

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK,
KANSAS, AND OLATHE, KANSAS, FOR THE OPERATION
AND MAINTENANCE OF STREETLIGHT SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "Overland Park") and the CITY OF OLATHE, KANSAS (hereinafter "Olathe"), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, certain streetlighting systems as listed in Appendix A, attached hereto and incorporated herein by this reference as may be amended or supplemented by the parties hereto from time to time, are located partially within the boundaries of each city; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of the streetlighting systems at each listed location; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in operating and maintaining the aforesaid streetlighting systems which are the property of the two cities as indicated in Appendix A; and

WHEREAS, the Governing Bodies of both parties hereto have determined to enter into this Agreement for the aforesaid purpose as authorized and provided for by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the Governing Body of Olathe did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 2013; and

WHEREAS, the Governing Body of Overland Park did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 2013.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. DURATION OF AGREEMENT: The parties hereto agree that this Agreement shall exist for the lifetime of the streetlighting systems, unless sooner terminated by written notice presented by either party.
2. NO LEGAL ENTITY CREATED: There will be no separate legal entity created under this Agreement. The parties to this Agreement shall be responsible for the administration of this Agreement.
3. PURPOSE OF THE AGREEMENT: The purpose of this Agreement is to fund the operation and maintenance of streetlighting systems at each location listed in Appendix A, a portion of each street section being situated within the cities of Overland Park and Olathe.
4. OWNERSHIP OF SYSTEM: The parties acknowledge that the streetlighting systems are owned and shall be maintained as indicated in Appendix A.
5. SHARING OF COSTS: The parties shall pay the percentages shown in Appendix A, consisting of the electrical energy costs and maintenance costs needed to operate each of the various systems. Overland Park will provide, maintain, and make available personnel and all general and special equipment, materials, supplies, and inventories necessary for the performance of the routine service work contemplated herein as replacement of the lamps, fuses, luminaires, poles, bracket arms, foundations, breakaway bases, etc. for the listed streetlighting systems as indicated in Appendix A. In order to reimburse Overland Park for its carrying costs and general expenses associated therewith (including a portion of Overland Park's general plant facilities related to streetlighting operations, such as mobile and portable radios and other communications equipment, stored equipment, testing equipment, office furniture and supplies, structures and improvements, and building space), Olathe shall pay Overland Park therefore quarterly the respective monthly rates shown in Appendix A. The rates will be reviewed annually and shall be

adjusted according to the Consumer Price Index for All Urban Consumers (CPI-U) for the Kansas City Metropolitan Region (KCMR), and revised as appropriate on the next quarterly billing. The monthly maintenance rates do not include non-routine service, such as knockdowns, fire repairs, luminaire replacement, underground cable repair, and major modifications; actual costs involved shall be shared proportionately by each city in the ownership percentages outlined in Appendix A.

6. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: Upon termination of the Agreement, the cities of Overland Park and Olathe being the owners of the streetlighting systems under this Agreement shall, mutually agree upon disposition of the property that is the subject of this Agreement. Unless otherwise agreed to by the parties or if the parties are unable to reach an Agreement relative to the property, the parties will retain ownership of the property that is within their boundaries.

7. ADMINISTRATION OF PROJECT: The maintenance and operation of the streetlighting systems shall be administered by Overland Park acting by and through its Director of Public Works, who shall be the principal public official designated to administer said public project; in this capacity, Overland Park is empowered to do all things reasonably necessary to cause the maintenance and operation of said systems.

8. PLACING AGREEMENT IN FORCE: Overland Park shall cause this Agreement to be executed in three parts. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

9. PREVIOUS AGREEMENTS: All previous individual agreements covering the operation and maintenance of one or more of the streetlighting systems listed in Appendix A are in effect up to the date of this Agreement at which time they will be superseded by this Agreement as executed.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in three (3) parts by each of the parties hereto on the day and year first above written. This Agreement shall become effective _____, 2013.

CITY OF OVERLAND PARK, KANSAS

CARL GERLACH
MAYOR

ATTEST:

MARIAN COOK
CITY CLERK

APPROVED AS TO FORM:

TAMMY M. OWENS
DEPUTY CITY ATTORNEY

CITY OF OLATHE, KANSAS

MICHAEL COPELAND
MAYOR

ATTEST:

DONALD T. HOWELL
CITY CLERK

APPROVED AS TO FORM:

RON SHAVER
DEPUTY CITY ATTORNEY