

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is effective April 11, 2016 by and between the University of Kansas, an institution of higher education and agency of the State of Kansas ("University") and the City of Lawrence, Kansas, a city of the first class under the laws of the State of Kansas ("City").

WHEREAS, the City and the University desire to install a new 12-inch diameter watermain on the north side of 19th Street from Stewart Avenue to Naismith Drive as generally shown and labeled as "New Waterline" in Attachment A (the "Project");

WHEREAS, the University of Kansas and the City Commission have approved the Project; and

WHEREAS, the City has the ability to accomplish the construction of the Project in a timely fashion; and

WHEREAS, the City will assume ownership, operation, and maintenance of the Project upon construction completion and City acceptance; and

WHEREAS, the University desires to assist in financing of the construction of the Project, as described further below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the University and the City agree as follows:

1. The City agrees to undertake and to be solely responsible for design and construction of the Project. Materials, equipment, and labor for the Project will be the sole responsibility of the City and its contractors. The City will bid this Project according to its regular bidding procedures. The City agrees to complete the Project no later than August 1, 2018, unless prevented by an unforeseen event. The City will provide the University reasonable documentation to support the Project costs.
2. The University agrees to pay to City for 50% of the total actual construction costs for the Project. The University's share, however, shall not exceed \$225,000. Such payment by the University shall be made to the City no later than thirty (30) days after Project's final completion.
3. The City shall assume ownership of and responsibility for maintenance and operation of the new watermain upon completion of construction.
4. The parties agree that, should any dispute arise that cannot be resolved through negotiations and by mutual consent concerning the validity and effect of this

Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Douglas County, Kansas.

5. This Agreement constitutes the entire agreement between the City and the University with respect to this transaction and the Project, and it expressly supersedes all previous written, email, and oral communication between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by all the parties.

6. By signing this agreement, the representative of each party represents that such person is duly authorized to execute this Agreement on behalf of that party and that the party agrees to be bound by its provisions.

IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement this day of April 11, 2016.

THE CITY OF LAWRENCE

By: _____

Printed Name: _____

Title: _____

THE UNIVERSITY OF KANSAS

By: 

Printed Name: S. Nelson

Title: Associate Vice Provost
Campus Operations