

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: _____

COMMISSIONERS' ORDER NO. _____

AN ORDER AUTHORIZING A ONE-YEAR RENEWAL OF THE HIRING CONTRACTS OF JAMES DONALDSON AND COREY WARNER AS PATROL OFFICERS GRADE VI WITH THE COVINGTON POLICE DEPARTMENT PURSUANT TO KRS 95.022.

* * * *

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 authorizes a one-year renewal of the hiring contracts of James Donaldson and Corey Warner as Patrol Officers Grade VI with the Covington Police Department pursuant to KRS 95.022.

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: _____

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.

1.14 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.

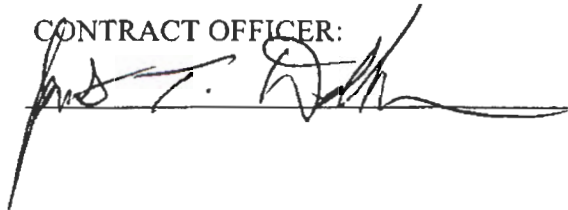
1.19 The Parties agree that the Contract Officer shall in no event be entitled to any rights of continuation of services beyond the term of this Agreement. The Contract Officer shall have no expectations of employment after the term of the Agreement. The Agreement may not be extended by any person without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

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 Corey J Warner (hereinafter referred to as "Contract Officer"), having an address of: 10874 Griststone Circle Independence, KY 41051.

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.
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- 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.

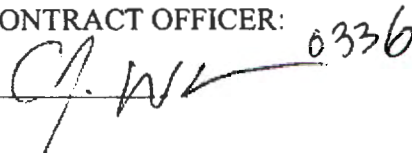
1.19 The Parties agree that the Contract Officer shall in no event be entitled to any rights of continuation of services beyond the term of this Agreement. The Contract Officer shall have no expectations of employment after the term of the Agreement. The Agreement may not be extended by any person without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

COMMISSIONERS' RESOLUTION NO. _____

A RESOLUTION ENCOURAGING REGIONAL BOARDS TO TAKE STEPS TO PROMOTE DIVERSITY AND INCLUSIVENESS IN THE RECRUITING OF ITS BOARD MEMBERS TO REFLECT THE ACTUAL PROFILE OF THE POPULATION OF NORTHERN KENTUCKY.

* * * *

WHEREAS, the roots of bias and inequity in public sector services are long-standing, complex and real; and

WHEREAS, effective government agencies today have focused its efforts to promote fairness, equity and inclusiveness, not only in how it serves the public with the programs under its stewardship, but also extending these same efforts in recruiting members to its governing body that actually reflects the demographic of the population it serves; and

WHEREAS, the City of Covington has been a leader in northern Kentucky in promoting the importance of having diversity and inclusion serve as important underlying principles of effective and good government; and

WHEREAS, the City of Covington believes that actions using these principles show the actual commitment to these foundational principles; and

WHEREAS, the City of Covington was one of the first cities in the Commonwealth of Kentucky to pass a fairness ordinance extending protections from discrimination to the LGBTQ citizens and employees within the City; and

WHEREAS, the City of Covington enthusiastically embraced the opportunity to partner with the cities of Erlanger and Independence to honor the spirit of Rev. Martin Luther King, Jr. by co-hosting a memorial program on the Rev. Martin Luther King, Jr. federal holiday; and

WHEREAS, the City of Covington recognizes that the demographic profile of the City includes men and women of all races, with different faith affiliations, with different sexual orientations, with different ethnic backgrounds and with different economic means. With all of our citizens, living and working together, with their different backgrounds, have contributed to the energy and vibrancy found in Covington today; and

WHEREAS, our citizens have used these principles to elect to the City Commission the most diverse representation, reflecting the make-up of our City's population, to serve as its public stewards; and

WHEREAS, the City of Covington appreciates the importance of promoting ethical behavior with its public servants and setting expectations of ethical behavior, but it also recognizes that what ethics is may be viewed differently from people of different backgrounds and experiences.

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

Section 1

That the Board of Commissioners of the City of Covington strongly encourages that the NKREA, as well as all of the regional boards and committees serving northern Kentucky, take the same focus that the City took and promote diversity and inclusiveness in the recruiting of its board members to reflect the actual profile of the population of northern Kentucky. Recognizing that having board membership that actually reflects such diversity helps provide richer public policy discussion, leads to challenging and enlightened public decisions and promotes public trust and credibility between the NKREA and ALL the citizens in northern Kentucky.

Section 2

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

MAYOR

ATTEST:

CITY CLERK

Passed: _____