INTERLOCAL - GOVERNMENTAL AGREEMENT ADDRESSING LAW ENFORCEMENT FUNCTIONS WITHIN

OHIO COUNTY, AND

THE CITY OF BEAVER DAM, KENTUCKY

THIS AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023,by and between the COUNTY OF OHIO, by and through the Ohio County Fiscal Court, a political subdivision of the Commonwealth of Kentucky, 130 E. Washington Street, Hartford, Kentucky 42347, hereinafter called the “County”, and the CITY OF BEAVER DAM, KENTUCKY, by and through the Beaver Dam City Council/Commission, P.O. Box 408 309 West 2nd Street, Beaver Dam, Kentucky 42320, hereinafter referred to as the “City”:

WITNESSETH

WHEREAS, Kentucky Revised Statutes Chapter 65.210 et seq., The Interlocal Cooperation Act, provides that public agencies may enter in to cooperative interlocal agreements for the purpose of permitting local governmental unites to cooperate in providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and City are political subdivisions of the Commonwealth of Kentucky that share common interests in the economic development and infrastructure of Ohio County, Kentucky; and

WHEREAS, County and City desire to enter into a cooperative interlocal agreement whereby County may assist City by providing County’s equipment and work force for use within the corporate limits of Beaver Dam, Ohio County, Kentucky, when the need for such assistance arises, all for the benefit of the citizens of Ohio County;

NOW, THEREFORE, based upon the foregoing recitations and in consideration of the mutual covenants, conditions and promises herein contained, County and City agree as follows;

1. DURATION

County and City agree that this Interlocal Agreement shall become effective upon the approval and execution of said Agreement by their respective governmental bodies or the authorized representative thereof, and upon approval of said Agreement by the Kentucky Department for Local Government, and shall, thereafter, continue in full force and effect until December 31, 2024. This agreement shall remain in effect until termination occurs and/or the expiration date noted.

1. ORGANIZATION

County and City agree that no separate legal or administrative entity has been created by this Interlocal Agreement nor have County or City delegated any of their respective powers to each other by virtue of this Agreement. County and City further agree that the County Judge/Executive and Mayor of the City of Beaver Dam, Kentucky, shall be responsible for determining which projects require the County’s assistance under the terms of this Agreement. The responsibility for the management, supervision, and control of the day-to-day operations of such projects shall remain with the County Judge/Executive in the case of County of Ohio or the Mayor’s in the case of City’s equipment and City’s work force.

1. PURPOSES

The purpose of County and City in executing this Interlocal Agreement are the sharing of their common interests in the economic development and infrastructure of Ohio County, Kentucky through County’s providing assistance to City in the form of County’s equipment and County’s work force for use on projects within the corporate limits of Beaver Dam, Ohio County, Kentucky, when the need for such assistance arises.

1. SUPERVISION AND CONTROL

All City employees acting pursuant to this Agreement shall be under the sole discretion, jurisdiction and control of the City and no City employee acting pursuant to this Agreement shall be considered an officer, agent, or employee of the County for any purpose whatsoever. The parties agree that the acts of their respective employees during any operation undertaken pursuant to this Agreement shall be the responsibility and liability, if any, of the respective governmental employer as measured by applicable state and federal law, privileges and immunities.

1. FISCAL RESPONSIBILITY

This agreement provides for cooperative action in the utilization of the parties’ members under KRS §65.255 and each party will be financially responsible for any costs incurred in the implementation of this Agreement including, but not limited to, the regular salaries and benefits of their respective employees, overtime and any other costs normally associated with agency operations.

1. INDEMINITY

The City agrees to indemnify the County, its agents and employees, from and against any and all claims, causes of action, actions, demands, judgments, and expenses, including without limitation, reasonable attorney fees, for any and all damages, loss, or injury to person(s) or property or death arising out of or in any manner related to the County’s use or supply of equipment, material and/or services pursuant to this agreement.

1. USE OF COUNTY EQUIPMENT AND/OR WORKFORCE

The County may provide, when reasonably requested to do so and if available, equipment, material and/or services to the City for various issues within the City.

1. TERMINATION

County or City may terminate this Agreement upon thirty (30) days prior written notice to each other.

1. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and no other prior representations, promises or covenants, whether written or oral, not specifically contained herein, shall be binding upon the parties. WITNESS the authorized signatures of the parties hereto:

1. MODIFICATION

This interlocal Agreement shall not be amended or otherwise modified in whole or in part without majority vote and formal adoption by the Ohio County Fiscal Court and the City of Beaver Dam.

1. ENFORCEABILITY

Should any part, term or provision of this agreement be determined to be illegal, void or in conflict with any law of Commonwealth of Kentucky, or otherwise be rendered unenforceable of ineffectual, such shall not affect the validity of the remaining portion or portions of this agreement, and the same shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands this day, month and year first hereinabove written.

 OHIO COUNTY, KENTUCKY

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DAVID JOHNSTON DATE

OHIO COUNTY JUDGE EXECUTIVE

CITY OF BEAVER DAM, KENTUCKY

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PAUL SANDEFUR DATE

 MAYOR, CITY OF BEAVER DAM

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STAFF ATTORNEY DATE

DEPT. OF LOCAL GOVERNMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF OHIO

 The foregoing Interlocal Agreement was produced, acknowledged, and sworn to before me by David Johnston in his capacity as Ohio County Judge Executive, on behalf of Ohio County, Kentucky on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My Comm. Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMONWEALTH OF KENTUCKY

COUNTY OF OHIO

 The foregoing Interlocal Agreement was produced, acknowledged, and sworn to before me by Paul Sandefur in his capacity as Mayor of the City of Beaver Dam, on behalf of the City of Beaver Dam, Kentucky on this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My Comm. Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary ID #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_