

INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Agreement made by and between the COUNTY OF MARSHALL, KENTUCKY, a County in the Commonwealth of Kentucky, hereinafter referred to as "COUNTY", and the NORTH MARSHALL WATER DISTRICT, a Kentucky Water District in Marshall County, Kentucky, hereinafter referred to as "DISTRICT", and the CITY OF BENTON, KENTUCKY, hereinafter referred to as "CITY".

WHEREAS, the County, District and City are engaged in a cooperative effort to connect the District's water distribution system with the City's water distribution system pursuant to the County's plan to interconnect each of the water distribution systems within the County; and

WHEREAS, the parties desire to execute a formal agreement regarding the duties and responsibilities each shall have in this cooperative effort;

NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by the parties, the County, District and City agree as follows:

1. **PROJECT:** The purpose of this Agreement is to formally establish, by written agreement, a joint effort of the parties to interconnect the District's water distribution system with that of the City's at a point north of the corporate city limits of the City pursuant to plans and specifications prepared by Florence and Hutcheson, Inc., that have been approved by the State.

2. **COUNTY'S RESPONSIBILITIES:**

a. The County agrees to keep accurate records of the time on its personnel and all cost and expenses incurred related to this project.

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BY Charles L. Dorn
EXECUTIVE DIRECTOR

b. The County agrees to provide and make available its equipment and any qualified operators required for operation of same required for the installation of a eight inch (8") water line from the City's existing water distribution system on North Main Street to the point where same will connect with the District's eight inch (8") water line located on U. S. Highway 641;

c. The County agrees to provide any of its personnel that may be needed or required to complete this project;

d. The County agrees to provide the right of way or permits as shall be needed or required to install the water line along and within the right of way of any county roads; and,

e. The County agrees to pay one-third (1/3) of the cost of this project. The County will receive and be entitled to a credit on its in-kind contributions at the following agreed rates:

- i. Track Hoe: \$60.00 per hour
- ii. Track Hoe Operator: \$16.50 per hour
- iii. Any Other County Employees: \$12.00 per hour

3. CITY'S RESPONSIBILITIES:

a. The City agrees to keep accurate records of the time on its personnel and all cost and expenses incurred related to this project.

b. The City agrees to provide and make available its equipment and any qualified operators required for operation of same required for the installation of the water line required for this project;

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EXECUTIVE DIRECTOR

c. The City agrees to provide that supervision and any inspections required for the line installed to meet any State and Health Code Requirements;

d. The City agrees to order and have on hand any of those materials required for completion of the project including, but not limited to, pipe, valves and those meters required for interconnection of the water distribution systems; and,

e. The City agrees to pay one-third (1/3) of the cost of this project. The City will receive and be entitled to a credit on its in-kind contributions at the following agreed rates:

- i. Backhoe: \$40.00 per hour
- ii. Backhoe Operator: \$15.00 per hour
- iii. Boring Machine: \$40.00 per hour
- iv. Boring Machine Operator: \$15.00 per hour
- v. Other City Employees: \$12.00 per hour

4. DISTRICT'S RESPONSIBILITIES:

a. The District agrees to pay one-third (1/3) of the cost of this project, and acknowledges that it will be making no in-kind contributions for which it will be entitled to a credit; and,

b. The District agrees to install the meters for its customers that will be served by the water line installed pursuant to this Agreement.

5. TERMINATION: The Agreement will automatically terminate upon completion of this cooperative effort.

6. MISCELLANEOUS PROVISION: This Agreement represents the entire understanding and agreement of the parties, and all prior covenants, agreements, presentations

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EXECUTIVE DIRECTOR

and covenants are merged herein. This Agreement shall be binding upon the parties and deemed fully enforceable in law or in equity. If any provision of this Agreement shall be invalid under applicable law, that invalidity shall effect the remaining provisions of this Agreement.

7. **EFFECTIVE DATE:** The effective date of this Agreements shall be on that date on which it was executed by the least of the parties.

This the _____ day of October, 2001.

MARSHALL COUNTY, KENTUCKY

By: Mike Miller
MIKE MILLER, COUNTY JUDGE EXECUTIVE
DATE: Oct 17, 2001

CITY OF BENTON, KENTUCKY

By: James H. Wiseman
JAMES H. WISEMAN, MAYOR
DATE: _____

NORTH MARSHALL WATER DISTRICT

By: Bennie W. Danell
_____, CHAIRMAN
DATE: 10-23-01

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BY Charles L. Dorn
EXECUTIVE DIRECTOR