

COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is made this _____ day of April, 2018, 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"), has received a Transportation Enhancement Grant from the Kansas Department of Transportation to construct a pedestrian tunnel under Iowa Street and 19th Street that will provide pedestrian connectivity roughly southward from the northeast corner of 19th Street and Iowa Street under 19th Street and thence roughly westward under Iowa Street to the southwest corner of the same intersection ("Pedestrian Tunnel")(A map showing the location of the Pedestrian Tunnel is affixed hereto as Exhibit A and is incorporated herein by reference).
- B.** The City also wishes to improve 19th Street from Iowa Street to Naismith Drive, which project will also include certain improvements to Ellis Drive ("19th Street Project")(The 19th Street Project is shown on Exhibit A).
- C.** The Pedestrian Tunnel and the 19th Street Project will benefit both the City and the University of Kansas, a state-supported institution of higher education and agency of the State of Kansas ("University").
- D.** The City and the University both have approved the Pedestrian Tunnel and the 19th Street Project.
- E.** The City has the wherewithal to accomplish the construction of the Pedestrian Tunnel and the 19th Street Project in a timely fashion.
- F.** Because the Pedestrian Tunnel and the 19th Street Project will benefit both the City and the University and because the City will do the design and construction work, the University desires to assist in the financing of the construction of the Pedestrian Tunnel and the 19th Street Project and to grant to the City certain easements, as set forth in this Cost-sharing Agreement ("Agreement").

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:

TERMS

1. The City agrees to undertake and to be solely responsible for the design and construction of the Pedestrian Tunnel and the 19th Street Project. Materials, equipment, and labor will be the sole responsibility of the City and its contractors. The City agrees to complete the Pedestrian Tunnel and the 19th Street Project in a timely fashion.
2. The University agrees to pay to City for the Pedestrian Tunnel approximately one-half of the City's match of the Transportation Enhancement Grant in a sum not to exceed **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS** (\$200,000.00) to assist with financing its construction. Such amount shall be paid to the City in a lump sum, with the full amount due no later than thirty (30) days after construction of the Pedestrian Tunnel is completed.
3. The University also agrees to pay to the City for the 19th Street Project the sum of **ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS** (\$111,500.00) for the construction of a multi-use path along 19th Street and the sum of **THIRTY THOUSAND DOLLARS AND NO CENTS** (\$30,000.00) for certain improvements to Ellis Drive, which improvements shall include connecting Ellis Drive to 19th Street. Such amounts shall be paid to the City in a lump sum, with the full amount due no later than thirty (30) days after construction of the 19th Street Project is completed.
4. For the completion of the Pedestrian Tunnel and the 19th Street Project, the University also grants to the City certain temporary easements over University's property in order for the City to construct the Pedestrian Tunnel, the 19th Street Project, and to temporarily relocate certain parking from Fire & Medical Station No. 5, which is made necessary by the construction of the Pedestrian Tunnel. (The temporary easements are shown on Exhibit A).
5. The University also agrees to grant to the City, by separate instrument, various permanent easements over University property for permanent use by the City for the Pedestrian Tunnel and the 19th Street Project. (The permanent easements are shown on Exhibit A)
6. After construction of the Pedestrian Tunnel and the 19th Street Project is completed, the City will retain ownership, operation, and maintenance of the Pedestrian Tunnel and the 19th Street Project. The City will also own, operate, and maintain those permanent easements (as shown on Exhibit A) granted to it by the University via separate instruments.

- 7.** 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.
- 8.** 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.
- 9.** 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.
- 10.** 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.
- 11.** 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.
- 12.** 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 April, 2018, 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

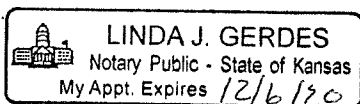

{NAME} James E. Modig
{Title} University Architect

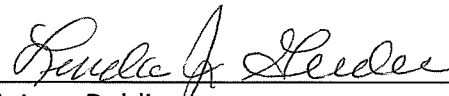
ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this 6th day of April, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came James E. Modig as University Architect 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:

Dec. 6, 2020