



OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2382
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Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

April 27, 2012

Sheri L. Neu
Boone County Executive Assistant
P.O. Box 900
Burlington, KY 41005

RE: Interlocal Cooperation Agreement: ICA 12-019: Kenton County, Boone County, Campbell County, Pendleton County, Grant County, Boone County Sheriff, Gallatin County, Kenton County Sheriff, Campbell County Sheriff, Pendleton County Sheriff, Gallatin County Sheriff, Grant County Sheriff: Law Enforcement/Police Protection

Dear Ms. Neu:

Enclosed, please find the above-executed Agreement (6 originals). The Department for Local Government (DLG) has retained a copy of the Agreement for DLG's files. This Agreement must also be filed with the Boone, Kenton, Campbell, Pendleton, Gallatin and Grant County Clerks and the Secretary of State to have force of law, as per KRS 65.290. If you have any questions or comments, please contact me at (800) 346-5606.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Andrew S. Hartley".

Andrew S. Hartley
Staff Attorney

Enclosures



An Equal Opportunity Employer M/F/D

GARY W. MOORE
County Judge/Executive
(859) 334-2242



JEFFREY S. EARLYWINE
County Administrator
(859) 334-2242

LISA H. BUERKLEY
Asst. County Administrator
(859) 334-3653

OFFICES OF THE COUNTY JUDGE/EXECUTIVE

www.BooneCountyKy.org

P.O. Box 900
Burlington, KY 41005
FAX (859) 334-3105

April 9, 2012

Commissioner Tony Wilder
Department for Local Government
10124 Capital
Center Drive, Suite 340
Frankfort, KY 40601

Re: Second Amended Interlocal Cooperation Agreements

Dear Commissioner Wilder,

Attached you will find six original copies of the Second Amended Interlocal Cooperation Agreement. I am asking that you sign each of the six originals. After signing, please mail them back to me so I'm able to provide each of the six counties with an original.

Thank you for your help in this matter. Please don't hesitate to contact me with any questions, 859-334-3571 or sneu@boonecountky.org.

Sincerely,

A handwritten signature in cursive script that reads "Sheri L. Neu".

Sheri L. Neu
Executive Assistant

SECOND AMENDED INTERLOCAL COOPERATION AGREEMENT

This Second Amended Interlocal Cooperation Agreement ("Agreement") is made and entered into by and between the County of Kenton, Kentucky, the County of Boone, Kentucky, the County of Campbell, Kentucky, the County of Pendleton, Kentucky, the County of Gallatin Kentucky, the County of Grant, Kentucky, Boone County, Kentucky, Sheriff, the Kenton County, Kentucky, Sheriff, the Campbell County, Kentucky, Sheriff, the Pendleton County, Kentucky, Sheriff, the Gallatin County Kentucky Sheriff and the Grant County Kentucky Sheriff;

WITNESSETH:

WHEREAS, the County of Kenton, Kentucky, the County of Boone, Kentucky, the County of Campbell, Kentucky, the Kenton County, Kentucky, Sheriff, the Boone County, Kentucky, Sheriff and the Campbell County, Kentucky, Sheriff, entered into an Interlocal Cooperation Agreement as executed on June 7, 10, 12 and 13, 2001 by the parties;

WHEREAS, the County of Kenton, Kentucky, the County of Boone, Kentucky, the County of Campbell, Kentucky, the County of Pendleton, the Boone County, Kentucky, Sheriff, the Kenton, Kentucky, Sheriff the Campbell County, Kentucky, Sheriff and the Pendleton County, Kentucky, Sheriff entered into a First Amended Interlocal Cooperation Agreement as executed by the parties on June 28, 2011 and July 6, 11, 15, 20, 21, 25, and 26, 2011 and which amended, restated in full and superseded the Interlocal Cooperation Agreement executed on June 7,10,12,and 13, 2001;

WHEREAS, it is the intention of the County of Kenton, Kentucky, the County of Boone, Kentucky, the County of Campbell, Kentucky, the County of Pendleton, Kentucky, the County of Gallatin Kentucky, the County of Grant, Kentucky, the Kenton County, Kentucky, Sheriff, the Boone County, Kentucky, Sheriff, the Campbell County, Kentucky, Sheriff the Pendleton County Kentucky Sheriff, the Gallatin County Kentucky Sheriff and the Grant County Kentucky Sheriff to amend and restate in full said First Amended Interlocal Cooperation Agreement executed on June 28, 2011 and July 6, 11, 15, 20, 21, 25, and 26, 2011;

WHEREAS, KRS 65.210 through 65.300, the Interlocal Cooperation Act, allows for agreements to foster interlocal cooperation, to permit local governments units to make the most efficient use of their powers by enabling them to cooperation with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities: and further allows public agencies to enter into agreements with one another for joint or cooperative action so that powers, privileges, or authorities exercised and enjoyed jointly with other public agencies;

WHEREAS, KRS 65.255 provides for cooperative action in the utilization of peace officers, and police department members, while in the performance of their duties under an interlocal agreement while outside their own jurisdiction, shall have the full power of arrest and all powers they possess in their own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in their own jurisdiction;

WHEREAS, the geographic areas of Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties are such that frequently it is necessary to cross jurisdictional boundaries in order to travel from one part of a county to another part of the same county;

WHEREAS, during the normal course of duty, travel through Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties becomes a necessity, e.g. dignitary protection originating from the Northern Kentucky/Greater Cincinnati International Airport in Boone County and traveling to and from the Kentucky State Police Crime Lab in Campbell County;

WHEREAS, there is evidence that criminal activity exists in the Greater Cincinnati/Northern Kentucky area, that such illegal activity is detrimental to the health and general welfare of the populous of the entire area, and that law enforcement can achieve its greatest impact in combating this illegal activity by way of interlocal cooperation whereby the Kenton County Police, Kenton County Sheriff's Office, Boone County Sheriff's Office, the Campbell County Police, Campbell County Sheriff's Office, Pendleton County Sheriff's Office, the Gallatin County Sheriff's Office and the Grant County Sheriff's Office jurisdictions and law enforcement powers may be exercised in each county by members of their respective departments and Sheriffs' offices. Such jurisdiction and law enforcement power may be exercised in each county by regular full-time deputies or part-time deputies that are POPS certified, sworn Kenton County Police, Kenton County Sheriff's Deputy, Boone County Sheriff's Deputy, Campbell County Police, Campbell County Sheriff's Deputy, Pendleton County Sheriff's Deputy, Gallatin County Sheriff's Deputy and Grant County Sheriff's Deputy personnel who are trained pursuant to KLEPF standards for police officers in Kentucky and shall include the authority to conduct investigations and searches, make arrests, seize property pursuant to applicable law, carry firearms, execute search and arrest warrants, deliver subpoenas and summonses issued under authority of law, and perform other law enforcement duties and activities, as directed by their respective Chief of Police and/or Sheriff, or his/her designee.

In consideration of the foregoing premises and on the following terms and conditions, Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County and the Kenton County, Kentucky, Sheriff, the Boone County, Kentucky, Sheriff, the Campbell County, Kentucky, Sheriff, the Pendleton County, Kentucky, Sheriff, the Gallatin County Kentucky Sheriff and the Grant County Kentucky Sheriff enter into and agree as follows:

1. The duration of this Agreement shall be perpetual unless sooner terminated as set forth herein; and this Agreement shall become effective when all the following have occurred:

A. This Agreement has been authorized by the Kenton County Fiscal Court, the Boone County Fiscal Court, the Campbell County Fiscal Court, the Pendleton County Fiscal Court, the Gallatin County Fiscal Court and the Grant County Fiscal Court by appropriate ordinance, resolution, or otherwise pursuant to law as set forth in KRS 65.240(2) and by the Sheriffs of Boone, Campbell, Kenton Pendleton, Gallatin and Grant Counties;

B. This Agreement has been approved by the Kentucky Department for Local Government, or upon expiration of sixty (60) days after this Agreement shall have been submitted to the Kentucky Department for Local Government for approval as set forth in KRS 65.260(2); and

C. This Agreement is filed pursuant to KRS 65.290.

2. There shall be no separate legal or administrative entity created to administer this Agreement. The Chiefs of the Kenton County Police Department, Campbell County Police Department, or their designees and the Kenton County, Kentucky, Sheriff, the Boone County, Kentucky, Sheriff, the Campbell County, Kentucky, Sheriff, the Pendleton County, Kentucky, Sheriff the Gallatin County Kentucky Sheriff and the Grant County Kentucky Sheriff or their designees, shall oversee, supervise and administer the

law enforcement activities authorized by this Agreement. The Chief and/or Sheriff of each office shall coordinate all such activities with the Chief of the County Police and/or Sheriff in which jurisdiction the activity occurs.

3. The purpose or purposes of the Agreement shall be to allow members of the Kenton County Police Department, Campbell County Police Department and the full-time members of the counties respective Sheriff's office of Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County to exercise their law enforcement powers away from their respective counties by providing additional jurisdiction to include Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties. Such police jurisdiction and law enforcement power may be exercised in Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County by regular full-time, sworn members of the Kenton County Police Department, Campbell County Police Department, Boone County Sheriff, Kenton County Sheriff, Campbell County Sheriff, Pendleton County Sheriff, the Gallatin County Sheriff and the Grant County Sheriff who have received training as required by KLEPF standards for police officers in Kentucky and shall include the authority to conduct investigations and searches, make arrests, seize property pursuant to applicable law, carry firearms execute search and arrest warrants, deliver subpoenas and summonses issued under authority of law, and perform other law enforcement duties and activities, as directed by the Chief of Police and/or Sheriff, or, his/her designee. Members of the Kenton County Police Department and Campbell Police Department and the respective Sheriffs' offices of Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties shall also cooperate with any other federal, state, or local law enforcement agency or official in any investigation, search, arrest or other law enforcement activity undertaken in Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County. While undertaking cooperation action in the utilization of peace officers, members of Kenton County Police Department and Campbell County Police Department shall have the full power of arrest and all other powers that the Kenton County Police and Campbell County Police have in their own jurisdiction. These enumerated powers, immunity, liabilities and privileges are not exclusive, and this Agreement specifically shall convey upon the members of the Kenton County Police Department and Campbell County Police Department, all powers, immunities, liabilities and privileges permitted by KRS 65.255 while they are in Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County.

4. The Fiscal Courts of Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County by and through their police departments and their respective Sheriff's offices shall finance any undertakings of its law enforcement personnel while in Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties, shall pay and provide for payment of any salaries, wages, expenses and benefits to or on behalf of any of its personnel, and shall pay the employer's share involved in any pertinent pension or plans appreciable to their law enforcement personnel.

5. Any party to this Agreement may withdraw their participation upon expiration of ninety (90) days after written notice to the other parties. Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County shall each purchase and own its own property used in conjunction with this Agreement, and therefore there are not arrangements for disposing of property upon termination of this Agreement.

6. There shall be no administrator or joint board responsible for administering the cooperation undertaking permitted by this Agreement. The Chiefs of Police of the Kenton County Police Department and Campbell County Police Department, or their designee and the six County Sheriffs, or their

designees, shall each be responsible for administering his/her respective department's part in the cooperative undertaking permitted by this Agreement, while maintaining contact and coordinating such activities with each other. Each Chief of Police and Sherriff shall report periodically to his/her respective Judge/Executive regarding the cooperative undertakings permitted by this Agreement.

7. The manner of acquiring, holding and disposing of real and personal property used in the cooperative undertaking permitted by this Agreement shall continue in the same manner as each respective police and sheriff's office acquires, holds and disposes of its separate and real property. It is not expected that Kenton, Boone, Campbell, Pendleton, Gallatin and Grant Counties acquire and hold real personal property to be used in the cooperative undertaking permitted by this Agreement. If any such real or personal property is acquired and held jointly then upon disposal, the counties involved shall each share any proceeds thereof in proportion to its contribution made upon acquisition of such property.

8. Upon approval of this agreement pursuant to appropriate action by ordinance, resolution or otherwise to law by Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County and execution by the six Sheriffs, this Agreement shall be submitted to the Kentucky Department of Local Government, who shall determine whether the Agreement is in proper form and compatible with the laws of the State.

9. This Second Amended Interlocal Agreement, amends, restates in full and supersedes that certain First Amended Interlocal Cooperation Agreement as executed on June 28, 2011 and July 6, 11, 15, 20, 21, 25, and 26, 2011 by and between the County of Kenton, Kentucky, the County of Boone, Kentucky, the County of Campbell, Kentucky, the County of Pendleton, the Kenton County, Kentucky, Sheriff, the Boone County, Kentucky, Sheriff, the Campbell County, Kentucky, Sheriff and the Pendleton County, Kentucky Sheriff.

10. Amendments to this agreement shall be effective only upon adoption by appropriate action by ordinance, resolution or otherwise pursuant to law by Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County and the participating Sheriffs, and after approved by the Kentucky Department Local Government, and upon filing pursuant to KRS 65.290.

In witness whereof, the Judge/Executives and Sheriffs of Kenton County, Boone County, Campbell County, Pendleton County, Gallatin County and Grant County subscribed their signatures in their official capacity, pursuant to appropriate action by ordinance resolution pursuant to law, on behalf of the Kenton County Fiscal Court, Boone County Fiscal Court, Campbell County Fiscal Court, Pendleton County Fiscal Court, Gallatin County Fiscal Court and Grant County Fiscal Court respectively, on the dates indicated preceding the signatures.

Date: 3-13-12

Kenton County Fiscal Court

By: Steve Arlinghaus
Steve Arlinghaus, Judge/Executive

Date: 2-21-12

Boone County Fiscal Court

By: Gary W. Moore
Gary W. Moore, Judge/Executive

Date: 2-23-12

Campbell County Fiscal Court

By: Steve Pendergast
Steve Pendergast, Judge/Executive

Date: 3-15-12

Pendleton County Fiscal Court

By: Henry W. Bertram
Henry W. Bertram, Judge/Executive

Date: 4-4-12

Gallatin County Fiscal Court

By: Ken McFarland
Ken McFarland, Judge/Executive

Date: 4-2-12

Grant County Fiscal Court

By: Darrell L. Link
Darrell L. Link, Judge/Executive

Date: 3-13-12

By: Charles L. Korzenborn
Charles Korzenborn
Kenton County Sheriff

Date: 2-17-12

By: Michael A. Helmig
Michael A. Helmig
Boone County Sheriff

Date: 2-23-12

By: John Dunn
John Dunn
Campbell County Sheriff

Date: 3-15-12

By: Charles Peoples
Charles Peoples
Pendleton County Sheriff

Date: 4-4-12

By: Josh Neale
Josh Neale
Gallatin County Sheriff

Date: 04-02-12



Chuck Dills
Grant County Sheriff

Approved as to form and compatibility with the laws of the Commonwealth of Kentucky:



Commissioner
Department for Local Government

Date