

**GOVERNMENT SERVICES AGREEMENT
FOR FIRE CODE INSPECTION BY SEDGWICK COUNTY FIRE DISTRICT
NUMBER ONE AND ENFORCEMENT BY SEDGWICK COUNTY, KANSAS
IN THE CITY OF GARDEN PLAIN, KANSAS**

THIS AGREEMENT is entered into this 5th day of October, 2016, by and between the City of Garden Plain, Kansas ("City"), Sedgwick County, Kansas ("County"), and Sedgwick County Fire District No. 1 ("Fire District").

WHEREAS, the City, County, and Fire District ("the parties") are desirous of providing the best possible fire protection services for the citizens of the City and its environs; and

WHEREAS, the City is located within the Fire District; and

WHEREAS, the parties are authorized to enter into an agreement for such services pursuant to K.S.A. 12-2908 and K.S.A. 19-3608, and such agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, *et seq.*; and

WHEREAS, County has a fire code that is effective within all of the unincorporated areas of Sedgwick County, Kansas and those cities within Sedgwick County which have by action of their governing bodies adopted the Sedgwick County Fire Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The Fire District shall provide inspection services in accordance with the Sedgwick County Fire Code, 2013 Edition, pursuant to Resolution No. 162-2013, and any amendments thereto, or any subsequent version of the Sedgwick County Fire Code.
2. The City will not be responsible for any payments to the County or the Fire District for the services provided by the County and the Fire District under this Agreement.
3. The Fire District shall receive all monies received for registration, licenses, permits, inspections or other related fees required by the Sedgwick County Fire Code.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, including but not limited to enforcement of the Sedgwick County Fire Code within the corporate limits of the City, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).

5. The City's governing body has taken formal action to adopt the Sedgwick County Fire Code within the City's corporate boundaries.
6. The City consents to the County's jurisdiction to prosecute violations of the Sedgwick County Fire Code that occur within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code.
7. Any of the parties shall have the right to terminate this Agreement upon notice to the other parties as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY Sedgwick County Fire District No. 1
and Attn: Fire Chief
FIRE DIST.: 7750 N. Wild West Dr.
 Park City, KS 67147

and

County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite #359
Wichita, KS 67203

CITY: City of Garden Plain
 Attn: City Clerk
 505 N. Main St.
 Garden Plain, KS 672050

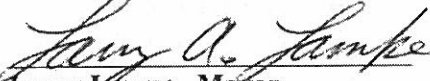
8. The City shall indemnify the County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the City's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
9. The City shall indemnify the Fire District, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the City's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

10. The County shall indemnify the City, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the County's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
11. The Fire District shall indemnify the City, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the Fire District's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.
12. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.
13. This Agreement shall become effective upon signature of approval of all parties and upon compliance of City with the provisions at paragraph 5, above, and shall continue in force and effect until terminated by any party as provided in paragraph 7, above.

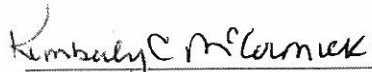
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IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

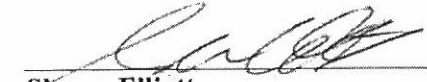
CITY OF GARDEN PLAIN, KANSAS


Larry Lampe, Mayor

ATTEST:


Kimberly McCormick, City Clerk

APPROVED AS TO FORM:


Shawn Elliott,
City Attorney

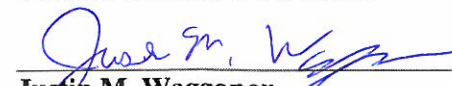
SEDGWICK COUNTY, KANSAS

James M. Howell, Chairman
Commissioner, Fifth District

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner,
Assistant County Counselor

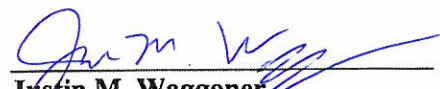
**BOARD OF COUNTY COMMISSIONERS
SITTING AS GOVERNING BODY FOR
SEDGWICK COUNTY FIRE DISTRICT
NUMBER ONE**

James M. Howell, Chairman
Commissioner, Fifth District

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner,
Assistant County Counselor