

**AGREEMENT
BETWEEN THE CITY OF OLATHE, KANSAS
AND BOARD OF COMMISSIONERS OF THE
JOHNSON COUNTY PARK AND RECREATION DISTRICT FOR
THE DEVELOPMENT OF TRAILS**

THIS AGREEMENT is entered into this _____ day of _____, 2025 (the “Effective Date”), by and between the City of Olathe, Kansas, a municipal corporation duly organized in accordance with the laws of the State of Kansas (the “City”) and Board of Commissioners of the Johnson County Park and Recreation District, a political subdivision of the State of Kansas, (“JCPRD”). The City and JCPRD (collectively, the “Parties”, and each, a “Party”), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I

Purpose and Authority

1. The purpose of this Agreement is to establish the responsibilities of the Parties for the funding, construction, and maintenance of certain trails, located at and around the Cedar Niles Park 135th St. Trailhead, to connect the public trail systems in Lake Olathe Park and Cedar Niles Park.
2. K.S.A. 12-2908 authorizes a municipality to enter into a contract with another municipality to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform.

ARTICLE II

Responsibilities of the Parties

1. Trail Partnership
 - A. The City will contract for the design and construction of an approximate one mile, 10 foot wide recreational, multi-modal/multi-use trail south of 135th Street from the Beaver Shelter in Lake Olathe Park to Cedar Niles Park (located at 25780 W. 135th Street) (the “Project”). The City and JCPRD agree that the Project is of mutual benefit to both Parties. The Project is depicted in Exhibit A, attached hereto and incorporated into this agreement by reference.
 - B. JCPRD will reimburse the City an amount up to \$45,000 (forty-five thousand dollars) for design and construction of a portion of the Project (the

“Reimbursement”). The portion of trail is approximately 200 feet in length, and is a 10 foot wide recreational, multi-modal/multi-use trail located on JCPRD property and depicted in Exhibit A.

- C. Design of the Project shall meet the City’s and JCPRD’s applicable policies for accessibility standards for construction of public shared use paths and/or trails.
- D. Upon certification of completion of the Project by the City, the City will present proof of expenditures on the Project to JCPRD. JCPRD will, within thirty (30) calendar days of receipt of such proof of expenditures, pay the Reimbursement.
- E. JCPRD will provide maintenance of the portion of the trail per Exhibit A. The City will provide maintenance of the remainder of the trail constructed by virtue of the Project in perpetuity. JCPRD will identify the trail on all future publicly accessible trail maps for Cedar Niles Park and the Johnson County Trail Guide.

2. Land Acquisition

- A. The City will acquire all necessary public street right-of-way, permanent recreation easements, and temporary construction easements needed for the Project.
- B. JCPRD will provide, at no cost to the City, a right of access on JCPRD’s property to perform all necessary survey, grading, construction, and related work for the portion of the Project that is constructed on JCPRD’s property. This access is described in Exhibit A. Such right of access will expire on the date that is one (1) year after the City certifies the Project as complete in order for the City to perform any necessary repair work to the Project on JCPRD’s property.

ARTICLE III

Duration

- 1. Duration. It is contemplated that the term of this Agreement is perpetual.
- 2. Termination. Subject to the following provisions, this Agreement may be terminated by either party upon ninety (90) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of

termination, then this Agreement may be extended upon written approval of the Parties until said work or services are completed and accepted.

Types of termination include:

a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of either party, without the required ninety (90) days advance written notice, then the Parties agree to negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by either Party for cause, default or negligence on the part of the other Party shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The ninety (90) days advance notice requirement is waived in the event of termination for cause.

c. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance by either Party, the contract shall be cancelled at the discretion of the non-appropriating Party.

ARTICLE IV

Indemnification and Insurance

1. To the fullest extent permitted by law, the City will indemnify and hold harmless JCPRD, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.
2. To the fullest extent permitted by law, JCPRD will indemnify and hold harmless the City, and its agents, officials and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or wrongful conduct of JCPRD, its agents, officials

and employees and other persons employed or utilized by JCPRD in the performance of the agreed upon services.

3. The City will require all vendors and contractors contracted to work on the Project to maintain insurance in such types and amounts as it would for a comparable public infrastructure design and construction project and will provide proof of such requirements and certificates of insurance to JCPRD.

ARTICLE V **Applicable Law**

The Agreement is entered into and will be controlled by the laws of the State of Kansas. The District Court of Johnson County, Kansas will be the sole venue for litigation of any dispute arising under this Agreement.

ARTICLE VI **Modifications**

The parties agree these writings represent the total Agreement between the parties. Any additions or modifications to this Agreement must be evidenced in writing and signed by both parties.

ARTICLE VII **Severability**

Should any provision of this Agreement for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement will be affected; and this Agreement will then be construed and enforced as if such illegal, invalid or unconstitutional provision had not been contained herein.

BY: CITY OF OLATHE, KANSAS

John W. Bacon, Mayor

ATTEST:

Brenda D. Swearingian, City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

BY: JOHNSON COUNTY PARK AND
RECREATION DISTRICT BOARD OF
COMMISSIONERS

Leslee Rivarola, Chair, Johnson County Park
and Recreation District Board of
Commissioners

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Attorney for the Board