

## **EXECUTIVE ORDER 2025-03**

City of Oak Grove

Office of the Mayor

Executive Order-Establishing Billing Procedures for Oak Grove Racing, Gaming & Hotel (Casino)

Purpose: To establish clear and efficient procedures for billing the Oak Grove Racing, Gaming, & Hotel (hereafter "Casino") for police officer services provided during events.

Background: The City of Oak Grove provides police officer(s) for events hosted at the Casino, with overtime costs reimbursed according to contractual agreements (see contract attached).

## Order:

- 1. Event Contract Requirement: The Casino may require official police officer(s) to be present at events, with a contract on file specifying the terms.
- 2. Overtime Documentation: Police officer(s) working events shall record overtime on specially designated timesheets, which will be submitted to the Human Resources (H/R) department before the next pay cycle.
- 3. Billing Information Compilation: H/R shall record officer(s)' details, event specifics (including date and time), etc., on a designated spreadsheet dedicated to future billing purposes.
- 4. Overtime Payment: H/R shall ensure that officers are compensated for overtime worked during events in the next payroll cycle following the event.
- 5. Monthly Invoicing: The City of Oak Grove shall invoice the Casino once per month for reimbursement of overtime costs incurred during the prior month's events, in accordance with contract terms.
- 6. **Documentation Submission:** Copies of the specialized timesheets and event spreadsheet shall accompany the Accounts Receivable file. A copy of the file shall be given to the mayor monthly.
- 7. Financial Accountability: Customer receivables records shall undergo reconciliation and annual auditing for accounting accuracy.

Adopted and authorized by the mayor on this 30 day of July 2025.

Signed,

Tayor Og selene Vileen

City Clerk:

Date:

Attest:

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## AGREEMENT BETWEEN THE CITY OF OAK GROVE, KENTUCKY AND OAK GROVE RACING, GAMING & HOTEL TO PROVIDE ADDITIONAL POLICING SERVICES AT OAK GROVE RACING, GAMING & HOTEL

THIS AGREEMENT, is made and entered into on this \_8th\_\_\_ day of May, 2025 by and between the CITY OF OAK GROVE, KENTUCKY, a municipal corporation ("City"), and OAK GROVE RACING, GAMING & HOTEL ("OGRGH"), by and through its authorized representative.

WHEREAS, the City and the OGRGH desire to jointly continue to make provisions for the Oak Grove Police Department to provide additional policing services to OGRGH at the Oak Grove Racing, Gaming & Hotel;

WHEREAS, the operations of the Oak Grove Police Department shall be administered by the Chief of Police; and

WHEREAS, the City and OGRGH desire to memorialize the working relationship and payment schedule of the entities as it regards to additional policing services of the Oak Grove Police Department for the Oak Grove Racing, Gaming & Hotel at the request of OGRGH;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

- Purpose of Agreement: The purpose of this Agreement is to provide for additional policing services to OGRGH through the Oak Grove Police Department at the Oak Grove Racing, Gaming & Hotel, 777 Winners Way, Oak Grove, Kentucky 42262
- Services Provided: The City shall, at the request of OGRGH, provide uniformed
  officers and equipment of the Oak Grove Police Department to provide additional policing services
  at Oak Grove Racing, Gaming & Hotel.

- Request for Officers: OGRGH shall serve written notice of its request for additional officers hereunder to the Oak Grove Police Department in advance of any event or time period during which additional officers are requested.
- 4. <u>Compensation to the City</u>: In exchange for the services as set forth in numerical paragraph two herein, OGRGH shall compensate the City for the actual cost to government for any requested officers. The cost to government for each officer shall include, but not be limited to:
  - a. The officer's hourly overtime rate
  - b. KLEFPF contribution per hour
  - c. City's share of the retirement rate per hour

Within thirty (30) days of any request for additional officers, the City shall invoice OGRGH for the costs of the additional policing services.

- 5. Equipment provided by the City: Throughout the term of this Agreement, the City shall provide a patrol vehicle and all other required equipment to any officers providing additional policing services hereunder.
- 6. <u>Effective Date and Termination</u>: This Agreement shall be effective on the date set forth above.

This Agreement shall remain in effect until terminated by either party. Such termination shall be effective only upon delivery of written notice to the other party. If to the City, written notice shall be delivered to the Mayor. If to the OGRGH, written notice shall be delivered to Darren VanDover, President and General Manager, Oak Grove Racing, Gaming & Hotel.

- 7. Entire Agreement: This document contains the entire agreement between the parties. No authority or responsibility is created except as set out in this Agreement. Neither party relies on any representation, promise, or covenant not specifically contained in this Agreement.
- 8. <u>Severability</u>: No provision of this Agreement is dependent upon any other provision for its effectiveness. In the event any provision is determined to be illegal or otherwise unenforceable, such determination shall have no effect on the remaining sections.
- 9. <u>Captions and Headings</u>: Captions and headings in this Agreement have been inserted for the convenience of reference only and in no way shall affect the interpretation of any of the terms or provisions of this Agreement.
- 10. <u>Choice of Law/Venue</u>: This Agreement shall be governed by the laws of the Commonwealth of Kentucky, both as to its interpretation and enforcement. Venue shall be in Christian County, Kentucky.

WITNESS OUR HANDS this 12th day of May, 2025.

CITY OF OAK GROVE, KENTUCKY,

by and through its authorized mayor:

Jaqueline Hiver 5/12/2025

Jacqueline Oliver, Mayor

OAK GROVE RACING, GAMING & HOTEL by and through its authorized representative:

-Signed by:

Darren Van Jour 5/10/2025

Darren Van Dover, President and General Manager, Oak Grove Racing, Gaming & Hotel