

**INTERLOCAL AGREEMENT:  
CREATION OF JOINT CODE ENFORCEMENT BOARD  
&  
MUTUAL AID AGREEMENT**

City of Somerset  
City of Burnside  
City of Ferguson

**THIS AGREEMENT** is made pursuant to the authority of the Interlocal Cooperation Act (KRS 65.210 to 65.300), by and between the **CITY OF SOMERSET, KENTUCKY**, a municipal corporation, the **CITY OF BURNSIDE, KENTUCKY**, a municipal corporation, and the **CITY OF FERGUSON, KENTUCKY**, a municipal corporation;

**WHEREAS**, KRS 65.8801 to 65.8839, also known as the Local Government Code Enforcement Board Act (“the Act”), provides a mechanism for administrative enforcement of local government ordinances classified as a civil offense, such as nuisance codes, noise ordinances, and property maintenance codes; and

**WHEREAS**, the Act allows local governments to create a joint code enforcement board, through an interlocal agreement, with the power to issue remedial orders and impose civil fines for violations of each jurisdiction’s ordinances; and

**WHEREAS**, the Cities of Somerset, Burnside and Ferguson desire to form, jointly fund and participate in such a joint code enforcement board; and

**WHEREAS**, the City of Somerset currently operates a Somerset Code Enforcement Board (“Somerset CEB”), and Somerset also employs a Code Enforcement Officer and a Building Inspector, to be referred to collectively as “Code Enforcement Officials” in this agreement; and

**WHEREAS**, the Cities of Burnside and Ferguson wish to utilize, under a Mutual Aid Agreement, Somerset’s Code Enforcement Officials as may be needed to assist their own officials in enforcement of City Ordinances, and for a Joint Code Enforcement Board to be created so that city officials in all participating cities will have the ability to provide aid and services under this agreement within the boundaries of each of the City’s respective jurisdictions;

**NOW, THEREFORE**, in consideration of the mutual and reciprocal covenants herein, the Parties hereby agree as follows:

I **Purpose of Agreement:** The purpose of this Agreement is to provide for creation and participation in a joint code enforcement board pursuant to the Act, and to create a Mutual Aid agreement for the use of Somerset’s Code Enforcement officials in regards to nuisance and/or

building code violations, including but not limited to the City of Somerset's Code Enforcement Officer(s) and Building Inspector(s).

II **Creation of Board:** There is hereby created, pursuant to the Act, a joint code enforcement board to be known as the "Local Government Joint Code Enforcement Board" (hereinafter referred to as the "Joint CEB").

A. **Powers of the Board:** The Board shall have the following powers:

1. On behalf of any Party that has adopted a Code Enforcement Board Ordinance pursuant to KRS 65.8801 to 65.8839, the Board shall have all of the powers provided for in said Act, and as set forth in each of the participating cities' Code Enforcement Board Ordinances.
2. The Board shall adhere to the procedures set forth in the Code Enforcement Ordinance by the Party in whose jurisdiction the violation is alleged to have occurred.

III **Membership:** The provisions of KRS 65.8811 and 65.8818 shall generally govern membership on the Board. The Joint CEB shall consist of the three (3) regular Board members, and two (2) alternates, of the City of Somerset's Code Enforcement Board; and one (1) regular Board member, and one (1) alternate, of each additional participating city to this agreement. The full Joint CEB therefore will consist of five (5) regular Board members, and four (4) alternates. The members shall be appointed consistent with each participating city's Code Enforcement Board Ordinance as adopted pursuant to the Local Government Code Enforcement Board Act set forth in KRS.

IV **Mutual Aid and Use of Somerset's Code Enforcement Officials as needed:** The Code Enforcement Officer and Building Inspector for the City of Somerset, by operation of this agreement, shall have jurisdiction and authority to issue citations within the municipal boundaries of the other participating cities if said cities request aid in enforcement. Nothing in this Agreement shall be construed to extend the laws of any Party, such as nuisance and property maintenance codes, to any other Party. The Code Enforcement Officer and the Building Inspector of Somerset shall aid in the enforcement of *only* those ordinances adopted within each of the individual cities' jurisdictions.

V **Status of Employees:** Each City shall be responsible for employing their own Code Enforcement personnel providing service under this Agreement, although the City of Somerset's Code Enforcement Officer and Building Inspector may provide mutual aid to the other cities participating in this agreement if requested by that city, and approved by the Mayor of Somerset. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the employees of the City of Somerset, and the Cities of Burnside or Ferguson.

VI **Abatement:** Whenever any final order of the Joint Code Enforcement Board calls for the abatement of violations, or whenever a Code Enforcement Officer or the executive authority of a Party determines that continued existence of the violation presents imminent danger, a serious

threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible, the Party in whose jurisdiction the violation exists shall be solely responsible for determining whether, when, and/or under what conditions abatement shall occur.

A. The costs of abatement of a violation shall be borne solely by the Party within whose jurisdiction the violation exists.

B. If the Party does not perform the abatement using its own staff, it shall be responsible for contracting with a third party for abatement services.

VII **Hearing Officers and Counsel for the Joint CEB:** If needed, the Joint CEB shall have the authority to hire hearing officers and/or Legal Counsel to provide services as needed to the Joint CEB as authorized by the Act. The executive authority of the Party in whose jurisdiction the violation is alleged to have occurred shall approve the selection of the hearing officer or Counsel, and the Party in whose jurisdiction the violation is alleged to have occurred shall bear the costs of the use of a Hearing Officer or Counsel if one is determined to be needed.

VIII **Insurance/Liability/Indemnification:**

A. **General Liability Insurance:** The City of Somerset shall maintain general liability insurance which shall cover the Joint CEB, and shall name the other Parties as additional endorsed insureds on said policies.

B. **Limitation of Liability:** Except as set forth in this Agreement, none of the Parties hereto shall have any obligation or liability to any of the other Parties for any costs, expenses, losses, damages, or any other claims for relief, that are in any way related to any act or omission in regard to code enforcement activity that is the subject of this Agreement.

C. **Indemnification:** Each Party shall indemnify and hold harmless the other Parties and the other Parties' officers, agents, employees and volunteers from each, every, and all losses, expenses costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and at equity, including, without limitation, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Party or its officers, agents, employees and volunteers, to which there is no active contribution by the other Parties or the officers, agents, employees, and volunteers thereof.

IX **Effective Date:** This Agreement shall be effective the first full day following completion of all requirements contained in the Interlocal Cooperation Act, KRS 65.210 to 65.300.

X **Duration:** This Agreement shall remain in effect for a period of five (5) years following its Effective Date and shall automatically renew for successive five year periods, unless or until terminated according to the provisions of the Agreement.

XI **Permissible Methods of Termination:**

A. **Termination:** This Agreement may be terminated by any Party by providing notice to the other Parties not less than 120 days prior to termination.

B. **Agreement to Remain in Force for Non-Terminating Parties:** In the event that one or more Parties terminate the Agreement, such that the City of Somerset and at least one other Party remain Parties thereto, such termination shall not affect the force and validity of the Agreement between the remaining Parties.

XII **Miscellaneous:**

A. **Governing Law:** This Agreement shall be interpreted, construed and governed by Kentucky law.

B. **Severability:** In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed, interpreted, and construed as if such provision or a part of a provision had never been included in this Agreement.

C. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties in regard to the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

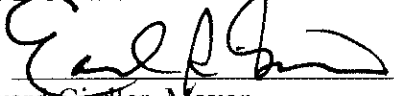
D. **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

E. **Amendment:** This Agreement may not be amended by any means other than a written agreement signed by all Parties.

F. **Captions and Headings:** Captions and headings of the paragraphs and subparagraphs of this Agreement have been inserted for the convenience of reference only, and in no way shall affect the interpretation of any of the terms and provisions of this Agreement.


**IN WITNESS WHEREOF**, this Agreement has been signed by the Mayor of the City of Somerset, the Mayor of the City of Burnside, and the Mayor of the City of Ferguson, on the date opposite their respective names, pursuant to the authority granted them by their respective legislative bodies.

**CITY OF SOMERSET**

By:   
Edward Girdler, Mayor

Date: NOVEMBER 13, 2017

ATTEST:

  
City Clerk

**CITY OF BURNSIDE**

By: \_\_\_\_\_  
Robert Lawson, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF FERGUSON**

By: \_\_\_\_\_  
Allen Dobbs, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED PURSUANT  
TO K.R.S. 65.260:

\_\_\_\_\_  
Department for Local Government