

**INTERLOCAL AGREEMENT FOR NORTHERN KENTUCKY
SPECIAL WEAPONS AND TACTICS (S.W.A.T.), INC**

WHEREAS, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the “Act”), any powers, privileges, or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a Cooperation Agreement allowing joint and cooperative action; and

WHEREAS, the parties to this 2026 Agreement are authorized to exercise and enjoy the powers, privileges, responsibilities, and authority exercised or capable of exercise by local governments of the Commonwealth of Kentucky pursuant to KRS 65.210 through KRS 65.300; and

WHEREAS, those regional governmental entities in addition to the Cities of Elsmere, Ludlow, Taylor Mill, Villa Hills, Fort Thomas, and the Police Authority for Crestview Hills and Lakeside Park and the Counties of Kenton and Campbell executed an Interlocal Agreement in 2013, to participate in a newly formed multi-jurisdictional S.W.A.T. unit that, by agreement, replaced NKERU, with the newly formed Kenton County Special Weapons and Tactics Unit (“2013 Agreement”), and that 2013 Agreement was received and filed in the Office of the Secretary of State for the Commonwealth of Kentucky on August 7, 2013, and filed with the Kenton County Clerk’s Office on August 13, 2013 in Book C5243, Page 0310, and in the Campbell County Clerk’s Office on September 2, 2014, in Book 626, Page 757; and

WHEREAS, an amendment to the 2013 Agreement adding the Cities of Dayton, Highland Heights, and the County of Kenton and changing the name from Kenton County S.W.A.T. Unit to Kenton County Regional S.W.A.T. Unit was recorded May 30, 2017, in the Kenton County Clerk’s

Office in Book C 6169, Page 251, and in the Campbell County Clerk's Office on May 30, 2017, in Book 664, Page 622 ("the 2017 Amendment); and

WHEREAS, the undersigned regional governmental entities desire to participate in a newly formed multi-jurisdictional unit to be incorporated as Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., which, by mutual agreement, shall replace the 2013 Agreement and the 2018 Amendment thereto, and shall be comprised of the following jurisdictions:

1. City of Alexandria, Campbell County
2. City of Bellevue, Campbell County
3. Campbell County Police Department
4. Campbell County Sheriff's Office
5. City of Cold Spring, Campbell County
6. City of Dayton, Campbell County
7. City of Edgewood, Kenton County
8. City of Elsmere, Kenton County
9. City of Erlanger, Kenton County
10. City of Fort Mitchell, Kenton County
11. City of Fort Thomas, Campbell County
12. City of Fort Wright, Kenton County
13. City of Highland Heights, Campbell County
14. City of Independence, Kenton County

15. Kenton County Police Department
16. Kenton County Sheriff's Office
17. Lakeside Park-Crestview Hills Police Authority, Kenton County
18. City of Ludlow, Kenton County
19. City of Newport, Campbell County
20. Northern Kentucky Drug Strike Force
21. City of Park Hills, Kenton County
22. City of Southgate, Campbell County
23. City of Taylor Mill, Kenton County
24. City of Villa Hills, Kenton County
25. City of Wilder, Campbell County

WHEREAS, each government entity signing this Agreement (“2026 Agreement”) as a party to the 2026 Agreement (“Party”) is authorized to exercise and enjoy the powers, privileges, responsibilities, and authority capable of being exercised by local governments of the Commonwealth of Kentucky pursuant to the Act; and

WHEREAS, each Party may be called to respond to a situation that involves a serious threat(s) or such indifference to the safety of persons and/or property that requires the assistance of specially trained law enforcement personnel. Such situations include, but are not limited to, the following:

1. Hostage(s) Situations
2. Transgressors who are barricaded and armed

3. Active Killer Situations
4. High-Risk Warrant
5. High-Risk Apprehension
6. Personal Protection Detail
7. Search and Rescue
8. Terrorism
9. Special Assignments

WHEREAS, each Party believes it is in the best interest of the safety and well-being of its respective citizens to partner in the creation of a regional specialized Special Weapons and Tactics (S.W.A.T.) unit designed to respond to situations that go beyond the capabilities of normally equipped and trained law enforcement personnel; and

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the **KENTON COUNTY POLICE DEPARTMENT, KENTON COUNTY SHERIFF'S OFFICE, NORTHERN KENTUCKY DRUG STRIKE FORCE**, and the cities of **EDGEWOOD, ELSMERE, ERLANGER, FORT MITCHELL, FORT WRIGHT, INDEPENDENCE, LUDLOW, PARK HILLS, TAYLOR MILL, VILLA HILLS**, and the **LAKESIDE PARK-CRESTVIEW HILLS POLICE AUTHORITY** in the County of Kenton, Commonwealth of Kentucky, and the **CAMPBELL COUNTY POLICE DEPARTMENT, CAMPBELL COUNTY SHERIFF'S OFFICE** and the cities of **ALEXANDRIA, BELLEVUE, COLD SPRING, DAYTON, FORT THOMAS, HIGHLAND HEIGHTS, NEWPORT, SOUTHGATE** and **WILDER** in the County of Campbell, Commonwealth of Kentucky, hereby agree as follows:

SECTION 1: LOCAL GOVERNMENT AUTHORIZATION

Each Party certifies, warrants, and confirms that they are duly qualified and authorized to enter into the 2026 Agreement and to carry out the terms and provisions hereof.

SECTION 2: PURPOSE

The purpose of the 2026 Agreement is to provide for the protection of lives and property through a ready, specialized, flexible Special Weapons and Tactics Unit that utilizes skilled tactics in the delivery of law enforcement and medic services to unusual or special situations that require a concentration of skilled personnel, at a specific time and place, without the interruption of routine patrol operations.

SECTION 3: CREATION AND MEMBERSHIP

By agreement among the Parties, Northern Kentucky Special Weapons and Tactics Unit, Inc. (hereinafter “S.W.A.T. Unit”) is hereby created as a multi-jurisdictional, joint law enforcement specialized unit to respond to high-risk or unusual situations requiring a specialized response from law enforcement.

SECTION 4: EXECUTIVE BOARD OF DIRECTORS

An Executive Board of Directors (hereinafter “Executive Board”) shall oversee the management and operation of the S.W.A.T. Unit, including responsibility for its organization, articles of incorporation, bylaws, and administration. The Executive Board shall exercise its authority only through the recorded vote of the majority, with written minutes thereof, at regularly scheduled meetings or at special meetings scheduled by at least 25% of its number, with written notification thereof to each Party at least twenty-four (24) hours prior thereto.

SECTION 5: OFFICERS OF THE EXECUTIVE BOARD

The officers of the Executive Board shall consist of the Chief Executive Officer, Deputy Chief Executive Officer, Deputy Director, Secretary, and one (1) representative from each participating county, as outlined in the Interlocal Agreement. All officers must be members of the Board of Directors. The Board of Directors shall consist of one (1) individual representing each member agency to this 2026 Agreement. The Chief Executive Officer shall be the Sheriff with the longest tenure among the participating counties, in accordance with this agreement. The Deputy Chief Executive Officer shall be the Sheriff with the second-longest tenure. In the event of equal tenure, the Board of Directors shall determine the Chief Executive Officer by majority vote. The Chief Executive Officer shall serve in accordance with the provisions of the Interlocal Agreement, which may be amended from time to time. The Chief Executive Officer is responsible for appointing the Deputy Director, who shall serve at the Chief Executive Officer's discretion. The Secretary and the representatives from each county shall serve a term of one year, continuing until their respective successors are elected and duly qualified at the Executive Board's January meeting. The Executive Board may remove any officer by a majority roll-call vote of the Executive Board members present at any regular or special meeting. Members of the Board of Directors shall fill vacancies.

SECTION 6: NORTHERN KENTUCKY S.W.A.T. TEAM MEMBERSHIP

S.W.A.T. Unit members ("Unit Members") shall be either peace officers or tactical medics employed by, or volunteering for, a Party to the Agreement who are designated thereby for service to the S.W.A.T. Unit.

1. S.W.A.T. Unit Member Qualifications

S.W.A.T. Unit Members shall be continually qualified and trained in accordance with

the Executive Board's specifications as adopted in the S.W.A.T. Unit Rules, Regulations, and Procedures Manual.

2. S.W.A.T. Unit Member Classification

S.W.A.T. Unit Members shall be classified by the Executive Board in accordance with the Rules, Regulations, and Procedures Manual promulgated and adopted by the Executive Board.

3. S.W.A.T. Executive Board and Unit Members Compensation and Benefits

S.W.A.T. Unit shall not compensate or provide any benefits to Executive Board or Unit Members for their services. Unit members' compensation and benefits shall be limited to what is provided to them by the Party designating the Unit Member for service to the S.W.A.T. Unit, subject to the following minimum insurance requirements.

(A) Each Party is required to provide health, accident, and life insurance to each Unit Member designated by that Party for service to the S.W.A.T. Unit in types and amounts consistent with coverages provided to that Party's similarly classified employees or volunteers, as determined by the designating Party, and communicated to the Executive Board annually at its January meeting.

(B) Each Party is required to insure each Unit Member designated by that Party for service to the S.W.A.T. Unit with liability insurance coverage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00), per person, and One Million Dollars (\$1,000,000.00) per occurrence, with proper surety as determined by each Party and communicated to the Executive Board annually at its January meeting.

(C) The Board shall procure liability insurance for the Executive Board and its members for discretionary and ministerial acts taken in their respective capacities as Executive Board members in amounts consistent with Section 3 (B) hereof.

4. S.W.A.T. Unit Member Property

Each S.W.A.T. Unit Member shall be outfitted by the S.W.A.T. Unit with the tactical items, clothing, equipment, and supplies specified by the Executive Board as adopted in the Rules, Regulations, and Procedures Manual. Supplies, equipment, and property, whether used or new, shared or proprietary, shall remain the property of the S.W.A.T. Unit.

SECTION 7: NORTHERN KENTUCKY S.W.A.T. FUNDING

1. Parties to the Agreement:

(A) Each Party shall fund the operation of the S.W.A.T. Unit by paying an annual amount of money determined necessary by the Executive Board to purchase equipment, materials, training, and supplies for the operation of the S.W.A.T. Unit. The Executive Board shall notify each Party of its pro-rata or otherwise equitable share owed to the S.W.A.T. Unit no later than the last day of April of each calendar year. Each Party shall pay its share of what is owed, as determined by the Executive Board, to the S.W.A.T. Unit before the first day of July of that calendar year. Payments received shall be deposited into a S.W.A.T. Unit account and used only for the purchase of equipment, materials, training, and supplies as determined by the Executive Board to further the objectives and mission of the S.W.A.T. Unit, and such property shall be and remain the property of the S.W.A.T. Unit.

(B) The services of the S.W.A.T. Unit shall be available to each Party and non-parties to the 2026 Agreement, with there being no cost to any Party or other special weapons and tactics teams that have a reciprocal assistance agreement with the S.W.A.T. Unit.

2. Non-parties to the Agreement:

Non-parties to the 2026 Agreement without a reciprocal assistance agreement with the S.W.A.T. Unit shall pay the actual costs incurred by each Party participating in the mission to that

agency directly. Each Party is responsible for invoicing a non-party for the cost of the mission. The S.W.A.T. Unit shall separately bill non-parties for the costs of materials and supplies used by the S.W.A.T. Unit for any non-party mission.

SECTION 8: NORTHERN KENTUCKY S.W.A.T. OPERATIONS

Upon request of any Party, or the officer in charge (“OIC”) of any other law enforcement agency, the services of the S.W.A.T. Unit shall be available for any situation within the objectives and purpose of the S.W.A.T. Unit. A requesting OIC shall retain jurisdictional responsibilities, including the decision whether to call the S.W.A.T. Unit for assistance or discontinue S.W.A.T. Unit services. However, the S.W.A.T. Unit Commander shall at all times and in all ways control and be responsible for S.W.A.T. Unit Members during S.W.A.T. Unit operations. The OIC of the requesting agency shall be advised and consulted on the abilities and procedures of the S.W.A.T. Unit throughout the mission.

SECTION 9: ADDITIONAL PARTIES

Additional cities, police agencies, sheriff's offices, or law enforcement entities may become parties to this Agreement by adopting an authorizing resolution or municipal order, which shall be submitted to and approved by the Executive Board.

SECTION 10: WITHDRAWAL FROM THE AGREEMENT

Any Party may withdraw from the 2026 Agreement by providing at least sixty (60) days' written notice prior to the effective date to all Parties and the Executive Board. A withdrawing Party will forfeit all funds previously paid and property conveyed to the S.W.A.T. Unit.

SECTION 11: TERMINATION OF THE AGREEMENT

A majority of the Parties to the 2026 Agreement may terminate it by providing written notice to all Parties and the Executive Board at least sixty (60) days prior to the effective date

thereof; and as soon as practicable after receiving such notice, and prior to the effective date of termination of the 2026 Agreement, the S.W.A.T. Unit shall divide its then existing assets among all of the then Parties as equally and equitably as possible. Neither the S.W.A.T. Unit nor any Unit Member shall accept any mission in the capacity of the S.W.A.T. Unit, or under its colors or badge, after notice of termination of the 2026 Agreement is sent to any Party or the Board.

SECTION 12: DURATION

The duration of the 2026 Agreement shall continue until it is terminated pursuant to Section 11 hereof.

SECTION 13: CONTROLLING LAW

The 2026 Agreement shall be subject to, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

SECTION 14: EFFECTIVE DATE OF 2026 AGREEMENT

The 2026 Agreement shall not be effective until it has been approved by the Department of Local Government and recorded in the respective offices of the Secretary of State for the Commonwealth of Kentucky and the Clerks for Kenton and Campbell Counties in the Commonwealth of Kentucky.

SECTION 15: SEVERABILITY

The provisions of the 2026 Agreement are severable, and if any of its terms are determined to be invalid, illegal, or unenforceable in any respect, the remainder of the 2026 Agreement shall not be invalidated thereby, and the 2026 Agreement shall be construed without such provision(s).

IN WITNESS WHEREOF, the 2026 Agreement has been signed on the dates indicated by the Parties pursuant to the approval and authorization of their respective legislative bodies.

01	City of Alexandria, Campbell County	Andy Schabell, Mayor
	Signature:	Date: / /2026
02	City of Bellevue, Campbell County	Charlie Cleves, Mayor
	Signature:	Date: / /2026
03	Campbell County Judge Executive Campbell County Police Department	Steve Pendery, Judge Executive
	Signature:	Date: / /2026
04	Campbell County Sheriff's Office	Sheriff Mike Jansen
	Signature:	Date: / /2026
05	City of Cold Spring, Campbell County	David "Angelo" Penque, Mayor
	Signature:	Date: / /2026
06	City of Crescent Springs, Kenton County	Mike Daugherty, Mayor
	Signature:	Date: / /2026
07	City of Edgewood, Kenton County	John Link, Mayor
	Signature:	Date: / /2026
08	City of Elsmere, Kenton County	Marty Lenhof, Mayor
	Signature:	Date: / /2026
09	City of Erlanger, Kenton County	Jessica Fette, Mayor
	Signature:	Date: / /2026
10	City of Fort Mitchell, Kenton County	Greg Pohlgeers, Mayor
	Signature:	Date: / /2026
11	City of Fort Thomas, Campbell County	Andy Ellison, Mayor
	Signature:	Date: / /2026
12	City of Fort Wright, Kenton County	Dave Hatter, Mayor
	Signature:	Date: / /2026

13	City of Highland Heights, Campbell County	Greg Meyers, Mayor
	Signature:	Date: / / 2026
14	City of Independence, Kenton County	Chris Reinersman, Mayor
	Signature:	Date: / / 2026
15	Kenton County Judge Executive Kenton County Police Department	Kris Knochelmann, Judge Executive
	Signature:	Date: / / 2026
16	Kenton County Sheriff's Office	Jude S. Hehman, Sheriff
	Signature:	Date: / / 2026
17	Lakeside Park-Crestview Hills Police Authority, Kenton County	Paul Markgraf Police Authority Chairman
	Signature:	Date: / / 2026
18	City of Ludlow, Kenton County	Sarah Thompson, Mayor
	Signature:	Date: / / 2026
19	City of Newport, Campbell County	Tom Guidugli Jr., Mayor
	Signature:	Date: / / 2026
20	Northern Kentucky Drug Strike Force Kenton County Fiscal Court	Joe Shriver, County Administrator
	Signature:	Date: / / 2026
21	City of Park Hills, Kenton County	Kathy Zembrodt, Mayor
	Signature:	Date: / / 2026
22	City of Southgate, Campbell County	Jim Hamberg, Mayor
	Signature:	Date: / / 2026
23	City of Taylor Mill, Kenton County	Dan Bell, Mayor
	Signature:	Date: / / 2026
24	City of Villa Hills, Kenton County	Heather Jansen, Mayor
	Signature:	Date: / / 2026

25 City of Wilder, Campbell County

Valerie A. Jones, Mayor

Signature:

Date: / /**2026**

APPROVAL OF THE DEPARTMENT OF LOCAL GOVERNMENT

Pursuant to K.R.S. 65.260, The Department of Local Government of the Commonwealth of Kentucky hereby determines that this Agreement is in proper form and compatible with the laws of the Commonwealth of Kentucky.

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF LOCAL GOVERNMENT**

BY: _____

DATE: _____

Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., Interlocal Agreement