

**Agreement between Johnson County, Kansas  
and the City of Olathe, Kansas  
for Conceptual Design of  
Lackman Road, 159<sup>th</sup> Street to 175<sup>th</sup> Street  
(Olathe Project Number PN 3-C-065-18)**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of March, 2019, by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Olathe, Kansas ("City"), hereinafter the County and the City may be referred to singularly as the "Party" and collectively as the "Parties".

**Recitals**

WHEREAS, the City has determined that Lackman Road requires improvements between 159th and 175th in the near future and has requested the County to participate in funding the conceptual design of this corridor (the "Project"); and

WHEREAS, the Project includes areas both in the corporate boundary of the City and the unincorporated area of Johnson County, Kansas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the Parties agree as follows:

**Agreement**


1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of Facilitating the completion of the Project to assure a more adequate, safe, and integrated roadway network in Johnson County, Kansas.
2. **Description of the project Scope.** The Project shall consist of the conceptual study of the portion of Lackman Road between 159th and 175th.
3. **Administration of the project:** The City shall be responsible for administering the project.
  - a. Responsibilities of City:
    - i. Coordinate with the County for the selection of a consultant of the project.
    - ii. Provide conceptual layouts, alternatives evaluation and cost analysis (hereinafter referred to as "Conceptual Design Plans") to the County in PDF format for a maximum of fourteen (14) days review.

- iii. Upon completion of the Project, submit to the County the final accounting of all project costs and expenses incurred for apportioning the same among the Parties.
- b. Responsibilities of the County:
  - i. Participate in the selection of a design consultant.
  - ii. Complete review of the Conceptual Design Plans and provide any comments to the City within fourteen (14) days from the date the County receives such documents. Failure to respond within fourteen (14) days will cause the City to deem the documents approved by the County.
- 4. **Project Costs.** Under this Agreement, each Party shall equally split the costs of the project. The estimated costs of the Project are \$45,000.00 and estimated to be completed in 2019. The City will pay the costs up front and seek reimbursement from the County upon completion of the Project. If actual reimbursable costs or engineering costs exceed the estimated costs, reimbursement of the additional amount by the County is subject to approval and funding in accordance with County purchasing policies and procedures.
- 5. **Additional Insured.** The City and County shall be named as additional insured on all applicable certificates of insurance issued by the consultant for this Project.
- 6. **Indemnity.** The City shall include in contracts for design or survey a requirement that the consultant defend, indemnify and save the County and the 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 consultant and the performance of his or her contract.
- 7. **Duration and Termination of this Agreement.** The Parties hereto agree that this Agreement shall terminate upon the completion of the Project.
- 8. **Amendments.** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change or amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto and made effective on the day and year first above written.

Board of County Commissioners of  
Johnson County, Kansas

City of Olathe, Kansas

  
\_\_\_\_\_  
Ed Eilert, Chairman

\_\_\_\_\_  
Michael Copeland, Mayor

Attest:

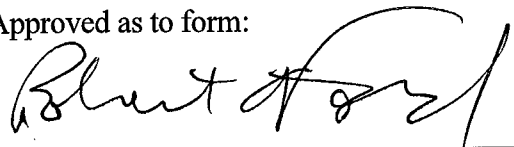
Attest:

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

\_\_\_\_\_  
Emily Vincent  
City Clerk

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
Ron Shaver  
City Attorney

*Approved 70*

FILED

MAR - 7 2019

DEPUTY COUNTY CLERK  
JOHNSON COUNTY KANSAS