

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
101 SEA HERO ROAD, SUITE 100
FRANKFORT, KENTUCKY 40601-5412
TELEPHONE: 502-573-0365 FAX: 502-573-1057**

**AGREEMENT WITH MARSHALL COUNTY GRANTING ADDITIONAL
RESPONSIBILITY PURSUANT TO KRS 198B.060(5)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes ("KRS") requires the creation of a uniform state building code within the boundaries of the Commonwealth and assigns specific enforcement responsibilities to both the Department of Housing, Buildings and Construction ("Department") and to local governments; and

WHEREAS, the Kentucky Building Code is adopted by administrative regulation, 815 KAR 7:120, and the Kentucky Residential Code is adopted by administrative regulation, 815 KAR 7:125; and

WHEREAS, KRS Chapter 198B also provides that local governments may undertake additional plan review responsibility and inspection responsibility upon the approval of the Commissioner of the Department; and

WHEREAS, the Marshall County Fiscal Court has adopted, by ordinance, the Kentucky Building Code 815 KAR 7:120, and the Kentucky Residential Code, 815 KAR 7:125 and required, by ordinance, inspection of all one and two family dwellings in accordance with the Kentucky Residential Code; and

WHEREAS, Marshall County has entered into an interlocal agreement with the City of Benton, the City of Calvert City, and the City of Hardin for the consolidation of enforcement of the Uniform State Building Code pursuant to KRS 198B.060(14) (a copy of the interlocal agreement is attached hereto as Exhibit A); and

WHEREAS, the Department has previously granted Marshall County additional responsibility pursuant to KRS 198B.060(5); and

WHEREAS, Marshall County has submitted an application to renew its Expanded Jurisdiction program; and

WHEREAS, Marshall County has met all criteria required for renewal of its Expanded Jurisdiction program pursuant to KRS Chapter 198B and 815 KAR 7:110 Section 4.

Section I: Jurisdiction Granted to Local Program

Marshall County shall assume primary plan review, inspection, and enforcement responsibility under the Kentucky Building Code, 815 KAR 7:120; the International Building Code and Kentucky Amendments as adopted by reference therein; the Kentucky Residential Code, 815 KAR 7:125; the International Residential Code and Kentucky Amendments as adopted by reference therein; and all other applicable laws and regulations for the construction and alteration of all buildings within its jurisdictional limits with the exception of those found in Section II of this agreement.

Section II: Jurisdiction Retained by Department

The Department shall retain plan review, inspection, and enforcement responsibility within the jurisdictional limits of Marshall County for all of the following buildings:

1. Institutional buildings;
2. Educational buildings;
3. Facilities required to be licensed by the Cabinet for Health and Family Services; including, for example, day care centers, hospitals, nursing homes, and other similar facilities;
4. State owned buildings or state leased facilities;
5. High hazard occupancies; and
6. Industrialized building systems (including modular homes), except for on-site placement and assembly of modular homes.

Section III: Plumbing

Permitting, plan review, inspection, and enforcement related to all plumbing systems within the jurisdictional limits of Marshall County shall be conducted by the Department of Housing, Buildings and Construction, Division of Plumbing.

Section IV: HVAC

Permitting, inspection, and enforcement related to all heating, ventilation, and air conditioning systems within the jurisdictional limits of Marshall County shall be conducted by the Department of Housing, Buildings and Construction, Division of HVAC.

Section V: Electrical

Marshall County shall be responsible for the permitting, plan review, inspection, and enforcement related to electrical systems in all buildings within its jurisdictional limits with the exception of State-owned property. All electrical inspections and plan review shall be conducted by a certified electrical inspector employed by Marshall County or contracted to work for Marshall County.

Section VI: Local Jails

Local jails are subject to regulation by the Department of Corrections. Plan review, inspection, and enforcement responsibility of local jails shall not be subject to this agreement.

Section VII: Inspectors and Plan Reviewers

It is further understood and agreed that continuation of this increased responsibility for the Marshall County shall be contingent upon continued employment or contracting of a certified building inspector, level III and a certified electrical inspector. All inspectors shall maintain their certification in good standing. Marshall County shall immediately notify the Department of any changes to any inspectors employed or under contract.

Section VIII: Record Retention

Marshall County shall maintain all records for the period required for the retention of public records as established by the Kentucky Department of Libraries and Archives, pursuant to 725 KAR 1:061.

Section IX: Complaints

Marshall County shall address all complaints related to projects within the county's jurisdiction, and document all findings and resolutions reached, if any.

Section X: Continuing Education

The Department shall provide continuing education seminars for local building officials, plan reviewers, and inspectors, and shall assist the local building program on a consulting basis by providing code interpretation services, enforcement assistance services, and administrative review services.

Section XI: Deficiencies

Any deficiencies identified in Marshall County's expanded jurisdiction program shall be addressed pursuant to 815 KAR 7:110(4)(3).

Section XII: Term

The jurisdiction granted by agreement to Marshall County shall be in force and effect for a maximum of three (3) years upon execution of this agreement so long as the program remains compliant and in good standing. This agreement shall be effective through January ___, 2022. However, it may be canceled pursuant to 815 KAR 7:110(3)(2)(b).

ENTERED this ___ day of January, 2019

Marshall County

Department of Housing, Buildings
and Construction

BY: _____

Kevin Neal
Judge Executive

BY: _____

Steven A. Milby
Commissioner

Approved as to Form and Legality:

David R. Startzman, General Counsel

**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 13th day of March, 2015, 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 their 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 this 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 this 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 to time which are related to and regulate any construction project 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 one 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 appointed 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 March 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 in a manner to be agreed upon by the Board and approved by the legislative body of each participating entity. Thirty 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 Date. 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

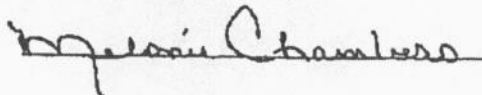
R. Venue. The venue of any action related to this Agreement shall be in the Marshall Circuit Court.

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.

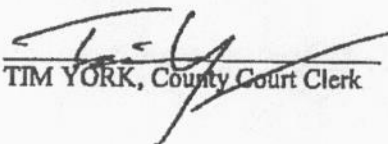
T. Severability. If any section of this Agreement is determined by a Court to be invalid, such action shall not affect the validity of any other provision of this Agreement.

Dated this the 13th day of March, 2015.

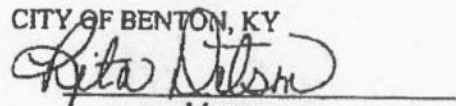
MARSHALL COUNTY, KY

By: 

ATTEST:


TIM YORK, County Court Clerk

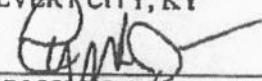
CITY OF BENTON, KY

By: 
Mayor

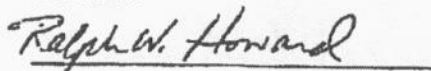
ATTEST:


MICHELE EDWARDS, City Clerk

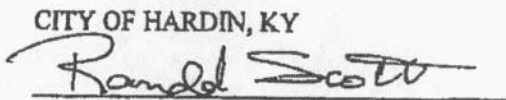
CALVERT CITY, KY

By: 
LYNN JONES, Mayor

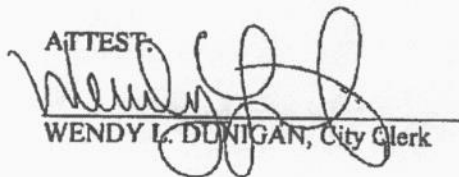
ATTEST:


, City Clerk

CITY OF HARDIN, KY

By: 
RANDAL . SCOTT, Mayor

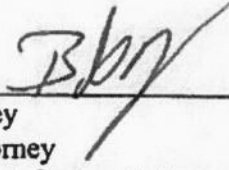
ATTEST:


WENDY L. DUNIGAN, City Clerk

INTERLOCAL COOPERATION AGREEMENT

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

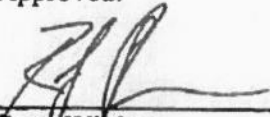
Reviewed as to compliance with KRS 65.210 to 65.300
and recommended for approval:



Bill Pauley
Staff Attorney
Department for Local Government

5/11/15
Date

Approved:



Tony Wilder
Commissioner
Department for Local Government

5/11/15
Date