

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF OLATHE AND WATERONE
TO TRANSFER WATER MAINS**

PURPOSE

- a. The purpose of this Memorandum of Understanding (MOU) between the City of Olathe (the City) and Water District No. 1 of Johnson County (WaterOne), hereinafter collectively referred to as the “Parties,” is to effect the transfer of water mains from WaterOne to the City.
- b. Per the Agreement, referenced below, WaterOne has agreed to transfer to the City the water mains that are identified and described in Exhibit A.
- c. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise among or against any of the Parties.

1. PARTIES

- a. This (MOU) is entered into by the City and WaterOne.
- b. Sabrina Parker is the person the City has designated as responsible for administering this MOU and is the point of contact for City and has the authority to enter this MOU on behalf of the City.
- c. Josh Vincent is the person WaterOne designated as responsible for administering this MOU and is the point of contact for WaterOne. Shaun Pietig, General Manager, has the authority to enter into this MOU on behalf of WaterOne.

2. BACKGROUND INFORMATION

- a. The City of Olathe and Water District No. 1 of Johnson County entered into a Wholesale Water Purchase Agreement (the Agreement) on August 13, 1996.
- b. In the Agreement the City of Olathe was referred to as the “City” and Water District No. 1 of Johnson County was referred to as the “District.”
- c. The Agreement was for a term of ten (10) years and the City and the District had the right to extend the Agreement past the term of ten (10) years.
- d. The Agreement allowed the City to transfer its water mains to the District in order to temporarily serve customers within the City’s service territory.

3. EFFECT OF THIS AGREEMENT

- a. This MOU will finalize all the City and WaterOne obligations for the water mains and temporary services that were referenced in the Agreement.
- b. The City transferred its water mains to WaterOne prior to 2006
- c. The City has no further financial obligation to WaterOne regarding its water mains referenced in the Agreement.
- d. WaterOne's financial obligation for maintenance and upkeep of its water mains referenced in the Agreement will end upon the City's receipt of easements for WaterOne's water mains.
- e. WaterOne is responsible for the disconnection and reconnection of WaterOne's water mains to the City. The City will coordinate with WaterOne regarding the disconnection and reconnection of WaterOne's water mains.
- f. The City will reimburse WaterOne up to Ninety-Five Thousand Four Hundred Ninety-Two Dollars and Eighty Cents (\$95,492.80) for the installation of six hundred and twenty-five (625) linear feet (LF) of eight (8) inch water main to connect WaterOne's water mains referenced in the Agreement to the City's distribution system.
- g. The City and WaterOne have no further obligations under the Agreement after the disconnection and reconnection of WaterOne's water mains to the City.
- h. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- i. If any provision of this MOU is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this MOU will be unaffected and will continue to be valid and enforceable.
- j. Interpretation of this MOU and disputes arising out of or related to this MOU will be subject to and governed by the laws of the State of Kansas. Jurisdiction and venue for any suit arising out of or related to this MOU will be in the District Court of Johnson County, Kansas.

4. EFFECTIVE DATE

This MOU is effective when executed by all the Parties.

Mayor
City of Olathe

Date

Shaun Pietig
General Manager
WaterOne

Date