

## **INTERGOVERNMENTAL SERVICES AGREEMENT**

**THIS INTERGOVERNMENTAL SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Derby, Kansas, hereinafter referred to as "City."

### **WITNESSETH:**

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

**WHEREAS**, City desires to construct improvements to Madison Avenue from Derby High School to High Park in the City of Derby; hereinafter referred to as "Madison Avenue Derby High School to High Park Improvements"; and

**WHEREAS**, City has entered into an agreement with the Kansas Department of Transportation titled "CONTRACT FOR FEDERAL-AID ROAD CONSTRUCTION ENGINEERING BY CITY OF DERBY (FORCE ACCOUNT AGREEMENT)" hereinafter referred to as "Force Account Agreement"; and

**WHEREAS**, City desires that County perform construction engineering services during the construction of the said improvements; and

**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 for the County to provide construction engineering services to the City within the corporate limits of the City.
2. The City agrees to reimburse County for all costs of construction engineering for, as outlined in Attachment No. 4 of the Force Account Agreement and at the rates indicated within Attachment No. 4 of the Force Account Agreement. The parties agree that the total compensation that the City provides to the County under this Agreement shall not exceed \$108,894.19.
3. The City and County agree that performance of this work shall be in accordance with the terms of the Force Account Agreement, including Special Attachments 1 thru 5, which is incorporated herein as Attachment A.
4. The scope of services to be performed by the County is described in Special Attachment No. 1 to the Force Account Agreement.
5. County shall bill City monthly for the costs incurred, including salary and overhead, as further described by the budget set out in Special Attachment No. 4 of the Force Account Agreement.

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 or arising from errors and omissions resulting from the design of the project or from errors and omissions resulting from construction means and methods used in the construction of the project; provided, that such release shall not extend to acts or omissions of the County or its agents, servants or employees in the performance of duties pursuant to this Agreement. This release and indemnity shall survive termination of this Agreement.
7. This Agreement shall terminate upon the later of completion and final acceptance of the Improvements and completion of all tasks described in Section 4 hereof.

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**

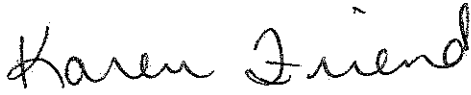
\_\_\_\_\_  
DAVID M. UNRUH  
Chairman, First District

\_\_\_\_\_  
  
RANDY WHITE  
Mayor

ATTEST:

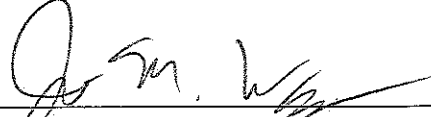
ATTEST:


\_\_\_\_\_  
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

## ATTACHMENT A

CONTRACT FOR FEDERAL-AID ROAD CONSTRUCTION ENGINEERING  
BY CITY OF DERBY (FORCE ACCOUNT AGREEMENT)