

4844-12

#20-21-000286

**INTERGOVERNMENTAL AGREEMENT FOR A GOVERNMENTAL SERVICE,
ACTIVITY OR UNDERTAKING REGARDING
WOODLAWN BOULEVARD RECONSTRUCTION COST**

THIS AGREEMENT is entered into this 12th day of January, 202~~7~~³, by and between the City of Bel Aire, Kansas ("City") and Sedgwick County, Kansas ("County").

WHEREAS, pursuant to K.S.A. 12-2908, the City and the County are authorized to contract with one another to perform any governmental service, activity or undertaking;

WHEREAS, this Agreement is not an interlocal agreement pursuant to K.S.A. 12-2901, *et seq*; and

WHEREAS, pursuant to K.S.A. 68-572, the City and the County are authorized to enter into this Agreement for the construction, reconstruction or maintenance of any roads or streets; and

WHEREAS, the County is responsible for the right-of-way (ROW) of Woodlawn Boulevard from the approximate center street line east to the edge of the ROW from 37th Street North to the Union Pacific Railroad tracks, all located within the unincorporated area of Sedgwick County; and

WHEREAS, the City is responsible for the remaining right-of-way for Woodlawn Boulevard from 37th Street North to the Union Pacific Railroad tracks; and

WHEREAS, the City has received funding from WAMPO to reconstruct Woodlawn Boulevard from 37th Street North to 45th Street North in the amount of \$5,579,150. Bids were accepted and the Bel Aire City Council approved the low bid for \$8,571,662 to move the project forward; and

WHEREAS, MKEC, design engineers for the project, has determined based on bid numbers, engineering, inspections and project scope totaling \$10,428,524, Sedgwick County's portion to be 12% of the applicable shared project cost or \$1,218,423. With WAMPO covering 53% of the total cost, Sedgwick County's reimbursement portion to the City of Bel Aire shall be \$572,659; and

WHEREAS, the City is willing to annex the County's portion of public right-of-way, upon payment of the County's share of improvements; and

WHEREAS, the parties agree that a single municipality being responsible for the aforementioned portion of Woodlawn Boulevard would provide for enhanced efficiency and simplicity with regard to road maintenance matters and traffic violation enforcement.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited

herein, the parties do agree as follows:

1. Sedgwick County shall pay to the City an amount not to exceed \$572,659 on or before January 31, 2022, to cover their share of the Woodlawn Reconstruction project. In the event that the actual costs City pays to the contractor to complete the Woodlawn Reconstruction project is less than \$10,428,524, City agrees to reimburse County for forty-seven percent (47%) of such difference between \$10,428,524 and the actual costs City pays to the contractor within sixty (60) days of City's final payment to the contractor.
2. The City will complete the annexation process of the portion of Woodlawn Boulevard between 37th Street North and the Union Pacific Railroad tracks not currently located within the city limits of City upon receipt of the County's share of the Woodlawn Reconstruction costs identified in Section 1 of this Agreement. This annexation area is depicted within Exhibit A, which is attached and incorporated into this Agreement. This annexation shall become effective not less than ninety (90) days after County's payment to City. After the City's annexation of the road right-of-way identified within Exhibit A, City shall perpetually be responsible for all maintenance, snow and ice removal, construction, reconstruction, signage, traffic enforcement, and other street and road responsibilities established under Kansas law for such road right-of-way. The City's responsibilities and duties described within this section shall survive the termination and/or conclusion of this Agreement.
3. The County shall not object or oppose the annexation as described in Section 2 of this Agreement.
4. The City will not substantially amend the scope of the Woodlawn Reconstruction project without approval of the Sedgwick County Engineer.
5. The duration of this Agreement is based upon the Woodlawn Reconstruction project. Once the City has completed the Woodlawn Reconstruction project and any actions required pursuant to this Agreement, the term of this Agreement shall be complete.
6. The City shall be responsible for all aspects of the Woodlawn Reconstruction project, including but not limited to project management, engineering and design, legal proceedings (including but not limited to eminent domain), and right-of-way responsibilities.
7. To the extent permitted by law, both parties hereby release, discharge, indemnify and hold harmless the other party, 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 omissions from the design of the

project or from errors and omissions resulting from construction means and methods used in the construction of the Improvements. This release and indemnity shall survive termination of this Agreement.

8. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
9. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 823
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

City: City Administrator
Attn: Contract Notification
7651E. Central Park Ave.
Bel Aire, KS 67226

10. Termination.
 - A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by City, or in the event of any proceedings by or against City in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without

any liability to City on account thereof, by written notice, terminate immediately all or any part of this Agreement.

B. Any notice of termination issued pursuant to this section of the Agreement shall be sent to the other party at the address indicated within Section 9 of this Agreement.

11. Any amendment to this Agreement must be placed in writing and approved by both parties in order to become effective.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Jacqueline Kelly,
City Attorney

SEDGWICK COUNTY, KANSAS

Peter F. Meitzner, Chairman

ATTEST:

Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:

Justin M. Waggoner,
Assistant County Counselor



Geographic Information Services
Sedgwick County...
working for you

Date: 1/12/2022

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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EXHIBIT A

Sedgwick County, Kansas



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