

**City of Smiths Grove, KY Resolution 01-4**

**Warren County Kentucky Resolution No. 11**

***Interlocal agreement***

***Effective April 27, 2001***

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF WARREN AND THE CITY OF SMITHS GROVE ALLOWING WARREN COUNTY TO USE IT PERSONNEL, MATERIALS OR EQUIPMENT TO THE CITY OF SMITHS GROVE TO BE USED ONLY ON STREETS. WARREN COUNTY CAN THEN BILL THE CITY OF SMITHS GROVE.

This resolution became effective on April 27, 2001 and will expire 30 days after written notice from either party.

Bert Higginbotham March 29, 2011

COMMONWEALTH OF KENTUCKY  
COUNTY OF WARREN

WARREN FISCAL COURT

RESOLUTION NO. 11

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT  
BETWEEN THE COUNTY OF WARREN AND THE CITY OF  
SMITHS GROVE

WHEREAS, the County of Warren hereinafter referred to as "County" and the City of Smiths Grove hereinafter referred to as "City" wish to participate in a joint cooperative governmental endeavor under Kentucky County Home Rule Law as contained in KRS 67.080 and KRS 67.083(8)(a); and

WHEREAS, under the provisions of the above-stated statute, Warren County may provide and/or expend personnel, materials or equipment on streets located within the incorporated boundaries of cities within Warren County; and

WHEREAS, the attached Interlocal Agreement is between the County of Warren and the City of Smiths Grove pursuant to the provisions of Kentucky law contained therein; and

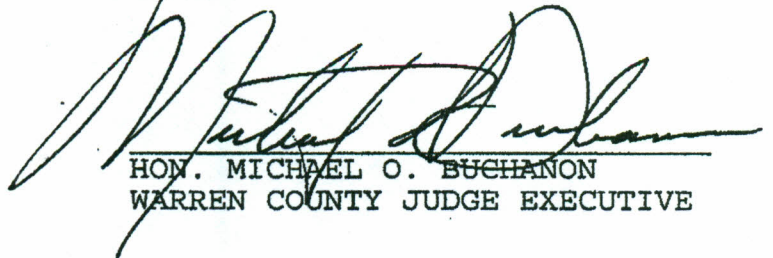
WHEREAS, KRS 65.260(3) requires a resolution from Warren Fiscal Court and the City of Smiths Grove and further requires a written agreement to be executed by the parties thereto. Further KRS 65.260(3) provides that "...the agreement of the Attorney General or the Department of Local Government is not necessary for any cooperative agreement which involves the construction, reconstruction or maintenance of a municipal road..."

NOW THEREFORE BE IT RESOLVED by the Fiscal Court of Warren County that the Interlocal Agreement attached hereto and made a part hereof is hereby APPROVED contingent upon all conditions set

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forth therein.

Passed this 27<sup>th</sup> day of April, 2001.

  
HON. MICHAEL O. BUCHANON  
WARREN COUNTY JUDGE EXECUTIVE

Passed by a vote of 7 to 0

ATTESTED BY:

  
WARREN FISCAL COURT CLERK



COMMONWEALTH OF KENTUCKY  
CITY OF SMITHS GROVE

CITY OF SMITHS GROVE, KENTUCKY

RESOLUTION NO. \_\_\_\_

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SMITHS GROVE  
AND WARREN COUNTY, KENTUCKY

WHEREAS, the City of Smiths Grove hereinafter referred to as "City" and the County of Warren hereinafter referred to as "County" wish to participate in a joint cooperative governmental endeavor under Kentucky County Home Rule Law as contained in KRS 67.080 and KRS 67.083(8)(a); and

WHEREAS, under the provisions of the above-stated statute, Warren County may provide and/or expend personnel, materials or equipment on streets located within the incorporated boundaries of cities within Warren County; and

WHEREAS, the attached Interlocal Agreement is between the City of Smiths Grove and the County of Warren pursuant to the provisions of Kentucky law contained therein; and

WHEREAS, KRS 65.260(3) requires a resolution from the City of Smiths Grove and Warren County and further requires a written agreement to be executed by the parties thereto. Further KRS 65.260(3) provides that "...the agreement of the Attorney General or the Department of Local Government is not necessary for any cooperative agreement which involves the construction, reconstruction or maintenance of a municipal road..."

NOW THEREFORE BE IT RESOLVED by City Council of Smiths Grove that the Interlocal Agreement attached hereto and made a part hereof is hereby APPROVED contingent upon all conditions set forth

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therein.

Passed this 23<sup>rd</sup> day of April, 2001.

Walt M<sup>c</sup> Cay  
WALT MCCAY, MAYOR  
CITY OF SMITHS GROVE

Passed by a vote of 5 to 0

ATTESTED BY:

Lili A. Weissman  
CITY CLERK

**CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk for the City of Smiths Grove, Kentucky; that the foregoing is a true and complete copy of a certain resolution duly adopted by the City of Smiths Grove, Kentucky, at a duly convened meeting properly held on the 23<sup>rd</sup> day of April, 2001; that said meeting was duly held in accordance with all applicable requirements of Kentucky Law, including KRS 61.810, 61.815, and 61.820, that a quorum was present at said meeting; that said Resolution has not been amended, modified, revoked or repealed; and that the same is now in full force and effect.

IN TESTIMONY WHEREOF, WITNESS MY SIGNATURE THIS 24<sup>TH</sup> DAY OF APRIL, 2001.

Clerk

  
Vicki K. Weisshaar



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## INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made, entered into and effective this the 27 day April, 2001 by and among the COUNTY OF WARREN, KENTUCKY ("County"), and the CITY OF SMITHS GROVE, ("City") a duly authorized city government of the fifth class located in Warren County, Kentucky. The parties herein are collectively referred to as "parties".

### WITNESSETH:

WHEREAS, pursuant to KRS 178.010(4) county personnel, materials or equipment can be used on streets within the incorporated cities of a County; and

WHEREAS, KRS 67.083(8)(a) authorizes joint cooperative governmental endeavors under Kentucky's County Home Rule Law contained in KRS 67.080 and KRS 67.083(8)(a); and

WHEREAS, the statutory authority quoted hereinabove to wit: KRS 178.010(4), 67.083(8)(a) and KRS 67.080 permit a county to expend county personnel, materials or equipment on streets located within its incorporated cities; and

WHEREAS, the County of Warren and City of Smiths Grove, Kentucky wish to enter into this Agreement in compliance with KRS 65.210 to 65.300; and

WHEREAS, the parties acknowledge that Warren County, Kentucky is a duly authorized county government with all powers conferred upon it under KRS 67.080 and KRS 67.083(8)(a) and the City of Smiths Grove is an incorporated city of the fifth class located within Warren County Kentucky, and

WHEREAS, the parties hereby agree that Warren County may, from time to time, during the term of this agreement provide personnel, materials or equipment to the City of Smiths Grove to be used only on streets within the incorporated City of Smiths Grove, said streets not being part of the county road system. The parties further agree that upon a request by the City of Smiths Grove to the Warren County Judge Executive and with the Warren County Judge Executive's approval, county personnel, materials or equipment may be made available to the City of Smiths Grove in a reasonable time after the request by Smiths Grove. The parties further agree that the City of Smiths Grove will utilize said county personnel, materials or equipment only on incorporated streets within the city and/or incorporated limits of Smiths Grove, Kentucky and shall designate said streets in its request; and

WHEREAS, the parties further agree that in consideration for Warren County providing personnel, materials or equipment to be expended on the city streets of Smiths Grove that the City of Smiths Grove will pay to Warren County, one hundred percent (100%) of Warren County's cost as determined by the Warren County Judge



Executive or his designee. Warren County may bill the City of Smiths Grove at any time after county personnel, materials or equipment are utilized and the City of Smiths Grove shall make payment therefore within thirty (30) days after receipt of a bill from Warren County. In lieu of one hundred percent (100%) reimbursement, Warren County reserves the right to all other options of payment from the City of Smiths Grove as set forth in KRS 178.010(4) in the discretion of the Warren County Judge Executive; and

WHEREAS, the parties agree that this Interlocal Agreement shall remain in effect on a monthly basis until either party cancels same by giving the other thirty (30) days notice. Said agreement to begin on the 27 day of April, 2001 and continue until the \_\_\_ day of \_\_\_, 2002. Said notice shall be in writing and either party may cancel this agreement with or without cause. Any money for county personnel, materials or equipment due and owing at the time of cancellation shall be paid to Warren County by the City of Smiths Grove no later than thirty (30) days of the receipt of a bill from Warren County. At the end of twelve (12) months, the parties herein by mutual agreement may extend this agreement on a month to month basis for a second year according to the terms and conditions set forth hereinabove.

#### SECTION 1

##### NATURE OF AGREEMENT

The Parties agree to engage in a joint and cooperative undertaking only within the scope set out in this Agreement and do not intend to create among them any relationship of surety, indemnification or responsibilities for debts, liabilities or claims, or liabilities incurred by any Party in its governmental operation, other than as specifically set out herein. Furthermore, the execution of this Agreement shall not constitute a waiver of any defense or immunity that the County would otherwise be entitled to under any applicable law.

#### SECTION 2

##### NON-LIABILITY OF OFFICERS AND EMPLOYEES

No officer or employee of any party shall be subject to any personal liability for any debt or contract created by this Agreement or as a result thereof.

#### SECTION 3

##### FURTHER ACTS AND DEEDS

Each party hereto directs and authorizes its County Judge/Executive and all other officers as may be necessary to effectuate the terms of this document to execute, acknowledge and



deliver on behalf of the county any and all agreements, documents, certificates, deeds of conveyance and instruments as may be necessary or required, upon the advice of counsel, to implement the terms of this Agreement, without further approval of any Party's governing board, fiscal court or city council.

#### SECTION 4

##### CONSTRUCTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

#### SECTION 5

##### SEVERABILITY

If any provision of this Agreement should be held to be in conflict with or in violation of any applicable statute, constitutional provision, law or regulation, or should be held by a court of competent jurisdiction to be unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining portions of this Agreement.

#### SECTION 6

##### APPROVAL BY FISCAL COURT

Prior to and as a condition precedent to its entry into force this Interlocal Agreement shall be approved by both the governing body of Warren County, Kentucky to wit Warren Fiscal Court and the governing body of the City of Smiths Grove to wit the City Council of Smiths Grove. Further pursuant to KRS 65.260(3), this Interlocal Agreement involves only the construction, reconstruction or maintenance of the municipal road and therefore the submission of this Interlocal Agreement to the Attorney General or the Department of Local Government "shall not be required."

This the 27th day of April, 2001.

County of WARREN, KENTUCKY

By: 

County Judge Executive

City of SMITHS GROVE, KENTUCKY

By: 

Mayor

Authorized by \_\_\_\_\_ adopted  
on \_\_\_\_\_ reading by the Fiscal Court  
of Warren County on April 27,  
2001.

Attest:

  
WARREN FISCAL COURT CLERK

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The execution and delivery of the foregoing instrument was  
acknowledged before me on the 27 day of April, 2001, by  
MICHAEL O. BUCHANON and SUE GREATHOUSE who are the County Judge  
Executive and Fiscal Court Clerk, respectively, of title County of  
Warren, Kentucky, acting on behalf of said County.

WITNESS my signature this 27 day of April, 2001.


  
NOTARY PUBLIC  
My Commission Expires: 10-27-2001

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The execution and delivery of the foregoing instrument was  
acknowledged before me on the 23 day of April, 2001, by  
WALT MCCAY, Mayor of Smiths Grove, Kentucky.

WITNESS my signature this 23 day of April, 2001.

  
NOTARY PUBLIC  
My Commission Expires July 8, 2005