

**AGREEMENT**  
**East 53<sup>rd</sup> Street North between Webb and Greenwich Roads**  
**Sedgwick County Project No. R325**

THIS AGREEMENT is made and entered into this 22 day of January, 2013, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Bel Aire, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, County and City desire to make certain improvements to 53<sup>rd</sup> Street North between Webb Road (95<sup>th</sup> Street East) and Greenwich Road (111<sup>th</sup> Street East); and

WHEREAS, City desires that County construct the 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 and financing of road reconstruction work by County on 53<sup>rd</sup> Street North that lie within the corporate limits of the City and is currently maintained by City. The work will consist of reconstructing the road to an industrial standard consisting of three asphalt paved travel lanes and appropriate gravel shoulders for the entire one mile length of project, hereinafter referred to as "Project."
2. The Project shall be completed and financed in the following manner:
  - A. County agrees to contract for all design, construction and construction engineering required to complete Project.
  - B. County agrees to pay for all of the cost of design of Project.
  - C. City agrees to acquire additional right-of-way along all property within the Project corridor that is owned by City and/or its Public Building Commission at its sole expense. Right-of-way acquisition shall be completed in an expeditious manner to provide sufficient time for utilities to relocate their facilities prior to the start of construction.
  - D. City agrees to acquire temporary construction easements as may be necessary for the proper construction of the road and its appurtenances along all property within the Project corridor that is owned by City and/or its Public Building Commission at its sole expense.


- E. City agrees to pay for the cost to relocate city owned utilities whose relocation is necessitated by the Project.
3. The County shall have final authority in regard to the bidding, contracting and administration of Project; and County shall be responsible for all legal and engineering matters concerning improvements.
  4. Upon completion of construction of the Project, City shall thereafter assume all liability for maintenance and repair of 53<sup>rd</sup> Street North between Webb Road and Greenwich Road.
  5. To the extent permitted by law, County does hereby release, discharge, indemnify and hold harmless the City, its agents, servants and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from the design or construction of the Project. This release and indemnity shall survive termination of this agreement. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.
  6. To the extent permitted by law, City does hereby release, discharge, indemnify and hold harmless the County, its agents, servants and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from maintenance or repair of the public right of way occurring after the date the City assumes responsibility for the public right of way. This release and indemnity shall survive termination of this agreement. Provided, however, that such indemnification shall not be required to the extent that either the indemnified party or the indemnifying party has (or but for the indemnity, would have) a defense against or limitation of the subject liability under the Kansas Tort Claims Act.
  7. The duration of this Agreement is until the completion of the improvements.

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 BEL AIRE, KANSAS

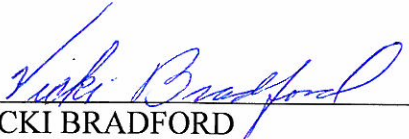
\_\_\_\_\_  
JAMES B. SKELTON                      DATE  
Chairman

  
\_\_\_\_\_  
HAROLD SMITH                      DATE  
Mayor

ATTEST:

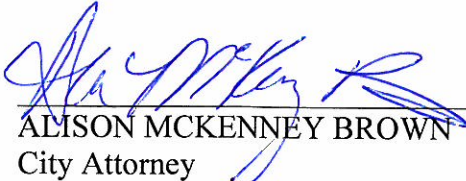
ATTEST:

\_\_\_\_\_  
KELLY B. ARNOLD                      DATE  
County Clerk

 01-23-13  
\_\_\_\_\_  
VICKI BRADFORD                      DATE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ROBERT W. PARNACOTT                      DATE  
Assistant County Counselor

  
\_\_\_\_\_  
ALISON MCKENNEY BROWN                      DATE  
City Attorney