

CITY OF OVERLAND PARK, KANSAS

AGREEMENT BETWEEN

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

FOR FUNDING THE CONSTRUCTION OF A GREENHOUSE AT THE OVERLAND PARK ARBORETUM BOTANICAL GARDENS

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the City of Overland Park, Kansas, hereinafter the "City", and the Friends of the Arboretum 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 construction of a greenhouse to be located in the maintenance area at the Overland Park Arboretum Botanical Gardens

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. Friends shall be responsible for funding the purchase of materials, construction costs and equipment (lighting, heating, fans, tables, work benches, tools, etc.) for the greenhouse at an approximate cost of \$37,000. Friends shall also be responsible for funding any City costs for constructing the greenhouse exceeding \$23,000.
- B. Friends shall appoint two representatives to assist the City Project Coordinator in obtaining bids, plans, permits, etc., and to serve as advisors on any design or construction decisions.
- C. Friends shall be responsible for fully staffing and operating the greenhouse throughout the year and providing all plant materials, growing medias and miscellaneous supplies.
- D. Friends shall be responsible for paying for any propane costs for heating in excess of \$1,000 on an annual basis.
- E. Friends agree that once the greenhouse is constructed, it will become the property of the City, however, ongoing maintenance and operation of the greenhouse shall be the responsibility of the Friends.

ARTICLE II. RESPONSIBILITIES OF THE CITY

- A. The City will provide a project coordinator who will be responsible for obtaining building permits, coordinating the ordering of materials, supplies, and equipment, and providing supervision of the construction of the greenhouse at an approximate cost of \$5,000.
- B. The City will provide personnel for erecting and constructing the greenhouse.
- C. The City will be responsible for coordinating and installing utility connections as well as preparing the site and providing the final grade for the site of the greenhouse at a cost of approximately \$12,000.
- D. The City will provide a small storage building for storage of tools and supplies by the Friends at a cost of approximately \$6,000.
- E. Total City costs, excluding the cost of personnel for erecting and constructing the greenhouse, shall not exceed \$23,000, and shall be funded from the Arboretum/Kemper Farm Capital Improvement Program. The Friends shall fund any costs exceeding \$23,000.

ARTICLE III. GENERAL PROVISIONS

- A. 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 the Agreement unless such waiver or modification is first reduced to writing and signed by all parties hereto.
- B. All notifications to the Friends shall be sent to Wayne C. Byrd, 5354 W. 100th 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 Director of Parks and Recreation, City Hall, 8500 Santa Fe Drive, Overland Park, KS 66212, unless different information is given to the Friends in writing.
- C. Either party may terminate this agreement if it becomes apparent during the planning process that there will be additional costs above what is outlined in this agreement. Either party may terminate this agreement during the planning process if any issues arise that are not acceptable or would make the project undesirable. Either party may terminate this agreement if final bids for the greenhouse and all the materials and services required to construct the greenhouse exceed the financial commitment of either party as outlined in this agreement.

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

Title