

**INTERGOVERNMENTAL AGREEMENT REGARDING COST SHARING FOR ROAD  
MAINTENANCE AND OVERLAY AND REGARDNG A CAPITAL IMPROVEMENT  
PROJECT PAID FOR BY THE CITY OF LEE'S SUMMIT AND JACKSON COUNTY  
TO MILL & OVERLAY RANSON ROAD (MoDOT TO HOOK LANE.)**

This INTERGOVERNMENTAL AGREEMENT entered into this 25<sup>th</sup> day of May, 2021, 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 possibly County] with respect to an overlay of RANSON ROAD *MoDOT ROW to Hook Lane.*

WHEREAS, RANSON 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 Interlocal Governmental Agreement approved by the City Council by passage of Ordinance No. \_\_\_\_\_, [and insert how county approved participation] in which costs, roles and responsibilities were agreed upon; and

WHEREAS, the Improvements within the County's jurisdiction will be along Ranson Road from approximately MoDOT ROW to Hook Lane. The design plans are attached hereto as Exhibit A and incorporated herein as if fully set forth.

WHEREAS, the Improvements shall be fully funded through the Lee's Summit Capital Sales Tax Renewal [and if County contributing where their money comes from], which total cost is anticipated to be \$122,000 for the Mill & Overlay work and \$9,000 for patching, with the parties sharing equally in the costs; and,

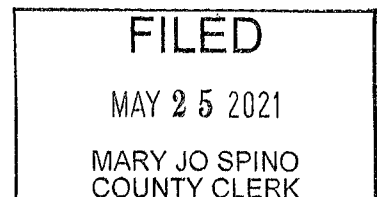
WHEREAS, the parties agree that the City shall use its best efforts to maintain all Improvements covered under the Project upon completion of the Project in the same manner as it maintains its other roadways, within and without the City limits.

WHEREAS, this Intergovernmental Agreement is intended to set forth the obligations of the parties with respect to said capital improvements project work and in all other respects any other Interlocal Governmental 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 an overlay project on RANSON ROAD by the City, 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.



**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 Ranson Road:** The City shall bear 50% 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 50% percentage of the project-construction costs.

## **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 2021. 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 warranty against material defects and workmanship.

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:

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.

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

CITY OF LEE'S SUMMIT

JACKSON COUNTY

W. Sam [Signature]  
Mayor



[Signature]  
Jackson County Commission

Stacy Lombardo  
ATTEST: City Clerk *Reputy*

[Signature]  
ATTEST: County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
Chief of Infrastructure And Planning  
City Attorney

[Signature]  
County Counselor

R. 20647

**REVENUE CERTIFICATE**

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$65,500.00 which is herein authorized.

4-23-2021  
Date

  
Director of Finance and Purchasing  
Account No. 004 1506 58040  
\$65,500.00

PC 150621001 000 ML

EXHIBIT A

**City of Lee's Summit  
Mill & Overlay 21/22 - Prj. No. 324 21/22 (overlay)**

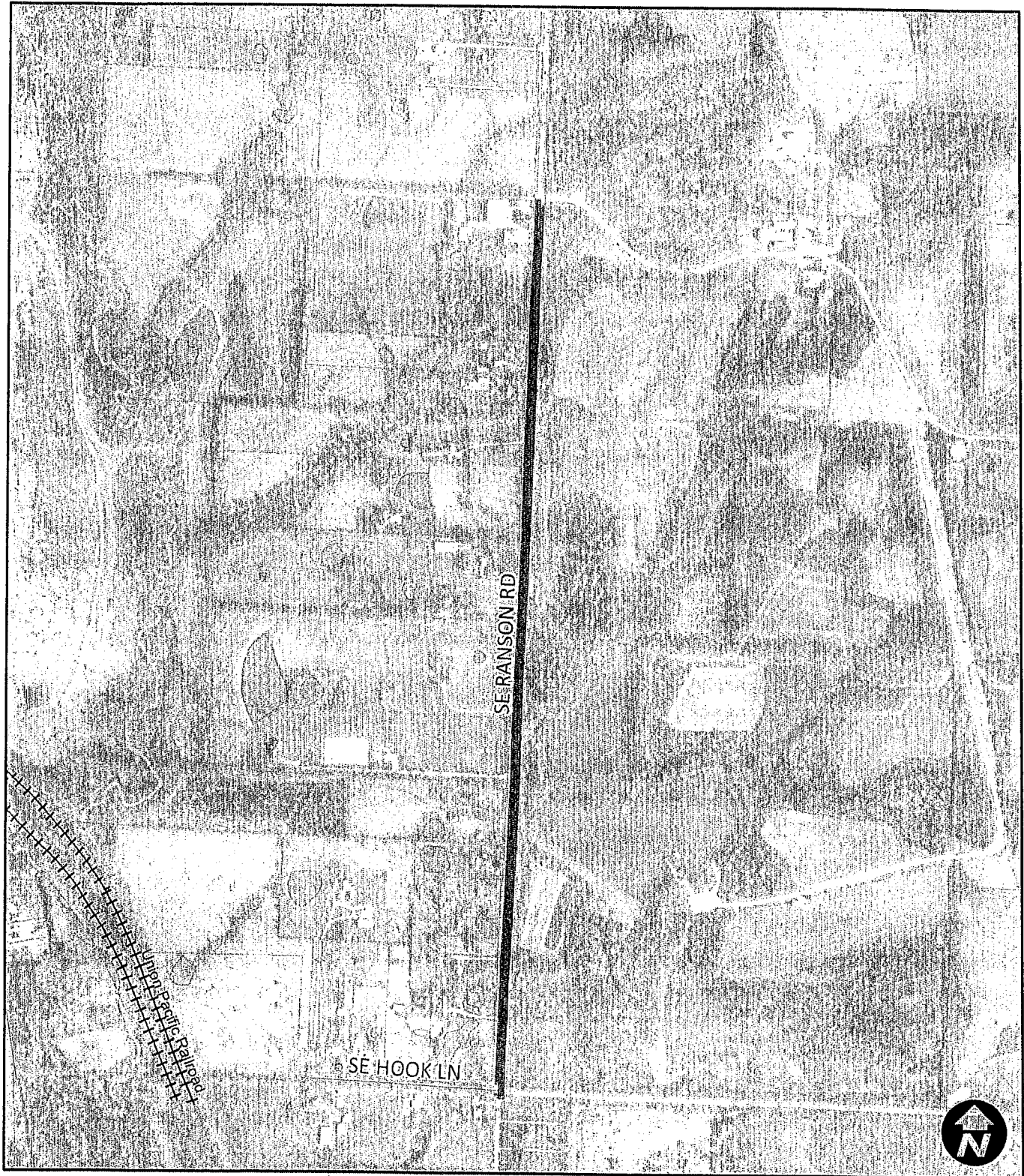


**Area 22  
Ranson Road**

**Legend**




- Mill & Overlay - RC 5-01
- ▬ Mill & Overlay - Mill & Fill RC 5-01
- ▬ Mill & Overlay - Mill & Fill 5-01 (PG70-22)

**City of Lee's Summit  
Mill & Overlay 21/22 - Prj. No. 324 21/22 (overlay)**



**Area 22  
Ranson Road**

**Legend**

-  Mill & Overlay - RC 5-01
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