

PROJECT NO. 235-87 KA-0161-04  
NHPP-2351(197)  
INTERCHANGE IMPROVEMENTS  
CITY OF WICHITA, KANSAS  
SEDGWICK COUNTY, KANSAS

**S U P P L E M E N T A L   A G R E E M E N T   N o . 2**

This Agreement made and entered into effective the date signed by the Secretary or designee, by and among the City of Wichita, Kansas (the "City"), Sedgwick County, Kansas (the "County"), and the Secretary of Transportation of the state of Kansas, (the "Secretary"). Collectively referred to as the "Parties."

**RECITALS:**

- A. The Parties entered into an Agreement dated December 5, 2012, (the "Original Agreement") for reconstruction of the I-235/US-54/US-400/Kellogg Avenue interchange and reconstruction of the West Street interchange.
- B. The Parties entered into a Supplemental Agreement No.1, dated October 5, 2015, ("Supplemental No. 1") to add responsibilities for the Secretary and the City regarding certain waterline relocations that were not contemplated under the Original Agreement.
- C. The Parties now mutually desire to enter into Supplemental Agreement No. 2, to more accurately reflect the County's portion of the project funding.

**NOW, THEREFORE**, the Parties agree as follows:

1. On page 2 of the Original Agreement, Article I, THE SECRETARY AGREES, paragraph 9, is replaced in its entirety, to read as follows:

9. To exchange the County's Fiscal Years' 2016, 2017, and 2018 federal fund appropriations for State Funds at the rate of 100%, in accordance with the Federal Fund Exchange Program. The Secretary also agrees that after each payment made in the manner described in Article III, paragraph 3, to reimburse the County with the State Funds exchanged for the County's federal allotment.

2. On page 4-5 of the Original Agreement, Article III, THE COUNTY AGREES, paragraph 3, including the accompanying table, is replaced in its entirety, to read as follows:

3. To be responsible for \$11,600,000.00 of the total actual costs of construction (which includes the costs of all construction contingency items) for the Project. The County shall not be responsible for the total actual costs of construction engineering, preliminary engineering, rights of way, and utility adjustments for the Project. The County agrees to submit payments to the Secretary in accordance with the following schedule: \$4,000,000.00 due thirty (30) days after the execution of this Supplemental Agreement No. 2; \$4,000,000.00 due one (1) year after the letting date of the Project, but no sooner than January 31, 2017; \$3,600,000.00 due two (2) years after the letting date of the Project, but no sooner than January 31, 2018. Within thirty (30) days of receipt of each payment, the Secretary will reimburse the County an amount in State Funds equal to the County's current balance of exchanged federal fund

allotment, exchanged at the 100% rate, for that fiscal year. The County agrees that the amount of each reimbursement is contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed under the Federal Fund Exchange Program, the Secretary will not be able to participate in the federal fund exchange. The Secretary will not be responsible to the County for any reduction in State Funds. The County also agrees that the reimbursements are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the County, the Secretary shall exchange funds in the amount available as determined by Congress.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**IN WITNESS WHEREOF** the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

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

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

**Approved As To Form**

*Justin M. Waggoner*  
*Justin M. Waggoner,*  
*Assistant County Counselor*