INTERLOCAL AGREEMENT BETWEEN THE CITY OF CAMARGO, KENTUCKY, THE MONTGOMERY FISCAL COURT AND THE MONTGOMERY COUNTY SHERIFFS OFFICE

Whereas, the City of Camargo, Kentucky, acting by and through its City Commission, the Montgomery County Sheriff, David Charles, and the Montgomery County Fiscal Court, acting by and through the County Judge Executive, have determined that the public health, safety, welfare, and the best interest and good of the community shall be preserved, maintained, and promoted by this agreement; and,

Whereas, the Office of the County Sheriff was created by the Kentucky Constitution, Section 99 and the duties of that office are those as are outlined in KRS Chapter 70; and,

Whereas, the City of Camargo, Kentucky is a municipal corporation duly organized and operating under the laws of the Commonwealth of Kentucky; and

Whereas, the undertaking set forth below will provide a more efficient utilization of resources and will result in improved services to the city and county; and

Now therefore, this agreement is made and entered into on this the 12 day of ctober , 2023, by and between the City of Camargo, Kentucky, by and through its Mayor Clayton Neal, and the Montgomery County Sheriff's Department acting by and through Sheriff David Charles, and the Montgomery County Fiscal Court, acting by and through County Judge Executive Christopher Haddix and for in consideration of the mutual covenants contained herein it is hereby agreed as follows:

- The Montgomery County Sheriff is authorized to enforce all state laws within the limits of the City of Camargo and all city ordinances that the city commission adopts or has previously adopted.
- 2.) The Montgomery County Sheriff has the authority to enforce ordinances of the City of Camargo at the sole discretion of the Sheriff.
- The Montgomery County Sheriff's Department shall provide this enhanced service to the City of Camargo without additional compensation from the City of Camargo to the Montgomery County Sheriff.
- 4.) The City of Camargo shall not have authority of any kind to direct, supervise, or otherwise control the Montgomery County Sheriff, nor shall the Montgomery County Sheriff be considered an officer, agent, or employee of the City of Camargo for any purpose whatsoever.
- 5.) The terms of this agreement shall be perpetual. However, this agreement may be terminated by either party upon thirty (30) days prior written notice from one party to the other.

- 6.) This agreement shall be overseen by the Mayor of the City of Camargo, the Montgomery County Sheriff, and the Montgomery County Judge Executive.
- 7.) 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.

In witness hereof, the lawful representative of the City of Camargo, Kentucky, the County of Montgomery, Kentucky, and the Montgomery County Sheriff have subscribed their signatures pursuant to the actions of their respective legislative bodies on the dates indicated below.

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By: Mayor, Clayton Neal

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Montgomery County Judge Executive

By: Christopher Haddix

10/17/2023

10/17/2023

Date

Montgomery County Sheriff

David Charles

Date