

ORDINANCE 2021-16

AN ORDINANCE OF THE CITY OF CRESCENT SPRINGS, KENTUCKY, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF VILLA HILLS TO AMEND THE POLICE SERVICES CONTRACT TO ADD COMPENSATION FOR A 15TH OFFICER AND TO COVER PAID TIME OFF LIABILITIES.

WHEREAS, the City of Crescent Springs, Kentucky, authorized the Mayor to execute an Interlocal Agreement between the Cities of Villa Hills and Crescent Springs, in Kenton County Kentucky, regarding police services (“Interlocal Agreement”), in Municipal Order 2017-14, passed January 8, 2018; and

WHEREAS, the City of Crescent Springs, Kentucky, authorized the Mayor to execute an Interlocal Agreement between the Cities of Villa Hills and Crescent Springs, in Kenton County Kentucky, to extend the length of the contract to June 30, 2030 (“Extension Agreement”), in Ordinance 2020-5, passed June 18, 2020; and


WHEREAS, the parties are desirous of adding an additional officer pursuant to section 3.13 of the agreement and that compensation shall be otherwise agreed as stipulated below; and

WHEREAS, members of City Council have reviewed the proposed Amended Interlocal Agreement and have concluded that approval of the Second Amended Interlocal Agreement is in the best interest of the residents of the City of Crescent Springs, Kentucky;

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRESCENT SPRINGS, KENTUCKY, that the Mayor is hereby authorized to execute on behalf of the City the Second Amended Interlocal Agreement with the City of Villa Hills, Kentucky, to provide for a 15th police officer and make provisions for the payment of Paid Time Off liability that results from the staffing needed to fulfill this contract. A copy of said Amended Interlocal Agreement appears as Exhibit “A” and is subject to begin January 1, 2022, subject to the approval of the City of Villa Hills, Kentucky, and the Attorney General or Department of Local Government.

CITY OF CRESCENT SPRINGS,
KENTUCKY

BY: 
JUSTIN HARTFIEL, Mayor

ATTEST:

April C. Robinson, City Clerk/Treasurer

Date of First Reading: October 25, 2021
Date of Second Reading and Enactment: November 1, 2021

**SECOND AMENDED INTERLOCAL AGREEMENT
BETWEEN
THE CITIES OF VILLA HILLS AND CRESCENT SPRINGS
IN KENTON COUNTY, KENTUCKY,
REGARDING POLICE SERVICES**

This Agreement is pursuant to the authority of the Interlocal Cooperation Act (K.R.S. 65.210 to 65.300) and K.R.S. 65.760(2); and it is by and between:

1. The City of Villa Hills, a Home Rule City in Kenton County, Kentucky, which shall Hereinafter be identified and referred to as “Villa Hills” and
2. The City of Crescent Springs, a Home Rule City in Kenton County, Kentucky, which shall hereinafter be identified and referred to as “Crescent Springs”.

WHEREAS, The Villa Hills’ Police Department include trained personnel who are POPS certified and accredited with the Kentucky Association of Chiefs of Police; and

WHEREAS, Crescent Springs desires to provide to its citizens Police Services and to use the services of Villa Hills in Crescent Springs; and

WHEREAS, in 2018 Crescent Springs adopted Ordinance No. 2017-14, by which Crescent Springs entered into an Interlocal Agreement with Villa Hills, who agreed to provide police services to Crescent Springs; and

WHEREAS, in 2020 Crescent Springs and Villa Hills amended the Interlocal Agreement to extend the term of the agreement to June 30, 2030; and

WHEREAS, as part of the Interlocal Agreement, Villa Hills committed to hire five additional police officers for a total force of thirteen officers, and additional equipment; and

WHEREAS, Villa Hills by separate agreement with the Kenton County Board of Education hired a 14th officer to provide School Resource Officer services to River Ridge Elementary School; and

WHEREAS, Crescent Springs and Villa Hills have concluded that it would be more fiscally responsible and a better use of the resources of each of them for Villa Hills to provide police services to Crescent Springs, and the residents, population, and inhabitants thereof pursuant to the provisions of this agreement; and

WHEREAS, KRS 65.255 provides that police department members acting in the performance of their duties outside their own city pursuant to an interlocal agreement shall have the full powers of arrest and all powers they possess in their own city and shall have the same immunities and privileges as if the duties were performed in their own city;

WHEREAS, both cities agree it is in the best interests of their citizens to amend the Interlocal Agreement to add an additional officer and resolve the issue of unfunded Paid Time Off Liability for officers pursuant to the Villa Hills Personnel Policies;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, Villa Hills and Crescent Springs hereby agree to amend the interlocal agreement as follows: new subparagraphs to Section 3.0 **Compensation** are added as follows:

3.18 In addition to the previously described payments to Villa Hills by Crescent Springs pursuant to sub paragraph 3.1 through 3.12 hereof, the City of Crescent Springs agrees to split the cost of a 15th officer with the City of Villa Hills by paying \$28,500 divided into six monthly payments effective January 1, 2022 until June 30, 2022 and agrees to pay \$57,000 divided into twelve monthly payments for the fiscal year beginning July 1, 2022 and an amount every fiscal year thereafter to cover half the cost of salaries, benefits, uniforms and equipment of a 15th officer until the expiration of this agreement. The annual amount for any upcoming fiscal year shall be reviewed by the Villa Hills Safety Committee and relayed to the City of Crescent Springs no later than March 1st of each year. Nothing in this sub paragraph shall be construed to prevent the addition of additional officers pursuant to sub paragraph 3.13.

3.19 In addition to the previously described payments to Villa Hills by Crescent Springs pursuant to sub paragraph 3.1 through 3.12 and 3.18 hereof the City of Crescent Springs agrees offset the Paid Time Off liability that results from the hiring of officers for the contract by paying the City of Villa Hills an additional \$5,400 divided into monthly payments for the fiscal years beginning July 1, 2022 and July 1, 2023 and in every fiscal year thereafter an amount equal to 36.7% of the change in accrued Paid Time Off liability attributable to the whole police department until the expiration of this agreement. The annual amount for any upcoming fiscal year shall be reviewed by the Villa Hills Safety Committee and relayed to the City of Crescent Springs no later than March 1st of each year.

IN WITNESS WHEREOF, this Amendment to the Agreement has been signed by **Heather Jansen**, as Mayor of the City of Villa Hills, and **Justin Hartfiel**, as Mayor of the City of Crescent Springs, on the date opposite their respective names, pursuant to the authority of their respective Councils.

CITY OF VILLA HILLS

CITY OF CRESCENT SPRINGS

BY: 
HEATHER JANSEN, MAYOR

BY: 
JUSTIN HARTFIEL, MAYOR

Date: 11/1/2021

Date: 11/1/2021