

**CITY OF ELKTON**  
**INTERLOCAL COOPERATION AGREEMENT**

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the BOARD OF EDUCATION OF TODD COUNTY, KENTUCKY (hereinafter “the Board”) and the CITY OF ELKTON, KENTUCKY (hereinafter “the City”);

**WITNESSETH:**

WHEREAS, the Parties to this Agreement deem it mutually advantageous to enter into an Agreement for the City to provide to the Board sewage treatment utility services;

WHEREAS, the City has the sewage treatment capability to treat the Board’s wastewater;

WHEREAS, the Board may incur significant expense to either transport its wastewater to the City for treatment or construct a wastewater transmission line from North Todd Elementary School to the City;

WHEREAS, the Board and the City may construct a sewer line from North Todd Elementary School to the City’s current sewer lines;

WHEREAS, it is the desire of the Parties to memorialize their Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties to this Agreement are the Board of Education of Todd County, Kentucky (“the Board”) and the City of Elkton, Kentucky (“the City”).
2. This Agreement is entered into by the Parties pursuant to the provision of KRS 65.210 through KRS 65.300, and the Parties pursuant to the Agreement may jointly exercise

any or all of the powers and privileges conferred upon the Interlocal Cooperative Agreement participants by those statutes.

3. This Agreement shall be administered by the City.

4. The City shall be responsible for the general control and management of its wastewater treatment plant and shall from time to time as may be necessary accept wastewater and other effluent from the Board. Initially, the wastewater and other effluent will be delivered by the Board to the City's wastewater treatment plant for disposal.

5. The City agrees to accept all wastewater and other effluent delivered to it by the Board.

6. The Board and the City recognize the Board may in the future or the Board and the City may in the future construct a wastewater treatment line from North Todd Elementary School to the City's sewer lines on the North side of the City and the City agrees the Board paying the fees assessed for wastewater treatment, the City shall not interrupt or discontinue treatment of the Board's wastewater.

7. The Board shall compensate the City for wastewater treatment at the following rates: \_\_\_\_\_

8. In the event the Board constructs a wastewater line from North Todd Elementary School to the City's treatment system, at the Board's expense, that treatment system shall remain the property of the Board and shall be maintained at the Board's expense.

9. In the event the Board and the City jointly construct a wastewater treatment line from North Todd Elementary School to the City, the Board's share of those costs shall be capitalized and in addition to the costs of treatment of the Board's wastewater, the Board shall pay its proportionate share of the costs thereof capitalized over forty (40) years. The Board's

proportionate share may vary from time to time based upon the amount of effluent being transported through the sewer line.

10. The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_, and shall thereafter renew automatically for \_\_\_\_\_ year terms until terminated by Board and the City.

11. This Agreement shall be construed in accordance with and governed by laws of the Commonwealth of Kentucky and the laws of the United States of America applicable transaction within the Commonwealth of Kentucky.

12. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect for any reason, that such invalidity, illegality, or unenforceability shall not affect any other provision hereof. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

13. This Agreement constitutes the entire, sole, and only Agreement of the Parties hereto and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement.

14. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

15. This Agreement shall become effective upon the adoption by the Board and the Elkton City Council and approval by the Commissioner of Education of the Commonwealth of Kentucky and by the Attorney General of the Commonwealth of Kentucky.

In witness whereof, the Parties by their authorized representatives have executed this Agreement on the dates set forth below.

Board of Education of Todd County, Kentucky

By:

\_\_\_\_\_ (signature)

Mark Thomas, Superintendent

\_\_\_\_\_ (date)

Approved by Resolution of Board of Education on \_\_\_\_\_ (date)

City of Elkton, Kentucky

By:

\_\_\_\_\_ (signature)

\_\_\_\_\_, Mayor

\_\_\_\_\_ (date)

Approved by Resolution of the Elkton City Council on \_\_\_\_\_ (date)

Approved by:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

Commissioner of the Kentucky Department of Education

\_\_\_\_\_ (date)

Approved by:

\_\_\_\_\_ (signature)

Russell Coleman, Kentucky Attorney General

\_\_\_\_\_ (date)

PREPARED BY:

\_\_\_\_\_  
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