

**KENTON COUNTY POLICE DEPARTMENT
EMPLOYMENT CONTRACT**

This AGREEMENT is made on the 8th day of November, 2022, between THE KENTON COUNTY FISCAL COURT (hereinafter “Fiscal Court”) and MICHAEL “SPIKE” JONES (hereinafter “Employee”), jointly referred to herein as (“Parties”).

ARTICLE I – RECITALS

1.01 Fiscal Court desires to employ the Employee in a full-time contractual capacity as [CHIEF OF POLICE] for the Kenton County Police Department.

1.02 Employee desires to work in a full-time contractual capacity and has made said request to the Fiscal Court. Employee affirms that the aforementioned request was made freely without coercion, pressure or suggestion by Fiscal Court or the Kenton County Police Department or any of its staff.

1.03 This Agreement is entered into pursuant to Kentucky Revised Statute (KRS) 70.293 *et seq.*, and it is the intent of the Parties that KRS 70.293 be incorporated herein by reference in its entirety and that KRS 70.293 *et seq.* control the terms of employment between Fiscal Court and Employee as if each of its subsections were restated fully in this recital.

ARTICLE II – TERM OF EMPLOYMENT

2.01 Fiscal Court agrees to retain Employee and the Employee agrees to provide services pursuant to this Agreement for a term not exceeding one year beginning December 9, 2022 and ending December 9, 2023, subject to annual renewals at the discretion of the Fiscal Court.

ARTICLE III – SERVICES TO BE PROVIDED

3.01 Employee shall work in close coordination and communication with the Judge Executive and Fiscal Court.

3.02 Employee’s normal work schedule shall be set by the Judge Executive with the intent to have Employee work [40] hours per week as an employee classified as full time. The Judge Executive reserves the right to adjust Employee’s normal work schedule based upon needs of the Department.

ARTICLE IV – COMPENSATION

4.01 As compensation for services rendered under this agreement, Employee shall be entitled to receive [an hourly compensation of **(\$52.49)** for work performed pursuant to this Agreement] or [an annual salary of **(\$109,179.20)**] in accordance with standard procedures of Fiscal Court.

ARTICLE V – BENEFITS

5.01 Upon execution of this Agreement, Employee shall be a contractual employee of Fiscal Court and eligible for the same benefits as full-time, non-contractual county employees in accordance with standard procedures of Fiscal Court, subject to Article I, Recital 1.03 herein expressly exempting Employee from health insurance provided by the Fiscal Court.

5.02 Fiscal Court agrees to put into force and to make required premium payments for Employee for specific insurance policies *other* than health, including Dental/Vision, Life, LTD and FSA.

5.03 Fiscal Court will not pay employer contributions or retiree health expense reimbursements to the Kentucky Retirement Systems on behalf, or due to hiring, of Employee, and shall not pay any insurance contributions to the state health insurance plans on behalf, or due to hiring, of Employee, as stated in Article I, Recital 1.03 herein.

ARTICLE VI – TERMINATION

6.01 Employee shall be subject to merit system due process provisions applicable to the county police department.

6.02 A decision not to renew a one (1) year appointment term shall not be considered a disciplinary action or deprivation subject to due process.

6.03 Termination or failure to renew shall not prejudice any remedy that either Party may have at law or in equity in accordance with Kenton County Personnel Policies.

ARTICLE VII – GENERAL PROVISIONS

7.01 Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid. 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.

7.02 This Agreement supersedes all other oral and written agreements between the Parties with respect to this contract, and this contract contains all of the covenants and agreements between the Parties.

7.03 This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

7.04 Neither this contract nor any duties or obligations hereunder shall be assigned by Employee.

7.05 This contract may be amended by the mutual agreement of the Parties in writing provided that such amended terms and conditions are not inconsistent with or in conflict with KRS 70.293 or any other law.

7.06 In the event that any one or more of the provisions contained in this contract 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 contract and all remaining provisions shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

7.07 Employee acknowledges having received and reviewed Kenton County's Personnel Policy and Admin. Code and further acknowledges that it applies to Employee as a full time contract employee unless expressly stated otherwise in either the Policy or Code or this hiring Agreement, in which case the terms of this Agreement are controlling.

7.08 In the event of Employee's death during the pendency of this Agreement, the Agreement shall terminate as of the date of death and Fiscal Court shall pay the compensation which would otherwise be payable to Employee to his estate.

7.09 Fiscal Court shall defend and indemnify Employee against claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties or permissible use of county vehicles consistent with the terms, conditions, exclusions and limits of insuring agreements and applicable endorsements where Fiscal Court, Kenton County, Kenton County Police Department, Northern Kentucky Drug Strike Force or Northern Kentucky Regional S.W.A.T., Inc. is an Assured or otherwise covered under the policy in effect at the time of the loss. Nothing herein shall obligate Fiscal Court to pay the costs of defending any criminal action brought by any State or Federal authority against Employee.

Dated this the _____ day of _____, 2022.

KENTON COUNTY FISCAL COURT

BY _____
KRIS A KNOCHELMANN
JUDGE EXECUTIVE

BY _____
MICHAEL "SPIKE" JONES
EMPLOYEE