

**INTERLOCAL AGREEMENT
CITY OF HARTFORD AND
OHIO COUNTY DETENTION CENTER**

THIS INTERLOCAL AGREEMENT is hereby made and entered into this the ____ day of _____, 2022, by and between the CITY OF HARTFORD, KENTUCKY, a municipal corporation, with its address being 116 E. Washington Street, Hartford, Kentucky 42347 ("Hartford") and OHIO COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky with its address being 130 E. Washington Street, Hartford, Kentucky 42347 ("County"), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments ("Parties") are authorized by the Interlocal Cooperation Act, KRS Chapter 65, to enter into a joint agreement for the performance of the governmental function of constructing and maintaining work crews and public infrastructure; and

WHEREAS, Ohio County has Detention Center inmates who are capable of performing community service work, including but not limited to minor public works construction and maintenance projects, landscaping maintenance, and litter patrol; and

WHEREAS, the Parties recognize that allowing inmates to work saves the County tax dollars by reducing the amount of time in custody, and saves the City tax dollars by reducing labor costs for minor projects; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

A. SCOPE OF WORK

1. The Ohio County Detention Center may provide Hartford with inmates who can provide manual labor on minor public works infrastructure construction and maintenance projects, landscaping and maintenance projects, litter control, and any other reasonable task requested by the City, agreed to by the Ohio County Detention Center, and permitted by law. The amount of inmates available to work is within the discretion of the Ohio County Detention Center. In no event whatsoever is the Detention Center required to provide inmates for work Hartford.
2. A work day is typically from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute lunch break. Hartford will keep a running tally of the number of days worked in a given month. Hartford shall provide a schedule of projects including the dates, times, locations, and the requested number of inmates to the Ohio County Detention Center.
3. The Inmates Services provided by the Ohio County Detention Center to Hartford shall be limited to projects within Hartford city limits and on public property. The Parties may agree to limitations where inmate services may not be used, for example within the vicinity of schools.
4. Hartford shall provide instructions and training so that inmates understand their duties and responsibilities. Hartford shall provide supervision of construction projects and inmates so that the projects are completed safely and effectively. Unless otherwise agreed to in writing by the Parties, Hartford shall provide materials and equipment to be used by the inmates. The Detention Center may limit how the inmates are used and for what projects. Hartford shall be responsible for ensuring that inmates receive adequate instruction and safety training on any equipment to be used along with proper supervision of the inmates.

B. PAYMENT OF COSTS

5. Unless otherwise agreed to in writing by the Parties, or as otherwise stated herein, each party will bear its own costs. When circumstances justify a sharing of costs, the City and the Jailer may reach a written agreement as to how costs will be shared without requiring an amendment of this Agreement, provided that the cost to each party is within the budgetary authority of the City and the Jailer.

6. The Detention Center is not at this time charging the City of Hartford for inmate use considering all other agreements herein.

C. TERM AND TERMINATION

7. Either party may terminate this Contract, in whole or in part, in either party's sole discretion, if it is determined that termination is in its best interest. The terminating party shall deliver to the other party a written notice of termination specifying the terms and effective date of termination and such termination may be immediate.

D. NOTICES

8. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, emailed, or deposited in the U.S. mail to the following parties, unless an alternative person is designated by the respective party:

Hartford: **City of Hartford**
 116 E. Washington Street
 Hartford, Kentucky 42347
 Attn: Mayor of Hartford

County: **Ohio County Fiscal Court**
 130 E. Washington Street
 Hartford, Kentucky 42347
 Attn: Ohio County Judge Executive

E. MISCELLANEOUS PROVISIONS

9. Ohio County Detention Center will not provide the transportation to and from the work site of the inmates assigned to Hartford work crews.

10. Hartford will provide lunches to the inmates at its cost, unless otherwise agreed.

11. Hartford agrees to use inmates assigned to the work crews on public property only. Hartford will not use the inmates to provide personal services for private benefit.

12. Hartford will, upon request, relinquish any assigned inmate to the custody of Ohio County Detention Center.

13. Hartford will immediately notify the Ohio County Detention Center and the local law enforcement agency of any missing or unaccounted for inmate or if Hartford believes, an inmate has escaped while under Hartford supervision.

14. Hartford will immediately report to the Ohio County Detention Center any guideline or rule violation.

15. No inmate assigned to a work crew will be considered an employee of the requesting Hartford, Ohio County Detention Center, or the Commonwealth of Kentucky.

16. Hartford will be responsible for the cost of medical and dental health care needs of the inmates for injuries or other damages relating to the work performed for Hartford while assigned to the work crews, including emergencies while assigned to the work crews, unless otherwise provided for in this Contract. Hartford will be responsible to reimburse Ohio County Detention Center for the cost of any required outside medical and/or dental care (including emergency care), which will include the cost of emergency transportation, if an inmate assigned to the work crews is injured while performing work for Hartford.

17. Hartford will not allow any inmate to operate or use any type of equipment unless and until Hartford has fully trained the inmate in the proper and safe use of the equipment, and has documented records to support said training. Under no circumstances will Hartford allow an inmate to operate any equipment, which has had the manufacturer's safety devices modified or removed, nor will Hartford allow any inmate to operate any dangerous or unsafe equipment. Hartford will not allow an inmate to operate any equipment without first providing and requiring the inmate to wear protective equipment in accordance with OSHA standards when operating any equipment. Hartford will also not allow an inmate to operate any motor vehicle upon the public roadways at any time.

18. Hartford understands that inmates are strictly prohibited from access to the Internet. Inmate access to the Internet on a computer or other device while under the control of Hartford is grounds for immediate termination of this contract. Inmates used for work contrary or in excess of the duties provided in this contract is grounds for immediate termination.

19. Hartford is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract.

20. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

21. This Agreement is the entire agreement between Hartford and the County relating to the provision of the Ohio County Detention Center inmate services for the specific functions as described above and supersedes any and all prior agreements, arrangements, or understandings, whether written or oral.

22. This Agreement is for the benefit of the parties to the Agreement, and does not confer any rights on any third parties.

23. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the authorized representatives of all parties.

24. This Agreement has been made under and shall be governed by the laws of the Commonwealth of Kentucky. This Agreement and all matters related thereto shall be performed in Ohio County, Kentucky. The venue of any lawsuits arising out of this Agreement shall be in Ohio County, Kentucky.

25. Failure of any party at any time, to enforce a provision of this Agreement, shall not constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party(ies) claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute a consent to or waiver of or excuse of any other different or subsequent breach.

26. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOW THEREFORE, this Agreement is made and entered into, by and between the City of Hartford and Ohio County, Kentucky, to be effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF HARTFORD

OHIO COUNTY, KENTUCKY

BEAU WRIGHT, MAYOR

DAVID JOHNSTON, JUDGE EXECUTIVE

ATTEST:

ATTEST:

LISA MARTIN, CITY CLERK

MIRANDA FUNK, COURT CLERK

APPROVED AS TO FORM:

APPROVED AS TO FORM:

TARA WARD, CITY ATTORNEY

JUSTIN S. KEOWN, COUNTY ATTORNEY
APPROVED:

GERRY WRIGHT, JAILER

THE FOREGOING INTERLOCAL COOPERATION AGREEMENT IS APPROVED BY THE
DEPARTMENT FOR LOCAL GOVERNMENT OF THE COMMONWEALTH OF KENTUCKY AS OF
_____ DAY OF _____, 2022 PURSUANT TO KRS 65.260.

DEPARTMENT FOR LOCAL GOVERNMENT