COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is made this _____ day of _____, 2017, by and between the City of Lawrence, Kansas, a municipal corporation, and the University of Kansas, a state-supported institution of higher education and agency of the State of Kansas.

RECITALS

A. The City of Lawrence, Kansas, a municipal corporation ("City") and the University of Kansas, a state-supported institution of higher education and agency of the State of Kansas ("University"), desire to improve the pavement and storm sewer system at the intersection of Naismith Drive and Crescent Road ("the Project") (a map showing the location of the Project is affixed hereto as Exhibit A and is incorporated herein by reference).

B. The City and the University both have approved the Project.

C. The City has the wherewithal to accomplish the construction of the Project in a timely fashion.

D. Upon construction, completion, and acceptance by the City and the University, the City will assume ownership, operation, and maintenance of that portion of the Project located within the City's Right of Way, along Naismith Drive and Crescent Road, and the University will assume ownership, operation, and maintenance of the portion of the Project located on University property.

E. Because the Project will benefit both parties and because the City will do the construction work, the University desires to assist in the financing of the construction of the Project, as set forth in this Cost-sharing Agreement ("Agreement").

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The City agrees to undertake and to be solely responsible for the 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 agrees to complete the Project no later than August 12, 2017. The City will provide to the University reasonable documentation to support the Project costs.

2. The University agrees to pay to City 50% of the actual costs for the design and construction of the Project, not to exceed $140,000.00. Such amount shall be paid to the City in installments, mutually agreed on by the parties, with the total amount due and fully paid to the City no later than thirty (30) days after construction of the Project is completed.

3. After construction of the Project is completed, the City will assume ownership, operation, and maintenance of that portion of the Project located within the City's Right of Way, along Naismith Drive and Crescent Road, and the University will assume ownership, operation, and maintenance of that portion of the Project located on University property.

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 communications between the parties. No amendment, alteration, or modification of this Agreement shall be valid unless executed in writing by all the parties.

6. No party shall be liable for any failure to perform its obligations where such failure is a result of acts of God, fire, strikes, riots, floods, war, and other disasters or events beyond the City's or the University's reasonable control.

7. 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.

8. If any section, sentence, clause, or phrase of this Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Agreement.

9. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the state of Kansas.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Cost-sharing Agreement to be executed as of the date noted above.

CITY:
CITY OF LAWRENCE, KANSAS, a municipal corporation

_____
THOMAS M. MARKUS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS   )
)   ss:
THE COUNTY OF DOUGLAS   )

BE IT REMEMBERED, that on this _____ day of _____, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

_____
Notary Public

My Appointment Expires:

UNIVERSITY:

UNIVERSITY OF KANSAS, a state-supported institution of higher education and agency of the State of Kansas

_____
Diane Goddard
Vice Provost for Administration and Finance

<u>ACKNOWLEDGMENT</u>

THE STATE OF KANSAS   )
)   ss:
THE COUNTY OF DOUGLAS   )

      BE IT REMEMBERED, that on this ____ day of _____, 2017, before me the undersigned, a notary public in and for the County and State aforesaid, came _____ as _____ of the University of Kansas, a state-supported institution of higher education and agency of the State of Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

      IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

_____
Notary Public

My Appointment Expires:

Exhibit A – Project Area

Naismith Dr

Crescent Rd

Project Limits

15" CMP

Crescent Rd

24" CMP

Naismith Dr