

EXCHANGE OF INFORMATION AGREEMENT

THIS AGREEMENT made and entered into this 25th day of April 2011, by and between the Lexington-Fayette Urban County Government, an urban county government created pursuant to Kentucky Revised Statutes Chapter 67A (the "LFUCG") and Woodford County Fiscal Court a political subdivision of the Commonwealth of Kentucky (and hereinafter also referred to collectively as the "jurisdictions" or "parties") for the purpose of establishing an agreement which defines the terms and conditions under which the aforementioned jurisdictions may share information derived from the collection of Occupational License Fees pursuant to their respective duties under KRS 67.750, et seq.

WITNESSETH:

WHEREAS, the enactment of Occupational License Fee Ordinances in the aforementioned jurisdictions has greatly improved the operating revenues and financial condition of the respective jurisdictions; and

WHEREAS, each of jurisdictions desires to insure that Occupational License Fees ("OLF's" or "Fees") are applied fairly and equitably within their respective jurisdictions; and

WHEREAS, there are individuals and business entities within the jurisdictions who and which have either intentionally or inadvertently avoided payment of the Fees; and

WHEREAS, the jurisdictions have determined it to be mutually advantageous and beneficial to share information for the purpose of insuring that Fees are applied fairly within their respective jurisdictions, while maintaining the privacy of the affected individuals and businesses in accordance with the law.

NOW THEREFORE, the parties hereto, acting through their respective chief executive officers pursuant to lawful and duly delegated authority and for and in consideration of the mutual promises and covenants herein expressed, agree as follows:

- (1) This agreement is entered into by and between the jurisdictions pursuant to their respective OLF powers, duties and responsibilities for the limited purpose of sharing OLF information and related assistance in conformity with the law.
- (2) Each jurisdiction shall designate or assign an Occupational Tax Administrator/Director to administer its portion of the Program and will notify the other jurisdiction in writing upon doing so.
- (3) Each jurisdiction shall be responsible for its own costs and expenses in performing this Agreement.

(4) It is understood and agreed by each party that any information acquired from records or documents of the other party pursuant to the terms of this agreement is subject to strict limitations, among which are the following:

- (a) Information concerning the affairs of a taxpayer of the taxpayer's business is made available only on a confidential basis in accordance with the provisions of KRS 67.790;
- (b) Such information is to be used for official purposes only;
- (c) Such information is not to be disclosed to any third party, nor used in any way or in any manner that would cause it to become part of a public hearing or proceeding or to become part of any public record except as provided in Kentucky Revised Statutes;
- (d) All information must be requested in writing by an authorized representative, describing the information requested, and stating how it will be utilized; and
- (e) Pursuant to the Kentucky Revised Statutes, no information received by a party from the Internal Revenue Service shall be made available.

(5) Each party agrees to comply with the above limitations and any others which may be pertinent in regard to the acquisition of information acquired from the other party pursuant to this agreement. Also, it is understood by each party that its respective employees and agents, shall be subject to such penalties as provided in the Kentucky Revised Statutes for the improper disclosure of any information received under this Agreement. These penalties include a fine or imprisonment, or both, and disqualification and removal from office or employment.

(6) Upon signing of this agreement, and annually thereafter, if this agreement is in effect, each party agrees to provide the other party with a list of its representatives who are authorized to contact that party in writing to request and receive information pursuant to this agreement. This list shall also be updated as necessary upon any change in personnel.

(7) Each party agrees to inform each of its personnel authorized to request and receive information pursuant to this Agreement of the confidential nature of the information, and agrees to obtain the signature of each such authorized employee on the provided Acknowledgement of Confidentiality form. The signed Acknowledgement of Confidentiality form will be forwarded to the other party's Disclosure Officer. Each party shall provide the other with the name and contact information for its respective Disclosure Officer upon execution of this Agreement.

(8) Each party agrees to immediately notify the other party's Disclosure Officer of any authorized employee who terminates their employment with that jurisdiction or whose job duties no longer require access to information provided by the other party under this Agreement.

(9) Each jurisdiction agrees that in return for the use of such information it will furnish the other jurisdiction with all information acquired by it which could be used by that jurisdiction in the enforcement and collection of Occupational License Fees. Such information will be furnished by each jurisdiction upon written request.

(10) If legally necessary for the purposes of maintaining and utilizing the OLF information obtained from the other jurisdiction under this Agreement, the personnel who are

authorized to request and receive information pursuant to this Agreement are hereby appointed and deemed agents of the other jurisdiction for the limited purposes of this Agreement.

(11) In the event a party to this Agreement, or its respective employees or agents, are sued or held liable in a claim or lawsuit arising from any disclosure of information received under this Agreement by its respective employees or agents, that party hereby agrees to notify Revenue and to defend such claim or lawsuit, and assume responsibility for any and all expenses, cost, or liabilities arising therefrom.

(12) It is expressly understood and agreed that execution of this Agreement does not alter or constitute a waiver in whole or in part of any of the privileges or immunities otherwise enjoyed by any of the parties. In the event that a party or its respective employees or agents are sued or held liable in a claim or lawsuit arising from the disclosure of information received under this Agreement, to the extent allowable by law, that party hereby agrees to indemnify the other party for any and all liability, loss or damage it may suffer as a result of claims, demands, costs, or judgments against it. Each party will notify the other party of any such claim or lawsuit and provide it with an opportunity to defend and settle any such claim or lawsuit.

(13) It is understood that in the event of any improper or unauthorized disclosure of any information received from a jurisdiction under this Agreement, the other jurisdiction may immediately terminate this Agreement and deny the offending jurisdiction access to information.

(14) The parties agree that the exchange of information is subject to the limitations in this Agreement.

(15) This Agreement shall remain in affect unless terminated in writing by either party. Termination may occur in writing at any time by either party or its duly appointed or elected successors in office.

(16) The terms and conditions of this agreement may be amended at any time by mutual agreement of the parties in writing.

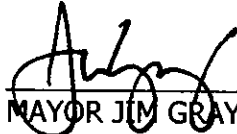
(17) This Agreement contains the entire agreement between the parties and supersedes any prior agreement for the exchange of information between the parties.


(18) This Agreement shall not be assignable.

(19) This Agreement is effective and binding upon execution by the parties.

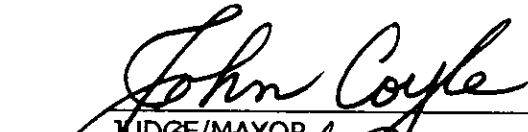

IN WITNESS WHEREOF, we have hereunto set our hands pursuant to the law of the Commonwealth of Kentucky and necessary duly enacted orders ordinances and/or resolutions, copies of which are attached hereto, authorizing the execution of this Agreement.

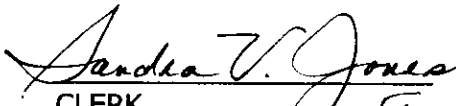
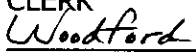
ATTEST:


MAYOR JIM GRAY
Lexington-Fayette Urban County
Government


Susan Lamb
Clerk of the Urban County Council

ATTEST:


JUDGE/MAYOR
 Woodford County Judge/Executive or
Mayor


CLERK
 Woodford County/City Clerk
Fiscal Court