

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into this the ___day of _____202___, by and between Louisville/Jefferson County Metro Government, a Consolidated Local Government, 527 W. Jefferson Street, Louisville, KY 40202 hereinafter referred to as the “Metro” and the City of Middletown, a Home Rule Class municipal government, 11803 Old Shelbyville Road, Middletown KY 40243 herein referred to as the “Middletown”.

WHEREAS, the Middletown has its own local Alcohol Beverage Control Administrator and currently enforces ABC laws for those establishments holding a City of Middletown ABC license,

AND WHEREAS, Middletown desires to contract with Metro to take over ABC enforcement activities within the City of Middletown and Metro is able to provide such services in an efficient and economical manner,

WHEREAS, KRS 65.210 et seq governs interlocal agreements between governmental units,

NOW THEREFORE:

IT IS HEREBY AGREED AS FOLLOWS:

- (1) Metro will provide qualified alcohol beverage control enforcement officers to conduct license enforcement activities within the City of Middletown. Metro shall perform the same ABC enforcement activities that it currently conducts in Louisville Metro, including the physical inspection of licensed premises, use of decoys to enforce underage drinking, and responding to complaints about licensed premises.
- (2) Metro ABC enforcement officers shall at all times during patrols remain under the sole direction, jurisdiction and control of the Metro and Middletown shall not have authority of any kind to direct, supervise or otherwise control said police officers, nor shall such ABC officers be considered officers, agents, or employees of Middletown for any purpose

whatsoever. Said ABC enforcement officers shall conduct themselves at all times during such patrol in accordance with and pursuant to applicable state law, Metro's current standard Operating Procedures Manual and any other policies or directive of Metro. Middletown, through its ABC Administrator, shall have authority to direct to Metro complaints relating to licensure and ABC enforcement issues. For any enforcement proceedings, Middletown and Metro may use either Middletown's or Metro's ABC hearing facilities.

- (3) For services of Metro in providing ABC enforcement services under the terms and conditions set forth herein, Middletown agrees to pay Metro one half of all fines collected from any violations of ABC laws by Middletown license holders. Payment by Middletown shall be made within 30 days of a fine being paid to Middletown.
- (4) The parties hereto may amend the rate of compensation set forth in this agreement either by actual amendment to the agreement or by letter of agreement approved by the respective parties' governmental bodies.
- (5) It is expressly understood and agreed that all ABC enforcement officers provided by Metro pursuant to this Agreement are employees of Metro and are acting only in such capacity and pursuant to their authority as Louisville Metro ABC enforcement officers and for no other purpose.
- (6) This Agreement shall be effective the first day of the month following: (1) the approval of this Agreement, by resolution, motion or otherwise, by the legislative body of Middletown and the proper authority of Metro as required by KRS 65.240 and (2) the receipt of the notice of approval of this agreement from the department for Local Government as required by KRS 65.260.

- (7) The duration of this Agreement shall be one year from the date first stated above. Thereafter, this Agreement will automatically renew for one (1) year periods unless thirty (30) day written notice of cancellation is given by the terminating party to the non-terminating party.
- (8) This agreement may be terminated for any reason by either party during the term of the Agreement on thirty (30) day written notice to the non-terminating party.
- (9) Services will be as-needed only for the compensation as set out herein. Pursuant to KRS 65.250, the parties state: (1) that there is no real or personal property acquired, held and disposed of during the term of this Agreement; (2) since there is no real or personal property acquired, held and disposed of through this Agreement and services will be as-needed and compensated by splitting the ABC fines collected from license holders in Middletown, there is no budget to be established or maintained, (3) Louisville Metro is a participating entity with the Kentucky Public Pensions Authority, the pension plan contribution payments are being made for all ABC enforcement staff, and there will be no impact to Kentucky Public Pensions Authority, (4) since there is no real or personal property acquired, held and disposed of through this Agreement, it is not necessary to have a method for dispossession of property upon termination of the Agreement.
- (10) This agreement contains the entire agreement between the parties and no other prior representations, promise or covenants, whether written or oral, not specifically mentioned herein, shall be binding upon the parties.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: _____

DATE : _____

CITY OF MIDDLETOWN

BY _____
MAYOR

DATE: _____

HAVE SEEN AND AGREED:

COMMONWEALTH OF KENTUCKY
DEPARTMENT FOR LOCAL GOVERNMENT

BY: _____

DATE: _____