sheryl M.M. Long, City Manager

Date: _____, 2024

Recommended by:

Cathy B. Bailey, Executive Director
Greater Cincinnati Water Works

Approved as to form:

Assistant City Solicitor

Certification of Funds:

Date: _____

Funding: _____

Amount: _____

By: _____
Karen Alder, Finance Director