

CASE NO. 5-31

INTERLOCAL COOPERATION AGREEMENT

Pursuant to KRS 65.210 et seq, the City of Benton, Kentucky ("Benton"), the City of Hardin, Kentucky ("Hardin"), Calvert City, Kentucky ("Calvert City") and Marshall County, Kentucky ("the County") hereby adopts this interlocal cooperation agreement and does agree as follows:

1. This agreement shall continue in full force and effect until 10 days written notice of termination is given to all other parties.

2. The County hereby agrees that it shall assist Benton, Calvert City, and Hardin in maintaining the city streets, right of ways, city parks and other municipal properties upon request and when, in the sole descretion of the County, it serves the general welfare of the County. The County shall provide such assistance only when in its sole descretion the request is reasonable and the County has the manpower and equipment readily available to fulfill such requests.

3. Benton, Hardin, and Calvert City agree to provide assistance to the County on the same terms and conditions stated hereinabove.

4. The parties hereto expressly declare the purposes of this interlocal cooperation agreement to be in the public interest, and mutually beneficial to the undersigned.

Mike Miller
MIKE MILLER
MARSHALL COUNTY JUDGE EXECUTIVE

DANNY BAKER
DANNY BAKER
MAYOR, CITY OF HARDIN, KENTUCKY

1/86-12/89
KEAN MCKINNEY
CALVERT CITY MAYOR, CALVERT CITY KY

Coy Creason
COY CREASON
MAYOR, CITY OF BENTON, KENTUCKY



FREDERIC J. COWAN
ATTORNEY GENERAL

COMMONWEALTH OF KENTUCKY

March 13, 1990

CIVIL AND ENVIRONMENTAL LAW DIVISION
NATHAN GOLDMAN, DIRECTOR

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THE CAPITOL
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116
Missy Moss
Marshall County Attorney's Office
Courthouse
P.O. Box 472
Benton, Kentucky 42025

Dear Ms. Moss:

Your recent letter concerns a proposed agreement under the Interlocal Cooperation Act (KRS 65.210 to KRS 65.300).

If you do in fact intend to execute an interlocal agreement, you need to pay particular attention to KRS 65.250 which sets forth the required contents of such an agreement. Note, for example, that every agreement shall provide for a separate legal or administrative entity to administer the agreement or a single administrator or a joint board. The agreement shall set forth its duration, the manner of financing the joint or cooperative undertaking and procedures concerning the partial or complete termination of the agreement. None of these items are covered in your proposed agreement.

The proposed agreement is too general and nonspecific. If you want an agreement relative to street maintenance, see KRS 178.010(4) providing in part that such an agreement must state in part that the city will pay all costs incurred for work done by the county.

If you want a joint parks program, you probably will not need an interlocal agreement. KRS Chapter 97 authorizes joint city-county parks programs.

What you mean by an agreement relative to other municipal properties is not clear. There may not be authority for such a project but whatever the joint or cooperative undertaking involves, it should be set forth with some specificity.

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Before this office approves an interlocal agreement, we need the original of the agreement fully executed by all participants with a place for the Attorney General's signature. We also need copies of the ordinances, orders, resolutions of the participants wherein they set forth their intent to participate in the joint or cooperative undertaking.

Sincerely,

FREDERIC J. COWAN
ATTORNEY GENERAL



Thomas R. Emerson
Assistant Attorney General

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Enclosure