

**CITY OF PARK HILLS, KENTUCKY
RESOLUTION 10-2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF COVINGTON, KENTUCKY TO REPAVE PORTIONS OF MONTAGUE ROAD (“THE PROJECT”), DIVIDING THE COST EQUALLY BETWEEN THE TWO CITIES.

WHEREAS, one section of repaving would take place between Haven-Gillespie Boulevard and Lewis Street at a cost to the City of Park Hills of \$31,038.00 (“Section One”);

WHEREAS, a second section of repaving would take place between Haven-Gillespie Boulevard and Park Drive at a cost to the City of Park Hills of \$30,204.00 (“Section Two”);

WHEREAS, the Mayor shall have the discretion to authorize the completion of either Section of the Project, both Sections, or neither Section, in her determination of the best interests of the City;

WHEREAS, the City of Covington has represented and warranted to the City of Park Hills that to procure a contract to complete the Project described in this Resolution, it engaged in a competitive bidding process mandated by Kentucky Revised Statute §45A.005, *et seq.* and applicable law;

WHEREAS, the City of Park Hills relied on the representation and warranty of the City of Covington that the City of Covington complied in full with Kentucky law in procuring a contract to complete the Project in this Resolution;


WHEREAS, the City of Park Hills and Covington will endeavor to commence the Project by August 10, 2020;

WHEREAS, the City Council determines it is in the City’s best interest of the City and its residents to authorize the Mayor to enter into an agreement with the City of Covington to split the cost of repaving common portions of Montague Road as specified above; and

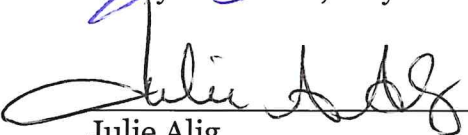
NOW, THEREFORE, BE IT RESOLVED THAT, The Mayor is authorized to enter into the Agreement with the City of Covington attached as **Exhibit A**, upon approval of the same by City Council.

**CITY OF PARK HILLS, KENTUCKY
RESOLUTION 10-2020**

Approved by the City Council this 13th day of July 2020.



Kathy Zembrodt, Mayor



Julie Alig
City Clerk

EXHIBIT A

INTERCITY COOPERATION AGREEMENT

This Intercity Cooperation Agreement (“Agreement”) is entered into as of _____, 2020 by the persons collectively referred to as “the Parties,” i.e., on the one hand, the City of Park Hills, Kentucky, and on the other hand, the City of Covington, Kentucky (collectively “the Parties” unless otherwise indicated).

RECITALS

WHEREAS, the Parties are neighboring municipalities located in Kenton County, Kentucky;

WHEREAS, in the spring and summer of 2020, the Parties entered into discussions about sharing the cost of repaving certain common portions of Montague Road within the respective jurisdictions of the Cities of Park Hills, Kentucky and Covington, Kentucky; and

WHEREAS, the Parties have determined that it is in their collective best interests to enter into this Agreement to share the cost of repaving the common portions of Montague Road within their respective jurisdictions, as specified in this Agreement (“the Project”).

NOW, THEREFORE, IT IS HEREBY AGREED:

1. RECITALS TRUE

All of the above recitals are true.

2. WARRANTY OF AUTHORITY

Each Party warrants and represents that the person executing this Agreement on its behalf has the specific authority under its applicable charters, ordinances, and the laws of the United States and the State of its registration to execute and agree to this Agreement. Each Party warrants and represents that there are no pending agreements,

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transactions, or negotiations to which either of them is a Party that would render this Agreement or any part thereof void, voidable, or unenforceable.

3. REPRESENTATIONS

The City of Covington represents and warrants that it engaged in a competitive bidding process to procure a contract to complete the Project, within the meaning of Kentucky Revised Statue §45A.005, *et seq.* The City of Covington agrees and acknowledges that the City of Park Hills is entitled to rely on its representations and warranties under Kentucky law. The City of Park Hills represents and warrants that it indeed relied on the representations and warranties of the City of Covington that the procurement process of the City of Covington conformed to Kentucky law in all respects.

4. SCOPE OF THE PROJECT

The Parties agree and acknowledge that their respective jurisdictions encompass and touch on the portions of Montague Road identified in Section 4 of this Agreement. The Parties agree and acknowledge that they will engage and authorize the contractor retained by the City of Covington to complete the Project identified in this Agreement. To this end, the Parties agree that the repaving Project has two sections: (a) the section of Montague Road between Haven-Gillespie Boulevard and Lewis Street (“Section One”); and (b) the section of Montague Road between Haven-Gillespie Boulevard (“Section Two”).

5. MUTUAL CONSIDERATION

The Parties agree that they will equally share in the cost of the Project. To this end, the Parties agree that they will each contribute \$31,038.00 to complete Section One of the Project. The Parties further agree that they will each contribute \$30,204.00 to

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complete Section Two of the Project. The Parties further agree to cooperate with each other during the course of the Project to their mutual benefit. The Parties agree to designate authorized representatives to communicate with, and oversee the Project to the extent the Parties deem necessary and appropriate.

6. GOVERNING LAW AND CHOICE OF VENUE

This Agreement shall be exclusively governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Kentucky without regard to the conflicts of law principles thereof. No presumptions shall arise favoring either Party by virtue of the authorship of any of the provisions of this Agreement. All paragraph headings contained herein are supplied for convenience of reference and shall be given no weight in the construction of this Agreement. Similarly, no weight shall be given to the relative positions of any parts or provisions in this Agreement in determining such construction. Any action to enforce this Agreement or otherwise related to this Agreement, must be brought in a court of competent jurisdiction in Kenton County, Kentucky. For purposes of such an action only, the Parties waive any defenses they might have based on personal jurisdiction. If any provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such declaration shall not affect the validity of any other provision of this Agreement.

7. ADDITIONAL DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Any additional and/or supplementary documents executed by the Parties in furtherance of the Project,

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including without limitation all construction contracts, change orders, draw requests, punch lists, etc., shall be considered addenda to this Agreement, and shall be incorporated into the Agreement as if fully rewritten.

8. AMENDMENT AND WAIVER

No modification of this Agreement shall be effective unless it is reduced to writing and properly executed by the Parties. Failure to enforce any term of condition in this Agreement shall not be deemed a waiver of that term or condition.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. This Agreement supersedes any prior written or oral agreement or understanding. All discussions and agreements previously entertained between the parties concerning the subject matter of the Agreement are merged into the Agreement. Each Party declares that its decision to execute this Agreement is not predicated on, or influenced by, any declaration or representation not contained in the four corners of this Agreement. The Parties acknowledge they are aware they may later discover material facts in addition to or different from those which they now know or believe to be true with respect to circumstances prior to the date of this Agreement and further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur, but that each finally and forever settles and releases all claims, disputes and differences referred to above, known or unknown, suspected or unsuspected, which do now exist, may exist or have existed or may arise between the Parties, and in furtherance of such intention, the release set forth herein shall be and remain in effect as a full and complete release

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notwithstanding the discovery or existence of any such additional or different facts or occurrence of such future events, circumstances, or conditions.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement in duplicate originals on separate signature pages.

**FOR THE CITY OF PARK HILLS,
KENTUCKY**

By: _____

Its: _____,
and authorized representative

**FOR THE CITY OF COVINGTON,
KENTUCKY**

By: _____

Its: _____,
and authorized representative