

ORDINANCE NO. 140.02

ORDINANCE APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR REIMBURSEMENT OF THE COSTS OF A DEPUTY JAILER FOR ASSISTANCE WITH INMATES FOR THE WORK RELEASE PROGRAM, 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 for the County to provide a Deputy Jailer to the City in order to provide inmates to the City pursuant to the work release program in accordance with Kentucky law;

WHEREAS, the requirements have changed to require a sworn deputy jailer to supervise inmates so that this interlocal agreement is necessary and required; and

WHEREAS, as a result, the Parties desire to enter into an Interlocal Cooperation Agreement (hereinafter "the Agreement"); and.

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 and adopts the Interlocal Cooperation Agreement for the Reimbursement of the Cost of a Deputy Jailer for Assistance with the Work Release Program by and between the City of Franklin and County of Simpson, a copy of which is attached hereto and incorporated herein by reference.
2. The County Judge Executive of the County of Simpson, 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All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.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 Magistrate Marty Chandler and seconded by Magistrate Myron Thurman, 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
FOR REIMBURSEMENT OF THE COST
AND USE OF A DEPUTY JAILER FOR
ASSISTANCE WITH INMATES FOR THE
WORK RELEASE PROGRAM**

THIS INTERLOCAL COOPERATION AGREEMENT (The "Agreement") is made and entered into and deemed effective as of the 3rd day of June, 2021, by and between the County of Simpson, Kentucky (hereinafter referred to as "County"), P. O. Box 242, Franklin, Kentucky 42135; and the City of Franklin, Kentucky (hereinafter referred to as "City"), P. O. Box 2805, Franklin, Kentucky 42135 (each referred to herein individually as "Party", or collectively as "Parties"), each a "public agency" as defined by KRS 65.230.

WHEREAS, under the Interlocal Cooperation Act (the "Act"), Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes ("KRS"), as amended, any power or powers, privileges or authority exercised or capable of exercise by a public agency (including a city, a county, or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement (an "interlocal cooperation agreement") for joint or cooperative action pursuant to the provisions of the Act; and,

WHEREAS, the County agrees to provide a Deputy Jailer to the City in order for the City to utilize inmate labor for cleaning and maintenance activities within the corporate city limits.

NOW, THEREFORE, it is mutually acknowledged and agreed by and between the Parties as follows:

1. The County of Simpson, by and through the Jailer, shall designate and provide a duly certified, sworn Deputy Jailer, satisfactory and agreed to by the City, to the City as a supervisor for and to facilitate providing inmate labor for the City as an additional labor source in conjunction with the work release program which is authorized by the Commonwealth of

Kentucky. It is understood that requirements have changed so that a sworn Deputy Jailer is required to supervise inmates involved in the work release program.

2. The City agrees to pay all associated costs with the Detention Center employee, estimated to be Sixty-Three Thousand Dollars (\$63,000.00) per year. Simpson County Fiscal Court will bill the City on a monthly basis during the term of this Agreement.

3. The County shall provide all insurance coverages and benefits necessary or appropriate to effectuate this the terms of this Agreement, including, but not limited to retirement, federal and state taxes, FICA, health insurance, workers' compensation, and liability insurance on and for the deputy jailer and inmates provided. This shall specifically include, but not be limited to liability and all other insurance coverages required, regardless of the need or type required.

4. To the extent authorized by law, the County agrees to indemnify, defend and hold harmless the City and its officers, directors, elected officials and employees from and against all claims, demands, liabilities, suits, damages, cost and expenses of every kind and description, including penalties and reasonable attorney fees (collectively "damages"), proximately resulting from any act or omission of the County or its officers, elected officials, directors or employees for any incidents or acts relating to or arising out of this Agreement. Provided, however, that the City shall also agree to indemnify, defend and hold harmless the County and its officers, directors, elected officials and employees from and against all claims, demands, liabilities, suits, damages, cost and expenses of every kind and description, including penalties and reasonable attorney fees (collectively "damages"), proximately resulting from any act or omission of the City or its officers, elected officials, directors or employees. It is understood and agreed by and through this Agreement that the County shall control the operation of the deputy jailer, and that

County and deputy jailer have the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. The County shall select the routes taken, starting and quitting times, days of work, and order the work is performed. It is also understood and agreed that neither the deputy jailer nor the inmates are employees or agents of the City pursuant to the terms of this Agreement.

4. The term of this Agreement shall commence June 1, 2021 and end June 30, 2022. This agreement shall be automatically extended for successive one (1) year terms unless terminated by either party by providing sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers or officials of the Parties hereto, effective as of the date first above written.

COUNTY OF SIMPSON



Mason Barnes, County Judge Executive

Attest: 

Pam Rohrs, Clerk

COMMONWEALTH OF KENTUCKY
COUNTY OF SIMPSON

The foregoing Interlocal Cooperation Agreement was on this 16th day of June, 2021 acknowledged before me by Mason Barnes, County Judge Executive of Simpson County, Kentucky.



Notary Public

My Commission Expires: 3/16/2024

INTERLOCAL COOPERATION AGREEMENT

ICA 21-027: The City of Franklin and The County of Simpson, Kentucky, *Inmate Work Release Program*

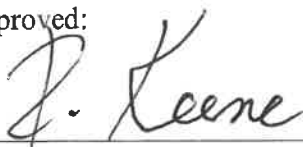
Reviewed as to compliance with KRS 65.210 to 65.300
and recommended for approval:



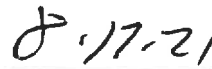
Bill Pauley
Staff Attorney
Department for Local Government



Date

Approved:


Dennis Keene
Commissioner
Department for Local Government



Date

DOCUMENT NO: 1204401
RECORDED: August 30, 2021 10:26:00 AM
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COUNTY CLERK: JOLENE S THURMAN
DEPUTY CLERK: MARLA
COUNTY: SIMPSON COUNTY
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