

**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 _____, 2019 (“Effective Date”), between the City of Olathe, Kansas, a municipal corporation (“City”) and Board of Commissioners of the Johnson County Park and Recreation District, a political subdivision of the State of Kansas, (“JCPRD”). City and JCPRD (collectively, “Parties”), 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 and construction of improvements to the trails located in and around Cedar Lake and Lake Olathe.
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 build a 2.34 mile paved trail connecting Cedar Lake and Lake Olathe (“Project”). The City and JCPRD agree that the project is of mutual benefit to both Parties.
 - B. JCPRD will reimburse the City an amount of \$200,000 of project costs. To receive reimbursement, the City must complete the portion of the Project from Cedar Lake to 135th Street (Santa Fe Street) where the trail connects to Cedar Niles Park.
 - C. The City will present proof of expenditures on the project to JCPRD. JCPRD will promptly reimburse City Project costs, in an amount not to exceed \$200,000.

2. Land Acquisition

- A. The City will convey a permanent recreation easement by separate instrument to JCPRD a 64+/- acres of City-owned land, depicted on the map and legal description in **Exhibit A**, which is attached to and hereby incorporated into this agreement.
- B. JCPRD will pay City a total amount of \$662,008 for the permanent recreation easement. JCPRD may elect to complete payments at any time prior to the end of the 2020 JCPRD fiscal year. However, JCPRD may not begin construction on the easement property until the entire contract amount of \$662,008 is paid.

ARTICLE III

Duration

- 1. Duration. It is contemplated that the term of this Agreement is perpetual.
- 2. Termination. Either party may terminate this Agreement upon written notice, of not less than ninety (90) days, to the other party. Said notice will include the reason(s) for termination and the defaulting party will have ninety (90) days to cure the defect(s) before the Agreement may be terminated.

ARTICLE IV

Indemnification and Insurance

- 1. To the fullest extent permitted by law, the City will indemnify and hold harmless the County, 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, the County 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 the County, its agents,

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

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

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

BY: JOHNSON COUNTY PARK AND
RECREATION DISTRICT BOARD OF
COMMISSIONERS

Chair, Johnson County Park and Recreation
District Board of Commissioners

ATTEST:

Board Secretary

APPROVED AS TO FORM:

Attorney for the Board

