

ADDENDUM TO THE INTERLOCAL SERVICE AGREEMENT FOR CODE INSPECTION AND ENFORCEMENT OF BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES BY SEDGWICK COUNTY, KANSAS IN THE CITY OF CLEARWATER, KANSAS, DATED SEPTEMBER 3, 2003

**by and between:
SEDGWICK COUNTY, KANSAS
and
CITY OF CLEARWATER, KANSAS**

THIS ADDENDUM is entered into this 8th day of January, 201~~2~~³, by and between Sedgwick County, Kansas, and its consolidated entity, Metropolitan Area Building and Construction Department (hereinafter "County"), and the City of Clearwater, Kansas, (hereinafter "City") to amend the Interlocal Service Agreement entered into by the parties on September 3, 2003.

WHEREAS, Sedgwick County and the City of Wichita have entered into certain joint ordinances and resolutions for the consolidation of code enforcement services for building, electrical, mechanical and plumbing trades to provide more efficient and effective code inspection, plan review and enforcement functions for stakeholders throughout their defined confines; and

WHEREAS, the Sedgwick County Department of Code Enforcement shall cease to exist and become a consolidated department known as the Metropolitan Area Building and Construction Department, effective January 1, 2013; and

WHEREAS, the County and City agree that County will continue to provide as requested plan review, code inspection and enforcement services based upon the newly adopted Wichita-Sedgwick County Unified Building and Trade Code, effective January 1, 2013, and including building, electrical, plumbing and mechanical codes, under the definition of the Sedgwick County Jurisdiction, with said work to now be provided by the Metropolitan Area Building and Construction Department; and

WHEREAS, the parties desire to update the Interlocal Service Agreement of September 3, 2003 to reflect said changes.

NOW THEREFORE, The parties, intending to be legally bound and in consideration of the mutual promises and covenants recited herein, agree that the Interlocal Service Agreement of September 3, 2003 shall be amended as follows:

1. Any reference to the "Department of Code Enforcement" or "Code Enforcement" is hereby stricken and replaced with the Metropolitan Area Building and Construction Department.
2. Provision 3 stating the Director of the Department of Code Enforcement is stricken and replaced with the Director of the Metropolitan Area Building and Construction Department.
3. Provision 6 is hereby stricken in its entirety and replaced with the following:

"The City shall, by duly authorized and enacted ordinance, adopt and incorporate by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, and shall confer jurisdiction within its incorporated boundaries to the County through the consolidated entity, the Metropolitan Area Building and Construction Department, in order to effectuate the provisions of said Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, as may be amended. The City shall defer all prosecutorial decisions to the County, and the City shall make no claim or demand for any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City. The Metropolitan Area Building and Construction Department shall not perform any code inspection enforcement or other related activity until such duly authorized and enacted ordinance has been adopted by the Governing Body of the City and until such time as such ordinance has been filed of record in the Office of the County Clerk of Sedgwick County, Kansas."

4. This Addendum shall become effective upon signature and approval of both parties and upon compliance by City with the provisions in paragraph 3 (amending Provision 6) above.
5. Except as modified herein, all terms and conditions of the Interlocal Service Agreement of September 3, 2003 are hereby ratified and acknowledged to be unchanged and shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Interlocal Service Agreement of September 3, 2003 and the terms and conditions of this Addendum, this Addendum shall govern and control.

IN WITNESS WHEREOF, the parties have so agreed as of the day and year first above written.

CITY OF CLEARWATER, KANSAS



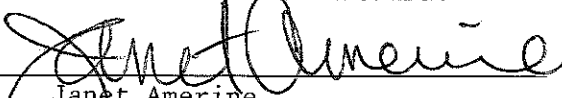
Michael York, Mayor

ATTEST:



Lisa M. Donabauer, City Clerk

APPROVED AS TO FORM ONLY:



Janet Amerine
City Attorney


BOARD OF COUNTY COMMISSONERS OF SEDGWICK COUNTY, KANSAS

JAMES B. SKELTON, Chairman

ATTEST:

KELLY ARNOLD, County Clerk

APPROVED AS TO FORM ONLY:



JENNIFER MAGANA
Deputy County Counselor