

**EXHIBIT "A"**

**INTERLOCAL AGREEMENT FOR THE  
KENTON COUNTY JOINT CODE ENFORCEMENT BOARD**

**WHEREAS** each party to this Agreement is a "local government" as that term is defined by Kentucky Revised Statutes (KRS) 65.8805; and

**WHEREAS** the parties to this Agreement are authorized to exercise and enjoy the powers, privileges, responsibilities, and authority exercised or capable of exercise by local governments of the Commonwealth of Kentucky pursuant to KRS 65.210 to 65.300; and

**WHEREAS**, the parties to this Agreement have determined that as a matter of good public policy a collaborative effort between them is the best and most efficient method to provide for administration of their individual zoning ordinances pursuant to KRS Chapter 100, the uniform state building code pursuant to KRS Chapter 198B, the International Property Maintenance Code, and other applicable local ordinances when a violation of them has been classified as a civil offense pursuant to KRS 65.8801 to 65.8839; and

**WHEREAS** the parties to this Agreement are authorized to designate zones and administer ordinances and regulations for zoning pursuant to KRS Chapter 100; and

**WHEREAS** the parties to this Agreement are authorized to administer ordinances and regulations that require permits, inspections, and certificates of occupancy pursuant to KRS Chapter 198B; and

**WHEREAS**, the parties to this Agreement are authorized to administer ordinances and regulations that govern conditions and maintenance of property, buildings, and structures; provide for the condemnation of buildings and structures unfit for human occupancy and use; and provide for the issuance of permits for demolition of blighted and/or condemned buildings and structures pursuant to KRS Chapters 99 and 100; and

**WHEREAS**, the parties to this Agreement are authorized to create a joint code enforcement board which shall have the power to issue remedial orders and impose civil fines as a method of enforcing local government ordinances pursuant to KRS 65.8808; and

**WHEREAS**, for the purposes of public health, efficient governmental administration, and uniform enforcement, it is in the best interest of all parties to this Agreement that a single entity be responsible for ensuring compliance with adopted ordinances; and

**WHEREAS**, the Cities of Crescent Springs, Crestview Hills, Fort Wright, Kenton Vale, Ryland Heights, and Taylor Mill, in the County of Kenton, Commonwealth of Kentucky ("Cities"), and the County of Kenton, Commonwealth of Kentucky ("County") executed an Interlocal

Agreement in 2006 by which there was created the Kenton County Joint Code Enforcement Board (hereinafter "Joint Board"); and

**WHEREAS**, the Interlocal Agreement creating the Joint Board was amended in 2014 to accommodate the parties desire to continue said Joint Board with material changes to allow additional members to join the Joint Board and to better enforce the provisions thereof;

**WHEREAS**, the amended Interlocal Agreement has remained unchanged since its execution in 2014 and the parties desire to continue said Joint Board with material changes to its financial administration and responsibilities;

**NOW, THEREFORE**, in consideration of and in exchange for the promises and the mutual understandings and obligations hereinafter set forth, the adequacy of which consideration is hereby acknowledged and affirmed, the parties hereto agree as follows:

### **SECTION 1: DEFINITIONS**

Joint Code Enforcement Board shall mean an administrative body created and acting under the authority of the Local Government Code Enforcement Board Act, KRS 65.8801 to 65.8839.

Code Enforcement Officer shall mean a city police officer, county police officer, safety officer, citation officer, sheriff, deputy sheriff, university police officer, airport police officer, or any other public law enforcement officers with the authority to issue a citation.

Party or Parties shall mean the local governments participating in the Joint Code Enforcement Board through this Agreement.

Citation shall mean a citation that conforms to the requirements set forth in KRS 65.8825.

### **SECTION 2: LOCAL GOVERNMENT AUTHORIZATION**

The parties certify, warrant, and confirm that they are duly qualified and authorized to enter into this Agreement and to carry out the terms and provisions hereof.

### **SECTION 3: PURPOSE**

The purpose of this Agreement is to establish a Joint Code Enforcement Board pursuant to and within the meaning of KRS 65:8805(3), with all authority provided in KRS 65.8801 through 65.8839, commonly known as the "Local Government Code Enforcement Boards Act" and any subsequent amendments thereto.

#### **SECTION 4: CREATION AND MEMBERSHIP**

There is hereby recreated pursuant to KRS 65.8801 to 65.8839 the Kenton County Joint Code Enforcement Board which shall be composed of a representative from each of the parties pursuant to KRS 65.8811{1}{b), and any subsequent amendments thereto.

#### **SECTION 5: DURATION AND TERMINATION**

The duration of this Agreement shall be perpetual, unless terminated as set forth herein. Each of the parties shall be entitled to terminate participation in this Agreement if: (1) a court decision negates the validity, enforceability, or legality of any part of this Agreement; or if (2) it determines that it is in its best interest to terminate this Agreement. In the event of such termination, the party shall be released from any and all obligations under this Agreement. A party may withdraw from this Agreement without affecting the remaining members, so long as at least two members continue.

In the event that a party voluntarily withdraws its participation in this Agreement, it shall, if practicable, provide sixty (60) days' notice before the effective date of said termination.

#### **SECTION 6: APPOINTMENT AND QUALIFICATIONS OF BOARD MEMBERS**

The parties that created the Joint Board in 2006 by Agreement pursuant to KRS 65.8805(3) shall continue to participate in the Joint Board, unless a party determines it to be in its best interest to terminate its participation as outlined in Section 5. Failure to sign on to this Agreement shall constitute a default termination, and shall not affect the remaining members, so long as at least two members continue.

Each of the parties shall, by its respective executive authority and approval of its legislative body, appoint a member to serve on the Joint Board. All appointments shall be made for a term of three (3) years. Vacancies shall be filled in accordance with KRS 65.8811.

Each of the parties may also appoint up to two (2) alternate members, subject to the approval of its legislative body, to serve in the absence of its appointed Joint Board member. Alternate appointments shall be made for a term of three (3) years.

Members and alternate members shall meet all of the qualifications and be subject to all of the requirements of KRS 65.8801 to 65.8839. Members serving on the Joint Board shall have resided within the boundaries of the party they represent for a period of at least one (1) year prior to the date of the member's appointment and shall reside there throughout their term in office.

Members and alternate members shall be compensated at the rate of \$50 per duly constituted meeting they attend and reimbursed for expenses as approved by the Joint Board.

All members of the Joint Board must, before entering upon the duties of their office, take the oath of office prescribed by Section 228 of the Kentucky Constitution.

No member of the Joint Board shall hold any elected or appointed office, paid or unpaid, or any position of employment with the local government that he or she represents.

Members of the Joint Board are encouraged to obtain training on topics pertinent to code enforcement.

All hearing officers, including members of the Joint Board who serve as hearing officers, must obtain training related to the conduct of administrative hearings in accordance with KRS 13B.080. Training hours shall comply with the requirements set forth in 40 KAR 5:010.

## **SECTION 7: RESPONSIBILITIES OF THE PARTIES**

The parties shall each take appropriate action accepting, ratifying, and approving this Agreement pursuant to KRS 65.240(2).

## **SECTION 8: POWERS OF THE JOINT BOARD**

Pursuant to KRS 65.8808 to 65.8839, the Joint Board shall have the power to issue remedial orders and impose civil fines as a method of enforcing local government ordinances when a violation of those ordinances has been classified as a civil offense.

The Joint Board shall not have the authority to enforce any ordinance of which the violation constitutes a criminal offense under any provision of the Kentucky Revised Statutes, including specifically, any provision of the Kentucky Penal Code and any moving motor vehicle offense.

The Joint Board shall continue to operate according to its Bylaws as previously adopted in conformity with KRS 65.8801 to 65.8839.

The Joint Board shall have the powers and duties to:

1. adopt rules and regulations to govern its operations and the conduct of its hearings;
2. conduct hearings, or assign a hearing officer to conduct a hearing, to determine if there has been a violation of an ordinance over which it has jurisdiction; any Joint Board members, including the chairman, may also be assigned to conduct hearings on behalf of the Joint Board;
3. subpoena alleged violators, witnesses, and evidence to its hearings; subpoenas issued by the Joint Board may be served by any code enforcement officer;

4. take testimony under oath; the chairman, or an assigned hearing officer, shall have the authority to administer oaths for the purpose of taking testimony;
5. make findings of fact and issue orders necessary to remedy any violation of a participating local government's ordinance or code provision which the Joint Board is authorized to enforce; and
6. Impose civil fines for violations of the respective ordinances of the parties that conform to the requirements of KRS 65.8808, over which the Joint Board has jurisdiction.

## **SECTION 9: ENFORCEMENT PROCEEDINGS**

The following requirements shall govern all enforcement proceedings before the Joint Board.

1. Enforcement proceedings before the Joint Board shall only be initiated by the issuance of a citation by a code enforcement officer.
2. When a code enforcement officer, based upon personal observation or investigation, has reasonable cause to believe that a person has committed a violation of a local government ordinance, the officer is authorized to issue a citation by:
  - a. Personal service to the alleged violator;
  - b. Leaving a copy of the citation with any person eighteen (18) years of age or older who is on the premises, if the alleged violator is not on the premises at the time the citation is issued; or
  - c. Posting a copy of the citation in a conspicuous place on the premises and mailing a copy of the citation by regular, first-class mail of the United States Postal Service to the owner of record of the property if no one is on the premises at the time the citation is issued.

When authorized by ordinance, a code enforcement officer may, in lieu of immediately issuing a citation, give notice that a violation shall be remedied within a specified period of time. If the person to whom the notice is given fails or refuses to remedy the violation within the time specified, the code enforcement officer is authorized to issue a citation.

3. The citation issued by the code enforcement officer shall be in a form prescribed by PDS pursuant to its code administration services provided under the "One Stop Shop" Codes Administration Interlocal entered into separately between each jurisdiction and PDS, and shall contain, in addition to any other information required by ordinance or rule of the board:

- a. the date and time of issuance;
  - b. the name and address of the person to whom the citation is issued;
  - c. the date and time the offense was committed;
  - d. the facts constituting the offense;
  - e. the section of the code or the number of the ordinance violated;
  - f. the name of the code enforcement officer;
  - g. the civil fine that will be imposed for the violation if the person does not contest the citation;
  - h. the maximum civil fine that may be imposed if the person elects to contest the citation;
  - i. the procedure for the person to follow in order to pay the civil fine or contest the citation; and
  - j. a statement that if the person fails to pay the civil fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have waived the right to a hearing before the Joint Board to contest the citation and that the determination that the violation was committed shall be final.
4. After issuing a citation to the alleged violator the code enforcement officer shall notify the Joint Board by delivering the citation to the Joint Board chairperson.
  5. When a citation is issued, the person to whom the citation is issued shall respond to the citation within seven (7) days of issuance by either paying the civil fine or requesting, in writing, a hearing before the Joint Board to contest the citation. If the person fails to respond to the citation within seven (7) days, the person shall be deemed to have waived the right to a hearing and the determination that a violation was committed shall be considered final. In this event, the board shall enter a final order determining that the violation was committed and imposing the civil fine set forth in the citation. If the alleged violator does not contest the citation within the time prescribed, the Joint Board shall enter a final order determining that the violation was committed and impose the civil fine set forth in the citation. A copy of the final order shall be served on the person guilty of the violation in any manner that conforms to the federal and state constitutional requirements for procedural due process.

## **SECTION 10: HEARING, NOTICE, AND FINAL ORDER**

The following requirements shall govern all hearings, notices, and final orders of the Joint Board.

1. When a hearing has been requested, the Joint Board, through the PDS, shall place the appeal on the Joint Board's next regularly scheduled monthly meeting agenda so long as it is more than seven (7) days from the date the appeal was received. The Joint Board may conduct the hearing or may assign a hearing officer to conduct a

hearing. In addition, any board member, including the chairman, may be assigned to conduct the hearing on behalf of the Joint Board.

2. Not less than seven (7) days before the date of the hearing, the Joint Board, through the-PDS, shall notify the requester of the date, time, and place of the hearing. The notice may be given by certified mail, return receipt requested; by personal delivery; or, by leaving the notice at the person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the notice.
3. Any person requesting a hearing before the Joint Board who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation and the determination that a violation was committed shall be final. The Joint Board shall enter a final order determining the violation was committed and shall impose the civil fine set forth in the citation. A copy of the final order shall be served upon the person guilty of the violation in accordance with subsection (6) below.
4. All testimony shall be taken under oath and recorded. The Joint Board or assigned hearing officer shall take testimony from the code enforcement officer, the alleged violator, and any witnesses to the violation offered by the code enforcement officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
5. If a hearing officer is assigned to conduct the hearing, the hearing officer shall make written findings of fact, conclusions of law, and a recommended order for consideration by the Joint Board. After the Joint Board conducts the hearing, or upon receipt of recommendations of a hearing officer assigned to conduct the hearing, the Joint Board shall, based upon the evidence, determine whether a violation was committed. If the Joint Board determines that no violation was committed, an order dismissing the citation shall be entered. If the Joint Board determines that a violation was committed, the Joint Board shall issue an order upholding the citation and either imposing a fine up to the maximum as authorized by ordinance, or requiring the offender to remedy a continuing violation within a specified time, or both.
6. Every final order of the Joint Board shall be reduced to writing, which shall include the findings of fact and conclusions of law and the date the order was issued. A copy of the order shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, then the order shall be delivered to that person by certified mail, return receipt requested; by personal delivery; by leaving a copy of the order at the person's usual place of residence with any individual residing herein who is eighteen (18) years of age or older and who is informed of the contents of the order; or, by posting a copy of the

order in a conspicuous place on the premises and mailing a copy of the order by regular, first class mail to the owner of record of the property, if no one is on the premises at the time the final order is delivered, or in any other manner that conforms to the federal and state constitutional requirements for procedural due process.

#### **SECTION 11: PRESENTATION OF CASES**

Each case before the Joint Board shall be presented by a code enforcement officer that issued the citation, or by a member of the administrative staff or an attorney-at-law for the jurisdiction in which the alleged violation occurred.

#### **SECTION 12: APPEALS; FINAL JUDGMENT**

An appeal from any final order of the Joint Board may be made to the Kenton County District Court within thirty (30) days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the Joint Board's order in the same manner as any civil action under the Kentucky Rules of Civil Procedure. The appeal shall be tried de novo. A judgment of the district court may be appealed to the Kenton Circuit Court in accordance with the Kentucky Rules of Civil Procedure.

If no appeal from a final order of the Joint Board is filed within the time period set out in this section above, the Joint Board's order shall be deemed for all purposes final.

#### **SECTION 13: FINE SCHEDULE**

For violations of ordinances that conform to KRS 85.8808 over which the Joint Board has jurisdiction, the Joint Board may impose the civil fines established in those ordinances.

#### **SECTION 14: LIENS**

The local government shall possess a lien on property owned by the person found by a final, non-appealable order of a code enforcement board, or by a final judgment of the court, to have committed a violation of a local government ordinance for all fines assessed for the violation and for all charges and fees incurred by the local government in connection with the enforcement of the ordinance. The lien shall be recorded in the office of the county clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall take precedence over all other subsequent liens, except state, county, school board, and city taxes, and may be enforced by judicial proceedings.

In addition to the remedy prescribed in subsection (1) of this section, the person found to have committed the violation shall be personally responsible for the amount of all fines assessed for the violation and for all charges and fees incurred by the local government in connection with



the enforcement of the ordinance. The local government may bring a civil action against the person and shall have the same remedies as provided for the recovery of a debt.

## **SECTION 15: ADMINISTRATIVE OFFICIAL/ FINANCES**

The PDS shall perform as administrative official to the Joint Board to carry out the necessary administrative functions for the operation of this Agreement. The PDS shall provide for an attorney to be counsel for the Joint Board and the parties' respective attorneys may present cases during its hearings.

The cost of this service will be borne by the City. PDS will bill each City monthly for all [one hundred (100) percent] of PDS' costs to provide these services as determined by the actual time spent by PDS employees, billed pursuant to a schedule of fees based on a set hourly rate per PDS department. The schedule of fees shall be annually reviewed, set, and approved by the PDS Management Board. The schedule of fees shall be based on PDS overall personnel costs including related employee benefits per department, as well as the department's allocated share of general administrative or overhead expenses. The fee schedule shall be regularly published on the PDS website. Postage, mileage, and other out-of-pocket charges (i.e., lien recording fees) specifically related to the City's project(s) will also be billed monthly and paid by the City.

Foreclosure on any liens stemming from final orders issued by the Joint Board shall be handled by legal counsel as designated by the jurisdiction in which the violation(s) occurred, at the cost of that jurisdiction. All civil fines paid as a result of enforcement actions brought by code enforcement officers and net proceeds from the foreclosure of Joint Board liens are to be collected and retained by the jurisdiction in which the violation(s) occurred. Legal counsel bringing the foreclosure action on a code enforcement board lien shall be entitled to recover reasonable attorney's fee and any related costs from the violators as determined upon application and approval of the Court.

## **SECTION 16: ADDITIONAL PARTIES**

The parties recognize that other cities within Kenton County may wish to join the Joint Board. Any city wishing to join shall sign this Agreement and be made a party thereto immediately upon signature and approval of its legislative body. No action shall be required on the part of any existing party to this Agreement for the allowance of a new party joining pursuant to this section.

## **SECTION 17: INITIATION OF COMPLAINTS**

Each participating jurisdiction may establish its own policy for how a code enforcement officer initiates and responds to complaints for code violations occurring within its boundaries. While a code enforcement officer may have the authority to issue citations in multiple jurisdictions, he or she must follow the policy set forth by the jurisdiction in which the violation occurs. In the absence of an expressed policy, code enforcement officers may operate under the policy set by PDS for code violations.

**SECTION 18: CONTROLLING LAW**

This Agreement shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Kentucky.

**SECTION 19: REVIEW AND APPROVAL PURSUANT TO KRS 65.260(2)**

This Agreement, pursuant to KRS Chapter 65, is subject to review and approval by the Department for Local Government of the Commonwealth of Kentucky, as indicated and confirmed by the signature of the Commissioner of the Department for Local Government hereon below, pursuant to KRS 65.260(2).

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized signatures to be affixed below along with date of signature.

**CITY OF CRESCENT SPRINGS**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF CRESTVIEW HILLS**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF FORT WRIGHT**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF KENTON VALE**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF PARK HILLS**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF RYLAND HEIGHTS**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF TAYLOR MILL**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**CITY OF VILLA HILLS**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**COUNTY OF KENTON**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Judge Executive

\_\_\_\_\_  
Date

**CITY OF INDEPENDENCE**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

**CITY OF EDGEWOOD**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

**CITY OF LAKESIDE PARK**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

**CITY OF LUDLOW**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

**CITY OF ELSMERE**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

**CITY OF BROMLEY**

**ATTEST:** \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

I, \_\_\_\_\_ Department for Local Government Commissioner, pursuant to KRS 65.210 through 65.300, hereby certify that the foregoing Agreement is proper in form and compatible with the laws of the Commonwealth of Kentucky.

\_\_\_\_\_  
Commissioner  
Department of Local Government  
Commonwealth of Kentucky

\_\_\_\_\_  
Date

Copy to:

Office of the Attorney General  
700 Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601

**INTERLOCAL COOPERATION AGREEMENT**

\_\_\_\_\_: Kenton County, Kentucky, City of Bromley, Kentucky, City of Crescent Springs, Kentucky, City of Crestview Hills, Kentucky, City of Edgewood, Kentucky, City of Elsmere, Kentucky, City of Fort Wright, Kentucky, City of Independence, Kentucky, City of Kenton Vale, Kentucky, City of Lakeside Park, Kentucky, City of Ludlow, Kentucky, City of Park Hills, Kentucky, City of Ryland Heights, Kentucky, City of Taylor Mill, Kentucky, City of Villa Hills, Kentucky; Kenton County Joint Code Enforcement Board.

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

\_\_\_\_\_  
Staff Attorney  
Department for Local Government