

**GOVERNMENT SERVICE AGREEMENT
FOR CODE INSPECTION AND ENFORCEMENT OF
BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES
BY SEDGWICK COUNTY IN THE CITY OF MULVANE, KANSAS**

THIS GOVERNMENT SERVICE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2016, by and between the City of Mulvane, Kansas, hereinafter referred to as "City," and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "County."

WHEREAS, the City and the County are desirous of providing the best possible code inspection and enforcement to the citizens of the City and its environs; including code inspections and enforcement based upon standardized building, electrical, plumbing, and mechanical codes; and

WHEREAS, the County currently provides code inspection and enforcement in the unincorporated area of Sedgwick County through the Metropolitan Area Building and Construction Department ("MABCD"—a joint code enforcement department between the County and the City of Wichita, Kansas) pursuant to the Wichita-Sedgwick County Unified Building and Trade Code ("UBTC"); and

WHEREAS, the City has requested County, through the MABCD, to provide code inspection within the corporate boundaries of the City; and

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

WHEREAS, the City and the County are desirous of providing the citizens of the City with code inspection services based upon the UBTC's provisions, as amended, which include building, electrical, plumbing, and mechanical codes, and meet the needs of the City for the protection of public health, safety, and welfare, with qualified code inspection personnel.

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

1. **Scope.** The County, through the MABCD, shall provide code inspection services to the City, based upon the UBTC, as amended, which includes building, electrical, plumbing, and mechanical codes.
2. **Expenses.** All expenses necessary to the operation of the inspections shall be paid and provided for by the MABCD.
3. **Inspections and Permits; Receipt of Fees; Payments.** The City shall pay to the County fifty percent (50%) of all monies received for inspections, permits, and other fees charged in the UBTC that are not otherwise addressed within either this paragraph or Paragraph 4. The County shall receive one hundred percent (100%) of plan review fees for plans reviewed by the County. The fees that are to be charged are included within the UBTC and such fees shall also apply within the City. The County shall keep the City punctually advised of said rates. Payment shall be made by the

City to the County on a monthly basis by City check or warrant, along with details regarding the corresponding permits for such fees.

4. **Licensing.** Licensing and compliance therewith for any licenses applied for after this Agreement is entered into shall be the sole responsibility of the County (through the MABCD for licenses that cover the entire MABCD jurisdiction) and the County shall receive one hundred percent (100%) of all licensing fees. The County will honor any City licenses that are valid at the time this Agreement is entered into for the remaining terms of said licenses, solely for work completed within the City. The City's existing authorized building licenses expire on December 31, 2016, and the existing authorized plumbing, mechanical and electrical licenses expire on December 31, 2017. Any parties that apply for licensure or to renew their licensure after this Agreement is entered into shall be required to obtain a licensure through the MABCD pursuant to the terms of the UBTC.

5. **Consent by City.** By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration, including the application of the UBTC within the corporate limits of the City located in Sedgwick County, such that this Agreement does not infringe upon the City's home rule powers, pursuant to K.S.A. 19-101a(4).

6. **Adoption of UBTC.** The City's governing body has taken formal action to adopt the UBTC within the City's corporate borders.

7. **Director's Responsibilities.** The Director of the MABCD shall provide for the administration and supervision of said code inspection and enforcement.

8. **City's Liaison.** The City shall appoint one person from the governing unit to serve as liaison to the MABCD for the purpose of achieving the aims and objectives of this Agreement.

9. **Prosecution of Violations.** In light of the fact that the City of Mulvane's corporate boundaries are located within both Sedgwick County and Sumner County, the County consents to the municipal court for the City serving as the sole court in which any violations will be prosecuted. Accordingly, the City retains the ultimate discretion as to whether or not to bring any charges and is responsible with designating appropriate employees to serve as authorized personnel to write and serve any such charges upon defendants. Furthermore, the City shall be entitled to any fines and court costs that may be received from such prosecutions free and clear of any claim by the County.

10. **Termination.** Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing 30 days prior to the effective date of termination.

Notice shall be sent to:

COUNTY:
(prior to October 1, 2016)
Metropolitan Area Building and Construction Department
Attn: Director
1144 S. Seneca
Wichita, KS 67213

(after October 1, 2016)
Metropolitan Area Building and Construction Department
Attn: Director
271 W. 3rd Street
Wichita, KS 67202

and

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

CITY:
City of Mulvane
Attn: City Administrator
211 N. 2nd
Mulvane, KS 67110

11. **Hold Harmless.** 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.

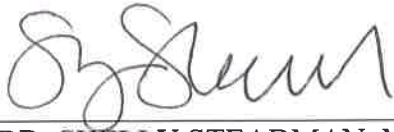
12. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto.

13. **Savings Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

14. **Effective Date; Prior Agreement.** This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions in Paragraph 6, above, and shall continue in force and effect until terminated by either party as provided in Paragraph 10, above. Upon the approval of this Agreement, the parties' agreement dated February 23, 2011, and any other agreement(s) regarding building, mechanical, plumbing, and/or electrical code inspections, shall be superseded and terminated.

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

CITY OF MULVANE, KANSAS



DR. SHELLY STEADMAN, Mayor

ATTEST:



Debra M. Parker, City Clerk

APPROVED AS TO FORM:



City Attorney

Andrew Kovar For

JKlans, City Attorney

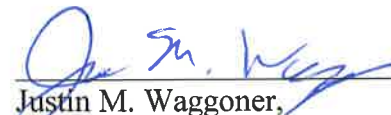
BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

JAMES M. HOWELL, Chairman
Commissioner, Fifth District

ATTEST:

Kelly B. Arnold, Sedgwick County Clerk

APPROVED AS TO FORM:



Justin M. Waggoner,
Assistant County Counselor