

RECIPROCAL CONTRACTOR LICENSING AGREEMENT

This Agreement is entered into as of the first day of July, 2012, by and between the Johnson County Licensing Review Board (“CLRB”) and the City of Lawrence (“City of Lawrence”).

Recitals

A. The governing bodies of both the City of Lawrence and Johnson County have established licensing and education programs for building contractors within their respective jurisdictions.

B. Each program has adopted substantially similar qualifications for the licensure and continuing education for contractors under their respective jurisdictions.

C. Licensed contractors from the City of Lawrence may, from time to time, have the opportunity to undertake work in Johnson County, and vice versa.

D. The parties to this Agreement deem it to be in their mutual best interests, and in the best interests of the contractors licensed under their respective jurisdictions, to establish a method for contractors licensed in one jurisdiction to be licensed in the other through reciprocity.

Agreement

1. From and after the execution of this Agreement by the parties, a contractor licensed by the City of Lawrence for a specific license class shall be deemed qualified to obtain a contractor’s license for the same class, if one exists, from Johnson County, and a contractor licensed by Johnson County for a specific license class shall be deemed to be qualified to obtain a contractor’s license for the same class, if one exists, from the City of Lawrence.

2. The parties recognize that while the various license classes in their respective jurisdictions are the same or substantially similar, if a license class exists in one jurisdiction, but not the other, a contractor holding such license shall not be deemed to be qualified in the other jurisdiction unless the CLRB (in the case of Johnson County) or the Planning and Development Services Department Director or their designee (in the case of the City of Lawrence) makes a determination that a license class exists that is the substantial equivalent of the current license held by the applicant. The parties contemplate that guidelines and procedures for establishing whether such substantial equivalency shall be established by the administrators of each licensing program.

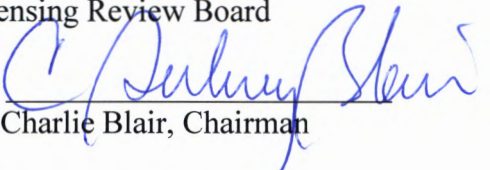
3. A contractor who is licensed in one jurisdiction and wishes to become licensed in the other as permitted by this Agreement shall nonetheless be required to fulfill all of the otherwise-applicable licensing regulations of the licensing jurisdiction, including making application, fulfilling and providing documentation of work experience, paying appropriate license fees, and complying with all of the rules and regulations of the licensing jurisdiction.

4. The parties acknowledge and agree that each has reviewed the other's licensing qualifications, standards, and procedures and found them to be substantially equivalent to their own. Both parties agree that neither shall materially change its licensing qualifications, standards, or procedures without giving the other party at least 30 days' advance written notice to allow the other party to determine whether the proposed change may adversely affect that party's licensing program. If one party finds the other's proposed change objectionable, the parties agree to use reasonable efforts to resolve the matter favorably in order to preserve the licensing reciprocity established by this Agreement.

5. Either party may terminate this Agreement upon 60 days' advance written notice to the other. The termination of this Agreement by the parties to it shall not cancel or terminate the license of any contractor who has obtained a license through reciprocity and such license shall continue in full force and effect as though it were issued without regard to this Agreement.

6. Each party agrees that it shall not enter into a reciprocity agreement with any other jurisdiction without first consulting with and obtaining that other party's consent, which consent shall not be unreasonably withheld or delayed. The parties agree that such consent may be granted by the administrators of the licensing programs, and shall be ordinarily and routinely granted, so long as the other agency's licensing qualifications, standards, and procedures are substantially similar to the those qualifications, standards, and procedures established by the parties for their own programs.

Johnson County Contractor
Licensing Review Board

By: 
Charlie Blair, Chairman

Approved as to form:

Robert A. Ford
Assistant County Counselor

City of Lawrence, Kansas
City Commissioners

By: _____
Robert J. Schumm, Mayor

Attest:

Jonathan Douglass, City Clerk

Approved as to form:

Toni R. Wheeler, City Attorney