

AGREEMENT AMONG

The City of Westwood
The Unified Government of Wyandotte County /
Kansas City, Kansas

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and among the City of Westwood, Kansas, a Municipal Corporation ("Westwood"), and the Unified Government of Wyandotte County / Kansas City, Kansas ("Unified Government" or "U.G."), (collectively referred to as "Parties"), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Cities desire to improve the pavement at the intersection of 47th Street and Rainbow; and

WHEREAS, the Cities wish to engage in a general project scope to include a full depth reconstruction at the intersection as well as an ADA ramp at the southwest ("Project"); and

WHEREAS, Westwood submitted a bid to the Kansas Department of Transportation ("KDOT") requesting grant funding for the Project and was awarded a grant identified by KDOT as Project Number: 169-106 KA-7263-01;

WHEREAS, KDOT will be responsible for and pay 100% of the costs of construction and Construction Engineering up to a maximum of \$400,000 ("Maximum Amount") and the Unified Government will be responsible for and pay 100% of the Preliminary Engineering; and

WHEREAS, this Agreement constitutes a contract between municipalities pursuant to K.S.A. 12-2908 to perform a governmental service, activity or undertaking which each party hereto is authorized by law to perform and accordingly shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and amendments thereto;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Cities do hereby agree in detail as follows:

1. **RATIFICATION OF KDOT AGREEMENT:** The Parties recognize and acknowledge that the KDOT Agreement entered into by Westwood and the Unified Government identified as Exhibit A, has been entered into for the mutually beneficial purpose of completion of the Project. Accordingly, with respect to such KDOT Agreement, the Unified Government does hereby agree to perform all acts necessary to enable the City of Westwood to comply with the terms and conditions of such KDOT Agreement. The Unified Government does hereby authorize Westwood and its agents, representatives and employees to take such action on its behalf as is necessary to ensure compliance with Exhibit A and to ensure completion of the Project.

2. **ESTIMATED PROJECT COST AND FUNDING OF THE PROJECT:**

A. **Definition of Terms.** Unless otherwise specifically defined within this Agreement, the terms defined within Article I of the KDOT agreement attached hereto as Exhibit A, are specifically incorporated herein by reference. Such relevant definitions include, but are not limited to:

i. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

ii. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

iii. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

iv. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

B. **Construction.** Each party shall have the exclusive control of the scope of Construction of the Project within such party’s jurisdiction, provided that the scope of construction must be sufficient to meet the grant requirements which are attached hereto as Exhibit B.

C. **KDOT Funding.** Pursuant to the agreement with KDOT attached hereto as Exhibit A, KDOT has agreed to provide Project Construction funding in an amount not to exceed \$400,000.00. The parties recognize that Construction costs may exceed the funding provided by KDOT. Westwood shall be responsible for the any Construction costs that exceed KDOT’s funding.

D. **Westwood Funding.** If the sum of construction based on the low bid received and the cost plus net fee estimate for Construction Engineering exceeds the Maximum Amount, the scope of work will be reduced so as not to exceed the Maximum Amount, or the Project will be rescinded.

3. **DURATION AND TERMINATION AGREEMENT:** The parties agree that this Agreement shall exist until the completion and acceptance of the Project. The parties do not contemplate that any property will be acquired which will require disposal upon partial or complete termination of this agreement. The work described herein shall be deemed completed and this Agreement shall be terminated upon written certification to the parties, by KDOT, that said Project has been accepted as submitted.

4. **PLACING AGREEMENT IN FORCE:** The Attorneys for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records. Execution of this Agreement by the Cities is authorized by K.S.A. § 12-2908.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

CITY OF WESTWOOD, KANSAS

Mayor David E. Waters

ATTEST:

City Clerk, Abby Schneweis

Approved as to form:

City Attorney, Ryan Denk

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

David Johnston, County Administrator

Clerk, Monica Sparks

Approved as to form:

Unified Government Counsel