

INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING FOR ROAD MAINTENANCE AND OVERLAY AND REGARDING A CAPITAL IMPROVEMENT PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT AND JACKSON COUNTY TO MILL & OVERLAY LANGSFORD ROAD (WEST OF BLACKWHEEL TO WILDFLOWER.)

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) entered into this _____ day of _____, 2023, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri municipal corporation ("City"), and **JACKSON COUNTY, MISSOURI**, a political subdivision of the state of Missouri ("County"), for the purpose of defining the roles and responsibilities of the parties with respect to a capital improvement project of the City and County with respect to an overlay of *LANGSFORD ROAD (400 feet west of Blackwell Road to Wild Flower Drive)*.

WHEREAS, LANGSFORD ROAD is a roadway which runs within both the corporate limits of the City and outside the City’s corporate limits under the jurisdiction of the County and is the subject of this Agreement approved by the City Council by passage of Ordinance No. _____, and approved by County Legislature by passage of Resolution No. _____ in which costs, roles and responsibilities were agreed upon; and

WHEREAS, the Improvements within the County’s jurisdiction will be along Langsford Road from approximately 400 feet west of Blackwell Road to Wild Flower Drive. The design plans are attached hereto as Exhibit 1 and incorporated herein as if fully set forth (“Improvements” or “Project”).

WHEREAS, the Improvements shall be funded through the Lee’s Summit Capital Sales Tax Renewal and the County Road and Bridge Fund, which total cost is anticipated to be \$219,802.57 (Mill & Overlay FY24 bid cost) for the Improvements, with the Jackson County being responsible for \$69,802.57; and

WHEREAS, the parties agree that the City shall use its best efforts to maintain all Improvements covered under the Project upon completion of the Project in the same manner as it maintains its other roadways, within and without the City limits.

WHEREAS, this Agreement is intended to set forth the obligations of the parties with respect to said Improvements and in all other respects any other Intergovernmental Agreement regarding cost, construction and maintenance sharing shall remain in place.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and to facilitate the Improvements, the parties hereto agree as follows:

1. Responsibilities of City

A. Bidding: City has/and or will bid the work for the Improvements, pursuant to the City’s internal competitive bid processes and procedures, and all applicable federal laws and regulations and the laws and regulations of the state of Missouri.

Exhibit A

B. Selection of Contractor: City shall approve the bid(s) selected for the award of contract(s) pursuant to its normal purchasing guidelines and practices.

C. Contract for Work: City shall enter into a contract with the successful bidder(s) to perform all or portions of the Improvements.

D. Costs incurred for the improvements to Langsford Road: The City shall bear 68% of the costs incurred for the Improvements.

E. Maintenance: Upon completion of the Improvements, all maintenance shall revert back to the COOPERATIVE AGREEMENT FOR ROAD MAINTENANCE AND SNOW REMOVAL Dated June 25, 2008.

2. County Responsibilities

A. County shall approve all proposed plans for the Improvements which are subject to this Agreement, provided such plans are consistent with those contained in Exhibit A.

B. Ownership of Improvements: Upon completion of the Improvements, County shall own all such Improvements located within its roadway jurisdiction and County shall continue ownership of any and all right-of-ways and roadways it currently owns or has ownership interest in.

C. Right of Way Permits: County shall cooperate with City to provide necessary right-of-way or other permits necessary for the City or its Contractors to perform the improvements or maintenance thereto. No charge shall be made for such permits for this one project.

D. County Costs: The County shall bear 32% percentage of the costs incurred for the Improvements.

3. Applicable Standards and Approvals

A. General Provisions: City shall require contractor(s) to perform all work pursuant to this Agreement in accordance with all applicable federal, state and local laws, and the design standards of the City unless the County design standards are greater, in which case the County's design standards shall apply.

B. Timing of Improvements: City anticipates time to complete the improvements to be completed by October 2023. All work to be performed pursuant to this Agreement shall be performed in a timely manner in order to achieve completion by said date.

C. Warranty: City shall require every contractor performing work under this Agreement to provide no less than a one (1) year maintenance bond against material defects and workmanship.

Exhibit A

D. Bonding and Insurance: City shall require all Contractors performing work pursuant to this Agreement to maintain performance, payment, and maintenance bonds in accordance with applicable law and shall require that the names of both City and County appear as co-obligee on any bond(s) securing performance, payment and maintenance with regard to any contract which includes work pursuant to this Agreement. City shall require all Contractors performing work pursuant to this agreement to procure and maintain in effect insurance sufficient to meet the limits required by the City and shall require that such policy name both City and County as additional insured with regards to any contract which includes work pursuant to this Agreement.

E. Indemnification: Any indemnification obligation imposed on any contractor pursuant to the work performed pursuant to this Agreement shall require such contractor to indemnify both City and County to the same extent.

F. Prevailing Wage: City shall require all contractor and subcontractors performing work pursuant to this Agreement to comply with all laws regarding the payment of prevailing wages.

4. Complete Agreement: This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties, provided that all other provisions of any other Intergovernmental Agreement not specifically amended by this Agreement or subsequent agreement shall remain in full force and effect and are not intended to be amended, deleted or in any manner changed except as provided herein.

5. Sovereign Immunity Both City and County agree that nothing herein shall be construed as a waiver of the City's sovereign immunity as provided for in the Revised Statutes of the State of Missouri, see RSMo. Sections 537.0600 et, seq. The parties further agree as follows:

A. County shall retain ultimate control over the Improvements located within its roadway jurisdiction.

B. The County's duties to provide roadways free of dangerous conditions shall continue to extend to the portions of Ranson Road covered by this Project and the Improvements.

7. Captions. Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions.

8. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by both parties.

9. Jointly Drafted. The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.

Exhibit A

10. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Missouri.

11. Termination. This Agreement may be terminated in writing by either party upon thirty (30) days' notice to the other party and prior to the commencement of any work pursuant to this Agreement.

12. Venue. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Independence, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

13. Assignment. Except as otherwise provided herein, neither party shall sell, assign, transfer or otherwise convey any of their rights under this Agreement without the prior and express written consent of the other party.

14. Notice. Any notice required under the terms of this Agreement shall be deemed to have been given if mailed by United States mail, postage prepaid, and addressed as hereinafter specified. Notices to City shall be addressed as follows:

Director of Public Works
City Hall, 220 SE Green Street
Lee's Summit, Missouri 64063

Notices to County shall be addressed as follows:

Director of Public Works
303 West Walnut
Independence, MO 64050

15. Non-Waiver. No waiver of any condition or covenant contained in this Agreement or of any breach thereof, shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

16. Agreement Contractual. The terms and provisions of this Agreement are contractual and not mere recitals.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Exhibit A

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMIT

JACKSON COUNTY

William A. Baird, Mayor

Frank White Jr. County Executive

ATTEST: City Clerk

ATTEST: County Clerk

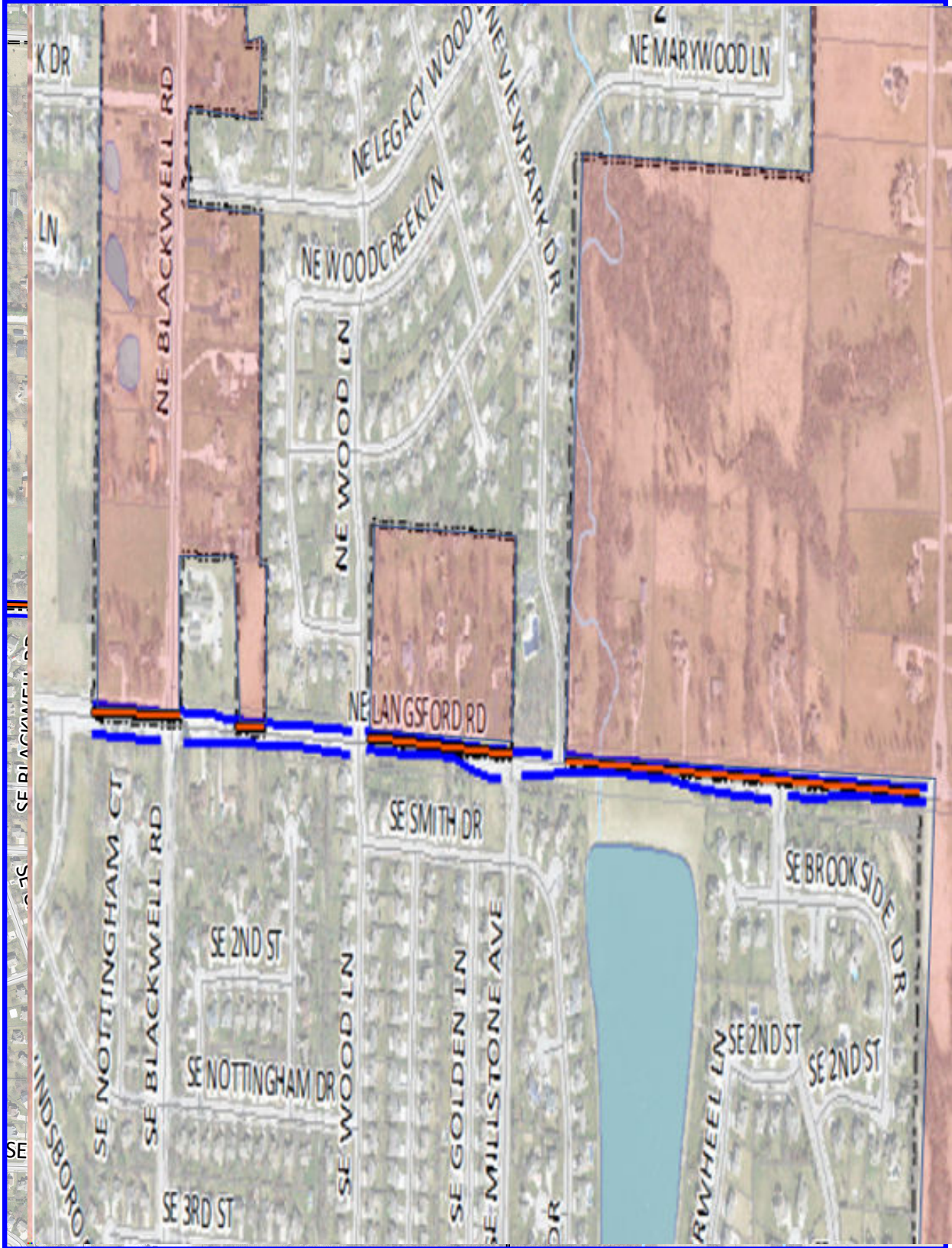
APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney Office

County Counselor

Exhibit 1
Intergovernmental Agreement-Lee's Summit & Jackson County



Legend

- Mill & Overlay RC5-01
- Jackson County
- LS City Boundary

Langsford Road

