

**AGREEMENT FOR 53RD STREET NORTH BETWEEN OLIVER AND WOODLAWN –
ROAD IMPROVEMENTS**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as “County,” and the City of Bel Aire, Kansas, hereinafter referred to as “City.”

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

WHEREAS, the parties desire to make road improvements located along 53rd Street North between Oliver and Woodlawn, hereinafter referred to as the “Project”.

WHEREAS, approximately 16% of the adjacent property is unincorporated.

WHEREAS, County desires City to construct said road improvements.

WHEREAS, City estimates the total estimated construction cost to be \$1,756,211 for the Project.

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

1. The purpose of this Agreement is to provide for the construction and financing of the Project.
2. County will pay \$281,000 to City as an appropriate share of the actual costs of construction and construction engineering of the Project. County will make this payment upon the selected contractor mobilizing on the Project construction site. The total cost to County shall not exceed \$281,000.
3. City agrees to pay for the actual costs of construction and construction engineering for the Project. The total cost to City is estimated to be \$1,475,211. City shall be responsible for the balance of the Project if costs exceed the total estimated costs.
4. City is responsible for acquiring all property, right-of-way, and other easements required to complete the Project, including all property, right-of-way and other easements within the jurisdiction of County. However, should property in the county require eminent domain proceedings, City’s obligations relating to that property only arise after County has passed a resolution with a finding of public necessity for the condemnation and also authorizing City to act as its agent to pursue the litigation. City shall pay for all costs associated with eminent domain proceedings, if required. City shall notify Sedgwick County's Director of Public Works thirty (30) days prior to the filing of any eminent domain proceedings to

determine if County wants to make final negotiated offers before the proceedings are filed.

5. City will contract for construction of the Project and shall be responsible for all legal and engineering matters (except as otherwise noted in the Agreement) concerning the completion of the Project, including the required bid process and selection of a contractor for the Project.
6. City shall pay for one hundred percent (100%) of the cost of any change order related to items of work outside the Scope of Work which City has approved, should any such change order results in a net increase in Project costs. City shall receive one hundred percent (100%) of the savings resulting from a deductive change order.
7. To the extent permitted by law, City does hereby release, discharge, indemnify and hold harmless County, its agents, servants and employees from any and all liability and damages, relating to or arising from errors and omissions resulting from the design of the Project or from errors and omissions resulting from the means and methods used in the construction of the Project; provided, that such release shall not extend to acts or omissions of County or its agents, servants or employees in the performance of duties pursuant to this Agreement, and for those acts or omissions, County will provide City and its agents, servants and employees with comparable protection as required from City. This release and indemnity provision shall survive termination of this Agreement.
8. The term of this Agreement shall begin on the date first written above and continue until the date that the following listed items have all been accomplished: (1) notice of completion of the improvements has been provided by a licensed professional engineer employed by City, (2) City has made final payment to the contractor, and (3) County has paid its share to City for the road improvements.

[balance of this page intentionally left blank, signature page follows]

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

Ryan Baty
Chairman, Fourth District

Jim Benage
Mayor

ATTEST:

ATTEST:

Kelly B. Arnold
County Clerk

Melissa Krehbiel
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Samantha Seang
Assistant County Counselor

Maria A. Schrock
City Attorney