AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this _____ day of _____, 2018, by and between the City of Joplin, Missouri, hereinafter referred to as "City," and Kansas City University of Medicine and Biosciences, hereinafter referred to as "KCU," and together referred to as "the parties," hereby agree as follows:

WHEREAS, City's Mohaska Trail currently ends approximately where S. Bird Ave. meets W. 28th Street, and picks up again approximately where S. Jackson Ave. meets S. Mohaska Ave.; and

WHEREAS, City desires to connect the portion of the Mohaska Trail that ends where S. Bird Ave. meets W. 28th Street with the portion that begins where S. Jackson Ave. meets S. Mohaska Ave. by constructing additional trail between those points ("Mohaska Trail Extension"); and

WHEREAS, City originally planned for the Mohaska Trail Extension to pass through an approximately 42-acre parcel of property owned by KCU ("KCU's Property"), which parcel is located between S. St. Johns Blvd. and S. Picher Ave. to the east, S. Jackson Ave. to the west, W. 28th Street to the north, and W. 32nd Ave. to the south; and

WHEREAS, City's original plan for the Mohaska Trail Extension to pass through KCU's Property shall be referred to herein as the "Original Trail Extension Plan"; and

WHEREAS, KCU does not want the Mohaska Trail Extension to traverse KCU's Property; and

WHEREAS, City has developed a modified plan for a Mohaska Trail Extension that does not traverse KCU's Property, but instead traverses easterly along Bird Avenue and then southerly along S. Jackson Ave. ("Modified Extension Plan"), as more particularly shown as

the "KCU Medical School Realignment" on Exhibit A.

WHEREAS, City has agreed to abandon its Original Trail Extension Plan and instead design and construct the Mohaska Trail Extension in accordance with the Modified Extension Plan so that the extension does not traverse KCU's Property, provided that KCU reimburses City for certain costs as more particularly described herein, subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and contained, City and KCU hereby mutually agree as follows:

1. Recitals and Exhibits Incorporated. The Recitals and Exhibits to this Agreement are incorporated herein and, by this reference, made a part hereof as if fully set forth herein.

2. Purpose. The purpose of this Agreement is to set forth the parties' responsibilities in designing and constructing the Mohaska Trail Extension in accordance with the Modified Extension Plan, so as not to traverse KCU's Property.

3. City's Responsibilities. City shall design, engineer, construct, and maintain the Mohaska Trail Extension so as not to traverse KCU's Property and in accordance with the Modified Extension Plan. City shall provide KCU with detailed design drawings of the Modified Extension Plan at the time City advertises for bids and shall promptly provide KCU with all documents reflecting any material changes to the design that may occur during construction. City will pay all costs associated with the Mohaska Trail Extension in a timely manner and, within five (5) days of the winning bid being selected by City, will provide to KCU: (a) copies of all bids received by City for the Modified Extension Plan; (b) a schedule of

costs from the winning bid for the Modified Extension Plan showing all applicable Bid Prices, Extended Bid Prices and the Total Project Cost (as defined below) in the form of Exhibit B, attached hereto; and (c) a schedule of costs (based on the winning bid prices for the Modified Extension Plan) for the Original Trail Extension Plan showing all applicable Bid Prices, Extended Bid Prices and the Estimated Original Cost (as defined below) in the form of Exhibit C, attached hereto.

4. KCU's Responsibilities. KCU shall reimburse City the cost that City incurs in designing and constructing the Modified Extension Plan ("Total Project Cost") minus the estimated cost of the Original Trail Extension Plan ("Estimated Original Cost"), up to a maximum of $170,000 ("KCU's Reimbursement"). The Total Project Cost and Estimated Original Cost will be determined in the manner set forth in Section 5 below. Under no circumstances will KCU be required to reimburse City more than $170,000. KCU's Reimbursement to City shall be due within 30 days after the later of (i) the date the Modified Extension Plan is completed, as determined by City's Public Works Director, and (ii) the date KCU receives from City copies of all bids and schedules of costs required to be delivered in Section 3 of this Agreement.

5. Determining Costs. The Total Project Cost and Estimated Original Cost will be determined as follows: City will request bids for the Modified Extension Plan. The winning bidder selected by City will provide a "Bid Price" and an "Extended Bid Price" for each of the line items appearing on a Modified Extension Plan Schedule of Costs, the form of which is attached hereto as Exhibit B (including the line items in Schedules A through Schedule I and for Engineering and Surveying), and on an Original Extension Plan Schedule of Costs, the form of which is attached hereto as Exhibit C. The Total Project Cost will be equal to the sum

of the Extended Bid Price totals for each line item on the Modified Extension Plan Schedule of Costs. The Estimated Original Cost will be equal to the sum of the Extended Bid Price totals for each line item on the Original Extension Plan Schedule of Costs.

6. License. KCU hereby grants City a revocable license to enter upon KCU's Property solely to the extent necessary for City to construct the Mohaska Trail Extension in accordance with the Modified Extension Plan.

7. Indemnification. City will indemnify, defend and hold KCU harmless from and against any and all claims by or on behalf of anyone arising from City's or its employees', agents' or contractors' conduct, management, use or occupancy of KCU's Property, or any work or thing whatsoever done by City or any third party present on KCU's Property through direct or indirect sanction of City (other than KCU and KCU's employees, agents, contractors, invitees and licensees), or arising from any breach or default on the part of City in the performance of any covenant or agreement on the part of City to be performed under this Agreement, or arising from any grossly negligent or wrongful act or omission of City or its employees, agents or contractors occurring during the construction of the Mohaska Trail Extension in, on or about KCU's Property, and from and against all Losses incurred in or in connection with any such claim or action or proceeding brought thereon. "***Losses***" means all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including reasonable attorneys' fees and expenses.

8. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

9. Entire Agreement. This Agreement (including any Exhibit) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or

amended except by an agreement in writing signed by both parties.

10. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should either party be required to institute legal action to enforce any of its rights set forth in this Agreement, then either party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

11. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

12. Binding Effect. The provisions herein shall bind both parties hereunto and their respective successors and assigns.

13. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

14. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or

the United States District Court for the Western District of Missouri.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Kansas City University of Medicine and Biosciences

By: _____

Name: _____

Its:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm,
City Manager

ATTEST:

_____
Barbara N. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

Mohaska Trail Extension
Original Trail Extension and Modified Trail Extension

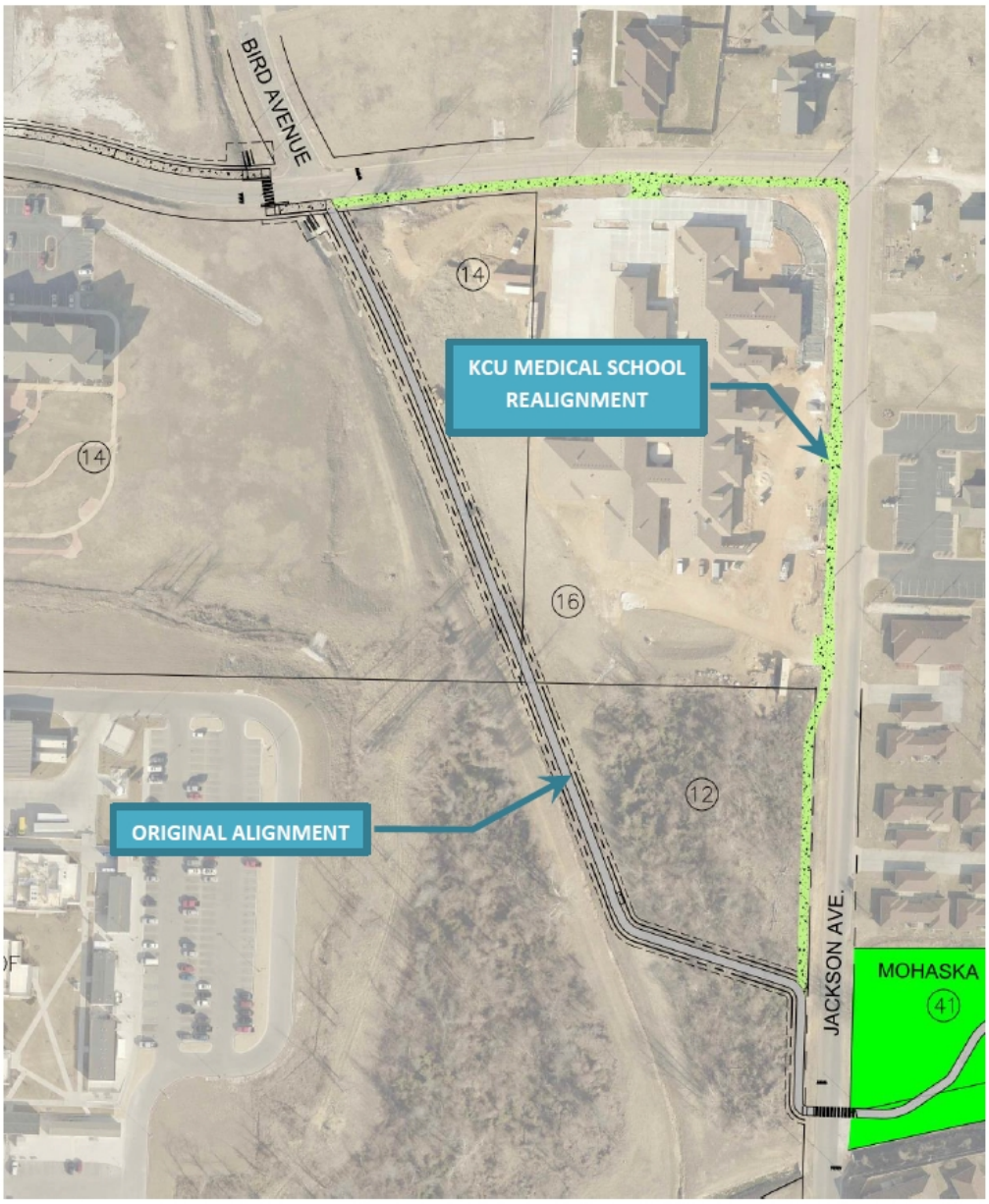


EXHIBIT B

MOHASKA TRAIL EXTENSION

MODIFIED EXTENSION PLAN (28TH TO JACKSON)

SCHEDULE OF COSTS

SCHEDULE A - GENERAL

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Mobilization & Bond	1	LS	$ 14,750	$ 14,750.00		$ -
2	Erosion & Sediment Control	1	LS	$ 5,900	$ 5,900.00		$ -
3	Seeding, Fertilizing & Type III Mulch	0.50	AC	$ 2,000	$ 1,000.00		$ -
4	Project Signing & Traffic Control	1	LS	$ 3,250	$ 3,250.00		$ -
	SCHEDULE A TOTAL				$ 24,900.00		$ -

SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Clearing, Grubbing, Miscellaneous Removals, Relocations & Adjustments	1	LS	$ 12,500.00	$ 12,500.00		$ -
2	Tree Removal - Greater than 6" DIA	11	EA	$ 500.00	$ 5,500.00		$ -
3	Contaminated Material	500	CY	$ 1.00	$ 500.00		$ -
4	Curb & Gutter	55	LF	$ 6.00	$ 330.00		$ -
5	Sidewalk	265	SY	$ 3.00	$ 795.00		$ -
6	Concrete Pavement	430	SY	$ 12.00	$ 5,160.00		$ -
	SCHEDULE B TOTAL				$ 24,785.00		$ -

SCHEDULE C - STORM SEWER

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	8-Inch PVC	66	LF	$ 15.00	$ 990.00		$ -
	SCHEDULE C TOTAL				$ 990.00		$ -

SCHEDULE D - CURBS & SIDEWALK

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Standard Upright Curb & Gutter	55	LF	$ 25.00	$ 1,375.00		$ -
2	ADA curb ramps	730	SF	$ 18.00	$ 13,140.00		$ -
3	Truncated Dome Detectable Warning Panels	2	EA	$ 300.00	$ 600.00		$ -
4	Concrete Sidewalk	1,575	SY	$ 55.00	$ 86,625.00		$ -
	SCHEDULE D TOTAL				$ 101,740.00		$ -

SCHEDULE E - PAVED APPROACH

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Paved Approach - Commercial	430	SY	$ 90.00	$ 38,700.00		$ -
	SCHEDULE E TOTAL				$ 38,700.00		$ -

SCHEDULE F - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Excavation	500	CY	$ 12.00	$ 6,000.00		$ -
2	Embankment	100	CY	$ 12.00	$ 1,200.00		$ -
3	Subgrade Compaction (12" Depth)	6.0	STA	$ 2,000.00	$ 12,000.00		$ -
4	Undergrading and Rock Fill		CY	$ 35.00	$ -		$ -
	SCHEDULE F TOTAL				$ 19,200.00		$ -

SCHEDULE G - RIGHT OF WAY

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Temporary Construction Easement	12,800	SF	$ 0.50	$ 6,400.00		$ -
2	Perpetual Utility Easement		SF	$ 2.00	$ -		$ -
3	Perpetual Drainage Easement		SF	$ 2.00	$ -		$ -
4	Perpetual Sidewalk Easement		SF	$ 1.75	$ -		$ -
5	Right of Way - Residential		SF	$ 3.00	$ -		$ -
6	Right of Way - Commercial		SF	$ 6.00	$ -		$ -

7	Right of Way - Office		SF	$ 6.00	$ -		$ -
	SCHEDULE G TOTAL				$ 6,400.00		$ -

SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Water Line		LS		$ -		$ -
2	Gas Line		LS		$ -		$ -
3	Under Ground Electric		LS		$ -		$ -
4	Communications		LS		$ -		$ -
5	Over Head Utilities		LS		$ -		$ -
	SCHEDULE H TOTAL				$10,000.00		$ -

SCHEDULE I - STREETSCAPE ENHANCEMENTS

ITM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	EST. UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Tree Well		EA	$800.00	$ -		$ -
2	Bench	1	EA	$2,000.00	$ 2,000.00		$ -
3	Trash Receptacle	1	EA	$1,500.00	$ 1,500.00		$ -
4	Bollards		EA	$1,250.00	$ -		$ -
	SCHEDULE I TOTAL				$ 3,500.00		$ -

SUMMARY OF PRELIMINARY PROJECT COST ESTIMATE

		EXTENDED PRICE		EXTENDED BID PRICE
S1	SCHEDULE A - GENERAL	$ 24,900.00		$ -
S2	SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS	$ 24,785.00		$ -
S3	SCHEDULE C - STORM SEWER	$ 990.00		$ -
S4	SCHEDULE D - CURBS & SIDEWALK	$ 101,740.00		$ -
S5	SCHEDULE E - PAVED APPROACH	$ 38,700.00		$ -
S6	SCHEDULE F - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION	$ 19,200.00		$ -
S7	SCHEDULE G - RIGHT OF WAY	$ 6,400.00		$ -
S8	SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)	$ 10,000.00		$ -
S9	SCHEDULE I - STREETSCAPE ENHANCEMENTS	$ 3,500.00		$ -
S10	ENGINEERING AND SURVEYING	$ 17,738.50		$
	TOTAL PROJECT COST	$ 247,953.50		$

EXHIBIT C

MOHASKA TRAIL EXTENSION
ORIGINAL TRAIL EXTENSION PLAN
SCHEDULE OF COSTS

SCHEDULE A - GENERAL

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Mobilization & Bond	1	LS	$ 7,500	$ 7,500.00		$ -
2	Erosion & Sediment Control	1	LS	$ 3,000	$ 3,000.00		$ -
3	Seeding, Fertilizing & Type III Mulch	0.25	AC	$ 2,000	$ 500.00		$ -
4	Project Signing & Traffic Control	1	LS	$ 1,500	$ 1,500.00		$ -
	SCHEDULE A TOTAL				$ 12,500.00		$ -

SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Clearing, Grubbing, Miscellaneous Removals, Relocations & Adjustments	1	LS	$ 10,000.00	$ 10,000.00		$ -
2	Tree Removal - Greater than 6" DIA	11	EA	$ 500.00	$ 5,500.00		$ -
3	Contaminated Material	295	CY	$ 25.00	$ 7,375.00		$ -
	SCHEDULE B TOTAL				$ 22,875.00		$ -

SCHEDULE C - STORM SEWER

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	8-Inch PVC	66	LF	$ 15.00	$ 990.00		$ -
	SCHEDULE C TOTAL				$ 990.00		$ -

SCHEDULE D - CURBS & SIDEWALK

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	ADA curb ramps	250	SF	$ 18.00	$ 4,500.00		$ -
2	Truncated Dome Detectable Warning Panels	1	EA	$ 300.00	$ 300.00		$ -
3	Concrete Sidewalk	7	SY	$ 55.00	$ 385.00		$ -
	SCHEDULE D TOTAL				$ 5,185.00		$ -

SCHEDULE E - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Excavation	295	CY	$ 12.00	$ 3,540.00		$ -
2	Embankment	40	CY	$ 12.00	$ 480.00		$ -
3	Subgrade Compaction (12" Depth)	6.0	STA	$ 2,000.00	$ 12,000.00		$ -
4	Undergrading and Rock Fill		CY	$ 35.00	$ -		$ -
	SCHEDULE E TOTAL				$ 16,020.00		$ -

SCHEDULE F - PAVING

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	4" Asphalt Base (Trail)	682	SY	$ 14.00	$ 9,548.00		$ -
2	4" Clean Stone Base	682	SY	$ 7.00	$ 4,774.00		$ -
	SCHEDULE F TOTAL				$ 14,322.00		$ -

SCHEDULE G - RIGHT OF WAY

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Temporary Construction Easement		SF	$ 0.50	$ -		$ -
2	Perpetual Utility Easement		SF	$ 2.00	$ -		$ -
3	Perpetual Drainage Easement		SF	$ 2.00	$ -		$ -
4	Perpetual Sidewalk Easement		SF	$ 1.75	$ -		$ -
5	Right of Way - Residential		SF	$ 3.00	$ -		$ -
6	Right of Way - Commercial		SF	$ 6.00	$ -		$ -
7	Right of Way - Office		SF	$ 6.00	$ -		$ -
	SCHEDULE G TOTAL				$ -		$ -

SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Water Line		LS		$ -		$ -
2	Gas Line		LS		$ -		$ -
3	Under Ground Electric		LS		$ -		$ -
4	Communications		LS		$ -		$ -
5	Over Head Utilities		LS		$ -		$ -
	SCHEDULE H TOTAL				$2,800.00		$ -

SCHEDULE I - STREETSCAPE ENHANCEMENTS

ITEM NO.	DESCRIPTION	APPROX. NO. UNITS	UNIT TYPE	UNIT PRICE	EXTENDED PRICE	BID PRICE	EXTENDED BID PRICE
1	Tree Well		EA	$800.00	$ -		$ -
2	Bench	1	EA	$2,000.00	$ 2,000.00		$ -
3	Trash Receptacle	1	EA	$1,500.00	$ 1,500.00		$ -
4	Bollards		EA	$1,250.00	$ -		$ -
	SCHEDULE I TOTAL				$ 3,500.00		$ -

SUMMARY OF PRELIMINARY PROJECT COST ESTIMATE				
		EXTENDED PRICE		EXTENDED BID PRICE
S1	SCHEDULE A - GENERAL	$ 12,500.00		$ -
S2	SCHEDULE B - REMOVALS, RELOCATIONS & ADJUSTMENTS	$ 22,875.00		$ -
S3	SCHEDULE C - STORM SEWER	$ 990.00		$ -
S4	SCHEDULE D - CURBS & SIDEWALK	$ 5,185.00		$ -
S5	SCHEDULE E - EXCAVATION, EMBANKMENT & SUBGRADE STABILIZATION	$ 16,020.00		$ -
S6	SCHEDULE F - PAVING	$ 14,322.00		$ -
S7	SCHEDULE G - RIGHT OF WAY	$ -		$ -
S8	SCHEDULE H - UTILITY RELOCATION (ESTIMATED BASED ON FIELD ASSESSMENT)	$ 2,800.00		$ -
S9	SCHEDULE I - STREETSCAPE ENHANCEMENTS	$ 3,500.00		$ -
	ESTIMATED ORIGINAL COST	$ 78,192.00		$ -