

CITY OF OVERLAND PARK, KANSAS

AGREEMENT BETWEEN

CITY OF OVERLAND PARK, KANSAS AND THE FRIENDS OF THE FARMSTEAD AND THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.

FOR FUNDING THE POSITION OF FARMSTEAD PUBLIC PROGRAMS COORDINATOR

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Overland Park, Kansas, hereinafter the "City", and the Friends of the Farmstead and the Arts and Recreation Foundation of Overland Park, Inc. hereinafter the "Friends";

WITNESSETH:

WHEREAS, The City and the Friends have agreed to cooperate with respect to the funding of the position of Farmstead Public Programs Coordinator and to enter into an agreement to govern the funding and operation of that position.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Friends for itself, and its successors, as follows:

ARTICLE I. RESPONSIBILITIES OF FRIENDS.

- A. The Friends initial responsibility for funding said position would commence on January 1, 2003 and would terminate on December 31, 2003. During that period of time the Friends agree to provide the funding necessary to support that position as specified in this Agreement and according to the schedule of reimbursement payments outlined on Attachment A.
- B. Prior to the City's employment of a person for this position, the Friends shall provide documentation of their ability to fund this position for the initial terms specified above.
- C. Prior to September 1, 2003, the Friends shall notify the City in writing of their decision whether or not to exercise their option to fund this position for the next calendar year.

- D. The Friends shall have no authority over the conduct or activity of this employee, and their sole function with respect to this position shall be to fund the City's costs for this employee.

## ARTICLE II. RESPONSIBILITIES OF THE CITY.

- A. The City shall convert the position from a regular City employment position to a contract employee, on the following terms specified in this Agreement.
- B. The position would be a regular City position subject to all the same rights and privileges as other City employees, except as specified herein.
- C. The initial contract of the employee shall be for the calendar year 2003.
- D. Coverage under the City's health plan would be negotiated with the employee depending on the needs of that employee.
- E. The duties and responsibilities of the person holding this position shall include, but not be limited to, conducting and promoting the following special events: Georgia's Chicken Run; Family Farmfest; Friends of the Farmstead annual picnic; Annual Council President's Golf Tournament; Pumpkin Hollow; Night of the Living Farm. This person shall also work with the Friends of the Farmstead to initiate and conduct volunteer activities and programs.

## ARTICLE III. GENERAL PROVISIONS

- A. The term of this Agreement shall be from January 1, 2003 through December 31, 2003. The Friends have the option of renewing this Agreement on an annual basis upon notification of the City in writing prior to September 1 of each year. Upon receipt of such notification, the City shall have 30 days to advise the Friends in writing of their acceptance or rejection of the option extension submitted by the Friends.
- B. All notifications to the Friends shall be sent to Wayne C. Byrd, 5354 West 100<sup>th</sup> Terrace, Overland Park, KS 66207, unless different notification information shall be given to the City in writing. All notifications to the City shall be sent to the City Manager, City Hall, 8500 Santa Fe Drive, Overland Park, KS 66212, unless different information is given to the Friends in writing.
- C. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. It is understood and agreed between the parties that there shall be no waiver or modification of this Agreement unless such waiver or modification is first reduced to writing and signed by all parties hereto.

IN WITNESS WHEREOF, the City of Overland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the Friends have executed this Agreement in the prescribed form and manner, the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By \_\_\_\_\_  
Ed Eilert, Mayor

ATTEST:

\_\_\_\_\_  
Marian Cook  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Bart Budetti  
Attorney for City

THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.

By \_\_\_\_\_  
Wayne C. Byrd, President