

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

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of Andover, Kansas, hereinafter referred to as the "City," and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the City and the County are both desirous of providing the best possible code inspection and enforcement to their citizens, 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 and within the corporate limits of certain of the cities located in Sedgwick County through its Metropolitan Area Building and Construction Department ("MABCD"), a joint 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 the County, through the MABCD, to provide code inspection and enforcement upon request within the corporate boundaries of the City for certain designated school building projects; and

WHEREAS, the 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 County are desirous of providing the citizens of the City with code inspection and enforcement based upon the building, electrical, plumbing, and mechanical codes required by the State of Kansas for school buildings, which meet the minimum needs of the City for the protection of public health, safety, and welfare, with qualified code inspection and enforcement personnel.

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 code inspection and enforcement services to the City for school buildings, as requested from time to time, pursuant to this Agreement, based upon the applicable requirements of state law for building and electrical codes for school buildings pursuant to K.S.A. 31-150 and K.A.R. 22-18-3 or successors thereto, and otherwise in accordance with the UBTC's trade codes (plumbing, mechanical, fuel and gas codes) as then in effect and approved by the State Fire Marshall.

2. All expenses necessary to the operation of the inspections shall be paid and provided for by the MABCD.

3. The Director of the Department of Code Enforcement shall provide for the administration and supervision of any requested code inspection and enforcement, and shall make an annual written report to the governing body of the City concerning the operation of any said code inspection and enforcement for school buildings in the City, if requested.

4. The County shall perform only such code inspection and enforcement for school buildings as is requested by the City from time to time and shall be compensated for only those inspections so performed by the County.

5. For all such code inspection and enforcement requested by the City to be performed by the MABCD, the MABCD shall defer all prosecutorial decisions to the City and any fines collected as a result of said prosecutorial efforts shall be retained by the City, and the MABCD shall make no claim or demand for any portion of any fines collected by the City as a result of enforcement activity within the corporate boundaries of the City. The MABCD shall make Code Officers available to appear in the City Court in support of said prosecutions and City shall provide Code Officers reasonable notice of Court dockets and appearances. The parties agree to cooperate and exchange information in support of Code prosecutions.

6. County shall receive one hundred percent (100%) of plan review fees for plans reviewed by County and one hundred percent (100%) of the building permit fees for such buildings in which County provides the building permit. County shall receive payment directly from the contractor performing the project, or shall receive payment from City by check or warrant, if needed. The amount payable for inspections shall be the same inspection fee as that rate charged under the UBTC. County shall keep City punctually advised of said rates. Licensing and compliance therewith shall be the sole responsibility of City and City shall receive one hundred percent (100%) of all licensing fees.

7. 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 thirty (30) days prior to the effective date of termination. Notice shall be sent to:

COUNTY:

Metropolitan Area Building and Construction Department
Attn: Director
271 W. 3rd Street
Wichita, Kansas 67202

and

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

CITY:

City of Andover, Kansas
Attn: City Clerk
1609 E. Central
P. O. Box 295
Andover, Kansas 67002-0295

8. City hereby expressly agrees and covenants that it will hold and save harmless and indemnify 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 acts or omissions by the County or its agents and/or employees.

County hereby 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.

9. In the event any provision of this Agreement shall be found to be unenforceable, the remaining provisions shall continue in full force and effect.

10. 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.

11. This agreement shall become effective upon signature approval of both parties and shall continue in force and effect until terminated by either party as provided in paragraph 8, above.

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

CITY OF ANDOVER, KANSAS

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

BEN LAWRENCE, Mayor

DAVID M. UNRUH, Chairman
Commissioner, First District

ATTEST:

ATTEST:

SUSAN C. RENNER, City Clerk

KELLY B. ARNOLD, Sedgwick County Clerk

APPROVED AS TO FORM:



MICHAEL L. FESSINGER, Assistant
County Counselor