

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

Caucus Meeting Date	1-19-21
Legislative Meeting Date	1-26-21
Order <input type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input checked="" type="checkbox"/>

Division/Department Head Signature
Tom West

Responsible Staff Person
Tom West

Specific Nature of Request
Jill Morenz of Catalytic Fund is requesting 5 minutes to present the Commission with an update about the organization's scavenger hunt activity. The requested presentation is for the 1/19/21 Legislative meeting. 26

Description of Request Including Background Information if Relevant
Jill will have a few slides to include in her presentation.

Company/Entity (if multiple, list all)
Catalytic Fund

SIGNING ORDER

Value/Cost
N/A

1. LEGAL DEPARTMENT REPRESENTATIVE _____ DATE _____

Funding Source Including Account No.
N/A

2. FINANCE DEPARTMENT REPRESENTATIVE _____ DATE _____

Copy of Contract Attached?
N/A

3. CITY MANAGER _____ DATE _____

Payment Terms
N/A

NOTES
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

Margaret M. Nyhan

From: Scott, Kristin <kristin.scott@nkadd.org>
Sent: Wednesday, December 23, 2020 10:39 AM
To: ccleves@bellevueky.org; mdenham@cityofbromley.com; Joseph Meyer; Crescent Springs - Robinson, April; greg.brockman@cdrky.org; lenhof@cityofelsmere.com; Fette, Jessica; Stinson, Ron; Whalen, Diane; Moriconi, Chris; jboone@ludlow.org; melbourne@mw.twcbc.com; kzembrodt@parkhillsky.net; Fields, David; Hamberg, Jim; dbell@taylormillky.gov; Plummer, David; Brown, Gabe; Skinner, Rick; Ronbarth66@gmail.com
Cc: Bellevue - Scott, Mary; Janet Gardiner; Margaret M. Nyhan; Megan Simpson; Elsmere - Etzell, Misty; Erlanger - Hoffman, Sherry; Falmouth - Williams, Ramona; melissa.kramer@florence-ky.gov; Independence - Gabbard, Gina; Ludlow - Sparks, Laurie; Angela Ross (melbourne@mw.twcbc.com); Park Hills - Alig, Julie; Marianne Roseberry; Southgate - Barton, Brandi; Taylor Mill - Webb, Kristy; Union - Everman, Christy; Walton - Stevenson, Sharon; Williamstown - Link, Vivian; Alex Bramel
Subject: RE: NKREA Enforcement Committee Resolution
Attachments: NKREA 2021 Current Board Bio.pdf; 2020_Appointment resolution .docx

Good morning Authority Board,
Attached is the NKREA Enforcement Committee Appointment Resolution that will need to be approved, signed and returned by January 18, 2021.
Please let me know if you have any questions.
Thank you,
Kristin Scott

From: Scott, Kristin
Sent: Monday, December 7, 2020 2:56 PM
Subject: NKREA Enforcement Committee Ballot Vote

Good afternoon Authority Board,

According to the NKREA Authority Board by laws,
Article X – Voting
Section 3 – “If a vote by mail is determined necessary all members should be sent a printed ballot containing information regarding the requested vote, space for a vote, and a space for their signature. A written result of the vote will be mailed to all members after the vote is tallied. A member will be given 15 days after the mailing date, of the results, to appeal the decision of the vote. After the 15 day period, the result of the vote will become an official record of the Authority.”

Ballots have been collected and the majority of the Authority Board voted in favor of the ballot panel as written. **NEW MEMBER - JACK WESTWOOD / KENTON CO and RE-APPOINTMENT - MARCUS CAREY, ROBERT F. GREENE, DARRYL CUMMINS, ROBERT SANDERS, TOM QUIRK, and BRYCE C. RHOADES.** Please accept this email as your written result of the NKREA Enforcement Committee ballot vote. After 15 days (December 22, 2020), I will send out the Resolution for each jurisdiction to approve.

NKREA By Laws

Article VII – Committees

Section 1 – “The Northern Kentucky Regional Ethics Authority (Authority) is expressly authorized to establish and select the membership that will serve on the Northern Kentucky Ethics Enforcement Committee (Committee). Each member of

the Board of Directors of the Authority shall have a voice in selecting the members to serve on the Enforcement Committee. The appointments shall be made by members of the Authority; and shall pass with a majority vote of the Authority membership. No member of the Committee shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with any local government that is party to this agreement. The persons chosen to serve on this Committee shall serve in this position for a period of two years, and may be reappointed for any number of consecutive terms. All members of the Committee shall serve without compensation, but shall be reimbursed for all necessary and reasonable expenses.

The Northern Kentucky Ethics Enforcement Committee is expressly authorized to perform all activities necessary to ensure the comprehensive enforcement of the ethics ordinances enacted by the signatories to the Interlocal Agreement and imposed by the Interlocal Agreement.”

Please let me know if you have any questions.

Thank you,
Kristin Scott
NKREA Staff

Kristin Scott

Community Development Specialist

Northern Kentucky Area Development District

phone: 859.283.8184 | fax: 859.283.8178

nkadd.org | [Facebook](#) | [LinkedIn](#) | [YouTube](#)

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Enforcement Committee Bios

Marcus Carey (Chair)

Mr. Carey lives in Sparta (Owen County). He is an attorney in private practice with his law office in Erlanger. In addition, Mr. Carey operates a farm and is a radio talk show host and blogger. He has served in various positions in both the local and state bar associations, including the Kentucky Bar Association's Ethics Committee and the Northern Kentucky Bar Association's Professionalism Committee. He has also served in leadership within local and state civic/political organizations and is a past candidate for Congress and the Kentucky Supreme Court. Mr. Carey is currently the Chairperson of the Enforcement Committee.

Robert F. Greene (Vice Chair)

Mr. Greene lives in Burlington (Boone County). He is an attorney in private practice. He earned his law degree from the University of Cincinnati. He is the former Chief District Court Judge for the 54th Judicial District and is a retired US Army Colonel having served in various posts in the Judge-Advocate Corps. He has also held positions in various civic, professional, or religious organizations. Mr. Greene currently serves as the Vice-Chairman of the Enforcement Committee.

Darryl Cummins

Mr. Cummins lives in Williamstown (Grant County). He is the Athletic Director at Williamstown Schools. He has an Associate's Degree from Lexington Community College and is a former dental lab technician. Mr. Cummins has been nominated by Williamstown Mayor Rick Skinner.

Tom Quirk

Mr. Quirk lives in Bellevue (Campbell County). He is the lead security operation engineer for a Cincinnati IT firm. He earned a Bachelor's degree from Beckfield College and has numerous IT related certifications. A former U.S. Marine, he is also a member of the FBI InfraGard program. He also serves on the Campbell County Cable Board. Mr. Quirk has been nominated by Bellevue Mayor Ed Riehl.

Robert Sanders

Mr. Sanders lives in Fort Mitchell (Kenton County). He has a J.D. from the University of Cincinnati College of Law. Mr. Sanders is a trial attorney and the founder and managing partner of The Sanders Law Firm, PSC. Mr. Sanders is the author of numerous articles published in law reviews and professional journal; he frequently speaks at continuing legal education programs for legal associations throughout America and educational seminars for businesses; and he served as an Adjunct Professor of Law at The Salmon P. Chase College of Law for over 15 years. Mr. Sanders is a Past President of the Kentucky Justice Association, and of the Salmon P. Chase American Inn of Court. He is a past member of the Board of Governors of the American Association for Justice and a current member of the Board of Governors of the Kentucky Justice Association. He has chaired the Legislative Committee of the Kentucky Justice Association and the Inter-professional Relations Committee of the Northern Kentucky Bar Association. He serves on the Board of Directors and as legal counsel for a number of charitable and civil organizations.

Bryce C. Rhoades

Mr. Rhoades lives in Covington (Kenton County). He has a J.D. from Salmon P. Chase College of Law and is attorney at Adams, Stegner, Woltermann & Dusing, PLLC. Mr. Rhoades was previously the Assistant City Solicitor for the City of Covington and Law Clerk for Justice Wil Schroder on the Supreme Court of Kentucky. Mr. Rhoades is also an active volunteer in the community and currently serves as volunteer at John G. Carlisle Elementary School and for the Housing Opportunities of Northern Kentucky and serves on the Board of Directors for Neighborhood Investment Partners, Inc.

Jack Westwood

Senator Westwood lives in Erlanger (Kenton County). He received his B.A. in English from the University of Kentucky in 1966 and his M.A. in Education from Northern Kentucky University in 1980. Kentucky's 23rd District was represented by Senator Westwood from January 1997 to December 2012. In 2013, he worked as a Regional Policy Analyst for The Family Foundation of Kentucky and in 2017 became the Education Director for Leaders Edge KY, Inc., bringing him back to the Northern Ky area. Senator Westwood has spent his life serving the citizens in Kentucky and is looking forward to serving as a member of the NKREA Enforcement Committee.

COMMISSIONERS' ORDER NO. _____

AN ORDER ACCEPTING THE REAPPOINTMENT OF MARCUS CAREY, ROBERT F. GREENE, DARRYL CUMMINS, ROBERT SANDERS, TOM QUIRK, AND BRYCE C. RHOADES AND THE APPOINTMENT OF JACK WESTWOOD AS MEMBERS OF THE NORTHERN KENTUCKY REGIONAL ETHICS AUTHORITY ENFORCEMENT COMMITTEE FOR A TWO-YEAR TERM, COMMENCING FEBRUARY 1, 2021 AND EXPIRING ON JANUARY 31, 2023.

* * * *

WHEREAS, Ordinance No. O-xx-xx (as amended) established a code of ethical conduct applicable to the officers and employees of the City of Covington and its agencies; and

WHEREAS, the City of Covington entered into an interlocal agreement to join the Northern Kentucky Regional Ethics Authority (NKREA) to implement said Code of Ethics; and

WHEREAS, Article III(A) of the Interlocal gives the NKREA Authority Board the authorization to select members of the NKREA Enforcement Committee subject to the approval of each member jurisdiction's relevant legislative body; and

WHEREAS, at the NKREA's Annual Meeting held October 13, 2020, the Authority Board re-nominated Marcus Carey, Robert F. Greene, Darryl Cummins, Robert Sanders, Tom Quirk and Bryce Rhoades to each serve a two-year term on the NKREA Enforcement Committee; and

WHEREAS, NKREA Enforcement Committee Member Wesley Williams resigned and Jack Westwood was appointed by the NKREA Authority Board to fill Wesley Williams' term.

NOW THEREFORE,
BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COVINGTON,
KENTON COUNTY, KENTUCKY:

Section 1

That the Board of Commissioners hereby approves the appointment of Marcus Carey, Robert F. Greene, Darryl Cummins, Robert Sanders, Tom Quirk, Bryce Rhoades and Jack Westwood as members of the NKREA Enforcement Committee for a two-year term commencing on February 1, 2021 and expiring on January 31, 2023.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.

MAYOR

ATTEST:

CITY CLERK

Passed: _____

CITY OF COVINGTON

AGENDA ITEM REQUEST FORM

Caucus Meeting Date	2/2/2022
Legislative Meeting Date	2/9/2022
Order <input checked="" type="checkbox"/>	Ordinance <input type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input type="checkbox"/>

Division/Department Head Signature


Responsible Staff Person
Chief Robert C. Nader

Specific Nature of Request
Annual renewal of the retiree hiring contracts, in accordance with KRS 95.022, of James Donaldson and Corey Warner. They will continue as Patrol Officers Grade VI.

Description of Request Including Background Information if Relevant
We are currently staffed at 112 of the 114 officers authorized.

Company/Entity (if multiple, list all)

Value/Cost

Funding Source Including Account No.

Copy of Contract Attached?

Payment Terms

NOTES
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

SIGNING ORDER

- | | | | |
|--------------------------------------|-------|------|-------|
| 1. LEGAL DEPARTMENT REPRESENTATIVE | _____ | DATE | _____ |
| 2. FINANCE DEPARTMENT REPRESENTATIVE | _____ | DATE | _____ |
| 3. CITY MANAGER | _____ | DATE | _____ |

CONTRACT PEACE OFFICER AGREEMENT

This Contract Peace Officer Agreement (hereinafter referred to as "Agreement") is entered into on this 1st day of March, 2021, by and between the City of Covington (hereinafter referred to as "City"), a Kentucky municipality of the home rule class, having an official address of: 20 W. Pike Street, Covington, Kentucky, 41011 and James Donaldson (hereinafter referred to as "Contract Officer"), having an address of: 3447 Sunbrite Dr, Covington, KY 41015.

WHEREAS, the City desires to retain the professional services of a Contract Officer, specifically for work as a Certified Peace Officer as defined and determined by the Kentucky Law Enforcement Council (KLEC); and

WHEREAS, the Contract Officer is a retired peace officer who is eligible to be hired by the City pursuant to the provisions of KRS 95.022;

NOW, THEREFORE, the parties do herein agree as follows:

1. ACKNOWLEDGEMENTS

- 1.1. Contract Officer acknowledges that he/she has read and is familiar with the provisions of KRS 95.022 relating to contract employment by cities of police officers who have retired under the Kentucky Retirement System, County Employees Retirement System, or the State Police Retirement System, and who wish to provide services to the City of Covington pursuant to said statute.
- 1.2. Contract Officer acknowledges that he/she retired under the Kentucky Retirement System, County Employees Retirement System, or State Police Retirement System.
- 1.3. Contract Officer acknowledges that he/she participated in the Law Enforcement Foundation Program fund under KRS 15.410 to 15.510, or retired as a commissioned officer pursuant to K.RS Chapter 16.
- 1.4. Contract Officer acknowledges that he/she retired with at least twenty (20) years of service credit.

- 1.5. Contract Officer acknowledges that he/she has been separated from service for the period required by KRS 61.637 so that his/her retirement is not voided.
- 1.6. Contract Officer acknowledges that he/she retired with no administrative charges pending.
- 1.7. Contract Officer and the City acknowledge that the Officer retired with no pre-existing agreement between him/her and the City prior to his/her retirement to return to work for the City.
- 1.8. This Agreement shall be effective beginning on: 3/1/2021.
- 1.9. The City agrees to retain the Contract Officer, and the Contract Officer agrees to provide services to the City, for a period up to and ending: 2/28/2022.
- 1.10. This Agreement shall thereafter be renewable annually for a one (1) year term at the discretion of the City, and upon approval of the Kentucky Retirement System and other state agencies as may be required under the program. A decision not to renew this Agreement term shall not be considered a disciplinary action or deprivation subject to due process.
- 1.11. The Contract Officer will provide services as a Police Officer according to the Covington Police Department Policies and Procedures Manual as it may apply, the general City of Covington Employee Handbook, and all applicable employment policies of the City. The Contract Officer's job description is attached to this Agreement as "Exhibit A", and is incorporated herein in full by reference.
- 1.12. The Contract Employee shall receive compensation at the following rate: _____

\$65,289.43

The Contract Employee acknowledges that retirement caused a break in service, resetting the anniversary date and eligibility for longevity pay pursuant to Article 23 of the Working Agreement by and between the City of Covington and Fraternal Order of Police Covington Lodge No. 1. Therefore, the compensation rate listed above shall not contain longevity pay until the Contract Employee has completed three years of continuous service based on the rehiring anniversary date.

- 1.13. The Contract Officer shall be contracted based upon need as determined by the City.

1.14 The Contract Officer is being contracted with pursuant to KRS 95.022, and therefore shall not be eligible to receive health insurance coverage through the City. The Contract Officer shall continue to receive all retirement and health insurance benefits to which he/she was entitled upon retiring in the applicable system administered by Kentucky Retirement Systems.

1.15 The City shall not pay any employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems, nor pay any insurance contributions to the state health insurance plan.

1.16 The City may, at its option, provide other benefits to the Officer by allowing him/her to participate in such plans. The following plans have been approved for participation by the Contract Officer during the term of this Agreement:

N/A

1.17 This Agreement may be terminated by either party on the following terms: The Contract Officer may terminate this Agreement by giving fourteen (14) days' written notice of termination to the City. The City may terminate this Agreement at any time by giving immediate written notice of termination to the Contract Officer. Termination pursuant to this section shall not prejudice any other remedy that either party may have either at law or in equity.

1.18 If this Agreement is terminated prior to the completion of the term of the Agreement, the City will *only* pay benefits, including but not limited to any accrued leave time if the Contract Officer was permitted to participate in said benefit program, to the Contract Officer to the extent allowed under the City's general Personnel Policies which apply to an employed Police Officer of the City. Further, the parties herein agree that no prorated payment of compensation shall be made for any services not completed, or for remainder of a term which may be unexpired under this Agreement.

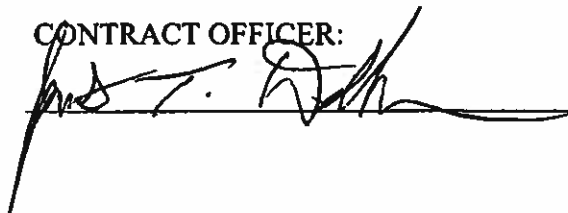
1.19 The Parties agree that the Contract Officer shall in no event be entitled to any rights of continuation of services beyond the term of this Agreement. The Contract Officer shall have no expectations of employment after the term of the Agreement. The Agreement may not be extended by any person without the written consent of the City.

- 1.20 Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by first class U.S. mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may adopt a new address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) business days after mailing.
- 1.21 This Agreement supersedes all other oral and written agreements between the parties with respect to this Agreement, and this Agreement contains all of the covenants and agreements between the parties with respect to this subject matter.
- 1.22 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- 1.23 Neither this Agreement nor any duties or obligations hereunder shall be assigned by the Contract Officer.
- 1.24 This Agreement may only be amended by the mutual agreement of the parties hereto in writing.
- 1.25 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

CITY OF COVINGTON:

Mayor

CONTRACT OFFICER:



Attest: _____
Margaret M. Nyhan, City Clerk

CONTRACT PEACE OFFICER AGREEMENT

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WHEREAS, the City desires to retain the professional services of a Contract Officer, specifically for work as a Certified Peace Officer as defined and determined by the Kentucky Law Enforcement Council (KLEC); and

WHEREAS, the Contract Officer is a retired peace officer who is eligible to be hired by the City pursuant to the provisions of KRS 95.022;

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N/A

1.17 This Agreement may be terminated by either party on the following terms: The Contract Officer may terminate this Agreement by giving fourteen (14) days' written notice of termination to the City. The City may terminate this Agreement at any time by giving immediate written notice of termination to the Contract Officer. Termination pursuant to this section shall not prejudice any other remedy that either party may have either at law or in equity.

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- 1.23 Neither this Agreement nor any duties or obligations hereunder shall be assigned by the Contract Officer.
- 1.24 This Agreement may only be amended by the mutual agreement of the parties hereto in writing.
- 1.25 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

CITY OF COVINGTON:

Mayor

CONTRACT OFFICER:

CJ. Wick 0336

Attest: _____
Margaret M. Nyhan, City Clerk