

CITY OF PARK HILLS, KENTUCKY

RESOLUTION NO. 2, 2017

A RESOLUTION OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PARK HILLS AND BROMLEY FOR POLICE SERVICES, IN ORDER TO EXTEND THE TERM OF THE AGREEMENT TO JUNE 30, 2025

WHEREAS, Park Hills and Bromley entered into an Interlocal Agreement for Police Services, dated May 16, 2014 (the "Agreement"), under which the parties agreed for Park Hills to provide Bromley law enforcement services for a period of three (3) years beginning on the 1st day of July 2014;

WHEREAS, on February 3, 2016, Park Hills and Bromley entered into an Amendment to Interlocal Agreement (the "Amendment"), under which the parties extended the term of the Agreement for a period of six (6) years beginning on the 1st day of July 2014;

WHEREAS, the parties now wish enter into a Second Amendment to the Agreement in order to extend the term of the Agreement to June 30, 2025;

WHEREAS, under KRS §65.240(2), interlocal agreements must be approved by resolution before the agreements may enter into force; and

WHEREAS, City Council of the City of Park Hills deems it in the City's best interest to extend the term of the Agreement to June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT:


SECTION 1

The City Council for the City of Park Hills authorizes the Mayor to enter into the Second Amendment to the Interlocal Agreement between the City of Park Hills and the City of Bromley, a copy of which is attached as **Exhibit A**.

SECTION 2

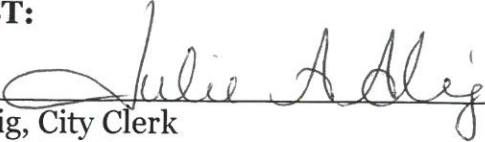
The Mayor is hereby authorized to execute any all documents, and take any and all actions necessary to carry out the purpose and intentions of this Resolution.

Approved by the City Council this 12TH day of June, 2017.



Matthew Mattone, Mayor
City of Park Hills, KY

ATTEST:



Julie Alig, City Clerk
City of Park Hills, KY

SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PARK HILLS AND THE CITY OF BROMLEY

This Second Amendment to the Interlocal Agreement (the "Second Amendment") is made and entered into this ____ day of _____, 2017, by and between the City of Park Hills, Kentucky ("Park Hills") and the City of Bromley, Kentucky ("Bromley").

WHEREAS, Park Hills and Bromley entered into an Interlocal Agreement for Police Services, dated May 16, 2014 (the "Agreement"), recorded with the Secretary of State on July 22, 2014, and approved by the Department for Local Government on July 9, 2014, under which the parties agreed for Park Hills to provide Bromley law enforcement services for a period of three (3) years beginning on the 1st day of July 2014;

WHEREAS, on February 3, 2016, Park Hills and Bromley entered into an Amendment to Interlocal Agreement (the "Amendment"), recorded with the Secretary of State on February 22, 2016, and approved by the Department for Local Government on February 9, 2016, under which the parties extended the term of the Agreement for a period of six (6) years beginning on the 1st day of July 2014; and

WHEREAS, the parties now wish to amend the Agreement again to extend the term of the Agreement to June 30, 2025.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agrees as follows:

1. Paragraph One of the Agreement is hereby deleted, replaced, and superseded by the following:

THAT PARK HILLS agrees to provide Law Enforcement services, including but not limited to patrol, answering trouble calls and dispatch response, responding when Bromley Volunteer Fire Department requires assistance, and or other customary law enforcement services to Bromley beginning on July 1, 2014 and ending on June 30, 2025. At the end of this period, this Agreement can be renewed but terms may be renegotiated.

2. Paragraph Three of the Agreement is hereby deleted, replaced, and superseded by the following:

THAT BROMLEY agrees to compensate Park Hills as follows:

The sum of \$100,000 for fiscal years, July 1, through June 30, 2014-2025. The payments will be made in equal quarterly payments. The first payment shall be due on July 1, 2014, and subsequent payments shall be due on the first day of each third month thereafter. Park Hills will also provide Bromley with an hourly rate by June 1 of each year for special detail type services above customary police services (examples to include: traffic details, festival details and special detective

details). These services would be requested by the Mayor of Bromley and approved by the Park Hills Police Chief. If additional expertise is needed regarding detective work or specialized technical work in law enforcement that Park Hills cannot provide, Park Hills will contact Kenton County Police, Kenton County Sheriff's Department, or the Kentucky State Police, in order to ask for assistance on behalf of Bromley.

3. Paragraph 15 of the Agreement is hereby deleted, replaced, and superseded by the following:

Either party may terminate the Agreement upon six month's notice. If a party intends not to renew this Agreement for an additional three (3) year period after June 30, 2025, then the party must notify the other party by January 2, 2025.

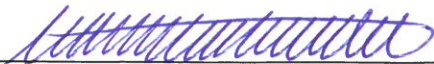
4. That all other terms and conditions of the Agreement remain unchanged.
5. The Second Amendment shall be effective immediately.

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IN WITNESS WHEREOF, Park Hills and Bromley have caused this Second Amendment to be executed as of the date first above written.

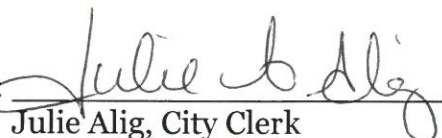
CITY OF PARK HILLS

CITY OF BROMLEY

By: 
Matthew Mattone, Mayor

By: _____
Donnie Jobe, Mayor

ATTEST:

By: 
Julie Alig, City Clerk

ATTEST:

By: _____
Janet Gardiner, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Todd V. McMurtry
City Attorney, Park Hills

R. Kim Vocke
City Attorney, Bromley

Reviewed as to compliance with KRS §§65.210 to 65.300 and recommended for approval:

Department for Local Government

Date: _____

Approved:

Commissioner, Department for Local Government