

AGREEMENT

87th St. South from Rock Road to Webb Road Funding and Construction

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between Sedgwick County, Kansas, hereinafter referred to as “County”, Rockford Township, in Sedgwick County, Kansas, hereinafter referred to as “Township” and the City of Derby, Kansas, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, County, Township and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended, and this is not an interlocal agreement, as identified within K.S.A. 12-2901, *et seq.*; and

WHEREAS, the parties desire to make road improvements along 87th Street South between Rock Road and Webb Road; and

WHEREAS, Westar Energy, or its successor in interest, will be responsible for the relocation work and related costs for transmission poles for the electrical utility located within the area of the project described below; and

WHEREAS, a portion of 87th Street South that is to be improved lies within the corporate limits of City and a portion of 87th Street South that is to be improved lies within the unincorporated areas of County that has been assigned by County to Township for maintenance purposes; and

WHEREAS, City and Township desire that County manage the design, letting and construction of said improvements;

NOW, THEREFORE, for and in consideration of the parties’ mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the construction, financing and maintenance of roadway improvements consisting of a cement stabilized road base for portions of the road that are not already paved and an ultrathin bonded wearing coarse for the riding surface of the entire project from Rock Road to Webb Road, hereinafter referred to as “Project.” A portion of the Project is inside of the corporate limits of City.
2. County will prepare plans for the Project, acquire right of way, and coordinate any utility relocations. County shall have final authority and shall be responsible for all legal and engineering matters concerning the completion of the Project, including the required bid process and selection of a vendor for the Project.
3. Costs of the Project shall be paid as follows:
 - a. County will pay all costs associated with project design.
 - b. County will pay all costs associated with project inspection and management.

- c. Township shall contribute \$34,000.00 for construction.
 - d. City and County shall equally split the cost of right of way, utility relocation and the remainder of the cost of construction, based on actual costs and subject to paragraph 4.
4. The estimated cost of construction, right of way and utility relocation for the Project is \$487,489.00. The parties agree to a 5% allowance for construction cost contingencies. Based on the project cost estimate of \$487,489.00, the project allowance will be \$24,374.45. The parties agree that City and County shall share equally in the actual costs of right of way, utility relocation and construction, less the lump sum contribution of Township, up to a total Project cost, including the contingency allowance, of \$511,863.45. County shall notify City prior to award of contract if the recommended bid exceeds \$511,863.45 (estimated cost of construction plus project contingency allowance) so that City can reconsider their maximum contribution to the project under this agreement.
5. Upon award of a construction contract by County, County will bill Township for their portion of the construction cost. Township will remit the first half of their contribution with a \$17,000.00 payment to County within 30 days of receipt of a bill from County, but such payment shall not be required to be made earlier than January 31, 2017. Township will remit the second half of Township's contribution with a \$17,000.00 payment to County by January 31, 2018.
6. County will bill City for their portion of construction costs no more frequently than monthly based on actual payments to the contractor. City will remit payment to County within 30 days of receipt of a bill from County.
7. County shall notify City when construction of the Project has been completed, at which time City shall accept those improvements within their city limits, subject to receipt of a copy of the certificate of completion by the City Engineer, and shall thereafter assume all liability for maintenance and repair of those improvements within their city. The agreement for maintenance and repair of the improvements shall survive the termination of this Agreement.
8. Prior to construction of the project County shall, by resolution, relieve Township of all responsibility for maintenance and repair of 87th St. South from the Derby City Limits to Webb Road.
9. Upon annexation of any additional portions of 87th St. South within the project corridor between Rock Road and Webb Road, City will assume maintenance responsibility for the annexed portion.
10. The duration of this Agreement is until the project has been closed out and final payments have been made.
11. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that each of the parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of their respective legal counsel,

Agreement may be deemed to violate the terms of such laws.

12. For the City and the Township, conformance with the Kansas Cash Basis Law as identified within Paragraph 11 of this Agreement, is the sole basis for termination of this Agreement. In addition to the reasons indicated within Paragraph 11 of this Agreement, the County can terminate this Agreement with a 30-day notice, due to any failure by the City or Township to make a timely payment required in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

THE CITY OF DERBY, KANSAS

JAMES M. HOWELL,
Chairman, Fifth District

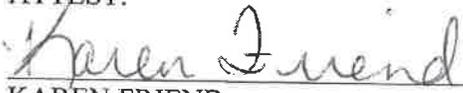


RANDY WHITE
Mayor

ATTEST:

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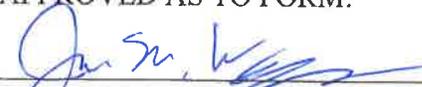
KELLY B. ARNOLD,
County Clerk



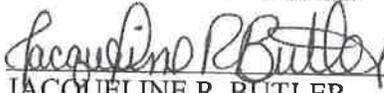
KAREN FRIEND
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



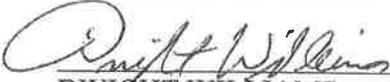
JUSTIN M. WAGGONER,
Assistant County Counselor



JACQUELINE R. BUTLER,
City Attorney

ROCKFORD TOWNSHIP

ATTEST:



DWIGHT WILLIAMS
Township Trustee



GLENA A. McCORMAC
Township Clerk