



RECEIVED MAY 25 1990

**FREDERIC J. COWAN
ATTORNEY GENERAL**

COMMONWEALTH OF KENTUCKY

May 18, 1990

CIVIL AND ENVIRONMENTAL LAW DIVISION
ANN M. SHEADEL, DIRECTOR

THE CAPITOL
FRANKFORT 40601
502/564-7600

Kerry B. Harvey, Esq.
Marshall County Attorney
Courthouse, P.O. Box 472
Benton, Kentucky 42025

Dear Mr. Harvey:

This office has reviewed the proposed agreements, to be executed under the terms and provisions of the Interlocal Cooperation Act (KRS 65.210 to KRS 65.300), by the Marshall County Fiscal Court and the cities of Benton, Hardin and Calvert City.

The proposed agreements cannot be approved at this time and are, therefore, being returned to you. For one thing, we have not been furnished with copies of the ordinances or orders of the participating cities as required by KRS 65.240(2).

In a letter to Ms. Missy Moss of your office, dated March 13, 1990, the undersigned Assistant Attorney General attempted to set forth the deficiencies in the earlier draft of the agreements. Some of those problems still remain.

The proposed agreements purport to deal with the maintenance of streets, parks, right of ways and other public improvements. Street maintenance by the county for a city is authorized by KRS 178.010(4). The remainder of the proposed agreements are too nonspecific. See the earlier letter to Ms. Moss. The "other public improvements" are not identified. If you want a joint parks program you probably will not need an interlocal agreement as KRS Chapter 97 authorizes joint city-county park programs. The proposed agreements attempt to

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Kerry B. Harvey, Esq.
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include too many projects, most of which are not sufficiently identified or described. There may not even be statutory authority for some of them.

Sincerely,

FREDERIC J. COWAN
ATTORNEY GENERAL

A handwritten signature in cursive script that reads "Thomas R. Emerson". The signature is written in dark ink and is positioned above the typed name.

Thomas R. Emerson
Assistant Attorney General

TRE:sjj

Enclosures


RESOLUTION OF THE MARSHALL COUNTY FISCAL COURT

WHEREFORE, THE MARSHALL COUNTY FISCAL COURT FINDS THAT IT IS BENEFICIAL TO THE CITIZENS OF MARSHALL COUNTY TO COOPERATE WITH THE INCORPORATED MUNICIPALITIES CONTAINED WITHIN IT BOUNDARIES IN THE MAINTENANCE OF PUBLIC IMPROVEMENTS; AND

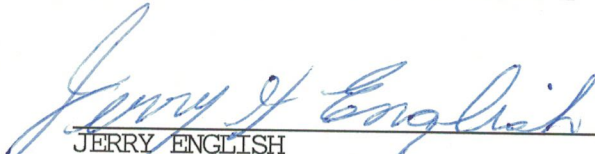
WHEREFORE, THE MARSHALL COUNTY FISCAL COURT FINDS THAT THIS BENEFICIAL PUBLIC PURPOSE CAN BE SERVED BY THE UTILIZATION OF COUNTY LABOR AND EQUIPMENT IN THE COMPLETION OF CERTAIN SPECIFIED PUBLIC PROJECTS WITHIN THE LIMITS OF THE CITIES OF BENTON, HARDIN AND CALVERT CITY:

NOW THEREFORE BE IT RESOLVED, BY THE MARSHALL COUNTY FISCAL COURT HERE ASSEMBLED THAT MARSHALL COUNTY ENTER INTERLOCAL COOPERATION AGREEMENTS BETWEEN IT AND THE CITIES OF BENTON, HARDIN AND CALVERT CITY RESPECTIVELY, IN THE FORM ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.


THIS THE 17th DAY OF April, 1990.



MIKE MILLER
MARSHALL COUNTY JUDGE/EXECUTIVE



JERRY ENGLISH
MAGISTRATE, DISTRICT TWO

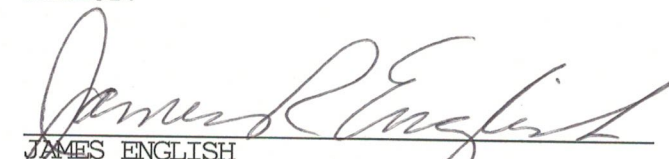


GORDON HARGROVE
MAGISTRATE, DISTRICT THREE



JEROME HICKS
MAGISTRATE, DISTRICT ONE

ATTEST:



JAMES ENGLISH
MARSHALL COUNTY COURT CLERK

INTERLOCAL AGREEMENT

Pursuant to KRS 65.210 et sec and, in part, KRS 178.010, the Marshall County Fiscal Court ("the County") and the City of Benton, Kentucky ("Benton") hereby adopt this interlocal cooperation agreement and do hereby agree as follows:

1. This agreement shall continue in full force and effect for a period of four years, provided however, that either party may terminate the said agreement earlier by delivering written notice of termination to the other party 30 days in advance of the termination date.

2. The purpose of this agreement is to allow the County to assist Benton from time to time in the maintenance of its streets, parks, right-of ways and other public improvements. The parties contemplate that, from time to time, certain maintenance or improvement projects will be undertaken pursuant to this agreement for which Benton does not independently own or control sufficient equipment or does not employ sufficient manpower. The County will undertake to assist Benton only on such specific projects as received prior approval of the Fiscal Court.

3. No separate legal or administrative entity is created hereby and the parties agree that the Marshall County Judge/Executive and the Mayor of the City of Benton shall jointly administer the cooperative undertaking.

4. The County may, after approving a joint undertaking subject to the provisions herein, provide equipment and labor to assist with said undertaking. Benton shall pay all actual expenses associated with the provision of equipment and labor by the County including, without limitation, the cost of wages, supplies, and a reasonable expense for the use of county equipment.

5. The parties do not contemplate that property will be acquired in the name of the joint undertaking with the exception of supplies and materials which shall be paid for by Benton and shall become its property.

6. Before any joint undertaking is commenced pursuant to this agreement, the Marshall County Judge/Executive shall submit such information to the Marshall County Fiscal Court as is needed to demonstrate that the project is feasible and beneficial, including, without limitation, projected cost of the project, equipment and manpower to be utilized and the duration required to complete the project.

7. The parties contemplate that the maintenance and improvement projects which shall be jointly undertaken as a result of this agreement will be primarily related to maintenance and improvement of city streets and right-of-ways and other similar public improvements.

THIS THE 11th DAY OF April, 1990.

Mike Miller
MIKE MILLER
MARSHALL COUNTY JUDGE/EXECUTIVE

INTERLOCAL AGREEMENT

Pursuant to KRS 65.210 et sec and, in part, KRS 178.010, the Marshall County Fiscal Court ("the County") and the City of Hardin, Kentucky ("Hardin") hereby adopt this interlocal cooperation agreement and do hereby agree as follows:

1. This agreement shall continue in full force and effect for a period of four years, provided however, that either party may terminate the said agreement earlier by delivering written notice of termination to the other party 30 days in advance of the termination date.

2. The purpose of this agreement is to allow the County to assist Hardin from time to time in the maintenance of its streets, parks, right-of ways and other public improvements. The parties contemplate that, from time to time, certain maintenance or improvement projects will be undertaken pursuant to this agreement for which Hardin does not independently own or control sufficient equipment or does not employ sufficient manpower. The County will undertake to assist Hardin only on such specific projects as received prior approval of the Fiscal Court.

3. No separate legal or administrative entity is created hereby and the parties agree that the Marshall County Judge/Executive and the Mayor of the City of Hardin shall jointly administer the cooperative undertaking.

4. The County may, after approving a joint undertaking subject to the provisions herein, provide equipment and labor to assist with said undertaking. Hardin shall pay all actual expenses associated with the provision of equipment and labor by the County including, without limitation, the cost of wages, supplies, and a reasonable expense for the use of county equipment.

5. The parties do not contemplate that property will be acquired in the name of the joint undertaking with the exception of supplies and materials which shall be paid for by Hardin and shall become its property.

6. Before any joint undertaking is commenced pursuant to this agreement, the Marshall County Judge/Executive shall submit such information to the Marshall County Fiscal Court as is needed to demonstrate that the project is feasible and beneficial, including, without limitation, projected cost of the project, equipment and manpower to be utilized and the duration required to complete the project.

7. The parties contemplate that the maintenance and improvement projects which shall be jointly undertaken as a result of this agreement will be primarily related to maintenance and improvement of city streets and right-of-ways and other similar public improvements.

THIS THE 11th DAY OF April, 1990.

Mike Miller
MIKE MILLER
MARSHALL COUNTY JUDGE/EXECUTIVE

INTERLOCAL AGREEMENT

Pursuant to KRS 65.210 et sec and, in part, KRS 178.010, the Marshall County Fiscal Court ("the County") and the City of Calvert City, Kentucky ("Calvert") hereby adopt this interlocal cooperation agreement and do hereby agree as follows:

1. This agreement shall continue in full force and effect for a period of four years, provided however, that either party may terminate the said agreement earlier by delivering written notice of termination to the other party 30 days in advance of the termination date.

2. The purpose of this agreement is to allow the County to assist Calvert from time to time in the maintenance of its streets, parks, right-of ways and other public improvements. The parties contemplate that, from time to time, certain maintenance or improvement projects will be undertaken pursuant to this agreement for which Calvert does not independently own or control sufficient equipment or does not employ sufficient manpower. The County will undertake to assist Calvert only on such specific projects as received prior approval of the Fiscal Court.

3. No separate legal or administrative entity is created hereby and the parties agree that the Marshall County Judge/Executive and the Mayor of the City of Calvert City shall jointly administer the cooperative undertaking.

4. The County may, after approving a joint undertaking subject to the provisions herein, provide equipment and labor to assist with said undertaking. Calvert shall pay all actual expenses associated with the provision of equipment and labor by the County including, without limitation, the cost of wages, supplies, and a reasonable expense for the use of county equipment.

5. The parties do not contemplate that property will be acquired in the name of the joint undertaking with the exception of supplies and materials which shall be paid for by Calvert and shall become its property.

6. Before any joint undertaking is commenced pursuant to this agreement, the Marshall County Judge/Executive shall submit such information to the Marshall County Fiscal Court as is needed to demonstrate that the project is feasible and beneficial, including, without limitation, projected cost of the project, equipment and manpower to be utilized and the duration required to complete the project.

7. The parties contemplate that the maintenance and improvement projects which shall be jointly undertaken as a result of this agreement will be primarily related to maintenance and improvement of city streets and right-of-ways and other similar public improvements.

THIS THE 10th DAY OF April, 1990.



MIKE MILLER
MARSHALL COUNTY JUDGE/EXECUTIVE