

## AGREEMENT

This Agreement is entered into as of this 21st day of November, 2016, by and between the CITY OF HAYSVILLE, KANSAS (“City”), a municipal corporation, and the Board of Education of USD 261 of Haysville, Sedgwick County, Kansas, (“District”), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, District is constructing a new school facility on West Grand Avenue to serve as the Haysville High School and Tri-City Day School (“Facility”).

WHEREAS, The Facility’s driveways are anticipated to be directly across Grand Avenue from the driveways of the current Haysville West Middle School causing significant traffic congestion to potentially occur at specific times of the day upon this major roadway, a traffic study was performed to determine if geometric improvements to the roadway were necessary to accommodate the additional traffic.

WHEREAS, The completed traffic study indicated improvements to the roadway are necessary to protect the health, safety, and welfare of all drivers and pedestrians utilizing that area of the roadway, and accessing those driveways.

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and District agree as follows:

1. SERVICES.

City shall provide the following services:

- A. Contract with City Engineer, PEC, to design the geometric improvements and perform construction administration services including a final inspection of the completed work.
- B. Enter into a Letter Agreement with PEC incorporating the following:
  - (1) \$22,250.00 for Design Phase Services
  - (2) \$4,500.00 for Construction Administration Services
  - (3) Reimburse expenses for vehicle mileage
  - (4) Incorporating the standard PEC Conditions
- C. Establish a project schedule for completing construction upon Grand that recognizes, and incorporates, the scheduling issues of both City and District.
- D. Overlay (Slurry/Chip Seal), and pay the costs associated therewith, the project area to seal surface of both new and previously existing road sections.

District shall provide the following services:

- A. Provide City's Engineer, PEC, with 1) any pertinent design documents from the Haysville High School/Tri-City Day School project, and 2) construction scheduling issues critical to District.
- B. Reimburse City for costs of design and construction administration services and reimbursable expense for vehicle mileage related to the turning lane portion of the project within 90 days of City's submission of such expenses to District.
- C. Make in-progress payments for construction of roadway improvements as billings come due.

2. TERM. The term of this agreement commences upon that date both parties have approved and signed this Agreement and terminates upon satisfactory completion of all services set forth above.

3. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. District agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

4. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

5. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. District shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

6. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall

be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

**GOVERNING BODY OF HAYSVILLE, KANSAS**

ATTEST:

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Bruce Armstrong, Mayor

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Janie Cox, City Clerk

**UNIFIED SCHOOL DISTRICT, NO. 261**

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Paige Crum, Board President