

**COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION
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**AGREEMENT WITH LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT GRANTING HVAC PLAN REVIEW, PERMITTING AND
INSPECTION RESPONSIBILITY PURSUANT TO KRS 198B.6673(2)**

WHEREAS, Chapter 198B of the Kentucky Revised Statutes authorizes the creation of the uniform state building code within the boundaries of the Commonwealth of Kentucky and assigns specific enforcement responsibilities to each local government and to the Department of Housing, Buildings and Construction (“Department”); 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, statutes specifically related to Heating, Ventilation, and Air Conditioning (“HVAC”) are found at KRS 198B.650 through 198B.689; and

WHEREAS, pursuant to KRS 198B.6673(2), the Department may authorize local government entities to administer, carry out, and enforce the applicable statutes, regulations, and code of the Department relating to HVAC with approval by the Department; and

WHEREAS, the Department has previously granted Lexington-Fayette Urban County Government (“LFUCG”) additional responsibility pursuant to KRS 198B.6673(2) and 815 KAR 8:100; and

WHEREAS, LFUCG has met all criteria required for a renewal of its local jurisdiction HVAC program pursuant to KRS 198B.6673(2) and 815 KAR 8:100.

Section I: Jurisdiction Granted to Local Program

LFUCG shall assume primary plan review, permitting, inspection, and enforcement responsibility of initial HVAC installations and major repairs or substantial alterations to an HVAC system under KRS 198B.650 through 198B.689, 815 KAR Chapter 8, the Kentucky Building Code, and the Kentucky Residential Code for 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 HVAC plan review, permitting, inspection and enforcement responsibility within the jurisdictional limits of LFUCG 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, unless the HVAC system is installed on site in the jurisdictional limits of LFUCG.

Section III: Inspectors and Plan Reviewers

It is further understood and agreed that continuation of this increased responsibility for LFUCG shall be contingent upon continued employment or contracting of one or more HVAC inspectors and plan reviewers who shall meet and maintain the qualifications found in 815 KAR 8:100 Section 1(2). LFUCG shall immediately notify the Department of any changes to the program, inspectors, or plan reviewers employed or under contract.

Section IV: Complaints

LFUCG shall address all complaints related to HVAC projects within its jurisdiction, and document all findings and resolutions reached, if any.

Section V: Violations

LFUCG's program shall investigate all HVAC violations that occur within its jurisdiction, issue stop work orders, or require other remedial measures as appropriate. Additionally, local programs shall initiate and fully cooperate with County Attorneys and Commonwealth's Attorneys regarding criminal cases resulting from cited violations. LFUCG's employees shall act as witnesses for the Department in all licensing violation proceedings, as needed and requested by the Department. Violations and their resolutions shall be documented in writing and forwarded to the Department, Division of HVAC upon completion.

Section VI: Accounting of Fees

Accurate accounts shall be maintained by LFUCG for all plan review, permitting, and inspection fees under its HVAC program. Fees shall be deposited monthly in the local government's treasury or otherwise as required by law.

Section VII: Record Retention and Audits

LFUCG shall maintain official records of all applications received, permits and certificates issued, fees collected, reports of inspections created, complaints, violations, and notices or orders issued related to the HVAC program. Records shall be retained for the retention period required for public records as established by the Kentucky Department of Libraries and Archives, pursuant to 725 KAR 1:061.

Section VIII: Deficiencies

Any deficiencies identified in LFUCG's HVAC program shall be addressed pursuant to 815 KAR 8:100 Section 8(4).

Section IX: Term

The jurisdiction granted by agreement to LFUCG 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 December ____, 2022. However, it may be cancelled pursuant to KRS 198B.6673 and 815 KAR 8:100, with thirty (30) days written notice from either party.

ENTERED this ____ day of December, 2019.

LFUCG

Department of Housing, Buildings
and Construction

BY: Linda Gorton
Linda Gorton
Mayor

BY: _____
Steven A. Milby
Commissioner

Approved as to Form and Legality:

David R. Startzman, General Counsel