

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE PURPOSE OF INSTALLING TRAFFIC SIGNALS AT THE INTERSECTION OF TOMAHAWK CREEK PARKWAY & ROE AVENUE.

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the CITY OF OVERLAND PARK, KANSAS, and the CITY OF LEAWOOD, KANSAS, each party having been organized and now existing under the laws of the State of Kansas,

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make the public improvement of traffic signals at the intersection of Tomahawk Creek Parkway & Roe Avenue; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in making the public improvement; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the governing body of the CITY OF OVERLAND PARK, KANSAS, did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 2002; and

WHEREAS, the governing body of the CITY OF LEAWOOD, KANSAS, did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 2002;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The parties hereto enter into this Agreement for the purpose of making the public improvement at Tomahawk Creek Parkway & Roe Avenue as heretofore described.

The improvement shall include the design and installation of the signal to include all necessary equipment and materials, provide work zone traffic control as appropriate, provide pavement markings as indicated on the approved plans and restore all disturbed areas to original condition. The design and construction shall be in accordance with OVERLAND PARK and LEAWOOD construction standards.

2. ESTIMATED COST OF PROJECT.

A. The estimated cost of making the public improvement, exclusive of easement and right-of-way acquisition is ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000).

B. The cost of making the public improvement shall be allocated as follows:

I. LEAWOOD shall be responsible for forty percent (40%) of the cost of the improvements, or approximately SIXTY-FOUR THOUSAND DOLLARS (\$64,000).

II. OVERLAND PARK shall be responsible for sixty percent (60%) of the cost of the improvements, or approximately NINETY-SIX THOUSAND DOLLARS (\$96,000).

3. FINANCING. THE CITIES OF OVERLAND PARK, KANSAS, and LEAWOOD, KANSAS, shall pay their portion of the cost with monies budgeted and appropriated funds.

4. OVERLAND PARK ADMINISTRATION OF PROJECT. The public improvement shall be constructed and the job administered by the CITY OF OVERLAND PARK, KANSAS, acting by

and through the Director of Public Works for Overland Park, Kansas, who shall be the principal public official designated to administer the public improvement; provided, that the Director of Public Works shall, among his several duties and responsibilities, assume and perform the following:

A. Make all contracts for the public improvement, including the responsibility to solicit bids by publication in the official newspaper of Overland Park, Kansas. In the solicitation of bids, the appropriate combination of best bids shall be determined by the aforesaid governing body administering the project, except that the governing body of the City of Leawood, Kansas reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the public improvement, then either CITY shall have the right to reject the bid. In such case, the project shall rebid at a later date.

B. Submit to the CITY OF LEAWOOD on or before the 10th day of each month, or as received, estimates of accrued costs of design engineering for the public improvement for the month immediately preceding the month the statement of costs is received; provided that the CITY OF LEAWOOD shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to the CITY OF OVERLAND PARK as herein agreed.

C. Upon completion of the public improvement, the Director of Public Works shall submit to the CITY OF LEAWOOD a final accounting of all costs incurred in making the public improvement for the purpose of apportioning the same among the parties as provided herein.

D. The CITY OF LEAWOOD shall be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.

5. DURATION AND TERMINATION OF AGREEMENT. The parties hereto agree that this Agreement shall exist until the completion of the aforesaid public improvement, which shall be deemed completed upon certification to each of the parties hereto by the Director of Public Works advising that the public improvement has been accepted by him as constructed; and repayment by the CITY OF LEAWOOD of project costs fronted by the CITY OF OVERLAND PARK for the construction of the CITY OF LEAWOOD'S share of this public improvement.

6. PLACING AGREEMENT IN FORCE. The attorney for the administering body described in paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

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

CITY OF OVERLAND PARK, KANSAS

By \_\_\_\_\_  
ED EILERT, MAYOR

ATTEST:

\_\_\_\_\_  
MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JANE NEFF-BRAIN  
SENIOR ASSISTANT CITY ATTORNEY

CITY OF LEAWOOD, KANSAS

By \_\_\_\_\_  
PEGGY J. DUNN, MAYOR

ATTEST:

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MARTHA HEIZER, CITY CLERK

APPROVED AS TO FORM:

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PATRICIA BENNETT  
CITY ATTORNEY