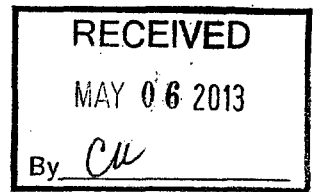




COMMONWEALTH OF KENTUCKY
OFFICE OF THE SECRETARY OF STATE
ALISON LUNDERGAN GRIMES



May 1, 2013

Lisa W. Craddock
Bullitt County Deputy Judge Executive
P.O. Box 768
300 South Buckman Street
Shepherdsville, KY 40165

Re: Interlocal Cooperation Agreement

Dear Ms. Craddock

Enclosed is the Interlocal Cooperation Agreements between the Counties of Bullitt and the City of Shepherdsville. The documents have been recorded into the Secretary of State's database and stamped indicating it has been filed and received.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Foster", written over a horizontal line.

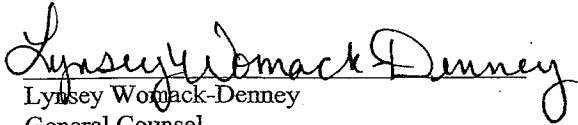
Jeremy Foster
Assistant Director
Administration

For
ALISON LUNDERGAN GRIMES
SECRETARY OF STATE

INTERLOCAL COOPERATION AGREEMENT

ICA 13-012: Bullitt County, City of Shepherdsville Interlocal Agreement on Infrastructure/Water and Sewer/Stormwater EPA

Reviewed as to compliance with KRS 65.210 to 65.300
and recommended for approval:

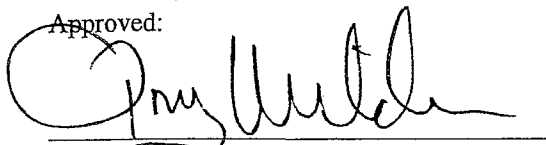

Lynsey Womack-Denney

General Counsel

Department for Local Government

4/4/13
Date

Approved:



Tony Wilder
Commissioner

Department for Local Government

4-4-13
Date

INTERLOCAL COOPERATION AGREEMENT

AN AGREEMENT BETWEEN THE FISCAL COURT OF BULLITT COUNTY KENTUCKY AND CITY OF SHEPHERDSVILLE PURSUANT TO KRS 65.210 ET SEQ FOR THE PURPOSE OF CO-PERMITTING AND JOINT ENFORCEMENT UNDER THE CLEAN WATER ACT, NATION POLLUTION DISCHARGE ELIMINAT SYSTEM, STORMWATER PHASE II PROGRAM.

WHEREAS, the FISCAL COURT OF BULLITT COUNTY, KENTUCKY and the CITY OF SHEPHERDSVILLE, a city of the fourth (4th) class, desire to enter into an Interlocal Agreement, pursuant to the provisions of KRS 65.210 et seq. for the purpose of compliance with Co-permitting under the Clean Water Act and the U.S. Environmental Protection Agency's nation Pollution Discharge Elimination System, Stormwater Phase II rules for municipal separate storm sewer systems enacted in December 1999. ("Parties")

WHEREAS, under the Interlocal Cooperation Act ("Act"), KRS 65.210 through 65.300, inclusive as amended, any power or powers, privileges or authority excised or capable of exercise by a public agency may be exercised in cooperation with another public agency under an agreement for joint or cooperative action pursuant to the provisions of the Act;

WHEREAS, under the guidance of EPA Region 4 and supporting regulations and guidance documents regarding the MS4 program, and the Commonwealth of Kentucky's Cabinet for Natural Recourses, Depart of Environmental Protection, Division of Water ("DOW"), the Parties are required to comply with the provisions of Stormwater Phase II program and rulemaking of NPDES under the Clean Water Act;

WHEREAS, it is the full intent of the Parties to fully support the recommendations from EPA and DOW regarding compliance with the MS4 program and such compliance can be achieved most efficiently and effectively by action though cooperation:

WHEREAS, the stormwater drainage system in northern Bullitt County crosses the municipal boundaries of the various Cities herein into Bullitt County and back into the Cities and independent, inconsistent enforcement of regulations would not be of the maximum benefit to all Parties involved:

THEREFORE, in consideration of the covenants, duties and the responsibilities by each party contained herein, the Fiscal Court of Bullitt County, and the City of Shepherdsville covenant and agree as follows:

1. The Parties will jointly file a Notice of intent with the Kentucky Division of Water as co-permittees as allowed by the applicable Phase II Stormwater Regulations and guidance documents.
2. This co-permittee status will facilitate compliance and allow for effective and efficient cooperation between the Parties regarding the implementation of the six (6) minimum control measures as required by the implementing regulations.
3. Each of the respective Parties will be the Responsible Agency for the Stormwater Management Program within their respective jurisdictions unless otherwise set forth herein. The City shall be

the Responsible Agency with respect to the Stormwater Program inside the Cities jurisdictional boundaries. The County will be the Responsible Agency with respect to the Stormwater Program inside the County's jurisdictional boundaries, which for purposes of this Agreement specifically excludes the MS4s located within the jurisdictional boundaries of the City.

4. This Agreement shall not in any way change the responsibilities, duties, and/or liabilities associated with any previous, current or future roadway maintenance and/or traffic agreements. The Parties agree that the County shall not include in its jurisdiction, shall not assume any responsibility or liability, nor shall be the Responsible Party under this Agreement and any Stormwater Management Program with regards to any roadway, right of way, or maintenance operation that is maintained and/or under the jurisdiction of the city through any previous, current or future roadway maintenance and/or traffic agreement.
5. Each Party individually will develop a matrix or list of tasks and subtasks associated with each of the six (6) Minimum Control Measures so as to fully comply with Stormwater Program requirements within their respective jurisdictions. The individual matrixes shall be consolidated into a joint matrix and submitted to the Division of Water as a Stormwater Quality Management Plan. Each Party shall be responsible for the full implementation of the tasks and subtasks included on the joint matrix within its respective jurisdiction, except as otherwise provided and included in this Agreement. The Parties will fully cooperate with each other and coordinate in good faith to help each Party develop a joint matrix or list of tasks and subtasks associated with each of the six Minimum Control Measures so as to fully comply with the Stormwater Management Program. Each Party's list of tasks and subtasks shall be consolidated into the joint matrix submitted to the Division of Water as the implementing measures by which each of the respective Parties will follow to comply with their respective Stormwater Management Program. The Parties will also fully cooperate with each other and coordinate in good faith to help each Party update the joint matrix and develop the annual report that is required to be submitted to the Division of Water at the end of each year throughout the permit cycle.
6. Full responsibility for the implementation of each of the Parties' task and subtasks lies with the Responsible Party within the Party's jurisdiction.
7. As part of this Agreement, the County acknowledges that it is the lead agency with primary responsibility for Minimum Control Measure 4 (Construction Site Stormwater Control Requirements) and Minimum Control Measure 5 (Post Construction Stormwater Management). The Cities shall take appropriate action to adopt for implementations and enforcement the County's Erosion Prevention and Sediment within the city's municipal boundaries associated with site development in excess of one (1) acre or sites of less than one (1) acre. If part of a common plan of development. In addition, the county will provide inspection and enforcement pursuant to applicable County Ordinances guiding these activities within the City's municipal boundaries. Funding for these efforts will be based upon a reasonable fee schedule established by the County as approved by Bullitt Fiscal Court.

8. Neither Party shall be responsible or liable for the other Party's lack of cooperation or effective implementation of that Party's tasks or subtasks.
9. The Party that is not the Responsible Party within the jurisdiction shall be called the Cooperating Party. The Cooperating Party has a duty to fully cooperate with the Responsible Party as noted in the joint matrix.
10. The purpose of this Agreement is to coordinate efforts by the City and County to comply with each of the Minimum Control Measures as identified within the Stormwater Management Program.
11. Modification or amendment of the Notice of Intent, or any attachments thereto, may only be accomplished by approval of all other Parties.
12. No party may unilaterally commit another Party to actions or financial responsibilities; nor may they unilaterally modify the Notice of Intent or any attachments thereto pertaining to another Party.
13. Any and all proposed changes to any Party's respective obligations, duties, or responsibilities under the Notice of Intent or any attachments thereto will be made only after notification and consultation with all other Parties.
14. Any decisions regarding financial commitments by any Party will be subject to the approval of that Party's respective governing body.
15. Each party shall be responsible for the costs of providing its personnel and equipment in implementing this Agreement.
16. Notwithstanding the preceding, the County shall be liable for and shall indemnify and hold harmless the City for any damages, penalties, fines, fees or costs associated with the County's failure to perform its obligations pursuant to Paragraph Seven (7) of this Agreement. If any such claim is made that the County has failed to perform its obligations pursuant to Paragraph 7 of this Agreement, even if said claim involves actions within the municipal boundaries of the City, then the County reserves the right to independently hire/select all attorneys, engineers, or other persons or experts necessary in the defense of said claim.
17. The designated Stormwater Coordinator for each party shall administer this Agreement within their respective jurisdiction, except that Bullitt County Fiscal Court's designated Stormwater Coordinator shall administer this Agreement with respect to Minimum Control Measures 4 and 5 as set forth in Section 7 herein.
18. This Agreement shall be effective after (a) its adoption and execution by the Parties hereto, (b) review and approval by the Department of Local Government, and (c) filing of certified copies of this Agreement with the Bullitt County Clerk and the Kentucky Secretary of State.

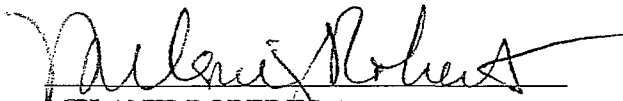
19. This agreement shall be automatically renewed each year for a one (1) year period unless cancelled by any party. Any party may withdraw from the agreement with thirty (30) days written notice to the other Party and upon written notice to the DOW.
20. The City hereby authorizes and directs their respective Mayor or County Judge/Executive, and all other appropriate officers and agents, to execute, acknowledge and deliver any and all documents necessary to effectuate the purpose of this Agreement.
21. The Parties agree and acknowledge that this Agreement contains the entire Agreement between the Parties and that this Agreement may be amended only in writing and signed by all Parties. If any provisions of this Agreement is held to be in conflict with any applicable statute or rule of law, or it is otherwise held to be unconstitutional or unenforceable, the invalidity of such portion shall not affect any or all of the remaining portions of this Agreement.
22. Address of Notices and Communications

Bullitt County Judge/Executive
Bullitt County Courthouse
Shepherdsville, Kentucky 40165

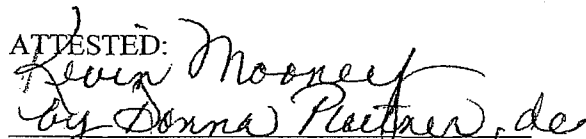
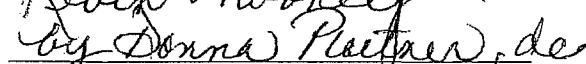
Mayor
City of Shepherdsville
Shepherdsville, Kentucky 40165

Passed at a Regular Meeting of the Fiscal Court of Bullitt County, Kentucky on the 15th day of January, 2013.

BULLITT COUNTY

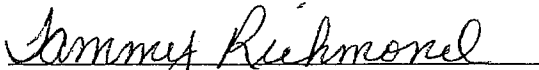

MELANIE ROBERTS
BULLITT COUNTY JUDGE/EXECUTIVE

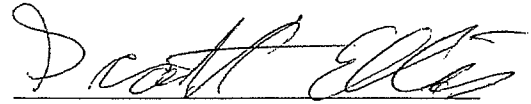
DATE: 1-15-13

ATTESTED: 
by 
KEVIN MOONEY
BULLITT COUNTY CLERK

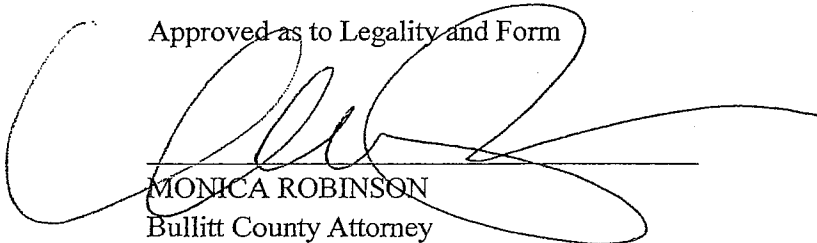
Passed at a Regular Meeting of the City Council of the City of Shepherdsville on the 14th day of January, 2013.

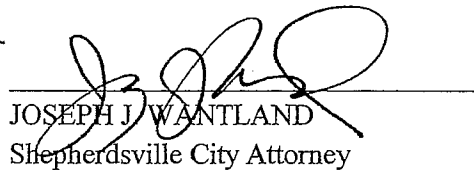
ATTEST:


TAMMY RICHMOND
SHEPHERDSVILLE CITY CLERK


SCOTT ELLIS, MAYOR

Approved as to Legality and Form


MONICA ROBINSON
Bullitt County Attorney


JOSEPH J. WANTLAND
Shepherdsville City Attorney

RECEIVED AND FILED

DATE May 1, 2013

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY 