

## **OLATHE #52 MED-ACT LICENSE AGREEMENT**

THIS MED-ACT LICENSE AGREEMENT (“Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2025, (Effective Date), and is entered into by and between the Board of County Commissioners of Johnson County, Kansas (“BOCC”) and the City of Olathe, Kansas (“City”).

### **RECITALS**

A. The BOCC operates the Johnson County Department of Emergency Services, MED-ACT Division (MED-ACT) providing county-wide emergency medical services to Johnson County residents.

B. City provides fire protection and emergency response services within its jurisdiction and owns a certain building and related improvements in the city known as Olathe Fire Station #2 with a common address of 1725 N. Renner Blvd, Olathe, KS 66061. (the “Fire Station”).

C. The BOCC currently occupies a portion of the Fire Station for its day-to-day MED-ACT operations, including housing its personnel, rolling stock, equipment, and supplies.

D. City and the BOCC desire to formalize the existing shared use arrangement through this Agreement to allow the BOCC to use designated areas of the Fire Station for its use on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the BOCC and City agree as follows:

### **TERMS AND CONDITIONS**

1. License. City hereby grants the BOCC a license for its exclusive use of that portion of the Fire Station shown on the attached Exhibit A, (“MED-ACT Space”) to be used by the BOCC for MED-ACT purposes including the housing of MED-ACT personnel, rolling stock, equipment, and supplies. In addition, the BOCC and City agree that certain spaces within the Fire Station also shall be made available to the BOCC on a non-exclusive basis (“Shared Space”).

2. Term. The Term of this Agreement is five (5) years commencing on the Effective Date of this Agreement.

2.1. Mutual Option to Extend Term. BOCC and City may, by mutual written agreement, further extend the term of this Agreement for one (1) successive renewal term of five (5) years (Renewal Term). The terms, covenants, conditions, and provisions set forth in this Agreement shall be in full force and effect and binding upon the Parties during such Renewal Term. BOCC agrees to give City written notice of BOCC’s desire to extend the

term of this Agreement not less than ninety (90) days prior to the expiration of the original Term. Following such notice, City shall advise BOCC as to whether such extension is mutually agreeable. Failure of BOCC to give such notice as required herein shall cause this option to expire.

3. Fee. The BOCC shall pay City a fee for its use of the Fire Station during the Term in the amount of \$174,233.00, which is due in full on \_\_\_\_202\_\_\_. The fee has been calculated using a square footage basis for the MED-ACT Space and the Shared Space as set forth on the attached Exhibit B and using a five (5) year term (\$154,233.00), and an annual port rate of \$4,000 per year for five (5) years, as set forth in the attached Exhibit D (\$20,000).

3.2. Renewal Term Fee. If the Parties enter the Renewal Term outlined above, the BOCC shall pay City a fee for its use of the Fire Station during the Renewal Term in the amount of \$202,550.00, which is due in full on the first day of the Renewal Term. The renewal term fee has been calculated using the same square footage basis for MED-ACT Space and the Shared Space as set forth on the attached Exhibit C and using an addition five (5) year term (\$182,550.00), and an annual port rate of \$4,000 per year for five (5) years, as set forth on the attached Exhibit D (\$20,000).

4. Improvements and Repair.

City shall be responsible for and shall maintain the entire Fire Station including any and all repairs and maintenance, ordinary and extraordinary, necessary for the intended use and occupancy of the Fire Station, including the MED-ACT Space and the Shared Space. Any necessary repair and maintenance shall be completed by the City in a timely manner.

The parties acknowledge and agree the BOCC is currently occupying the MED-ACT Space and accepts it in its "as-is" condition without any warranty from City. However, City agrees to keep and maintain the MED-ACT Space and the Shared Space in a neat, clean, and usable condition throughout the term of this Agreement including undertaking necessary and routine maintenance of the space such as painting, replacing floor coverings, cabinets, fixtures, window dressing, and similar items that would ordinarily be considered "tenant finish" items in a commercial landlord-tenant arrangement. Any necessary work shall be timely undertaken and completed in a workmanlike manner under written contracts with qualified contractors. City shall be responsible for obtaining all permits and governmental approvals to undertake such repairs and maintenance and City agrees to keep the BOCC informed as to its efforts. City shall be responsible for any loss or damage to the Fire Station, including the MED-ACT Space and the Shared Space arising out of the maintenance and repair undertaken by City and shall indemnify and hold harmless the BOCC from any loss or damage caused by the negligence or willful misconduct of City, its agents, and contractors, subject to any limitations or protections afforded under the Kansas Tort Claims Act.

During its occupancy of the Fire Station, if City should fail to undertake any necessary repairs or maintenance of the MED-ACT Space or the Shared Space as required by this Agreement then the BOCC may perform such work at its expense and seek reimbursement from City. The parties expressly intend City shall have the obligation to maintain and repair the MED-ACT Space to keep it in a condition suitable for its intended use by the BOCC, but the BOCC may, but is not obligated to, repair any damage to the MED-ACT Space or the Shared Space, or maintain the same, as it deems necessary for its continued use under this Agreement. The only exception to this obligation is that BOCC shall have the obligation to repair any damage to the MED-ACT Space and/or Shared Space, beyond normal wear and tear damage, caused by BOCC and/or MED-ACT staff, representatives, vendors, or invitees. At the termination or expiration of this Agreement, the BOCC shall remove any of its equipment, rolling stock, and supplies from the MED-ACT Space but shall leave any fixtures installed by the BOCC.

The parties acknowledge and agree the BOCC is authorized to make the following modifications to the Fire Station:

- Install technology and data hardware and cabling subject to and in compliance with City's requirements for the installation, maintenance, and security of such installation as set forth in Exhibit D;
- Relocate electric feed or make additions; and/or
- Equip the MED-ACT Space with furniture, fixtures, and equipment necessary for operational purposes.

5. Interference. The BOCC acknowledges that the portion of the Fire Station not used by the BOCC is and shall be used as a fire station and is a public safety facility. The BOCC agrees it shall not keep, maintain, or operate any equipment at the Fire Station that interferes with City's public safety-related uses of the Fire Station. City agrees to use the Fire Station in a manner that will not unreasonably interfere with the BOCC's use of the MED-ACT Space for its intended purpose. If either party determines the other's operations is an interference, they shall make a good faith effort to resolve the matter for the mutual benefit of the residents of Johnson County served by the BOCC and City.

6. Utilities. City currently pays for all utility services for the MED-ACT Space and shall continue to do so during the term of this Agreement. The fee paid by the BOCC includes a proportionate share of the utility charges based upon the square feet of the MED-ACT Space and the Shared Space which the parties agree is an equitable sharing of costs.

7. Loss or Damage. The BOCC shall bear the entire risk of loss or damage to the MED-ACT Space, its rolling stock, equipment, supplies, and all other property from any cause whatsoever, including the criminal acts of any person, occasioned by, or related to the BOCC's use of the MED-ACT Space.

8. Disclaimer. City disclaims any express or implied warranties or representations as to the condition, maintenance, or repair of the MED-ACT Space and the Shared Space and as to the suitability of the Fire Station for use by the BOCC. The BOCC acknowledges and agrees that it

knowingly accepts the MED-ACT Space and the Shared Space “as is.” Notwithstanding the foregoing disclaimer, both parties agree to keep their respective areas in a neat, clean, and sanitary condition free of pests through regular cleaning and pest control measures. Water leakage shall be promptly addressed, whether such leakage is caused by defective plumbing, roof covering, windows or doors shall be promptly addressed by the City to minimize or prevent mold in the Fire Station.

9. Termination. Either party may terminate this Agreement by providing the other party with at least 180 days written notice of the intent to terminate. Additionally, if the MED-ACT Space or Shared Space is damaged or destroyed so as to make either unsuitable for its intended use and neither the BOCC nor City is willing to repair the damage, then this Agreement shall automatically terminate thirty (30) days following such damage or destruction.

10. Refund of Fee Payment. The parties agree that if this Agreement is terminated by City or is automatically terminated under the provisions of Section 9, before the expiration of the full five-year Term or any Renewal Term, then the BOCC shall be entitled to recover from City a pro-rata refund of the fee paid under this Agreement based on the number of full months of the term remaining. By way of illustration, if City terminates this Agreement after 30 months, then the BOCC shall be entitled to a return of one-half of the fee amount paid under Paragraph 2 of this Agreement. If the Agreement is terminated on a day other than the end of a month the proration shall be based on the number of full calendar months remaining in term. This provision is a recognition the BOCC is “paying in advance” for the entire five-year Term or Renewal Term of the Agreement and if City finds it necessary or desirable to terminate the Agreement, or the Agreement automatically terminates, then City is obligated to return a portion of the unearned fee.

11. Notices. Any notice required or permitted to be given to the parties hereto will be deemed to have been given when either delivered or if mailed, by postage prepaid mail, to such party at its respective address, as follows:

To BOCC:

Johnson County MED-ACT  
11811 S. Sunset Dr., Suite 1100  
Olathe, KS 66061

and

Johnson County Facilities Department  
111 S. Cherry St., Suite 2100  
Olathe, KS 66061

with a courtesy copy to:

Johnson County Legal Department  
111 S. Cherry, Suite 3200  
Olathe, Kansas 66061

To City:

Olathe Fire Department  
1225 S. Hamilton Circle. Olathe, KS 66061

12. Insurance. City shall provide adequate fire and extended coverage insurance for the Fire Station but shall not be required to maintain coverage for the contents belonging to the BOCC. The County shall provide appropriate insurance for any and all BOCC vehicles and related equipment kept at the Fire Station, and at a minimum will maintain for the term of this Agreement insurance as provided in Exhibit E.

13. Dispute Resolution. The BOCC and City agree that disputes relative to the Agreement should first be delegated to and be addressed by good faith and mutual cooperation negotiations between Director of Emergency Services and the City of Olathe Fire Chief, or their designees. If negotiations between those individuals fail, negotiations should be delegated to and addressed by negotiations between the County Administrator and the City of Olathe City Manager. If all direct negotiations are exhausted and fail to resolve the dispute parties shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute the BOCC shall proceed with its rights and obligations under this Agreement as though no dispute exists; and provided further, that no arbitration proceedings shall be initiated by a party without the prior written consent of the other party.

14. Other Agreements. To the extent any provisions of the “Memorandum of Understanding Regarding Provision of Emergency Medical Services in Olathe” (MOU) between BOCC and City, dated on or about December 15, 2020, conflict with this Agreement regarding the specific subject matter of this Agreement, the provisions of this Agreement will control. In all other respects, the provisions of the MOU will continue in full force and effect.

15. Descriptive Headings. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.

16. Governing Law and Venue. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas, to the exclusion of all other venues.

17. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

18. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

19. Entire Agreement. This Agreement represents the entire agreement between the BOCC and City and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to or in connection with this Agreement.

20. Amendments. This Agreement may be amended by supplemental writing signed by both parties.

21. Counterparts and Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and made effective the day and year first above written.

Johnson County Board of  
County Commissioners

City of Olathe

By: \_\_\_\_\_  
Mike Kelly, Chair

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

Attest:

Attest:

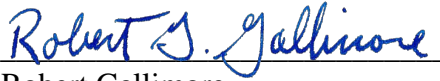
\_\_\_\_\_  
Lynda Sader, Deputy County  
Clerk

\_\_\_\_\_  
Brenda Swearingian, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Ethan N. Brown  
Asst. Co. Counselor

  
\_\_\_\_\_  
Robert Gallimore  
Assistant City Attorney

## Exhibit D

All IT equipment operated within designated City of Olathe facilities, from MED-ACT, will be required to be Air-Gapped on its own network segment. MED-ACT will be provided a single connection from the City's Firewall, at each contracted location, to be designated as a MED-ACT port. The City of Olathe will charge a single port rate of \$4,000 per year, to cover all network services, maintenance, and staff support per location.

MED-ACT traffic will be inspected via the City's Firewall Intrusion Detection Services (IDS)/Intrusion Prevention Services (IPS) and Network Access Control (NAC). Any traffic deemed insecure by the IDS/IPS or unauthorized devices will be blocked. The City of Olathe staff will work to resolve any traffic routing issues but may continue to block traffic found to be a vulnerability or threat to the City's network infrastructure. MED-ACT traffic will be routed to Johnson County JIMS secured controllers as requested in writing to support their operations. The City will make reasonable efforts to ensure the availability of network services.

MED-ACT will provide all necessary IT equipment, PCs, wireless, printers, phones, etc. for its operations. A full inventory of all MAC addresses, per location, will be provided to the City IT department. The City utilizes NAC to control authorized network access. MED-ACT will need to inform the City of Olathe of any equipment changes to include MAC address changes, so that Olathe IT staff can update NAC authorized equipment.

Johnson County JIMS will ensure that all equipment is regularly patched and that all Critical CVEs are resolved in a reasonable time frame. MED-ACT employees will only utilize the Med-Act IT equipment. MED-ACT staff are not authorized to utilize City of Olathe IT equipment unless specifically authorized in writing by the City of Olathe CIO.

Johnson County JIMS will be required to secure their network equipment in a secure and locked cabinet. If MED-ACT uses hard-wired connections within the rented facility space, Johnson County JIMS will need to provide their own switch and hardwired infrastructure. This infrastructure, including cabling DEMARC will need to be physically located within the locked and secured cabinet.

MED-ACT will be provided a single connection to the City's IDS/IPS Firewall at each specified location and will be charged based on a per port charge. The designated port will be routed to the Johnson County JIMS secured controllers as requested to support MED-ACT operations.



Exhibit E

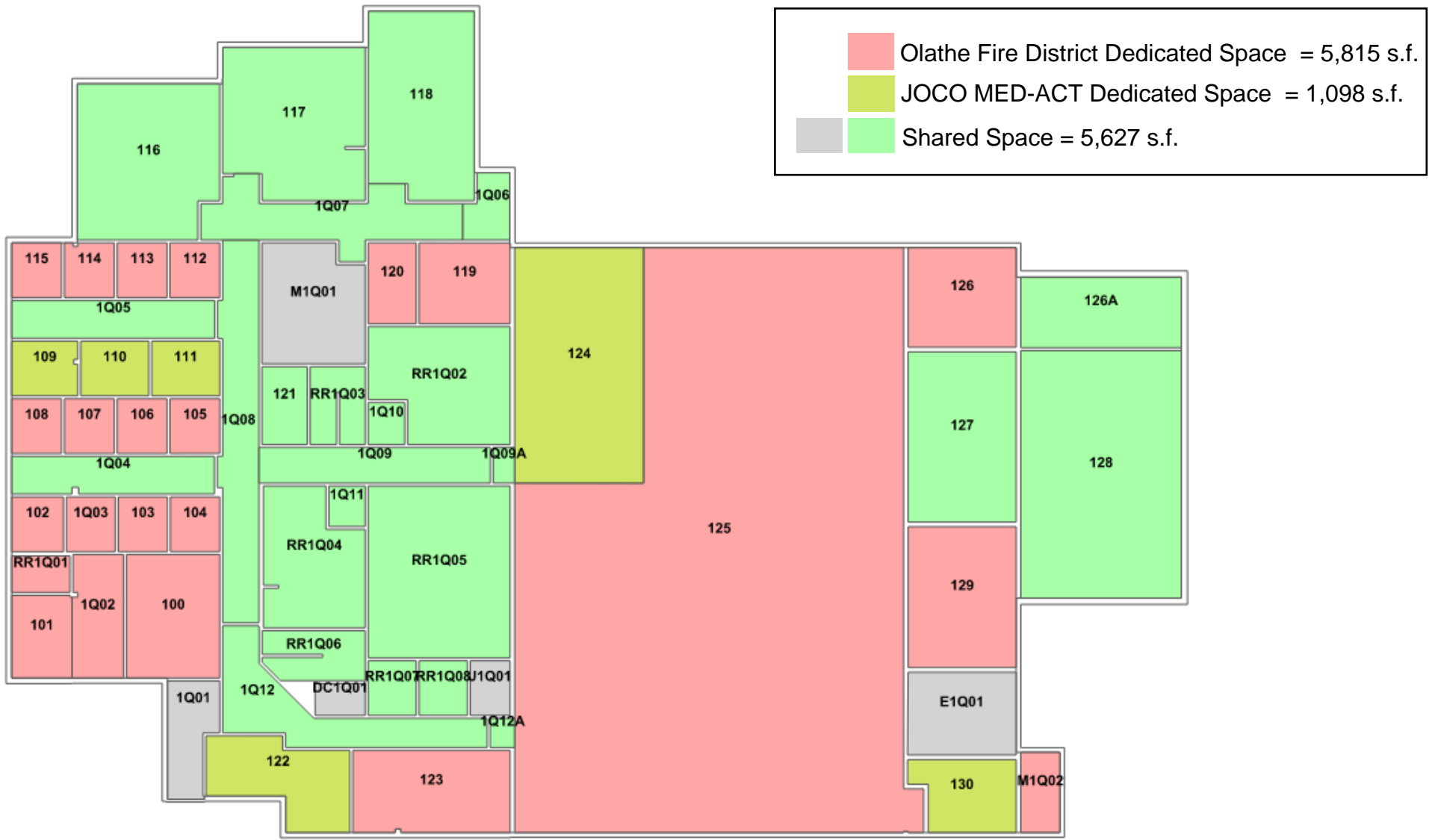
**MUTUAL INSURANCE REQUIREMENTS**

Both parties to this MED-ACT License Agreement agree to maintain and carry in force the following types of insurance coverage with the corresponding limits identified therein:

1. **Property Coverage.** City shall provide adequate fire and extended coverage insurance for the Fire Station but shall not be required to maintain coverage for the contents belonging to the BOCC. The County shall provide appropriate insurance for any and all BOCC vehicles and related equipment kept at the Fire Station.
2. **General Liability.** Occurrence-based general liability coverage providing coverage for bodily injury, property damage, and personal injuries that might arise as a result of the Agreement. Each party agrees that it will be responsible for damages caused by its own negligent acts or omissions.  
**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.
3. **Business Auto Insurance:** Automobile liability covering all owned, non-owned or hired autos .  
**Limits:** Per occurrence, combined single limit: \$500,000.
4. **Worker's Compensation and Employer's Liability:** Statutory workers' compensation coverage, and employer's liability with the following limits.  
**Limits:** \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee
5. **Cyber Insurance:** Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.  
**Limits:** Per claim: \$1,000,000; Aggregate: \$1,000,000.

- A. **Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the other party.
- B. **Costs.** Each party will bear its own insurance-related costs, including any premiums, deductibles/SIRs or self-insurance.
- C. **Verification of Coverage.** The parties agree to exchange certificates of insurance (COIs) upon the effective date of this Agreement, and annually thereafter at the time of policy renewal.
- D. **Cancellation.** Notice of any suspension, voidance, or cancelation of the required coverages noted above will be conveyed to the other party at least thirty (30) days prior to the effective date of suspension, voidance, or cancelation.

# Exhibit A



**Exhibit B**

<b>Olathe Fire Station #52 and MED-ACT Station</b>		
<b>Olathe Fire Station 52 SF</b>	<b>SF</b>	<b>SF %</b>
Dedicated Fire Dept Space	5,815	46%
Dedicated Med-Act Space	1,098	9%
Shareable Building Space & Circulation	5,627	45%
<b>Total Building SF</b>	<b>12,540</b>	
<b>Olathe Fire Station 52 Assigned Staff</b>		
	<b>No. of Staff</b>	<b>%</b>
Fire Dept Staff	9.0	78%
Med-Act Staff *	2.5	22%
<b>Total Staff</b>	<b>11.5</b>	<b>100%</b>
<i>* includes 0.5 FTE parttime student rider</i>		

<b>Olathe Fire Station #52 and MED-ACT Station Year 1-5 Cost Model</b>							
\$ 7.21	Operating Expense per SF						
\$ 5.20	Capital Replacement Plan (CRP) Allowance per SF						
3.0%	Operating Expense Inflation						
4.0%	CRP Construction Inflation						
22%	Ratio of Med-Act Staff to Total Staff in Station						
12,540	Total Building SF						
1,098	Dedicated Med-Act Space						
5,627	Shareable Building Space & Circulation						
	<b>Operating Expenses</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Sum of Payments Years 1-5</b>
	Dedicated Med-Act Space	\$ 7,917	\$ 8,154	\$ 8,399	\$ 8,651	\$ 8,910	\$ 42,030
	Shared Space	\$ 8,820	\$ 9,084	\$ 9,357	\$ 9,638	\$ 9,927	\$ 46,825
	<b>Subtotal Operating</b>	<b>\$ 16,736</b>	<b>\$17,238</b>	<b>\$17,756</b>	<b>\$ 18,288</b>	<b>\$ 18,837</b>	<b>\$ 88,855</b>
	<b>CRP Allowance</b>						
	Dedicated Med-Act Space	\$ 5,710	\$ 5,938	\$ 6,176	\$ 6,423	\$ 6,679	\$ 30,925
	Shared Space	\$ 6,361	\$ 6,615	\$ 6,880	\$ 7,155	\$ 7,441	\$ 34,453
	<b>Subtotal CRP</b>	<b>\$ 12,071</b>	<b>\$12,553</b>	<b>\$13,056</b>	<b>\$ 13,578</b>	<b>\$ 14,121</b>	<b>\$ 65,378</b>
	<b>Sub-Total Years 1-5</b>	<b>\$28,807</b>	<b>\$29,792</b>	<b>\$30,811</b>	<b>\$31,866</b>	<b>\$32,958</b>	<b>\$154,233</b>

**Exhibit C**

<b>Olathe Fire Station #52 and MED-ACT Station</b>		
<b>Olathe Fire Station 52 SF</b>	<b>SF</b>	<b>SF %</b>
Dedicated Fire Dept Space	5,815	46%
Dedicated Med-Act Space	1,098	9%
Shareable Building Space & Circulation	5,627	45%
<b>Total Building SF</b>	<b>12,540</b>	
<b>Olathe Fire Station 52 Assigned Staff</b>		
	<b>No. of Staff</b>	<b>%</b>
Fire Dept Staff	9.0	78%
Med-Act Staff *	2.5	22%
<b>Total Staff</b>	<b>11.5</b>	<b>100%</b>
<i>* includes 0.5 FTE parttime student rider</i>		

<b>Olathe Fire Station #52 and MED-ACT Station Year 6-10 Cost Model</b>							
\$ 7.21	Operating Expense per SF						
\$ 5.20	Capital Replacement Plan (CRP) Allowance per SF						
3.0%	Operating Expense Inflation						
4.0%	CRP Construction Inflation						
22%	Ratio of Med-Act Staff to Total Staff in Station						
12,540	Total Building SF						
1,098	Dedicated Med-Act Space						
5,627	Shareable Building Space & Circulation						
	<b>Operating Expenses</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>Sum of Payments Years 6-10</b>
	Dedicated Med-Act Space	\$ 9,177	\$ 9,453	\$ 9,736	\$ 10,028	\$ 10,329	\$ 48,725
	Shared Space	\$ 10,224	\$10,531	\$10,847	\$ 11,173	\$ 11,508	\$ 54,283
	<b>Subtotal Operating</b>	\$ 19,402	\$19,984	\$20,584	\$ 21,201	\$ 21,837	\$ 103,008
	<b>CRP Allowance</b>						
	Dedicated Med-Act Space	\$ 6,947	\$ 7,224	\$ 7,513	\$ 7,814	\$ 8,127	\$ 37,625
	Shared Space	\$ 7,739	\$ 8,049	\$ 8,371	\$ 8,705	\$ 9,054	\$ 41,917
	<b>Subtotal CRP</b>	\$ 14,686	\$15,273	\$15,884	\$ 16,519	\$ 17,180	\$ 79,542
	<b>Sub-Total Years 6-10</b>	<b>\$34,088</b>	<b>\$35,257</b>	<b>\$36,468</b>	<b>\$37,720</b>	<b>\$39,017</b>	<b>\$182,550</b>