

**AGREEMENT FOR JOHNSON COUNTY CIRCULATOR ROUTE TRANSIT SERVICE  
BETWEEN JOHNSON COUNTY, KANSAS,  
AND THE CITY OF OLATHE, KANSAS**

This CIRCULATOR ROUTE TRANSIT SERVICE AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_, 2026, (the “Effective Date”) and is by and between the Board of County Commissioners of Johnson County, Kansas, a body corporate and political subdivision of the state of Kansas (the “County”), and the City of Olathe, Kansas (the “City”) (collectively, the “Parties”).

**RECITALS**

- A. Johnson County Transit, a division of Johnson County Government, provides public transit service connecting Johnson County with the greater Kansas City area.
- B. The Parties desire for the County to provide additional circulator route transit service during the FIFA World Cup 26 matches hosted in Kansas City and related activities throughout Johnson County and within cities that have entered into a circulator route transit service agreement.
- C. The Parties are authorized by K.S.A. 12-2908 to enter into this Agreement.

**AGREEMENT**

In consideration of the mutual covenants contained herein, the Recitals, which are incorporated in and made a part of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Circulator Route Transit Service. The County agrees to provide circulator route transit service within the boundaries of the City to connect mutually agreed upon key locations throughout Johnson County.
  - a. The City agrees to allow the County and County agents, employees, and contractors sufficient physical access, permissions, and right-of-way access to locations within the City necessary to provide such service. The Parties will work together to coordinate and designate access points and pickup and drop-off locations.
  - b. **Service Period:** The circulator route transit service shall run generally for a period of approximately 35–42 calendar days during FIFA World Cup 26 matches hosted in Kansas City and related activities throughout Johnson County. Johnson County Transit shall retain operational control of the service, and levels may be modified by the County due to operator availability, safety issues, funding

availability, or ridership demand, provided that the County notifies the City of any material changes. The Parties shall coordinate on exact start and end dates for service.

- c. **Service Definition:** The circulator routes are anticipated to operate from 8 a.m. to midnight each day of the Service Period, targeting 30–45-minute headways and operating in a bi-directional manner operating within the existing budget. These parameters are subject to change based on unforeseen circumstances, and Johnson County Transit will coordinate with the affected City in determining and implementing any such change. A map of anticipated designated stops and the route of the service is attached to and incorporated into this Agreement as Exhibit A. Johnson County Transit shall use its best reasonable efforts to deliver transit service as defined in this paragraph.
2. **Funding.** Prior to the commencement of service under this Agreement, as contribution to the cost of providing such service, the City agrees to pay the amount of \$111,846 to the County. A list of contributing funding sources by participating jurisdiction is attached to and incorporated into this Agreement as Exhibit B. Notwithstanding, the City’s participation in this Agreement is contingent upon the following:
  - a. **City Participation and Funding:** In the event the County does not provide transit services to the City or the City declines to contribute its share to this transit service, this agreement shall terminate and be considered null and void and there shall be no further obligations of either party.
  - b. If the agreement terminates after the City has provided its share to the County, then the County shall refund such funds to the City within 30 days of termination, unless transportation services have already begun, in which case the Parties shall jointly agree on a pro-rated amount for the refund.
  - c. If bus fares are charged for use of the transit service covered by this Agreement, then the County shall distribute proceeds of such bus fares to the City on a pro rata basis including all funding sources for the transit service, not to exceed the amount of City funding provided pursuant to this Agreement.
3. **Term.** This Agreement shall be effective through December 31, 2026.
4. **Ridership Data.** The County shall share with the City any data collected by the County during the term of this Agreement related to ridership and use of the service provided under this Agreement.

5. Entire Agreement. The written terms and provisions of this Agreement shall supersede all prior and verbal or written statements of any official or other representative of the County or City, and such statements shall not be effective or be construed as entering, forming a part of, or altering in any way this written Agreement.
6. Amendment. Any change to the terms of this Agreement shall be made only in writing and must be approved by the Parties.
7. Cash Basis Law. The Parties are obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Party's current budget year. In the event a Party does not so budget and appropriate the funds, the Parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.
8. Governing Law and Venue. This Agreement is entered pursuant to and shall be construed in accordance with the laws of the state of Kansas. Any litigation arising from this Agreement or obligations under this Agreement shall have proper venue in the District Court of Johnson County, Kansas.
9. Force Majeure. If either Party is unable, because of force majeure, to perform its obligations under this Agreement, performance of such obligations by such Party, so far as they are affected by such force majeure, shall be excused from the inception of any such inability. The term "force majeure", as used in this Agreement, shall mean any act, event, cause or occurrence rendering a Party unable to perform its obligations that is not within the reasonable control of such Party. In no event shall either Party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.
10. Indemnification. Each Party to this Agreement shall assume the risk of liability arising from its conduct. Neither Party agrees to insure, defend, or indemnify the other. The Parties agree and acknowledge that circulator route service under this Agreement will be provided or supported by a third-party vendor under separate contract with the County (the "Vendor") and that such third-party vendor contract requires the Vendor to defend, indemnify, and hold harmless Johnson County, Kansas, the Board of County Commissioners of Johnson County, Kansas, Johnson County Transit, and any officers, officials, agents, employees, and contractors thereof from and against any and all claims arising out of conduct thereunder, including conduct in connection with this Agreement. Nothing in this Section shall be construed as a waiver by the County or the City of any immunities, defenses, limitations of liability, or other protections afforded under applicable law, including but not limited to the Kansas Tort Claims Act, nor as creating any liability in excess of the limitations established by law.

11. Third-Party Beneficiary Rights. The Parties do not intend to create the status of a third-party beneficiary in any other individual or entity, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement or to bring an action for the breach of this Agreement.

The Parties acknowledge that they have read, understood, and accept this entire Agreement.

**CITY OF OLATHE, KANSAS**

**BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS**

By: \_\_\_\_\_  
JOHN BACON, *Mayor*

By: \_\_\_\_\_  
MIKE KELLY, *Chairman*

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
BRENDA SWEARINGIAN, *City Clerk*

By: \_\_\_\_\_  
MEGAN JOHNSON, *Deputy County Clerk*

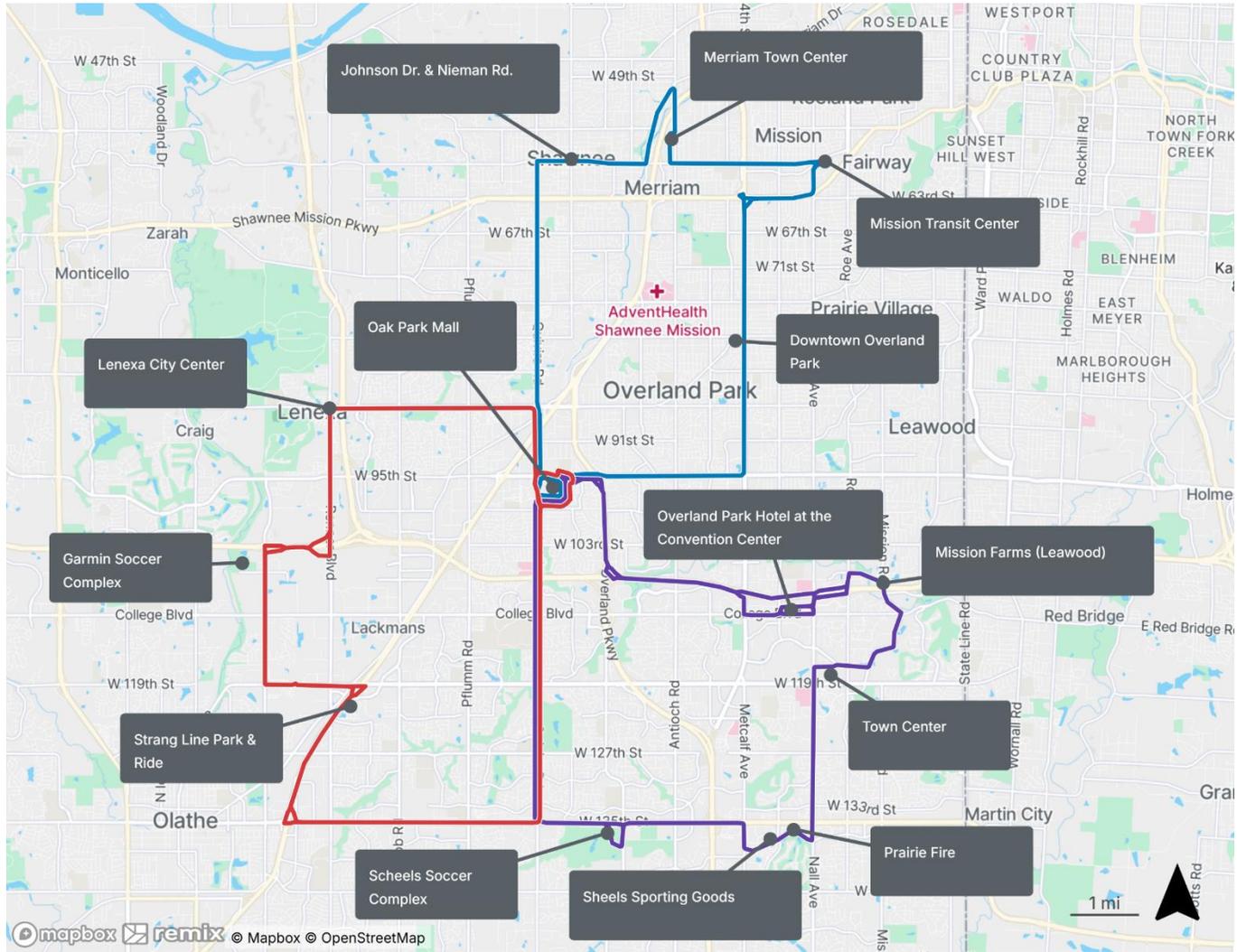
**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
*City Attorney*

By: \_\_\_\_\_  
SCOTT ABBOTT, *Assistant County Counselor*

# EXHIBIT A



**EXHIBIT B**

<b>Total Cost of Service</b>	\$5,700,000	
<b>JoCo Gov Contribution</b>	\$500,000	
<b>KDOT contribution</b>	\$1,500,000	
<b>JoCo Transit Contribution</b>	\$3,300,000	\$0
<b>Remainder Balance:</b>	\$400,000	

		<b>City</b>	<b>Population</b>	<b>Pop Share</b>	<b>Weighted</b>	<b>Cost Share</b>
<b>Total Pop</b>	622,237	Overland Park	197,089	0.316742656	0.37	\$149,488
		Olathe	147,461	0.236985264	0.28	\$111,846
<b>Combined Pop</b>	527,372	Shawnee	69,417	0.111560386	0.13	\$52,651
		Lenexa	58,536	0.09407348	0.11	\$44,398
		Leawood	33,980	0.054609417	0.06	\$25,773
<b>Remainder Pop</b>	94,865	Merriam	10,875	0.017477263	0.02	\$8,248
		Mission	10,014	0.016093546	0.02	\$7,595
		<b>Totals</b>	527,372	0.847542014	1.00	\$400,000