

## ADDENDUM 6

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

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

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Dated: December \_\_, 2015

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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.

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#### Douglas County Jail Project

## Section 1

### Description of Fiber Optic Network

#### Background

The County wishes to connect the Douglas County Jail Facility and the Douglas County Public Works Facility to its fiber optic network ("Douglas County Jail Project"). To that end, the County agrees to pay for the installation of conduit and fiber optic cable traversing south from the handhole located at the northwest corner of the intersection of East 23rd Street and Franklin Road to the intersection of East 25th ~~Street~~/Terrace and Franklin Road and then southeast along East 25th ~~Terrace~~~~Street~~ to the handhole located just north of the Douglas County Jail. In exchange for its use of the Right of Way and the City's oversight of the Douglas County Jail Project, the County will grant to the City exclusive use of 12 strands of fiber optic cable extending through the Douglas County Jail Project to the handhole located ~~south-north~~ of the Douglas County Public Works Facility and into the Douglas County Public Works Facility. The conduit and fiber optic cable constituting the Douglas County Jail Project will replace fiber optic cables that the County currently leases. The project will permit the City to connect Pump Station #34 and the Douglas County Jail to its fiber network, if it so chooses. (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 southward from the northwest corner of the intersection of East 23rd Street and Franklin Road to the intersection of East 25th ~~Street/Terrace~~ and Franklin Road and then to the southeast along East 25th ~~Terrace Road~~Street to the handhole located just northeast of the Douglas County Jail Facility in the East 25th ~~Terrace-Street~~ Right of Way ("Douglas County Jail Conduit"). The County shall retain ownership of the Douglas County Jail Conduit.

## **Fiber**

The City shall, at the sole expense of the County, oversee the installation of 48 strands of fiber optic cable in the Douglas County Jail Conduit.

The County shall own and be responsible for the 48 strands of fiber optic cable installed in the Douglas County Jail Conduit.

The City shall have -- at no cost to the City and for as long as it needs them or the Douglas County Jail Conduit is in use -- exclusive use of 12 strands of fiber optic cable that extends through the Douglas County Jail Conduit to the handhole located ~~south-north~~ of the Douglas County Public Works Facility (identified as Facility ID: 1270 in Exhibit A) and into the Douglas County Public Works Facility located in the Blue Buffer Tube, numbers 1-12.

## **Cost**

The County shall be responsible for all costs of the Douglas County Jail Project. The City shall be responsible for hiring K&W Underground to complete the Douglas County Jail 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 Jail 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 City shall have access to the 12 strands of fiber optic cable that extends through the Douglas County Jail Conduit to the handhole located ~~south-north~~ of the Douglas County Public Works Facility (identified as Facility ID: 1270 in Exhibit A) and into the Douglas County Public Works Facility at the handholes shown on Exhibit A and shall, in no instance, except when authorized by the County, have access to the County's strands of fiber optic cable.

## **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**

## 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 Jail Project, including all costs of conduit and fiber optic cable and the costs of installation.
2. The City shall be responsible for hiring K&W Underground to complete the Douglas County Jail 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 County shall own the Douglas County Jail Conduit and the ~~28-48~~ strands of fiber optic cable installed therein.
5. The City shall -- at no cost to the City and for as long as it needs them or the ~~Harper Street Conduit~~ [Douglas County Jail Conduit](#) -- remains in use -- have exclusive use of 12 strands of fiber optic cable that extends through the Douglas County Jail Conduit to the handhole located ~~south-north~~ of the Douglas County Public Works Facility (identified as Facility ID: 1270 in Exhibit A) [and into the Douglas County Public Works Facility](#) located in the Blue Buffer Tube, numbers 1-12.
6. The County shall be responsible for maintenance and repairs of the fiber optic cable located in the Douglas County Jail Conduit. However, the City will responsible for coordinating all maintenance and repairs in behalf of the County.
7. The City shall be responsible for all locates within the Franklin Road and East 25th Street ~~/~~-Terrace Rights of Way.
8. The County shall be responsible for all splicing costs related to its 36 strands located in the Douglas County Jail Conduit. However, the City will be responsible for coordinating the splicing in behalf of the County
9. The City shall be responsible for all splicing costs related to its 12 strands of fiber optic cable located in the Douglas County Jail Conduit.

## 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.

**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            )  
  )     ss:  
THE COUNTY OF DOUGLAS        )

**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**

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G Craig Weinaug  
County Administrator

**ACKNOWLEDGMENT**

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

**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.

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Notary Public

My Appointment Expires: