

# **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 (“the Parties”) are authorized to exercise and enjoy the powers, privileges, responsibilities, and authority exercised or capable of being exercised by local governments of the Commonwealth of Kentucky pursuant to KRS 65.210 through KRS 65.300; and

**WHEREAS**, in 2008, regional governmental entities executed an agreement to participate in a newly formed multi-jurisdictional S.W.A.T. unit. That agreement was amended in 2013 and again in 2017 and 2018 to include name changes and additional governmental entities (“the Prior Agreements”); and

**WHEREAS**, the regional governmental entities enumerated below desire to participate in the multi-jurisdictional S.W.A.T. unit currently operating and incorporated as Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., which, by mutual agreement, shall replace the Prior Agreements:

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 governmental entity signing this Agreement (“the 2026 Agreement”) as a 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 multi-jurisdictional 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”) will operate 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 all be members of the Board of Directors and include a Chief Executive Officer, Deputy Chief Executive Officer, Deputy Director, Secretary, and one (1) representative from each participating county. The Chief Executive Officer shall be the Sheriff with the longest tenure among the participating counties. 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 is responsible for appointing the Deputy Director, who shall serve at the discretion of the Chief Executive Officer. The Board of Directors shall consist of one (1) individual representing each member agency to this 2026 Agreement. The Secretary and the representatives from each county shall serve a term of one year, continuing until their respective successors are

either appointed or elected and duly qualified to serve. 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: S.W.A.T. UNIT 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 and who is designated 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 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: S.W.A.T. UNIT 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 based on the availability of resources and priorities of deployment as determined by the Executive Board, 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: S.W.A.T. UNIT 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 based on the availability of resources and priorities of deployment as determined by the Executive Board. 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 always 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 2026 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**

Either the Executive Board or a majority of the Parties to the 2026 Agreement may terminate it by providing written notice to all Parties 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
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
02	City of Bellevue, Campbell County	Charlie Cleves, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
03	Campbell County Judge Executive Campbell County Police Department	Steve Pendery, Judge Executive
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
04	Campbell County Sheriff's Office	Sheriff Mike Jansen
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
05	City of Cold Spring, Campbell County	David "Angelo" Penque, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
06	City of Crescent Springs, Kenton County	Mike Daugherty, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>

07	City of Edgewood, Kenton County	John Link, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
08	City of Elsmere, Kenton County	Marty Lenhof, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
09	City of Erlanger, Kenton County	Jessica Fette, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
10	City of Fort Mitchell, Kenton County	Greg Pohlgeers, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
11	City of Fort Thomas, Campbell County	Andy Ellison, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
12	City of Fort Wright, Kenton County	Dave Hatter, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
13	City of Highland Heights, Campbell County	Greg Meyers, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
14	City of Independence, Kenton County	Chris Reinersman, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026
15	Kenton County Judge Executive Kenton County Police Department	<b>Kris Knochelmann, Judge Executive</b>
	<b>Signature:</b>	<b>Date:</b> / /2026
16	Kenton County Sheriff's Office	Jude S. Hehman, Sheriff
	<b>Signature:</b>	<b>Date:</b> / /2026
17	Lakeside Park-Crestview Hills Police Authority, Kenton County	William Dorsey Police Authority Chairman
	<b>Signature:</b>	<b>Date:</b> / /2026
18	City of Ludlow, Kenton County	Sarah Thompson, Mayor
	<b>Signature:</b>	<b>Date:</b> / /2026

19	City of Newport, Campbell County	Tom Guidugli Jr., Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
20	Northern Kentucky Drug Strike Force Kenton County Fiscal Court	Joe Shriver, County Administrator
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
21	City of Park Hills, Kenton County	Kathy Zembrodt, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
22	City of Southgate, Campbell County	Jim Hamberg, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
23	City of Taylor Mill, Kenton County	Dan Bell, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
24	City of Villa Hills, Kenton County	Heather Jansen, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>
25	City of Wilder, Campbell County	Valerie A. Jones, Mayor
	<b>Signature:</b>	<b>Date:</b> / / <b>2026</b>

**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: \_\_\_\_\_