

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND LENEXA, KANSAS, FOR THE OPERATION AND MAINTENANCE OF STREETLIGHTING ON QUIVIRA ROAD FROM 95TH STREET TO 99TH STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "Overland Park") and the CITY OF LENEXA, KANSAS (hereinafter "Lenexa"), each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, Quivira Road from 95th Street to 99th Street (the "Location") is located partially within the boundaries of each city; and

WHEREAS, the Governing Bodies of both cities have previously approved the installation of a streetlighting system at the Location (the "Streetlighting System"); and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in operating and maintaining the Streetlighting System which is the property of the two cities; 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 Lenexa did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 6th day of July, 2010; 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 _____, 2010.

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 System, 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 the Streetlighting System at the Location.
4. **OWNERSHIP OF SYSTEM:** The parties acknowledge that the streetlighting system is owned fifty percent (50%) by the Overland Park, and fifty percent (50%) by Lenexa.
5. **SHARING OF COSTS:** Overland Park shall pay fifty percent (50%) and Lenexa shall pay fifty percent (50%) of the electrical energy costs needed to operate the streetlights. 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 System. 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), Lenexa shall each quarter pay Overland Park \$69.00 per month in addition to the aforementioned electrical energy costs. The rate will be reviewed annually on the anniversary of the effective date of this Agreement and shall be adjusted according to the Customer 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 percentages outlined above.

6. DISPOSAL OF PROPERTY ON AGREEMENT TERMINATION: Upon termination of the Agreement, Overland Park and Lenexa, being the owners of the Streetlighting System shall, mutually agree upon disposition of the property that is the subject of this Agreement. Unless otherwise agreed 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 System 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 Streetlighting System.

8. PLACING AGREEMENT IN FORCE. The attorney for 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.

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 _____.

CITY OF OVERLAND PARK, KANSAS

CARL GERLACH
MAYOR

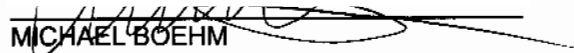
ATTEST:

MARIAN COOK
CITY CLERK

APPROVED AS TO FORM:


TAMMY M. OWENS
SENIOR ASSISTANT CITY ATTORNEY

CITY OF LENEXA, KANSAS


MICHAEL BOEHM
MAYOR

ATTEST:


SALLY SHANE,
ACTING CITY CLERK

APPROVED AS TO FORM: 


KEITH WHITEFORD
ATTORNEY FOR THE CITY