

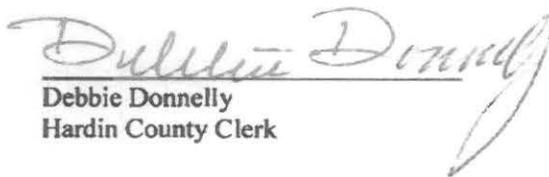
**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2020-071**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry to approve the renewal of an agreement between the County Detention Center and the US Mint Police at Fort Knox, Kentucky to house adult inmates and to authorize the Judge/Executive to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 12 May 2020


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Debbie Donnelly
Hardin County Clerk

HARDIN COUNTY DETENTION CENTER

HOUSING CONTRACT – ADULT

This CONTRACT made and entered into this 1st day of July, 2020, by and between HARDIN COUNTY, KENTUCKY, by and through Hardin County Jailer Josh Lindblom and Judge Harry Berry, hereinafter referred to as COUNTY, and the UNITED STATES MINT POLICE, UNITED STATES DEPARTMENT OF THE TREASURY, Fort Knox, Kentucky, hereinafter referred to as the UNITED STATES .

WHEREAS the County owns and operates a detention facility known as the HARDIN COUNTY DETENTION CENTER, located in Elizabethtown, Hardin County, Kentucky: and

WHEREAS the United States desires to lodge its prisoners in said facility;

NOW, THEREFORE, the County and the United States agree as follows:

1. That the County will provide detention facility space on an "as available" basis for prisoners provided by the United States. The County will provide for the well-being of such prisoners in the same manner as other prisoners in the facility, to include all necessary food, clothing, and medical care.
2. That the United States shall pay to the County the sum of Thirty-One Dollars (\$31.00) per day per prisoner for providing said space.
3. That in the event any prisoner provided by the United States requires medical treatment while in the custody of the County, any expenses incurred for obtaining medical treatment within the facility shall be billed to and reimbursed by the United States and any expenses incurred in obtaining medical treatment outside of the facility shall be directly billed by the provider to the United States and paid by the United States.
4. That in the event if any prisoner from the United States needs to be housed in the medical unit of the detention facility, that the United States shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day per prisoner for providing said space.
5. That in the event any prisoner provided by the United States damages or destroys any property belonging to the County, the County will submit a claim for damages to the United States for processing in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq.

6. That in the event any prisoner provided by the United States requires any special or around-the-clock guard status such as, but not limited to, any periods of hospitalization, the United States agree to reimburse the County for the expense of said officer duty.
7. That at all times, the prisoner shall remain under the jurisdiction of the Courts of the United States and at no time shall the prisoner be subject to any release Orders from a State Court unless it be for an event taking place at the Hardin County Detention Center.
8. That any expense incurred in transporting prisoners will be paid by the County.
9. That the County bill the United States the expenses enumerated herein on a monthly basis. And that the United States agree to pay said bill in full no later than forty-five (45) days after its receipt. The parties shall cooperate with each other to resolve any billing dispute expeditiously.
10. This agreement is for an initial term of two (2) years and will renew for successive 1 year terms thereafter unless either party provides 60-day written notice to the other party of its desire to terminate this agreement.

COORDINATION: This agreement has been coordinated with and received the concurrence of the Hardin County Attorney and Chief Counsel, United States Mint.

WITNESS the hands of the parties hereto on this the date first above written.

County:



JOSH LINDBLOM
HARDIN COUNTY JAILER



HARRY L. BERRY
COUNTY JUDGE/EXECUTIVE

United States:



ROBERT L. BOOTH
FIELD CHIEF
UNITED STATES BULLION DEPOSITORY
FORT KNOX, KENTUCKY