

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ERLANGER KENTUCKY,
CITY OF ELSMERE KENTUCKY, AND ERLANGER ELSMERE SCHOOL DISTRICT
REGARDING SCHOOL RESOURCE OFFICERS**

This Agreement is entered by and between the city of Erlanger, (hereinafter “Erlanger”) in the County of Kenton, in the Commonwealth of Kentucky, the city of Elsmere, (hereinafter “Elsmere”) in the County of Kenton, in the Commonwealth of Kentucky and the Erlanger-Elsmere (hereinafter “School”) School District in the county of Kenton, in the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, KRS 65.210 through 65.300, of the Interlocal Cooperation Act, allows for agreements to foster interlocal cooperation, to permit local government units to make the most efficient use of their powers by enabling them to cooperate 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 or capable of exercise by a public agency of this state, may be exercised and enjoyed jointly with other public agencies; and,

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; and

WHEREAS, the student population of the School is composed of residents of the cities of Elsmere and Erlanger; and

WHEREAS, the legislative and executive authorities of Elsmere and Erlanger have concluded that the presence of a police officer at the School(s), with the responsibilities and duties described herein, and the title of School Resource Officer (hereinafter “SRO”), during the times that the schools are in session and/or there are extracurricular activities at the School(s) would be beneficial to the health, safety and welfare of their respective residents who are included in the student population of the School, as well as that of their parents, custodians and guardians;

NOW, THEREFORE, IT IS AGREED that Erlanger, Elsmere, and the School, shall jointly adopt this Interlocal Agreement as follows:

Section 1.0 Staffing of Schools

- Lloyd High School- (1) Erlanger SRO
- Tichenor Middle School- (1) Erlanger SRO
- Lindeman Elementary- (1) Erlanger SRO
- Miles Elementary- (1) Erlanger SRO
- Arnett Elementary- (1) Elsmere SRO
- Howell Elementary- (1) Elsmere SRO

Section 2.0 Time Period of Agreement

The initial period during which this agreement shall be effective shall be the fiscal years of the cities ending on June 30, 2023; during which time this agreement may not be unilaterally terminated by either Elsmere, Erlanger, or the School; and it may only be terminated by the mutual written agreement of Elsmere, Erlanger, and the School. Thereafter, this agreement shall continue in effect until it is terminated by either the mutual written agreement of Elsmere, Erlanger and the School, or the unilateral termination of it by either Elsmere, Erlanger or the School, through a written notice of that termination that is: (a) provided to all of the others no later than the last day of March; and (b) is effective at midnight on the last day of June of that same calendar year.

Section 3.0 Services provided by SRO

While this agreement is effective, the School shall allow and Elsmere and Erlanger shall provide and pay for the presence of police officers at the schools enumerated in Section 1.0, who shall hereinafter be identified and referred to as School Resource Officers (“SRO”), with the qualifications, responsibilities and duties described herein, and the title of School Resource Officer, during the period of time beginning with and including the first day of the published School calendar and ending with and including the last day of the published School calendar for that school year, during the hours while the schools are in session and also when there are extracurricular activities sanctioned by the School and provided either at any of the schools within the School district, or elsewhere, but only when those extracurricular activities are approved by either the Erlanger or Elsmere Police Chief; provided, however, that: (a) the number of hours worked by that police officer in any fiscal year shall be based on 1800 hours. Additionally Erlanger and Elsmere shall pay the costs and expenses of: (a) outfitting the SRO; and (b) providing him or her with a marked Police cruiser and the fuel and maintenance for it; and (c) all overtime of the SRO; and (d) continuing training for the SRO to maintain certification pursuant to K.R.S. 15.580 – 15.404; and (e) all taxes in regard to the employment of the SRO, such as unemployment and Medicare taxes; and (f) all required contributions to the County Employees Retirement System in regard to the employment of the SRO; and (g) all premiums and other expenses for the inclusion of the SRO within the Erlanger and Elsmere liability and workers compensation policies.

Section 4.0 Compensation

As compensation for the Elsmere and Erlanger services provided pursuant to the provisions of the immediately preceding Section 3.0 and all other provisions of this Inter-local Agreement, Erlanger, Elsmere and the School agree to pay one-third (1/3) of the cost of each SRO, with Erlanger and Elsmere submitting an invoice at the end of each fiscal year, and Erlanger, Elsmere and the School paying their one-third (1/3) share within twenty (20) days of receiving the invoice.

Section 5.0 SRO Supervision

The SRO’s shall be subject to the direct administration, supervision, and control of their respective agencies. Neither, the School, Erlanger or Elsmere shall exercise any authority over an SRO that is not employed directly by it; and all complaints about the performance or non-performance of the duties of the SRO by the School, Elsmere or Erlanger shall be directed only to the Police Chief or City Administrator of the employing agency.

Section 6.0 Insurance and Indemnification

Although, Elsmere and Erlanger shall cause each of their SRO's to be insured against all legal liability for acts and omissions as the SRO, the same as other Erlanger and Elsmere employees; neither Elsmere nor Erlanger shall indemnify or hold the School or other City harmless from any such legal liability.

Section 7.0 Standard Contract Provisions

7.1 Governing Law

This Agreement shall be interpreted, construed, and enforced according to the laws of Kentucky.

7.2 Assignment

This Agreement may not be assigned by either Elsmere, the School, or Erlanger.

7.3 Amendment

This Agreement may not be amended by any means other than a written agreement signed by Elsmere, The School, Erlanger, and all other funding participants.

7.4 Entire Agreement

This Agreement constitutes the entire agreement and understanding between Elsmere, the School and Erlanger regarding the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

7.5 Captions and Headings

The captions and headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

7.6 Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but the same instrument.

7.7 Third Party Beneficiaries Excluded

This Agreement is only for the benefit of Elsmere, the School and Erlanger; and the enforcement of it is limited to them. No provision of this Agreement shall be interpreted or construed to provide any benefit or right to anybody else, directly, indirectly, or otherwise.

7.8 Force Majeure

Neither Elsmere nor Erlanger shall have any responsibility or liability pursuant to the provisions of this Agreement for delay or default caused by war, riot, fire, natural occurrences, or other causes beyond the reasonable control of Elsmere or Erlanger; but, upon the cessation of such cause, Elsmere

and Erlanger shall diligently pursue the performance of those provisions delayed or precluded by such cause.

7.9 Ambiguities

There shall be no judicial construction or interpretation of this Agreement to effect any interpretation of the provisions of this Agreement against the party who had that provision prepared.

7.10 Waiver

No consent to or waiver by either Elsmere, the School or Erlanger of any breach or default of any provision of this Agreement by any other, whether express or implied, shall constitute or be interpreted as a consent to, waiver of or excuse for any other subsequent breach or default of the same or any other provision of this Agreement.

7.11 Severability

In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

Section 8.0 Cooperation

The cities of Elsmere, Erlanger, and the School are committed to cooperating and working together to form and implement this educational / law enforcement partnership.

IN WITNESS WHEREOF, this Agreement has been signed by **MARTY LENHOF**, as Mayor of the City of Elsmere, and **JESSICA FETTE**, as Mayor of the City of Erlanger, on the date beneath their respective names and titles, pursuant to the authority of municipal orders of their respective City Councils; and by **CHAD MOLLEY**, as the Superintendent of the Erlanger-Elsmere School District, pursuant to a Resolution of the Erlanger-Elsmere Board of Education, on the date indicated beneath his name and title.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the _____ day of _____, 2022.

CITY OF ERLANGER, KENTUCKY

Witness

Jessica Fette, Mayor

CITY OF ELSMERE, KENTUCKY

Witness

Marty Lenhof, Mayor

ERLANGER-ELSMERE SCHOOL DISTRICT

Witness

Chad Molley

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

Commissioner-Kentucky Department of Local Government

Date