

ORDINANCE NO. 140.01

ORDINANCE APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN, KENTUCKY; SIMPSON COUNTY, KENTUCKY; LOGAN COUNTY, KENTUCKY; AND THE CITY OF RUSSELLVILLE, KENTUCKY, RELATING TO THE CONTINUATION OF THE SOUTH CENTRAL KENTUCKY DRUG TASK FORCE AND AUTHORIZING THE COUNTY JUDGE EXECUTIVE TO SIGN.

WHEREAS, pursuant to Sections 65.210 through 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), the aforementioned Parties join together to accomplish what each may accomplish individually;

WHEREAS, the Parties have found there exists a need to combat the sale, the use, and otherwise dealing of illegal drugs or other substances determined to be in violation of Federal and State law;

WHEREAS, the Parties have found there exists a need to investigate trafficking in said illegal drugs and substances and to prepare and submit to the appropriate authorities; and

WHEREAS, in order to deal more effectively with the scourge of illegal drugs and/or other illegal substances being sold, trafficked, transported, or distributed in violation of Federal and State Law, a cooperative effort between law enforcement agencies is needed. As a result, the Parties desire to enter into an Interlocal Cooperation Agreement (hereinafter "the Agreement").

NOW, THEREFORE, be it ordained by the County of Simpson, Kentucky, acting by and through its Fiscal Court, as follows:

1. The Fiscal Court of the County of Simpson, Kentucky hereby approves the terms and conditions of the Interlocal Cooperation Agreement Relating to the Continuation of the South Central Kentucky Drug Task Force by and between the City of Franklin, County of Simpson, County of Logan, and City of Russellville, a copy of which is attached hereto and incorporated herein by reference.
2. The Simpson County Judge Executive, Mason Barnes, is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this ordinance and the interlocal agreement including, but not limited to the Interlocal Agreement. If any section, subsection, sentence, clause, or phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

IT IS FURTHER ORDERED that the County Judge Executive is hereby authorized to execute said Interlocal Agreement.

May 11, 2021

FIRST READING

June 1, 2021

SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on June 1, 2021, on motion made by Magistrate Nathaniel Downey and seconded by Magistrate Scott Poston, the foregoing ordinance was adopted, after full discussion, by the following vote:

YES

Marty Chandler

YES

Nathaniel Downey

YES

Scott Poston

YES

Myron Thurman

YES


Mason Barnes

APPROVED BY:



Mason Barnes, County Judge Executive

ATTEST:



Pam Rohrs, Clerk
Simpson County Fiscal Court

**INTERLOCAL COOPERATION AGREEMENT
RELATING TO THE CONTINUATION OF THE
SOUTH CENTRAL KENTUCKY DRUG TASK FORCE**

This Interlocal Cooperation Agreement is made and entered into as of this 1st day of July, 2021, by and between the County of Simpson, Party of the First Part; County of Logan, Party of the Second Part; City of Franklin, Kentucky, Party of the Third Part; and City of Russellville, Kentucky, Party of the Fourth Part.

WHEREAS, pursuant to Sections 65.210 through 65.300, inclusive, of the Kentucky Revised Statutes, as amended (the "Interlocal Act"), the aforementioned Parties join together to accomplish what each may accomplish individually;

WHEREAS, the Parties have found there exists a need to combat the sale, the use, and otherwise dealing of illegal drugs or other substances determined to be in violation of Federal and State law;

WHEREAS, the Parties have found there exists a need to investigate trafficking in said illegal drugs and substances and to prepare and submit to the appropriate authorities; and

WHEREAS, in order to deal more effectively with the scourge of illegal drugs and/or other illegal substances being sold, trafficked, transported, or distributed in violation of Federal and State Law, a cooperative effort between law enforcement agencies is needed. As a result, the Parties desire to enter into an Interlocal Cooperation Agreement (hereinafter "the Agreement").

NOW, THEREFORE, in consideration of the promises contained herein, the Parties covenant and agree as follows:

(1) The Parties hereto hereby form the South Central Kentucky Drug Task Force (SCKDTF) hereinafter referred to as the "Task Force."

(2) The term of this Agreement shall be effective for a period of one (1) year from the effective date.

(3) The Agreement shall be automatically renewed at the beginning of each fiscal year under the same terms and conditions unless any party, by written notice to the others, ninety (90) days prior to expiration of the current term, proposes changes in the Agreement, or to terminate the Agreement as to said party in accordance with Paragraph 14.

(4) The initial funding for the Task Force shall be from the Kentucky Justice Cabinet's BYRNE Memorial Program and the participating parties hereto. In succeeding years, the Task Force will receive court ordered payments, proceeds from forfeitures seized, and other assets and properties and other such funds in addition to local support of the participating local parties and other grants as provided by law. Funds received for the Task Force will be deposited in the appropriate account at the Simpson Fiscal Court. In addition to all other monies received, the Parties will make the following contributions to the funding of the Task Force: Simpson County - \$17,000; Logan County - \$20,000; City of Franklin - \$20,000; and City of Russellville - \$20,000. These payments' frequency or amounts may be subject to change with the approval of all the Parties.

(5) The headquarters of the Task Force shall be in Simpson County, Kentucky; however, the location of the headquarters may be changed with the approval of the Board of Directors of the Task Force, as well as the Parties to this Agreement.

(6) Investigations shall be carried out by duly sworn and certified officers assigned to the Task Force as set out above. The police officers shall be known as Agents, and the number of Agents working for the Task Force shall be determined by the Board of Directors. The Agents

shall be responsible for the activities as set out in the preamble to this Agreement, and said preamble shall be incorporated into this section as if set forth fully herein.

(7) The area of activity shall be in all of Logan and Simpson Counties, Kentucky. The Parties recognize that the purposes mentioned above are not confined to any location within these counties. The various jurisdictions shall assist the Task Force for the complete area of the counties.

(8) The Task Force Agents shall be a bi-county wide authority in the enforcement of laws of the Commonwealth of Kentucky.

(9) It is agreed that all property acquired during the existence of the Task Force shall become the property of the Task Force and shall remain such as long as the Task Force is in existence.

(10) The Task Force Director and/or the County Treasurer shall provide a budget and financial statements annual to each of the Parties.

(11) The Task Force shall be governed by a Board of Directors composed of the following:

- a. Logan County Judge Executive
- b. Logan County Sheriff
- c. Mayor of Russellville, Kentucky
- d. Chief of Police of Russellville, Kentucky
- e. Simpson County Judge Executive
- f. Simpson County Sheriff
- g. Mayor of Franklin, Kentucky
- h. Chief of Police of Franklin, Kentucky

The Chairman of the Board of Directors will be filled by a County Judge Executive.

The Vice-Chairman will be filled by a Mayor.

The Board of Directors shall meet and set guidelines binding upon all Parties hereto for the make up of the Task Force. Board membership shall be consistent with the term of their elected

or appointed position. In lieu of the Directors mentioned above, an elected official may, but shall not be required to, appoint another person as his/her designee on the Board of Directors who shall have the same powers and privileges as if the elected official appeared personally.

Five (5) members attending a called meeting of the Board of Directors shall constitute a quorum for the purposes of conducting official business. Members of the Board shall not be compensated for their services.

The Task Force Director, along with the Simpson County Judge Executive, shall file all applications for grants. The Task Force Director shall be responsible for maintaining an inventory of the monies and shall administer the money according to law as approved by the Board of Directors. Further, the Task Force Director shall report to the respective parties as to the general activities of the Task Force, without divulging confidential information, if requested by a party, or if he or she deems it appropriate.

(12) There shall also be an advisory board comprised of the County Attorneys and Commonwealth Attorneys from Logan and Simpson Counties. These will be non-voting board members

(13) The Parties shall provide members to the Task Force as follows: the Franklin Police Department shall provide one (1) member; the Simpson County Sheriff's Department shall provide two (2) members; the Russellville Police Department shall provide two (2) members; and the Logan County Sheriff's Department shall provide two (2) members. The Officers of the law shall work with the Task Force as directed by the Task Force Director and shall carry out police work for the purposes described above. The number of members provided by the Parties shall always be subject to change.

It is agreed that other police officers and other individuals, who are necessary experts in their field, may be engaged to complete the work of the Task Force as set out above.

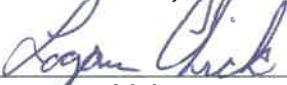
(14) In the event of termination of the Task Force by the Board of Directors, all property contributed by any entity shall be returned to that entity. All acquisitions, forfeitures, and other properties of the Task Force shall be disposed of by and through the Board of Directors as determined by law.

(15) Any party may terminate its participation in the Task Force by giving ninety (90) days' notice, in writing, to the Board of Directors of the Task Force. The Board of Directors shall give its approval, so long as three (3) or more Parties remain with the Task Force, then the same shall continue in existence to administer the purposes as hereinabove set out.

ATTEST:



Clerk, Logan County Fiscal Court

LOGAN COUNTY, KENTUCKY

By: 
Logan B. Chick
Logan County Judge Executive
County of Logan, Kentucky

ATTEST:



Clerk, City of Russellville

By: 
Mark Stratton, Mayor
City of Russellville, Kentucky

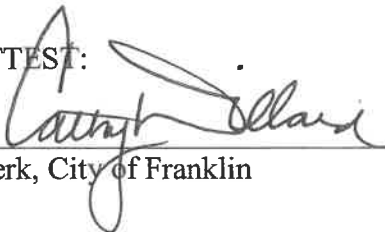
ATTEST:

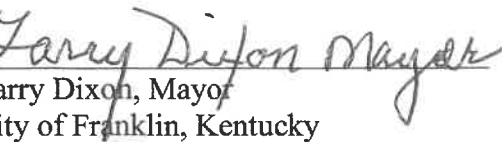

Clerk, Simpson County Fiscal Court

SIMPSON COUNTY, KENTUCKY

By: 
Mason Barnes
Simpson County Judge Executive
County of Simpson, Kentucky

ATTEST:


Clerk, City of Franklin

By: 
Larry Dixon, Mayor
City of Franklin, Kentucky

INTERLOCAL COOPERATION AGREEMENT

ICA 21-034: The Cities of Franklin and Russelville, and the Counties of Simpson and Logan, Kentucky; *Drug Task Force*

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

Bill Pauley

Bill Pauley
Staff Attorney
Department for Local Government

11/15/2021

Date

Approved:

Dennis Keene

Dennis Keene
Commissioner
Department for Local Government

11-17-2021

Date


RECEIVED AND FILED
DATE 11/24/2021

MICHAEL G. ADAMS
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY *[Signature]*

CERTIFICATION

I, Jolene S. Thurman, County Clerk and official custodian of records of the County of Simpson, Kentucky, do hereby certify that the attached Interlocal Cooperation Agreement is a true, correct, and complete original as was approved by the County of Simpson, City of Franklin, County of Logan, and City of Russellville, and approved by the Department for Local Government on November 17th, 2021.

WITNESS, my hand and the Seal of Simpson County, Kentucky, this 18th day of November 2021.



Signature of County Clerk

SEAL