

**AGREEMENT**  
**Greenwich between Pawnee and Harry**  
**City of Wichita Project # 472-84695**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Wichita, Kansas, and local authority, Sedgwick County, Kansas.

WITNESSETH:

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

WHEREAS, City of Wichita and Sedgwick County desire to make certain improvements to Greenwich Street between Pawnee and Harry; and

WHEREAS, Sedgwick County desires that City of Wichita design, purchase right-of-way, and 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 design, construction, purchase of right-of-way, and financing of street improvement work by City of Wichita on a portion of Greenwich Street that lies adjacent to property within the jurisdiction of City of Wichita or Sedgwick County. The improvements will consist of reconstructing Greenwich to an urban standard with curb and gutter, turn lanes, and underground storm sewers.
2. The Improvements shall be completed and financed in the following manner:
  - a. City of Wichita agrees to contract for all design, construction, and construction engineering required to complete the project.
  - b. City of Wichita agrees to acquire all right-of-way, drainage easements, and temporary construction easements required to complete the project. Sedgwick County agrees to reimburse City of Wichita for acquisition of all right-of-way required within the jurisdiction of Sedgwick County (the south half of Greenwich, Pawnee to Harry), including all costs associated with eminent domain proceedings if required. The City Engineer for City of Wichita shall notify Sedgwick County's Director of Public Works thirty days prior to the filing of any eminent domain proceedings to determine if Sedgwick County wants to make final negotiated offers before the proceedings are filed. Thirty days after said notice is given, City of Wichita may file for eminent domain proceedings inside the jurisdiction of Sedgwick County without further notice.

- c. Federal grants shall pay for up to \$ 3,859,690 of construction and construction engineering with an eighty percent (80%)/twenty percent (20%) split between federal/local funds. The federal amount may change based upon what is approved in the Transportation Improvement Program (TIP) at the time of construction.
  - d. City of Wichita agrees to pay for the costs of design, construction, utilities relocation, and construction engineering excluding City-owned utilities and federal funds that exceed \$ 532,655. City of Wichita agrees to pay for one hundred percent (100%) of any City of Wichita owned utilities. City of Wichita agrees to pay for 100% of right-of-way, drainage easements, and temporary construction easements located within the city limits of City of Wichita (the north half of Greenwich, Pawnee to Harry).
  - e. Sedgwick County agrees to pay \$ 532,655 for design, construction, utilities relocation, and construction engineering excluding City-owned utilities and federal funds.
3. City of Wichita shall have final authority in regards to the bidding, contracting, and administration of the project; and City of Wichita shall be responsible for all legal and engineering matters concerning the Improvements subject to items discussed in 2b.
4. Upon acceptance of the project by both City of Wichita and Sedgwick County and after the two-year contractor warranty period, Sedgwick County shall thereafter assume all liability for maintenance and repair for the south half of Greenwich, Pawnee to Harry. The agreement of Sedgwick County for maintenance and repair shall survive the termination of this Agreement.
5. To the extent permitted by law, Sedgwick County does hereby release, discharge, indemnify and hold harmless City of Wichita, 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 errors and missions from the design of the project or from errors and omission resulting from construction means and methods used in the construction of the project. This release and indemnity shall survive termination of this Agreement.
6. 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.

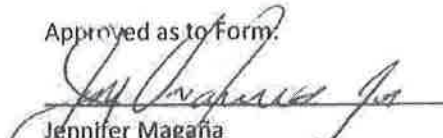
The CITY OF WICHITA, KANSAS

SEDGWICK COUNTY, KANSAS

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Jeff Longwell  
Mayor

Approved as to Form.



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Jennifer Magaña  
City Attorney & Director of Law

Attest:

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Karen Sublett  
City Clerk

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David T. Dennis, Chairman  
County Commissioner

Approved as to Form.



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Michael L. Fessinger  
Assistant County Counselor

Attest:

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Kelly B. Arnold  
County Clerk