

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by and between the City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas, (hereinafter referred to as the "City") and the University of Kansas, an educational institution, public body, and independent agency of the State of Kansas (hereinafter referred to as the "University"), the City and the University from time to time herein collectively referred to as "the parties."

WHEREAS, the City and the University have explored the feasibility of coordinating and/or consolidating existing Lawrence public transit services and University transit services for the best interests of the City and University communities and are working together towards the goal of providing seamless service to all transit users, regardless of the level of coordination, consolidation, or possibility of a future merger; and

WHEREAS, the City and the University entered into a Letter of Intent regarding the establishment of a coordinated, consolidated or merged transit system; and

WHEREAS, implementation of that Letter of Intent requires the parties to evaluate in greater detail the options regarding the reconfiguration of routes, schedules and other aspects of the existing transit systems, so that the steps needed to successfully implement seamless service can be identified; and

WHEREAS, the City, in cooperation with the University, has issued a RFP (RFP No. R09002, issued December 17, 2008) for the services of a qualified transit planning, research and design firm (or team of firms) to develop a plan for a coordinated system of fixed routes and schedules for both the City's current public transportation system, called the T, and the University's current transportation system, "KU on Wheels" (the "Services").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The City and the University will mutually agree on the costs to be allocated for the Services and will work cooperatively to develop the scope of work. The City and the University shall each be responsible for 50% of the costs of the Services, or in the event that City receives KDOT or FTA funding for the Services, 50% of the local "match." In no event shall the share of the total cost of the Services paid by either the City or University exceed \$10,000. Payment of the vendor for the Services shall be made by the City, with the University reimbursing the City for amounts owed by University within 30 days of receipt of invoice. Both parties shall be provided with an opportunity to participate in review, and provide comment on, any interim vendor work product and the final design. Participation in this MOA and the Services does not imply endorsement or commitment by the parties to implement the recommendations of the Services.
2. This MOA sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein. The parties agree to cooperate and take such action as is necessary to update and amend this MOA as needed to address the issues outlined herein.

4. With respect to claims arising from activities conducted pursuant to the MOA, each party shall be responsible for its own negligence, or that of its employees or agents, but only in the manner and to the extent provided by applicable State laws, and nothing in the MOA shall create any obligation to defend or indemnify the other party. In the event of claims by third parties arising from such activities, the parties will cooperate in defense of such claims.

5. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns.

6. This MOA shall be governed by the laws of the State of Kansas. It is agreed by and between the parties that, should any dispute arise, that cannot be resolved through negotiations and by mutual consent, concerning the validity and effect of this MOA, or of any breach of the MOA herein, venue of action concerning such dispute shall be in the District Court of Douglas County.

7. Each provision of this MOA shall be considered separable and if for any reason a provision which is not essential to the effectuation of the basic purposes of the MOA is determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or effect of those provisions of this MOA that are valid.

8. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. -01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in duplicate as of the date and year hereinafter written.

CITY OF LAWRENCE

UNIVERSITY OF KANSAS

By: _____

By:  SR. U.A.

Date _____

Date 1/4/10

