

**Agreement between Johnson County, Kansas
and the City of Olathe, Kansas
for Lackman Road (Black Bob) from 159th Street to 167th Street**

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of Johnson County, Kansas (“Board”) and the City of Olathe, Kansas (“City”), hereinafter Board and City may be referred to singularly as the “Party” and collectively as the “Parties”.

Recitals

WHEREAS, the Johnson County Public Works Department (“JCPW”) has determined that Lackman Road (Black Bob) from 159th Street to 167th Street needs to be reconstructed to improve safety and for additional capacity and has requested the City to participate in funding the survey, design, R/W acquisition, utility relocation, construction, and construction inspection (the “Project”); and

WHEREAS, the Project straddles the boundary between the corporate boundary of the City and the unincorporated area of Johnson County, Kansas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the Parties agree as follows:

Agreement

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of facilitating the completion of the Project to assure a more adequate, safe, and integrated roadway network in Johnson County, Kansas.
2. **Description of the Project Scope.** The Project shall consist of survey, design, right-of-way acquisition, utility relocation, construction and construction inspection of Lackman Road from 159th Street to 167th Street. The road will be designed as a four-lane road and designed to City of Olathe standards.
3. **Administration of the Project:** The City shall be responsible for administering the Project.
 - a. Responsibilities of the City:
 - i. Coordinate with JCPW for the selection of a consultant if the Project is surveyed and designed by a design professional other than City staff.

- ii. Provide preliminary construction documents (at approximately 30% complete, hereinafter referred to as “Preliminary Design Plans”) and draft final construction documents (at approximately 95% complete, hereinafter referred to as “Draft Final”) to JCPW in PDF format for a maximum of fourteen (14) days review. Final construction documents (at 100% complete, hereinafter referred to as “Final”) to JCPW in PDF format for a maximum of seven (7) days review.
- iii. On a monthly basis, submit to JCPW an invoice of Project costs and expenses incurred for apportioning the same among the Parties.

b. Responsibilities of JCPW:

- i. Participate in the selection of a design consultant if the Project is not surveyed and designed by City staff.
- ii. Complete review of the Preliminary Design Plans, Draft Final and Final construction documents for each phase of the Project and provide any comments to the City within fourteen (14) days from the date JCPW receives such documents. Failure to respond within fourteen (14) days will cause the City to deem the documents approved by JCPW.
- iii. Submit payment of invoices to the City on a monthly basis.

4. **Project Costs.** Under this Agreement, each Party shall split the costs of the Project as follows:

Task	Johnson County (%)	City of Olathe (%)
Survey and Design	50%	50%
Right-of-Way	Jurisdictional	Jurisdictional
Utility Relocations	Jurisdictional	Jurisdictional
Construction & Inspection	25%	75%

The estimated total costs of the Project combined for both jurisdictions are \$18.1 Million and with a 2024 construction letting. JCPW has secured Federal construction funding through MARC in the amount of \$3.1 Million that will be

subtracted from the construction costs prior to the split in the table above. The City will pay the costs up front and seek reimbursement from the JCPW monthly except for right-of-way acquisition will be paid for by JCPW and the City at the time of the acquisition. If actual reimbursable costs or engineering costs exceed the estimated costs, reimbursement of the additional amount by the JCPW is subject to approval and funding in accordance with JCPW purchasing policies and procedures.

5. The City will work with JCPW to purchase necessary land adjacent to Ernie Miller Nature Center as necessary to offset 4f/6f lands taken from Heritage Park for the purposes of this Project.
6. The City will be responsible for maintenance of the Project after completion of the Project.
7. The City and County shall be named as additional insured on all applicable certificates of insurance issued by the consultant for this Project.
6. The City shall include in contracts for design or survey a requirement that the consultant defend, indemnify and save County and City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the consultant and the performance of his or her contract.
7. Duration and Termination of this Agreement. The Parties hereto agree that this Agreement shall terminate upon the completion of the Project.
8. Amendments. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

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.

Board of County Commissioners of
Johnson County, Kansas

City of Olathe, Kansas

Ed Eilert, Chairman

Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

Assistant City Attorney