

**GOVERNMENT SERVICES AGREEMENT
FOR DOMESTIC WATER WELL AND SANITARY SEWER
INSPECTION AND ENFORCEMENT BY SEDGWICK COUNTY
IN THE CITY OF CLEARWATER, KANSAS**

THIS GOVERNMENT SERVICES AGREEMENT ("Agreement") is entered into this 25TH day of APRIL, 2017, by and between the City of CLEARWATER, Kansas hereinafter referred to as the "City", and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as the "County".

WHEREAS, the City and County are desirous of providing the best possible domestic water well and sanitary sewer inspection and enforcement to the citizens of the City and its environs; and

WHEREAS, by entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration within the corporate boundaries 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); and

WHEREAS, the County currently provides inspection and enforcement in the unincorporated areas of Sedgwick County through its Metropolitan Area Building and Construction Department ("MABCD") for domestic water wells pursuant to the Sedgwick County Code, Chapter 27, Article III ("Water Well Code"); and for private sanitary sewers pursuant to the Sedgwick County Code, Chapter 14, Article V and Chapter 23, Article VI ("Sanitary Sewer Code"); and

WHEREAS, the City has requested the County, through the MABCD, to provide domestic water well and private sanitary sewer inspection and enforcement services within the corporate boundaries of the City consistent with the Water Well Code and the Sanitary Sewer Code in their current form and as they may later be amended by the Board of County Commissioners of Sedgwick County; 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

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

1. The County, through the MABCD, shall provide the foregoing inspection and enforcement services based upon the County's Water Well Code, as amended, and the County's Sanitary Sewer Code, as amended.
2. All expenses necessary to the operation of the inspections and enforcement matters shall be paid and provided for by the County.
3. The City and County shall each designate a liaison as their respective point of contact under this Agreement.
4. Onsite wastewater systems as defined in the Sanitary Sewer Code are generally not allowed within the City. The County shall not issue any permit for the construction, reconstruction or repair of any onsite wastewater treatment system without prior approval of the governing body of the City. It is the parties' understanding that the governing body of the City will only grant approval of the construction, reconstruction or repair of an onsite wastewater treatment system in exceptional and unusual situations and when connection to the public sewer system is impractical.
5. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration 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) .

6. The City's governing body is required to take formal action to adopt and incorporate, within the City's corporate boundaries, the County's Water Well Code and the County's Sanitary Sewer Code, such that the adoption and incorporation includes said codes as they may later be amended by the Board of County Commissioners of Sedgwick County.
7. The City consents to the County's jurisdiction to prosecute violations of the Water Well Code, as amended, and the County's Sanitary Sewer Code, as amended, within the City's corporate boundaries in the Sedgwick County Court, pursuant to Sec. 8-1, et seq., of the Sedgwick County Code. The City shall defer all prosecutorial decisions to the County and any fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.
8. The County shall retain all monies received for registration, licenses, permits, inspections or other related requirements of the Water Well Code and the Sanitary Sewer Code.
9. 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 not less than 30 days prior to the effective date of termination. Notice shall be sent to:

COUNTY: Metropolitan Area Building and Construction Department
Attn: Director
Ronald Reagan Building
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:

Clearwater City Clerk
129 E. Ross, P.O. Box 453
Clearwater, Kansas 67026

10. City expressly agrees and covenants that it will hold and save harmless and indemnify the County, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this Agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on act or omissions by the County or its agents and/or employees.

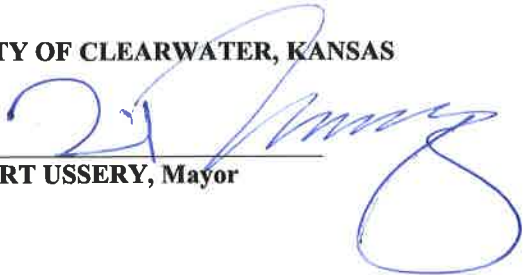
County expressly agrees and covenants that it will hold and save harmless and indemnify City, its officers, agents, servants, and employees from liability of any nature or kind arising out of any act or omission relating to the provisions of this Agreement to the extent allowable under the Kansas Tort Claims Act, and excepting claims based on acts or omissions by the City or its agents and/or employees.

11. 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.
12. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions at paragraph 6, above, and shall continue in force and

effect until terminated by either party as provided in paragraph 9, above.

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

CITY OF CLEARWATER, KANSAS



BURT USSERY, Mayor

SEDGWICK COUNTY, KANSAS

**Dave Unruh, Chairman
Commissioner, First District**

ATTEST:



COURTNEY MEYER, City Clerk

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FROM:



AUSTIN PARKER, City Attorney

APPROVED AS TO FROM:



**Justin M. Waggoner,
Assistant County Counselor**