

**Agreement between Johnson County, Kansas  
and the City of Olathe, Kansas  
for Design and Construction of  
Intersection improvements and Traffic Signals for the  
175th Street and Lone Elm Road Intersection**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of March, 2019, 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 City has decided that the intersection of 175<sup>th</sup> Street and Lone Elm Road is in need of improvement and installation of a traffic signals and has requested Johnson County Public Works Department ("JCPW") participate in funding of the construction (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 design and construction of intersection improvements and traffic signal installation.
3. **Administration of the Project:** The City shall be responsible for administering the Project.
  - a. Responsibilities of City:
    - i. Coordinate with JCPW for the selection of a consultant and contractor if the Project is designed and/or constructed 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. Upon completion of the Project, submit to JCPW the final accounting of all 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 and contractor if the Project is not designed and/or constructed by City staff.
    - ii. Complete review of the Preliminary Design Plans, Draft Final and Final construction documents for 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.
4. **Project Costs.** Costs shall be broken out as follows:
- a. The actual costs of the construction of the Project shall be split equally between the Parties. The estimated costs of the construction of the Project are \$900,000 and the Project is expected to be completed in 2020. The City will pay the costs up front and seek reimbursement from the JCPW upon completion of the Project.
  - b. All other project costs including but not limited to design and construction inspection will be 100% paid for by the City. The estimated design and construction inspection is estimated to be \$175,000.
5. **Maintenance.** The City agrees to operate and maintain the traffic signal installation following the completion of the Project.
6. The City and County shall be named as additional insured on all applicable certificates of insurance issued by the consultant and contractor for this Project.

7. The City shall include in contracts for survey and construction a requirement that the consultant and contractor 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 contractor and the performance of their contract.
8. **Duration and Termination of this Agreement.**
- a. The Parties hereto agree that this Agreement shall terminate upon the completion of the Project.
  - b. Either Party may terminate this agreement if the construction contract for the Project has not awarded by January 1, 2021.
  - c. Either Party may terminate this agreement if the City annexes 50% or more of the land adjacent to the Project.
9. **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

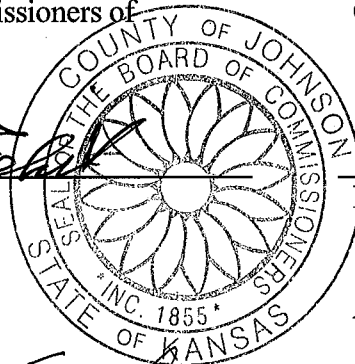
  
\_\_\_\_\_  
Michael Copeland, Mayor

Attest:

Attest:

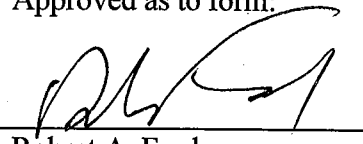
  
\_\_\_\_\_  
Lynda Sader  
Deputy County Clerk

  
\_\_\_\_\_  
Emily Vincent  
City Clerk



---

Approved as to form:



---

Robert A. Ford  
Assistant County Counselor

---

Approved as to form:

---

Ron Shaver  
City Attorney

Approved 7-0

FILED

MAR - 7 2019

DEPUTY COUNTY CLERK  
JOHNSON COUNTY KANSAS