

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS, AND THE CITY OF OLATHE, KANSAS FOR THE  
CONSTRUCTION OF SANITARY SEWER LINE IMPROVEMENTS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of County Commissioners of Johnson County, Kansas, as the governing body of the Consolidated Main Sewer District of Johnson County, Kansas, and Johnson County Wastewater (the “County”), and the City of Olathe, Kansas (the “City”) for the purpose of rehabilitation of sanitary sewer line improvements (the “Sewer Improvements”) as part of the reconstruction and improvements to the **JCW Doghouse Manhole Project, PN: 1-C-023-22**, Olathe, Kansas, pursuant to K.S.A. 12-2908, and amendments thereto.

WHEREAS, the project is a sanitary sewer improvement project north of 127<sup>th</sup> Street, behind 12610 Hallet Street, which impacted the existing sanitary sewer infrastructure. The project includes 300 linear feet of ThermoLiner, a PVC liner, as part of the project with the City (the “City Project”) and is generally shown in Exhibit A attached hereto; and

WHEREAS, the County operates and maintains sanitary sewer lines within the Project area; and it was necessary to rehabilitate the County sewer lines as part of the City Project; and

WHEREAS, the County sewer lines were rehabilitated as part of the City Project; and

WHEREAS, the City hired Wiedenmann with sub-contractor Mayer Specialty Services, to construct the Project; and

WHEREAS, the County requested the City Engineer to construct the sewer improvements as a part of the City project as detailed in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, the parties have by their governing bodies determined it was in the public interest to consolidate the projects into one bid set awarded and managed by the City; and

WHEREAS, the governing body of the City did approve and authorize its mayor to execute this Agreement by official vote of the City Council on \_\_\_\_ day of \_\_\_\_\_, 2025; and

WHEREAS, the governing body of the County did approve and authorize its board chairman to execute this Agreement by official vote of the Board of County Commissioners on \_\_\_\_ day of \_\_\_\_\_, 2025.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

1. The parties acknowledge that the City will incur certain construction costs as part of the project, including the sanitary sewer line improvement construction costs. The County agrees

to reimburse the City for the actual cost of construction of the sewer improvements within the project area, which will include labor and material used in constructing the sewer improvements; and

2. No more than once each month, the City will certify to the County that the City has accepted the progress from the Contractor, as constructed at the time of invoicing by the contractor. Within thirty (30) days from certification of approved and paid pay application, the City shall submit to the County an invoice matching all project construction costs paid to the contractor for the County to reimburse the City. The County agrees to reimburse the City following receipt of the final accounting and invoice for the actual cost of construction of the Sewer Improvements. The cost of construction of the sewer improvements within the project area to be reimbursed by the County is not to exceed **\$67,361.00** as detailed in Exhibit B attached hereto and incorporated herein by reference.

3. The City agrees to act as the Administrator of the consolidated Project to be built in accordance with the proposed plans. As Administrator for the Project, the City agrees to assume and perform the following duties:

A. Obtain costs for and enter into a contract for completion of the Project in the manner required by law and require the contractor to comply with all applicable laws and regulations governing public contracts, including all non-discrimination laws and regulations.

B. Require indemnity covenants and evidence of insurance from contractor for loss or damage to life or property arising out of the contractors' negligent acts or omissions in an amount not less than \$1,000,000.00 for any contractor.

C. Require a two-year maintenance bond from the contractor payable to the City for the total construction cost of the Sewer Improvement Project effective from the date of acceptance of such facilities by the City.

D. Include in contracts for construction a requirement that the contractor defend, indemnify and save City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of his or her contract. As Administrator, City is required to ensure that all insurance certificates provided by the contractor pursuant to the contract documents name the City as additional insureds.

E. The City is required to acquire any and all necessary easements for the Project, but is not responsible for acquiring any additional easements or other interests in land necessary solely for the construction of the Sewer Improvements which remain the responsibility of the County.

F. The City contractor is required to coordinate utility relocations for the Project.

G. Subject to the obligations of the City under the Fairness in Public Construction Contract Act, KSA 16-1901 et seq, the City shall not make final payment to the contractor until such time as the County has accepted the Sewer Improvements as complying with the contract specifications. Subject to the limitations provided in the Kansas Tort Claims Act, in the event the County fails to grant acceptance and final payment is not made by the City on that basis, the County shall indemnify and hold the City harmless for any loss or claim made against the City, including the defense thereof, arising from or related to the failure of the County to grant acceptance.

4. The County shall provide written certification that the Sewer Improvements complied with the contract specifications to the City within ten (10) business days of final inspection and approval of the Sewer Improvements.

5. For purposes of this Agreement, any required notices are deemed sufficiently given on the third business day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City:  
City of Olathe  
Sabrina Parker, P.E.  
Water & Sewer Manager  
100 E. Santa Fe Street  
Olathe, Kansas 66061

If to the County:  
Johnson County Wastewater  
Aaron A. Witt, P.E.  
Chief Engineer  
11811 S. Sunset Dr., Suite 2500  
Olathe, Kansas 66061-7061

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

6. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment binding on the parties unless it shall have been agreed to in writing and signed by both parties.

7. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

8. The attorneys for the parties shall cause sufficient copies of this Agreement to be executed

so as to provide each party with duly executed copies and any copy duly executed by both parties shall be deemed an original for all purposes.

9. This Agreement may be terminated only by mutual consent of the parties. This Agreement shall continue until the construction as described herein is complete and until such time as all financial obligations of the parties have been met.

**IN WITNESS WHEREOF**, the above and foregoing Agreement has been executed by the parties hereto and made effective as of the date and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

By: \_\_\_\_\_  
Mike Kelly, Chairman

ATTESTED BY:

\_\_\_\_\_  
Lynda Sader, Deputy County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan P. Haga, Assistant County Counselor

CITY OF OLATHE, KANSAS

By: \_\_\_\_\_  
John Bacon, Mayor

ATTESTED BY:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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