

## MEMORANDUM OF UNDERSTANDING

The Office of Rate Intervention for the Office of the Kentucky Attorney General (“OAG”) and the City of Clinton (“Clinton”) agree to and enter into this Memorandum of Understanding (“MOU”) effective the 30 day of September, 2020;

**WHEREAS**, the parties intend to hire an expert witness(es) to assist them in Case No. 2020-00160, before the Kentucky Public Service Commission;

**WHEREAS**, the parties believe that their interests are sufficiently aligned for the purposes of these matters such that utilizing the same witness(es) will not present a conflict and will result in cost savings for both parties;

Therefore, the OAG and Clinton agree as follows:

1. Experts utilized by the parties shall submit an itemized invoice to OAG on at least a monthly basis consistent with a contract executed between OAG and the expert(s) (“expert contract”). Clinton will provide its financial contribution towards the expert contract directly to the OAG.
2. OAG shall provide payment to the experts in fulfillment of the obligations of the expert contract.
3. If either OAG or Clinton elects to settle its claims or part of its claims in Case No. 2020-00160, such settlement shall not preclude the other party from utilizing any and all testimony and work product developed by the experts retained by OAG and Clinton for use in the case.
4. If expert services for Case No. 2020-00160, remain necessary after June 30, 2021, the parties may negotiate a new MOU governing the costs associated with services performed after that date. However, this Memorandum’s provisions shall continue and remain in force unless and until replaced by a Memorandum resulting from those negotiations.
5. If the expert(s) contracted by the OAG and Clinton exhaust the funds allowed by the expert contract, the parties shall make reasonable efforts to agree on an amendment to the contract to the extent necessary for the prosecution of the case.

Memorandum of Understanding between OAG and Clinton regarding Expert Witness(es) in  
Case No. 2020-00160

6. Disputes related to this agreement shall be governed by Kentucky law.
7. Any disputes related to this agreement that cannot be resolved by agreement shall be resolved by the Franklin Circuit Court.
8. Either OAG or Clinton may terminate its participation in this Memorandum upon thirty days written notice to the other party. In the event that either OAG or Clinton elects to terminate the agreement, it shall remain responsible for expert witness fees accrued up to and including those accrued during the thirty-day notice period. Upon termination of the Memorandum, either party may retain any expert witness previously covered by this Memorandum.
9. This Memorandum represents the entire understanding of the parties with respect to the matters discussed herein and supersedes all understanding, written or oral.
10. No amendment, modification, or waiver of any provision of this Memorandum shall be valid unless contained in a writing signed by both parties.
11. Pursuant to KRE 503 (d)(5), the parties herein recognize that communications between them pertaining to Case No. 2020-00160, are privileged from disclosure to other parties or to the Commission. Upon any discovery request from any other party or Commission Staff seeking such privileged communications, the parties shall assert this privilege and refuse to disclose such communications.

The signatories below represent that they have the approval and authority of the entities they represent to bind those entities to the above terms.

**AGREED AND ENTERED:**

 9/30/20

Hon. John G. Horne, II      Date

Office of the Attorney General

 9/30/20

Hon. Mary B. Potter      Date

City of Clinton