

## **ADDENDUM 1**

### **FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING "Fiber Optic Network Agreement"**

**Between The City of Lawrence, Kansas ("The City")  
and  
The University of Kansas, a public educational institution  
and agency of the State of Kansas ("KU")**

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**Dated: March \_\_\_\_\_, 2013**

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This addendum shall apply to **THE MEMORANDUM OF UNDERSTANDING** titled  
**"Fiber Optic Network Agreement"** dated February \_\_\_\_\_, 2013, by and  
between the City of Lawrence, Kansas, a municipal corporation, and the  
University of Kansas, a State institution of higher education.

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## **Section 1**

### **Description of Fiber Optic Network**

The City of Lawrence seeks to connect a fiber optic cable to the Ellsworth Annex on the University of Kansas. The City will install a section of conduit connecting the existing city conduit handhole on the southeast corner of 19<sup>th</sup> and Iowa Street passing under 19<sup>th</sup> street to the University of Kansas conduit handhole on the northeast corner of 19<sup>th</sup> and Iowa (Conduit Section #1). KU will then allow the city to pass a fiber optic cable through existing University conduit into the Ellsworth Annex (Conduit Section #2). KU will provide the city with space in a telecommunication rack within the Ellsworth Annex to terminate this fiber optic cable (Telecommunication Space #1).

This project is legally described below in the following description of two conduit sections, and a telecommunication space.

**Conduit Section #1:**

General Description:

This is a new section of conduit to be installed between an existing City owned handhole located near the fire station on the southeast corner of 19<sup>th</sup> Street and Iowa passing North under 19<sup>th</sup> Street to connect to an existing KU owned handhole on the North East corner of 19<sup>th</sup> Street and Iowa.

Start Point (Include GPS Coord if possible): 95° 15' 37.018" W 38° 56' 59.173" N

End Point (Include GPS Coord if possible): 95° 15' 36.386" W 38° 57' 0.608" N

Conduit Size, Type, and Quantity: 3" High-Density Polyethylene (HDPE) conduit

Ownership/Maintenance: The City of Lawrence will maintain this section of conduit and any cables installed in this conduit. The City of Lawrence will own any cables installed in this conduit. The City of Lawrence will own that portion of conduit located on property owned by the City or in existing City easements. Upon completion, KU will own that portion of conduit on land owned by KU.

Cost & Fees: The City will fund the full cost of all conduit, conduit installation, fiber optics, termination panels, and installation services including but not limited to fiber optic splicing.

Use of Conduit/Fiber: KU currently has no need to utilize this fiber or conduit. The City will use this conduit and fiber as a means of connecting existing City fiber to the Ellsworth Annex on the University of Kansas Lawrence Campus.

Exhibit: See exhibit 1 for a drawing of this conduit section.

Termination: In the event of termination, City shall (1) remove its fiber optic cable from the conduit owned by KU or (2) assign ownership of the fiber optic cable to the University.

**Conduit Section #2:**

General Description:

This is an existing conduit in an existing conduit duct bank that KU owns and will allow the city to run a single fiber optic cable inside of. This conduit bank ends at the Ellsworth Annex on the University of Kansas Lawrence Campus and provides access to the core University Telecommunications cable plant.

Start Point (Include GPS Coord if possible): 95° 15' 36.386" W 38° 57' 0.608" N

End Point (Include GPS Coord if possible): 95° 15' 30.523" W 38° 57' 10.484" N

Conduit Type and Number:

Ownership/Maintenance: The University of Kansas will own and be responsible for the maintenance and repair this section of conduit. The City of Lawrence will own and be responsible for the maintenance and repair of any cable they install in this conduit.

Cost & Fees: The City will fund the full cost of connecting to this existing fiber optic duct bank. KU will charge the City \$0 (ZERO) for the use of this conduit over the life of the Memorandum of Understanding.

Exhibit: See exhibit 2 for a drawing of this conduit section.

Termination: In the event of termination, City shall (1) remove its fiber optic cable or (2) assign ownership of the fiber optic cable to the University.

**Telecommunication Space #1:**

Space Description:

4 standard rack units (1u=1.75" each) of space (7" of vertical space) for the purposes of cable termination.

4 standard rack units of space for housing Ethernet switch electronics.

Description of Equipment to be installed:

Up to 4 standard rack units of unpowered cable termination and/or cable management equipment. One standard Ethernet switch up to 2U in size.

Ownership/Maintenance: The University of Kansas will own and be responsible for the maintenance and repair of the Ellsworth Annex which contains the above equipment. The City of Lawrence will own and be responsible for the maintenance and repair of any cabling and equipment the City installs within the Ellsworth Annex.

Cost & Fees: The City will fund the full cost of all cabling and equipment the City installs in the Ellsworth Annex. The University of Kansas will provide the City the space described above within Ellsworth Annex. KU will charge the City \$0 (ZERO) for the use of this rack space over the life of the Memorandum of Understanding.

Exhibit: None.

Termination: In the event of termination, City shall (1) remove its cabling and equipment or (2) assign ownership of the cabling and equipment to the University.

## Section 2

### **General Site Access Provision:**

KU will provide the City with notice 24 hours in advance should KU require access to any portion of "Conduit Section #1" as described above.

The City will provide KU with notice 24 hours in advance should the City require access to any portion of "Conduit Section #2" as described above.

KU will provide the City with access to the telecommunication space in the Ellsworth Annex with 24 hours prior notice. In emergency situations KU will provide best effort to allow the city immediate access to the Ellsworth Annex by contacting the Emergency Access number provided in this document under the heading "Emergency Access/After Hours Contact". In the case of an emergency KU will dispatch an on-call technician to meet the representative of the City onsite.

### **Contacts:**

Contact information for this specific Addendum to the MOU:

#### **For KU**

##### **Maintenance and Construction**

Primary: Eric Freeze, +1-785-864-9361

Secondary: Steve Lambert, +1-785-864-9367

##### **Emergency/After Hours Contact:**

Network Operations Center (NOC)... +1 785-864-0110

#### **For the City**

##### **Maintenance and Construction**

Primary: James Wisdom, I.T. Department, +1-785-423-2799

Secondary: James Risner, Public Works / Traffic Division, +1-785-423-3337

##### **Emergency/After Hours Contact:**

Primary: James Wisdom, I.T. Department, +1-785-423-2799

Secondary: James Risner, Public Works / Traffic Division, +1-785-423-3337

**IN ALL OTHER RESPECTS**, the terms and conditions of the Memorandum of Understanding shall remain in full force and effect, except as specifically modified by this addendum

**IN WITNESS WHEREOF**, the undersigned have caused this Addendum to the Memorandum of Understanding to be executed as of the date noted above.

**CITY: CITY OF LAWRENCE,  
KANSAS, a municipal corporation**

\_\_\_\_\_  
DAVID L. CORLISS  
City Manager

**ACKNOWLEDGMENT**

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came David L. Corliss, 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:

**KU: The University of Kansas, a  
State institution of higher  
education**

\_\_\_\_\_  
BOB LIM  
CIO (Chief Information Officer)

\_\_\_\_\_  
DIANE GODDARD  
Vice Provost for Administration &  
Finance

**ACKNOWLEDGMENT**

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

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the County and State aforesaid, came Diane Goddard, 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:

# KU/City Connection: Exhibit #1

59  
Iowa St

KU Conduit Entry

Conduit Section #2

KU to City Easement Required

KU Conduit Section #1

W 19th St

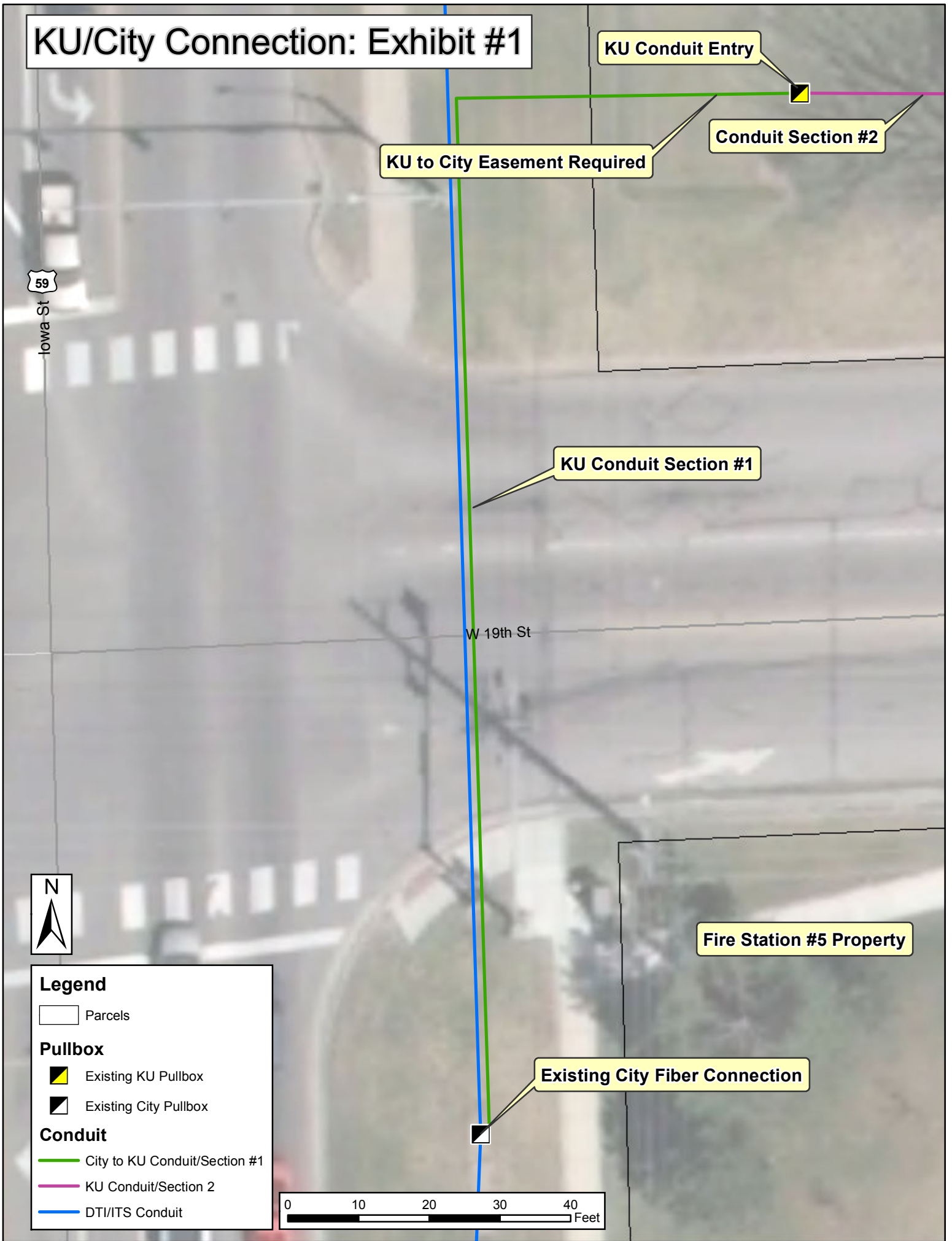
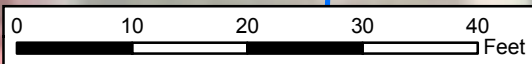
Fire Station #5 Property

Existing City Fiber Connection



**Legend**

- Parcels
- Pullbox**
  - Existing KU Pullbox
  - Existing City Pullbox
- Conduit**
  - City to KU Conduit/Section #1
  - KU Conduit/Section 2
  - DTI/ITS Conduit





# KU/City Connection: Exhibit #2

Telecommunications Space #1

Ellsworth- Fiber Demarc in Basement

Iowa St  
59

Conduit Section #2

KU to City Easement Required

KU Conduit Entry

W 19th St



## Legend

Parcels

## Pullbox

Existing KU Pullbox

Existing City Pullbox

## Conduit

City to KU Conduit/Section #1

KU Conduit/Section #2

DTI/ITS Conduit

Conduit Section #1

Existing City Fiber Connection

Fire Station #5

