

**INTERLOCAL AGREEMENT:  
TORNADO DEBRIS REMOVAL**

WHEREAS, the tornado of December 10, 2021, caused substantial destruction and damage to the commercial and residential property of the citizens of Marshall County, Kentucky, including property located on or immediately adjacent to property owned or controlled by the North Marshall Water District;

WHEREAS, the tornado damage has caused massive amounts of debris scattered throughout Marshall County, including property located on or immediately adjacent to property owned or controlled by the North Marshall Water District;

WHEREAS, Within the FEMA Public Assistance (PA) Program, there is a federal, state, and local share,

WHEREAS, Marshall County and the North Marshall Water District desire to enter into an agreement pursuant to KRS 65.210 through KRS 65.300 to cooperate together to clean up the debris resulting from the 2021 tornado in the most efficient manner;

NOW THEREFORE, it is hereby understood, resolved, and agreed to as follows:

1. Marshall County will collect all FEMA eligible debris throughout Marshall County including property located on or immediately adjacent to property owned or controlled by the North Marshall Water District;
2. Marshall County will be the applicant within FEMA Public Assistance (PA) Program as it relates to debris pickup and removal resulting from the December 2021 tornado.
3. The Marshall County debris monitor contractor will provide the North Marshall Water District with a reporting software which will show the location of collected debris.
4. For any debris collected by Marshall County on or about property owned or controlled by the North Marshall Water District, either directly or through third party contractors, the North Marshall Water District will pay Marshall County for that portion of the debris removed from the city limits within thirty (30) days of receiving an invoice for the 2<sup>nd</sup> version of the Marshall County debris project obligation; said invoice shall be submitted as soon as possible and within a time frame to allow the city to recover the maximum amount financial assistance available through the FEMA Public Assistance (PA) Program.
5. North Marshall Water District's portion of the share of the debris removal shall be at the same rate as Marshall County's share.
6. Both Marshall County and the North Marshall Water District will make all reasonable efforts to reduce the local share through all available methods to include, but not limited

to, FEMA PA resource grants and FEMA timeliness incentives (aka limited 100% timeframe).

7. The term of this agreement shall be ninety (90) days and may be extended if an extension is needed to complete the debris clean up.
8. No additional legal entity is created under this agreement. No real or personal property will be acquired by any of the parties under the scope and intended purpose of this agreement. No sharing or intermingling of employee labor is contemplated under this agreement.
9. Marshall County and the North Marshall Water District shall each be solely responsible for making any necessary changes to their respective budgets.
10. This agreement shall not be assigned in whole or in part without the written consent of all parties.

RESOLVED by the parties as evidenced by the signatures below:

\_\_\_\_\_  
KEVIN NEAL, Judge-Executive  
Marshall County Fiscal Court

\_\_\_\_\_  
Chair, North Marshall Water Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Fiscal Court Clerk

Attest: \_\_\_\_\_

This Interlocal Agreement between the Marshall County Fiscal Court and the North Marshall Water District is in the proper form, is compatible with the laws of the Commonwealth of Kentucky, and meets the conditions set forth in KRS 65.210 through 65.300. Therefore this Agreement is approved pursuant to KRS 65.260(2).

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF LOCAL GOVERNMENT

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_