

**GOVERNMENT SERVICES AGREEMENT  
FOR AS REQUESTED CODE INSPECTION OF BUILDING, ELECTRICAL, MECHANICAL,  
PLUMBING, AND FUEL GAS CODES BY SEDGWICK COUNTY  
FOR COMMERCIAL BUILDINGS IN THE UNINCORPORATED AREA OF SUMNER COUNTY**

**THIS GOVERNMENT SERVICES AGREEMENT** ("Agreement") is entered into this 8<sup>th</sup> day of August, 2017, by and between the Board of County Commissioners of Sumner County, Kansas, hereinafter referred to as "Sumner County", and the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "Sedgwick County".

**WHEREAS**, Sumner County wishes for Sedgwick County to provide as requested inspection services to the citizens of Sumner County and its environs, including code inspections based upon standardized commercial building, electrical, plumbing, mechanical, and fuel gas codes; and

**WHEREAS**, by entering into this Agreement, the governing body Sumner County has consented to Sedgwick County exercising local legislation and administration within the unincorporated area of Sumner County, such that this Agreement does not infringe upon Sumner County's home rule powers; and

**WHEREAS**, Sedgwick County currently provides inspections in the unincorporated areas of Sedgwick County through the Metropolitan Area Building and Construction Department ("MABCD"), a joint code enforcement department between Sedgwick County and the City of Wichita; and

**WHEREAS**, the joint code utilized by Sedgwick County and the City of Wichita is termed the Wichita-Sedgwick County Unified Building and Trade Code; and

**WHEREAS**, Sumner County has requested the County, through the MABCD, to provide building, electrical, plumbing, mechanical, and fuel gas code inspection services for commercial buildings in the same fashion such services are provided within the unincorporated area of Sedgwick County based upon the language of the Wichita-Sedgwick County Unified Building and Trade Code, in its current form and as it may later be amended by the Board of County Commissioners of Sedgwick County; and

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

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

1. Sedgwick County, through the MABCD, shall provide code inspection services to Sumner County, as requested by Sumner County, based upon the Wichita-Sedgwick County Unified Building and Trade Code, in its current form and as it may later be amended by the Board of County Commissioners of Sedgwick County. The Wichita-Sedgwick County Unified Building and Trade Code's provisions will be applied in the same manner in which they are applied within the unincorporated area of Sedgwick County, in situations where there may be distinctions with code language applicable within the City of Wichita. Also, the parties agree that this Agreement does not in any way result in Sedgwick County taking on or assuming any powers, duties, and/or responsibilities that Sumner County may have pursuant to K.S.A. 40-3901 *et seq.* regarding the ability for counties to receive insurance proceeds to remove dangerous or unsafe structures. Accordingly, Sec. 2.6.010 *et seq.* of the Wichita-Sedgwick County Unified Building and Trade Code is specifically excluded from the scope of work to be completed by Sedgwick County under this Agreement.

2. All expenses necessary to the operation of the inspections work shall be paid and provided for by Sedgwick County or the MABCD budget as a whole. Sedgwick County shall be responsible for all aspects of administering staff completing work under this Agreement.
3. Sumner County and Sedgwick County shall both designate liaisons for the purposes of this Agreement. The Sumner County liaison shall be the Director of The Sumner County Planning & Zoning Department, or his/her designee and shall also be the person authorized to "request" a code inspection. The Sedgwick County liaison shall be the Director of the MABCD, or his/her designee.
4. Sedgwick County shall perform only such code inspection as is requested by Sumner County and shall be compensated for only those inspections so performed by Sedgwick County. All requests for inspection made by Sumner County's liaison shall be in writing (letter, email, or fax) to Sedgwick County's liaison.
5. The parties agree that Sedgwick County will receive one hundred percent (100%) of all monies received for inspections performed by Sedgwick County pursuant to this Agreement. Furthermore, Sedgwick County shall receive all plan review fees (100%) or any other fees to be paid in the Wichita-Sedgwick County Unified Building and Trade Code. Sumner County understands and agrees that Sedgwick County Fire staff may be involved in the plan review function. Sumner County will refer any parties seeking a permit to MABCD staff and payments shall be made from the contractor or property owner directly to Sedgwick County whenever feasible. However, if Sumner County would receive any such fees, it shall provide payment to Sedgwick County in an amount equal to the amount of such fees within thirty (30) days.
6. All contractors performing work that is inspected by Sedgwick County under this Agreement must have appropriate licenses and certifications with the MABCD. Sumner County makes no claim against the license fees that such contractors pay to the MABCD. Ensuring the licensure of such contractors is solely the responsibility of Sedgwick County.
7. On June 22, 2010, Sumner County's governing body adopted resolution number 2010-20, which adopted and incorporated by reference the provisions of the Wichita-Sedgwick County Unified Building and Trade Code, under the definition of the Sedgwick County Jurisdiction, within the unincorporated area of Sumner County, and conferred jurisdiction within Sumner County to MABCD staff.
8. Sedgwick County MABCD staff performing inspection services under this Agreement are neither authorized nor required to undertake any enforcement actions. Other Sumner County staff would be responsible for issuing any uniform complaints or citations and Sumner County would be responsible for prosecuting any violations within any court(s) of competent jurisdiction. As a result, any references in the Wichita-Sedgwick County Unified Building and Trade Code regarding violations and enforcement would need to be undertaken solely by Sumner County staff members.
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:

SEDGWICK  
COUNTY:

Metropolitan Area Building and Construction Department  
Attn: Director  
Ronald Reagan Building  
271 W. 3<sup>rd</sup> Street North, Suite 101  
Wichita, KS 67202

and

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

SUMNER  
COUNTY:

Sumner County Planning & Zoning Department  
Attn: Director  
110 East 10<sup>th</sup> St  
Wellington, Kansas 67152

and

Sumner County Counselor's Office  
Attn: John A. Poutcek II  
601 North Washington Ave  
Wellington, Kansas 67152

10. Sumner County expressly agrees and covenants that it will hold and save harmless and indemnify Sedgwick 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 Sedgwick County or its agents and/or employees.

Sedgwick County expressly agrees and covenants that it will hold and save harmless and indemnify Sumner 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 Sumner County 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 terminates and supersedes any prior agreements or addenda to such agreements regarding Sedgwick County's provision of code inspection services to Sumner County, including but not limited to the February 24, 2010 agreement and the May 15, 2013 addendum.
13. This Agreement shall become effective upon signature of approval of both parties and will remain in 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.

**SUMNER COUNTY, KANSAS**



Clifford Bales, Chairman  
Commissioner, Third

ATTEST:



Debra A. Norris, County Clerk

APPROVED AS TO FORM:



John A. Potucek II  
County Counselor

**SEDGWICK COUNTY, KANSAS**

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David M. Unruh, Chairman  
Commissioner, First

ATTEST:

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Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



Justin M. Waggoner,  
Assistant County Counselor