

AGREEMENT

This Agreement, is made and entered into this ____ day of _____ 2015, by and between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), **Sedgwick County**, ("County"), the City of Goddard, ("Goddard"), and the City of Maize, ("Maize"), collectively, the "Parties."

RECITALS:

- A. The Parties have been collaborating in the acquisition of right of way necessary for preservation of future highway right of way for a planned project, hereinafter referred to as "Northwest Wichita Bypass."
- B. Funds previously contributed by the Parties for right of way acquisition have been exhausted; however, the need for preservation of future highway right of way for the Northwest Wichita Bypass still exists.
- C. The Parties have agreed to use their best efforts to provide a revenue stream so right of way acquisition can continue.

NOW, THEREFORE, in consideration of these premises, and the mutual covenants set forth below, the Parties agree to the following provisions:

1. **Secretary's Contribution:** The Secretary agrees to provide one (1) dollar for every one (1) dollar of funds contributed by County, Goddard and Maize, but not to exceed a maximum of \$330,500.00 per year for five (5) years.

2. **Decisions Regarding Right of Way:** Parties agree that while Secretary makes the ultimate decision regarding acquisition of right of way for the Northwest Wichita Bypass, Secretary will seek advice and input from the remaining Parties regarding potential tracts and timing of acquisition. The Secretary shall also inform the remaining Parties of all right of way acquisitions related to the Northwest Wichita Bypass.

3. **Corridor Management Plans:** The Secretary shall take into account any existing corridor management plans currently in full force and effect in the areas associated with the Northwest Wichita Bypass.

4. **City and County Contributions:** The County, Goddard and Maize agree to deposit their contributed share during KDOT's Fiscal Year (FY), July 1 to June 30, beginning with FY2016.

- a) County agrees to use its best efforts to provide fund as follows:
 - FY2016 \$325,000.00
 - FY2017 \$325,000.00
 - FY2018 \$325,000.00
 - FY2019 \$325,000.00
 - FY2020 \$325,000.00

b) Goddard agrees to use its best efforts to provide funds as follows:

- a. FY2016 \$3,000.00
- b. FY2017 \$3,000.00
- c. FY2018 \$3,000.00
- d. FY2019 \$3,000.00
- e. FY2020 \$3,000.00

c) Maize agrees to use its best efforts to provide funds as follows:

- a. FY2016 \$2,500.00
- b. FY2017 \$2,500.00
- c. FY2018 \$2,500.00
- d. FY2019 \$2,500.00
- e. FY2020 \$2,500.00

5. **Contractual Provisions.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.

6. **Civil Rights Act.** The Parties do hereby agree that the "Special Attachment No. 1" attached hereto pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Contract

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Kelly B. Arnold (Date)
County Clerk

Richard Ranzau
Chairman, Fourth District

(SEAL)

Approved As To Form
Justin M. Waggoner
Justin M. Waggoner,
Assistant County Counselor

ATTEST:

CITY OF GODDARD, KANSAS

Teri Laymon (Date)
City Clerk

Marcey Gregory
Mayor

(SEAL)

ATTEST:

CITY OF MAIZE, KANSAS

Jocelyn Reid (Date)
City Clerk

Claire Donnelly
Mayor

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer