

MEMORANDUM OF UNDERSTANDING

The Office of Rate Intervention for the Office of the Kentucky Attorney General (“OAG”) and Lexington-Fayette Urban County Government (“LFUCG”) agree to and enter into this Memorandum of Understanding (“MOU”) effective the 27th day of September 2023;

WHEREAS, the parties intend to hire an expert witness to assist them in Case No. 2023-00191; before the 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 will not present a conflict and will result in cost savings for both parties;

Therefore, the OAG and LFUCG agree as follows:

1. The Expert utilized by the parties shall submit an itemized invoice to OAG on at least a monthly basis consistent with a contract to be executed between OAG and the expert (“expert contract”). LFUCG will provide its financial contribution towards the expert contract directly to the OAG.
2. OAG shall provide payment to the expert in fulfillment of its obligations under the expert contract.
3. If either OAG or LFUCG elects to settle its claims or part of its claims in the aforementioned case, such settlement shall not preclude the other party from utilizing any and all testimony and work product developed by the expert retained by OAG and LFUCG for use in the case.
4. If the expert contracted by the OAG and LFUCG 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.
5. Disputes related to this agreement shall be governed by Kentucky law.
6. Any disputes related to this agreement that cannot be resolved by agreement shall be resolved by the Franklin Circuit Court.
7. Either OAG or LFUCG may terminate its participation in this MOU upon thirty days written notice to the other party. In the event that either OAG or LFUCG 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 MOU, either party may retain any expert witness previously covered by this MOU.

Memorandum of Understanding between OAG and LFUCG regarding an Expert Witness in
Case No. 2023-00191

8. This MOU represents the entire understanding of the parties with respect to the matters discussed herein and supersedes all understanding, written or oral.
9. No amendment, modification, or waiver of any provision of this MOU shall be valid unless contained in writing and signed by both parties.
10. Pursuant to KRE 503(d)(5), the parties herein recognize that communications between them pertaining to the aforementioned case is 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:

Angela M. Goad 9/27/23
Hon. Angela M. Goad Date

Office of the Attorney General

M. Todd Osterloh 9/27/23
Hon. M. Todd Osterloh Date

Lexington-Fayette Urban County Government