

GOVERNMENT SERVICE AGREEMENT FOR PLAN REVIEW CODE, INSPECTION AND ENFORCEMENT OF BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING CODES BY SEDGWICK COUNTY IN THE CITY OF BEL AIRE, KANSAS.

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the City of Bel Aire, 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 and plan review based upon standardized building, electrical, mechanical, and plumbing codes; and

WHEREAS, the County currently provides code inspection and enforcement and plan review in the unincorporated area and within the corporate limits of certain cities located in Sedgwick County through its Metropolitan Area Building and Construction Department (“MABCD”), a joint enforcement department between the County and 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 for residential construction upon request and will provide commercial plan review, permitting and inspection enforcement within the corporate boundaries of the City; 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 provisions of K.S.A. 12-2901 *et seq*; and

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

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

1. The County, through MABCD, shall provide inspection, enforcement and plan review services to the City as requested and pursuant to this Agreement. Unless otherwise agreed to and approved by the City and MABCD Director, services will be based upon the most current Sedgwick County building, electrical, mechanical, and plumbing codes.
2. All initial expenses necessary to the operation of the inspections and/or plan review shall be paid and provided for by the MABCD. Reimbursement of those costs by the City will be paid as outlined in the tenants of this agreement.
3. The Director of MABCD shall provide for the administration and supervision of said code inspection and enforcement and plan review services. Upon request, the Director shall provide an annual written report to the governing body of the City concerning the operation of said code inspection and enforcement and plan review activities relating to the City.

4. The City shall appoint one person from the governing unit to serve as primary liaison to the MABCD for the purpose of achieving the aims and objectives of this service agreement, which includes requesting the necessary code inspections and enforcement and plan review services for the City.
5. 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.
6. For the purposes of this agreement, the City shall retain authority and responsibility for the granting of all residential permits and any permits specific to the City of Bel Aire. Licenses required to perform work will be governed by the tenants of the Unified Building and Trade Code. The City will retain final authority for the granting of any variance to adopted and published building, trades, or other safety-related codes. The City will retain final authority for granting any requested variances or temporary allowances related to the Certificate of Occupancy for a structure or project. The City may delegate responsibility to perform/execute any of the above functions/actions to the MABCD.
7. 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 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 the 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.
8. For residential inspection services provided by the MABCD, the City shall notify MABCD as soon as possible of periods in which inspection assistance will be needed/requested. City shall accept and schedule inspections as per their standing process. The City shall provide MABCD with a list of the next day's requested and scheduled inspections by close of business each day. Inspections will be offered and scheduled as either a morning or an afternoon inspection with the exception of those involving a concrete pour. Pre-concrete pour inspections will be offered an option to schedule for a specific time.
9. For residential inspections, the amount payable to MABCD shall be seventy-five dollars (\$75) per inspection. When multiple inspections can be scheduled and performed in a single site visit, the total charge will remain \$75 per site visit. A site visit will be defined as inspections performed at the job-site address.
10. For plan review and commercial project inspection services provided by the MABCD, the amount payable for each plan review shall be seventy-five percent (75%) of the plan review fee as established by the schedule of fees in EXHIBIT A. The City will retain responsibility for the zoning and the site utilities/engineering portion of plan reviews. All project applications and plans will be entered directly into MABCD's permitting and plan review systems for review by MABCD. The City will be provided an account and required accesses to perform their required review portions, and will be assigned their portion of the review and approval process within this system. MABCD will collect the

review fee and once per month will remit payment to City for their portion of the review fees collected in the prior month. That portion of fees will amount to twenty-five (25) percent of the fees collected through the portal. MABCD will process the associated commercial building permit fees according to the MABCD fee schedule and also retain seventy-five (75) percent of this commercial permit fee to cover inspection costs. The fee schedule in the permitting system will be based on MABCD fee rates and any additional fees or charges above this schedule are the responsibility of the City to collect outside of the permitting system and prior to releasing the permit for payment. The City will retain final authority for granting the Certificate of Occupancy.

11. Contractor licensing and compliance for commercial inspections shall be the responsibility of MABCD. Any enforcement actions related to contractor licensing shall follow the provisions specified in paragraph seven (7) of this agreement. Qualified contractors must maintain a City license throughout the duration of the project. The City will confirm during its plan review process.
12. Scheduling of inspections for and in the City jurisdiction will follow the same priority and policy guidelines as all inspections performed by the MABCD. The City Liaison and MABCD Director will be responsible for coordinating and accommodating (to the maximum extent possible) any City-specific scheduling priorities, policies, or requests. Commercial inspections will be scheduled through the existing MABCD Portal and/or Telus systems and in accordance with existing procedures in those systems.
13. 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 issued on lawful authority of the terminating party shall be given in writing ninety (90) 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 St, Suite 101
Wichita KS 67202

And

Sedgwick County Counselor's Office
ATTN: Contract Notification
100 N Broadway, Suite 650
Wichita KS 67202

CITY:

City of Bel Aire
ATTN: City Clerk
7651 E Central Park Ave
Bel Aire KS 67226

14. 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.

15. The 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.
16. In the event any provisions of this Agreement shall be found to be unenforceable, the remaining provisions shall continue in full force and effect.
17. 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.
18. The agreement shall become effective upon signature approval of both parties and shall continue in force until terminated by either party as provided in paragraph 13, above.

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

CITY OF BEL AIRE, KANSAS

**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS**

xxxxxx, Mayor

Ryan Baty, Chairman
Commissioner, Fourth District

ATTEST:

ATTEST:

APPROVED AS TO FORM:
