

**INTERLOCAL AGREEMENT
FOR THE CONSOLIDATION OF BUILDING INSPECTOR
SERVICES AND THE CREATION OF A JOINT BOARD
TO ADMINISTER AND ENFORCE
THE KENTUCKY BUILDING CODE
IN MARSHALL COUNTY, KY**

This Interlocal Government Agreement is made and entered into this _____ day of _____, 20_____, by and between Marshall County, Kentucky, acting by and through its County Judge/Executive, hereinafter referred to as "COUNTY", and the City of Benton, Kentucky acting by and through its Mayor, hereinafter referred to as "BENTON", and the City of Calvert City, Kentucky, acting by and through its Mayor, hereinafter referred to as "CALVERT", and the City of Hardin, Kentucky, by and through its Mayor, hereinafter referred to as "HARDIN", said cities being hereinafter referred to collectively as the "CITIES";

WITNESSETH

WHEREAS, the County currently provides building inspection services for all commercial building projects within Marshall County, KY; and

WHEREAS, the Kentucky Department of Housing, Buildings and Construction has mandated that the County must enact and enforce the Kentucky Building Code for all residential construction in Marshall County, KY; and

WHEREAS, Benton has enacted and now enforces the Kentucky Building Code for all residential construction within its corporate limits; and

WHEREAS, Hardin has enacted and now enforces the Kentucky Building Code for all residential construction within its corporate limits; and

WHEREAS, Calvert intends to enact and now enforce the Kentucky Building Code for all residential construction within its corporate limits; and

WHEREAS, the County has entered into Agreements with Benton and Hardin to provide any inspection services required of each city for the residential construction within their respective corporate limits; and

WHEREAS, Calvert intends to utilize the County's agents and employees to provide any residential inspection services required for the residential construction within its corporate limits; and

WHEREAS, the County and Cities recognize the benefits of working together to share the cost and expense and to coordinate the enforcement of the Kentucky Building Code on the residential and commercial construction within the County; and

WHEREAS, a failure of any of those governmental entities to enact and enforce the Kentucky Building Code in the jurisdictions will result in the County losing its authority to approve and provide the inspection services for the commercial and/or industry inspections needed for such projects in the County; and

WHEREAS, the County, Benton, Calvert, and Hardin desire to establish a joint agency that will enforce and administer the Kentucky Building Code in the County, to establish a central office to issue building permits for residential and commercial building projects; provide those inspection services required under the Kentucky Building Code for all residential or commercial building projects; and to issue the certificates of occupancy upon completion of any construction projects; and

WHEREAS, the County, Benton, and Hardin intend for the Agreement to replace those agreements previously entered into between the County and Benton and Hardin pursuant to which the County is now providing residential building services for Benton or Hardin.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the County and Cities agree as follows:

A. Purpose. The purpose of the Agreement is to establish a joint agency pursuant to Kentucky Interlocal Cooperation Act, KRS 65.210 et. seq. between the County and Cities to provide for adoption of and enforcement of the Kentucky Building Code now in effect and as amended from time to time for all residential and commercial construction occurring in Marshall County, KY. This agency will assure that the residential construction regulated under the Code will be permitted and will receive the inspections required under the Code, and by doing so, shall promote the health, safety and general welfare of the citizens and residents of the County.

B. Name of Agency. The name of the joint agency established by this Interlocal Government Agreement shall be "Marshall County Building Code Enforcement Board."

C. Organization's Objectives. The objectives of the County and Cities in establishing this organization are as follows:

(1) To replace and supersede the Interlocal Government Agreements the County has entered into with Benton and Hardin for providing residential building inspection services.

(2) To establish the Marshall County Building Code Enforcement Board as a separate legal entity authorized to enforce the provisions of the Kentucky Building Code currently in effect and as may be amended from time or time which are related to and regulate any construction projects in Marshall County, KY.

(3) To establish a process of administrative oversight for the issuance of construction permits, making all required building inspections, and issuing certificates of occupancy.

(4) To provide the necessary funding for the Marshall County Building Code Enforcement Board's operations, those inspections it will be required to perform, and the general oversight of all construction projects in Marshall County, KY by establishing the funding mechanism needed and establishing a budget process for this joint agency.

(5) To provide oversight and enforcement of the Kentucky Building Code by creating a joint agency that represents the participating entities that is empowered to administer the Code uniformly in Marshall County, KY.

(6) To provide a mechanism for the withdrawal of any party to this Interlocal Government Agreement.

D. Definitions. Unless a different meaning is plainly required by the context, words and phrases used in this Agreement shall have the meaning attributed to them in the Kentucky Building Code as amended from time to time and any ordinances or those ordinances adopting the Kentucky Building Code in the County or any of the Cities.

E. Governance Board. The Marshall County Building Code Enforcement Board (hereafter referred to as "Board") shall consist of five (5) persons serving indefinite terms, each of whom is delegated on vote and consisting of the following members:

(1) A representative appointed by the Mayor of Benton and approved by its City Council.

(2) A representative appointed by the Mayor of Calvert and approved by its City Council.

(3) A representative by the Mayor of Hardin and approved by its City Council.

(4) A representative appointed by the County Judge/Executive of Marshall County and approved by the Fiscal Court.

(5) A member at large appointed by the County Judge/Executive of Marshall County who need not be approved by the Fiscal Court.

(6) The membership and structure of the Board may only be modified through an amendment to this Agreement recommended by four (4) or more Board members and approved by the unanimous vote of the entities entering into this Agreement.

(7) The initial appointments made to the Board shall be serving staggered terms. Members of the Board are to serve for three (3) year staggered terms. The terms shall start on July 1 of the year of appointment. The first appointed members shall establish terms of one, two and three years by lot so that they will be serving staggered terms.

(8) The members of the Board shall be entitled to compensation for services rendered at the rate of \$50.00 per meeting. The County and Cities may agree to such additional compensation as may be justified or necessary.

F. Authority and Responsibilities of the Marshall County Building Code Enforcement Board ("Board").

(1) The Board shall have the authority and the responsibility to implement and enforce the Kentucky Building Code for any construction project in the County, including, but not limited to, residential, commercial or industrial projects that are not otherwise clearly exempt from its supervision under the Kentucky Building Code of 2013 as amended from time to time.

(2) To establish By-laws to govern proceedings before the Board.

(3) Recommend appropriate action to the legislative bodies of the participating entities.

(4) Supervise the activities of the building inspector.

(5) Establish an office for the issuance of any building permits required under the Kentucky Building Code.

(6) Enter into agreements with each of the governmental entities to receive and distribute funds received from any federal, state or local agency and needed by the Board to provide the services required of it under this Agreement.

- (7) Determine those services that will be provided and under what terms and conditions those services are to be provided.
- (8) Adopt an annual budget which will be subject to the written approval of the unanimous vote of the participating entities.
- (9) Sue and be sued in all courts of competent jurisdiction.
- (10) Review and adopt those policies and procedures reasonably necessary for the Board to provide those services required of it under this Agreement.
- (11) Any and all other acts reasonably required to further the Board's goals and purposes as set forth in this Agreement.
- (12) To report to the County from time to time or upon the request of the County on matters related to the Board's performance of its duties under this Agreement or the performance of any employees the County may have hired pursuant to this Agreement

G. Budget Process and Financing.

- (1) The Board shall develop the annual budget for its operations on a fiscal year basis beginning on the 1st day of July and ending on June 30. In accordance with policies it shall establish, it will timely submit the proposed budget to the County and Cities for their review and consideration. The proposed budget shall state the amount proposed to be collected from each entity for its participation and shall be prepared and submitted to each participating entity on or before May 15th of each year. The proposed budget shall be subject to the approval of the legislative body of each participating entity in their annual budgets. In the event that there are program changes or in the event changes are made to the Agreement that will necessitate budget changes during a fiscal year, a supplemental budget or a budget amendments shall be made by the Board and submitted to each of the participating entities for review and approval in a timely manner.
- (2) Funding for the Board's operations of its office and for its providing of the services required of it under this Agreement shall be provided to the Board by the County and the Cities by taking the total of at least six (6) months prior, average the fees collected from each parties jurisdiction and establish a prorata amount for each party to pay. Thirty (30) days following approval of the Agreement by the Office of Local Government, all fees, fines or forfeitures

collected by the Board are to be deposited to an account established by the Board and maintained under the supervision of the Marshall County Finance Officer. The Marshall County Finance Officer shall receive and disburse all such funds in accordance with those rules and regulations currently in effect that are related to the collection and disbursement of public funds.

H. Facilities and Property. The County will provide an office in the Courthouse in Benton, KY to house the Board's operations. The County will provide the furniture and furnishings required for that office. The Board shall not be responsible for any utilities other than any telephone service it may require in the first two (2) budget years, and this may be subject to a change after the first two (2) budget years. The Board shall own no real or personal property other than by lease and it shall incur no debts or obligations for any real or personal property unless its actions are approved by a majority of the participating entities. Upon dissolution, any property owned by the Board shall be sold and the proceeds of any sale applied first to the Board's financial obligations with any surplus divided equally among the participating entities.

I. Personnel. All persons employed under this Agreement shall be considered employees of the County and subject to its administration, personnel and legal requirements.

J. Duration. This Agreement shall remain in full force and effect for a minimum of five (5) years from its effective date, unless earlier terminated or modified in the manner provided for herein, otherwise same will continue indefinitely.

K. Withdrawal of a Member. A participating governmental entity may withdraw from this Agreement at the end of a fiscal year by giving a six (6) month notice of its intent to withdraw by its adoption of a resolution authorizing the withdrawal, a copy of which is to be provided to each of other members. The withdrawing entity shall continue to make any and all payments to the Board required of it for that budget year.

L. Amendments. This Agreement may be amended in writing with unanimous approval of the County and each of the Cities.

M. Effective Date. This Agreement shall become effective upon its execution by all of the parties and its approval by the Office of Local Government in compliance with KRS 65.260 et. seq.

N. Hold Harmless. Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that party's negligent performance of this Agreement. Any loss or liability resulting from the negligent acts, errors or omissions of the Board or its agents or staff acting within the scope of their authority under this Agreement shall be borne by the County exclusively. The County shall review options for obtaining liability coverage for the Board, its agents and staff, and report its findings to the County by _____. The parties may consider amending this Agreement to remove the Board and its staff from the County's insurance coverage.

O. Office of Local Government Approval. Pursuant to the provisions of KRS 65.260 this Agreement shall be submitted to the Office of Local Government for approval as to form and compatibility with the laws of the Commonwealth of Kentucky.

P. Ordinance Required. Upon approval of the Office of Local Government the County and the Cities shall enact or adopt any additional ordinance required for approval of or enactment of this Agreement.

Q. Notices. Notices required to be given under the terms of this Agreement shall be directed to the following:

County: County Judge/Executive
1101 Main Street
Benton, KY 42025

Benton: Mayor, City of Benton
1009 Main Street
Benton, KY 42025

Calvert City: Mayor, Calvert City
816 E. 5th Avenue
Calvert City, KY 42029

Hardin: Mayor, City of Hardin
90 Commerce Street
Hardin, KY 42048

R. Venue. The venue of any action related to this Agreement shall be in the Marshall Circuit Court.

S. Legal Representation. The Board shall be represented by the Marshall County Attorney unless a conflict exists, in which event, the Board and its staff may retain outside legal counsel in that matter only.

T. Severability. If any section of this Agreement is determined by a Court to be invalid, such action shall not affect the validity of any other provision of this Agreement.

Dated this the _____ day of _____ 20_____.

MARSHALL COUNTY, KY

ATTEST:

By: _____
KEVIN NEAL, Judge/Executive

DESIREE HERMOSILLO, Fiscal Court Clerk

CITY OF BENTON, KY

ATTEST:

By: _____
RITA DOTSON, Mayor

MICHELE EDWARDS, City Clerk

CALVERT CITY, KY

ATTEST:

By: _____
LYNN JONES, Mayor

RALPH HOWARD, City Clerk

CITY OF HARDIN, KY

ATTEST:

By: _____
RANDAL SCOTT, Mayor

WENDY L. DUNIGAN, City Clerk

INTERLOCAL COOPERATIVE AGREEMENT

ICA 15-014: Marshall County, City of Benton, City of Calvert City, and City of Hardin: Administering and Enforcing Building Code

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

Bill Pauley
Staff Attorney
Department for Local Government

Date

Approved:

Tony Wilder
Commissioner
Department for Local Government

Date