

ADDENDUM 5

FIFTH ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING "Fiber Optic Network Agreement"

Between The City of Lawrence, Kansas ("The City")
and
Douglas County, Kansas ("The County")

Dated: December __, 2015

This addendum shall apply to **THE MEMORANDUM OF UNDERSTANDING**, subtitled
"Fiber Optic Network Agreement" dated _____, 2014, by and
between the City of Lawrence, Kansas, a municipal corporation,
and Douglas County, Kansas, a Kansas county.

Douglas County Fairgrounds Project

Section 1

Description of Fiber Optic Network

Background

The County wishes to connect the Douglas County Fairgrounds to its fiber optic network ("The Douglas County Fairgrounds Project"). To that end, the County agrees to pay for the installation of conduit and fiber optic cable traversing north from the handhole located at the northwest corner of the intersection of 23rd Street and Harper Street to the handhole located southeast of the intersection of Davis Road and Harper Street ("Harper Street Conduit") and from there eastward to the Dreher Building at the Douglas County Fairgrounds ("Fairgrounds Conduit"). In exchange for its use of the Right of Way and access to fiber optic cable in the City's Verizon Conduit and 6th Street Conduit, the County will grant to the City ownership of the Harper Street Conduit and all fiber optic cable located therein. The City agrees to oversee the installation of the conduit and fiber optic cable. The proposed run of fiber optic cable will replace fiber optic cables that the County currently leases and will allow the County to have more connectivity options for fallover data at that location. The project will permit the City to connect the Harper Street Water Tower and Fire Station #~~3~~2 to its fiber optic network. (A map showing the relevant handholes and the path of the conduit is affixed hereto as Exhibit A and is incorporated herein by reference).

Pathway

The City shall, at the sole expense of the County, oversee the installation of conduit traversing generally northward, under Harper Street, from the handhole located at the northwest corner of the intersection of 23rd Street and Harper Street to the handhole located southeast of the intersection of Davis Road and Harper Street ("Harper Street Conduit") and then, from that handhole, eastward to the Dreher Building located at the Douglas County Fairgrounds ("Fairgrounds Conduit"). The City shall own the Harper Street Conduit and the County shall own the Fairgrounds Conduit.

Fiber

The City shall, at the sole expense of the County, oversee the installation of 288 strands of fiber optic cable in the Harper Street Conduit and ~~28-24~~ strands of fiber optic cable in the Fairgrounds Conduit.

The City shall own and be responsible for the 288 strands of fiber optic cable installed in the Harper Street Conduit.

The County shall own and be responsible for the ~~28-24~~ strands of fiber optic cable installed in the Fairgrounds Conduit.

The County shall retain -- at no cost to the County and for as long as it needs them or the Harper Street Conduit remains in use -- exclusive use of 48 strands of fiber optic cable located in the Harper Street Conduit, identified as follows: (1) Brown Buffer Tube, numbers 37 to 48; Slate (Gray) Buffer Tube, numbers 49 to 60; (3) White Buffer Tube, numbers 61 to 72; and (4) Red Buffer Tube, numbers 73-84.

The County shall also have -- at no cost to the County and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of 12 strands of fiber optic cable in the City's Verizon Conduit located in the Green Buffer Tube, numbers 25-36.

The County shall also have -- at no cost to the County and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of 12 strands of fiber optic cable in the City's 6th Street Conduit between Wakarusa Drive and Iowa Street located in the ~~Brown Buffer Tube, numbers 25-36~~Brown Buffer Tube, numbers 37-48.

Costs

The County shall be responsible for all costs of the Douglas County Fairgrounds Project. The City shall be responsible for hiring K&W Underground to complete the Douglas County Fairgrounds Project and for overseeing the work. Before the work is completed, the County will issue to the City a PO in the amount of the estimated cost of the project. At the conclusion of the Douglas County Fairgrounds Project, the City will pay K&W Underground for its work. If the cost of the work is less than the estimated cost of the project, then the City will refund the balance to the County. If the cost of the work is more than the estimated cost of the project, then the County shall reimburse the City, upon the City's invoice, for all costs exceeding the estimate.

Access

The County shall have access to the 48 strands of fiber located in the Harper Street Conduit, the 12 strands of fiber located in the Verizon Conduit, and the 12 strands of fiber located in the 6th Street Conduit by contacting the City as set forth below.

Contacts

Contact information for this specific Addendum is as follows:

1. **For the City**
James Wisdom, I.T. Department, +1-785-423-2799
Todd Lohman, Public Works/Traffic Division, +1-785-423-3339
2. **For the County**
Jim Lawson, jlawson@douglas-county.com; 785-832-5183

Rights and Obligations

The parties agree that the rights and obligations of the parties are as follows:

1. The County shall be responsible for all costs of the Douglas County Fairgrounds Project, including all costs of conduit and fiber optic cable and the costs of installation of the Harper Street Conduit, the Fairgrounds Conduit, 288 strands of fiber optic cable in the Harper Street Conduit, and ~~28~~24 strands of fiber optic cable in the Fairgrounds Conduit.
2. The City shall be responsible for hiring K&W Underground to complete the Douglas County Fairgrounds Project and shall be responsible for overseeing the work.
3. The City shall, using funds issued to it by the County in the amount of the estimated cost of the Douglas County Fairground Project, pay K&W Underground for its work. If the cost of the work is less than the estimated cost of the project, then the City will refund the balance to the County. If the cost of the work is more than the estimated cost of the project, then the County shall reimburse the City, upon the City's invoice, for all costs exceeding the estimate.
4. The City shall own the Harper Street Conduit and the 288 strands of fiber optic cable installed therein.
5. The County shall own the Fairgrounds Conduit and the ~~28~~24 strands of fiber optic cable installed therein.
6. The County shall -- at no cost to the County and for as long as it needs them or the Harper Street Conduit remains in use -- have exclusive use of 48 strands of fiber optic cable located in the Harper Street Conduit, identified as follows: (1) Brown Buffer Tube, numbers 37 to 48; Slate (Gray) Buffer Tube, numbers 49 to 60; (3) White Buffer Tube, numbers 61 to 72; and (4) Red Buffer Tube, numbers 73-84.

7. The City shall be responsible for maintenance and repairs of the fiber optic cable located in the Harper Street Conduit.
8. The County shall be responsible for maintenance and repairs of the fiber optic cable located in the Fairgrounds Conduit.
9. The City shall be responsible for all locates within the Harper Street Right of Way.
10. The County shall have -- at no cost to the County and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of 12 strands of fiber optic cable in the City's Verizon Conduit located in the Green Buffer Tube, numbers 25-36.
11. The County shall have -- at no cost to the County and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of 12 strands of fiber optic cable in the City's 6th Street Conduit [between Wakarusa Drive and Iowa Street](#) located in the ~~Brown Buffer Tube, numbers 25-36~~[Brown Buffer Tube, numbers 37-48](#).
12. The County shall be responsible for all splicing costs related to its 48 strands located in the Harper Street Conduit, the 12 strands in the Verizon Conduit, and the 12 strands located in the 6th Street Conduit [between Wakarusa Drive and Iowa Street](#).
13. The County shall contact the City for access to its fiber, as described in the preceding paragraph, in order to arrange for any splicing of those fiber optic cables.
14. The City may, at its sole cost and expense, and if it so chooses, use the Harper Street Conduit and the fiber optic cable located therein to connect the Harper Street Water Tower and Fire Station #~~3~~[2](#) to its fiber optic network.

Section 2

IN ALL OTHER RESPECTS, except as expressly modified herein, the terms and conditions of the Memorandum of Understanding shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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

CITY:
CITY OF LAWRENCE, KANSAS, a municipal corporation

DIANE STODDARD
Interim City Manager

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ____ day of December, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came Diane Stoddard, as Interim 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:

COUNTY:
DOUGLAS COUNTY, KANSAS, a Kansas County

G Craig Weinaug
County Administrator

ACKNOWLEDGMENT

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

BE IT REMEMBERED, that on this ___ day of December, 2015, before me the undersigned, a notary public in and for the County and State aforesaid, came G Craig Weinaug, County Administrator of Douglas County, 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: