



# COUNTY OF LEAVENWORTH

300 Walnut St., Suite 106  
Leavenworth, Kansas 66048-2725  
(913) 684-0412  
[www.leavenworthcounty.gov](http://www.leavenworthcounty.gov)

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## MEMORANDUM OF UNDERSTANDING BASE GRANT APPLICATION, CITY OF LANSING, KANSAS

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 13<sup>th</sup> Day of December 2023, by Leavenworth County, Kansas, hereinafter referred to as the "County," and the City of Lansing, Kansas, hereinafter referred to as the "City."

WHEREAS, the County has received a grant opportunity titled BASE GRANT 2.0 relative to the extension of a sewer line, and

WHEREAS, the City has expressed a willingness to assume all fiscal responsibilities, management, and maintenance related to the grant application; and

WHEREAS, the parties have determined to enter into this MOU for the aforesaid public purposes as authorized and provided by K.S.A. 12-2908.

NOW, THEREFORE, the County and the City agree to the following terms and conditions:

1. **\*\*Grant Application Responsibility:\*\***

a. The City shall assume full responsibility for the preparation, submission, fiscal responsibilities, fulfillment, reporting and management of the grant application and award responsibilities for BASE Grant 2.0.

b. The City shall adhere to all guidelines, deadlines, and requirements specified by the granting authority.

2. **\*\*Fiscal Responsibilities:\*\***

a. The City shall manage all financial aspects of the grant, including but not limited to taking receipt of all grant funds, budgeting, accounting, and reporting.

b. The County shall transfer zero funds to the City for the successful execution of the grant as the responsibilities shall solely rest upon the City.

3. **\*\*Management and Maintenance:\*\***

a. The City shall oversee the day-to-day management of the grant, including project implementation, bids, awards, construction, planning, monitoring, and evaluation.

b. The City shall keep the County informed of the progress and any significant developments related to the grant project.

4. **Term of Agreement:**

This MOU shall commence on the effective date and continue until the completion of the grant-funded project, unless terminated earlier by mutual agreement.

5. **General Indemnification:**

To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the City shall defend, indemnify, hold harmless, and save the County and their authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this MOU by the County, the County's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the County for negligent acts or omissions of the County or their authorized representatives or employees.

6. **Indemnification by Contractors:**

The City will require Contractors working on the sewer extension project relative to the BASE GRANT 2.0 to indemnify, hold harmless, and save the City and the County from personal injury and property damage. The City will ensure that the contract with the Contractor requires the contractor to secure sufficient insurance coverage and names the County as an additional insured.

8 **No Third-Party Beneficiaries**

No third party beneficiaries are intended to be created by this MOU, and nothing in this MOU authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

9 **APPLICABLE LAW:**

This Agreement shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the County and the City, by their duly authorized representatives, have executed this Memorandum of Understanding as of the date first above written.

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Mark Loughry  
County Administrator  
Leavenworth County, Kansas

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Tim Vandall  
City Administrator  
City of Lansing, Kansas