

ADDENDUM 1

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

Between The City of Lawrence, Kansas ("The City")
and
Lawrence Memorial Hospital ("LMH")

Dated: December __, 2015

This addendum shall apply to **THE MEMORANDUM OF UNDERSTANDING**, subtitled
"Fiber Optic Network Agreement" dated December __, 2015, by and
between the City of Lawrence, Kansas, a municipal corporation,
and Lawrence Memorial Hospital, a charitable trust
established pursuant to K.S.A. 12-1615.

LMH Main Campus

Section 1

Description of Fiber Optic Network

Background

LMH wishes to expand its fiber optic network, connecting its facilities in Lawrence, Kansas, connecting to Kansas University, creating a redundancy ring, and laying the foundation for later connection to other regional hospitals and medical care facilities. To those ends, LMH agrees to pay for the "LMH Main Campus Project," which shall consist of the following: (1) the installation of conduit and fiber optic cable traversing north along Maine Street, from the City handhole located at the southeast corner of the intersection of 6th Street and Maine Street, to Woody Park and then westward on 2nd Street to the intersection of 2nd Street and McDonald Drive; (2) the installation of thirteen (13) handholes along that pathway; and (3) the installation of conduit and fiber optic cable from that pathway to the Lawrence Surgery Center and to the LMH Main Campus at two locations. The City agrees to oversee the LMH Main Campus Project. In exchange for its use of the City's Rights of Way and for access to fiber optic cable in the City's Verizon Conduit, DTI Conduit, and 6th Street Conduit, LMH will grant to the City ownership of a portion of the LMH Main Campus Project. The LMH Main Campus Project will permit LMH to connect its facilities in Lawrence, Kansas, and to create a redundancy ring. The LMH Main Campus Project will permit the City to augment 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

Main Pathway Conduit

The City shall, at the sole expense of LMH, oversee the installation of three (3) one and one-quarter inch (1 1/4") HDPE conduits traversing generally northward along Maine Street, from the City handhole located at the southeast corner of the intersection of 6th Street and Maine Street, to Woody Park, and then westward, along 2nd Street, to the intersection of 2nd Street and McDonald Drive ("Main Pathway Conduit"). The City shall own the Main Pathway Conduit.

The City shall, at the sole expense of LMH, oversee the installation of thirteen (13) Tier-15 36-inch by 24-inch (36" x 24") handholes ("Main Pathway Handholes") along the path of the Main Pathway Conduit. The locations of the thirteen (13) handholes are shown on Exhibit A. The City shall own the Main Pathway Handholes.

The Surgery Center Conduit

The City shall, at the sole expense of LMH, oversee the installation of one (1) one and one-quarter inch (1 1/4") HDPE conduit traversing generally westward, from the new City handhole to be constructed at the northeast corner of the intersection of 6th Street and Maine Street, to the Lawrence Surgery Center located at 1112 West 6th Street ("Surgery Center Conduit"). LMH shall own the Surgery Center Conduit.

The South Entry Conduit

The City shall, at the sole expense of LMH, oversee the installation of one (1) one and one-quarter inch (1 1/4") HDPE conduit traversing generally westward, from the new City handhole to be constructed at 330 Maine Street, under Maine Street, to the existing LMH Main Campus South Entry Handhole ("South Entry Conduit"). LMH shall own the South Entry Conduit.

The North Entry Conduit

The City shall, at the sole expense of LMH, oversee the installation of one (1) one and one-quarter inch (1 1/4") HDPE conduit traversing generally westward, from the new City handhole located at 200 Maine Street, under Maine Street, to the existing LMH Main Campus North Entry Handhole ("North Entry Conduit"). LMH shall own the North Entry Conduit.

Fiber

Main Pathway Fiber

The City shall, at the sole expense of LMH, oversee the installation of 288 strands of fiber optic cable ("Main Pathway Fiber") in the Main Pathway Conduit. The City shall own and be responsible for the Main Pathway Fiber.

LMH shall retain -- at no cost to LMH and for as long as it needs them or the Main Pathway Conduit remains in use -- exclusive use of 48 strands of fiber optic cable located in the Main Pathway Conduit, identified as follows: Slate Buffer Tube, White Buffer Tube, Red Buffer Tube, and Black Buffer Tube, numbers 49-96.

The Surgery Center Fiber

The City shall, at the sole expense of LMH, oversee the installation of 24 strands of fiber optic cable ("Surgery Center Fiber") in the Surgery Center Conduit. LMH shall own and be responsible for the Surgery Center Fiber.

The South Entry Fiber

The City shall, at the sole expense of LMH, oversee the installation of 24 strands of fiber optic cable ("South Entry Fiber") in the South Entry Conduit. LMH shall own and be responsible for the South Entry Fiber.

North Entry Fiber

The City shall, at the sole expense of LMH, oversee the installation of 24 strands of fiber optic cable ("North Entry Fiber") in the North Entry Conduit. LMH shall own and be responsible for the North Entry Fiber.

Verizon Fiber

LMH shall also have -- at no cost to LMH and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's Verizon Conduit (west of Iowa Street only) located in the Black Buffer Tube, numbers 85-90.

DTI Fiber

LMH shall also have -- at no cost to LMH and for as long as it needs them or the DTI Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's DTI Conduit located in the Striped Blue Buffer Tube, numbers 145-150.

6th Street Fiber

LMH shall also have -- at no cost to LMH and for as long as it needs them or the 6th Street Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's 6th Street Conduit located in the Black Buffer Tube, numbers 85-90.

Costs

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

Access

LMH shall have access to the 48 strands of fiber located in the Main Pathway Conduit, the six (6) strands of fiber located in the Verizon Conduit, the six (6) strands of fiber located in the DTI Conduit, and the six (6) 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 LMH

Tyler Palmer, I. T., 785-505-3188 or 785-691-6647

Mike Nix, I. T., 785-505 2968 or 913-488-6136

Rights and Obligations

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

1. LMH shall be responsible for all costs of the LMH Main Campus Project, including all costs of conduit and fiber optic cable and the costs of installation of the Main Pathway Conduit, the Surgery Center Conduit, the South Entry Conduit, the North Entry Conduit, 288 strands of fiber optic cable to be installed in the Main Pathway Conduit (Main Pathway Fiber), 24 strands of fiber optic cable to be installed in the Surgery Center Conduit (Surgery Center Fiber), 24 strands of fiber optic cable to be installed in the South Entry Conduit (South Entry Fiber), and 24 strands of fiber optic cable to be installed in the North Entry Conduit (North Entry Fiber).
2. The City shall be responsible for hiring K&W Underground to complete the LMH Main Campus Project and shall be responsible for overseeing the work.
3. The City shall, using funds issued to it by LMH in the amount of the estimated cost of the LMH Main Campus 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 LMH. If the cost of the work is more than the estimated cost of the project, then LMH shall reimburse the City, upon the City's invoice, for all costs exceeding the estimate.
4. The City shall own the Main Pathway Conduit and the 288 strands of fiber optic cable (Main Campus Fiber) installed therein.
5. LMH shall own the Surgery Center Conduit and the 24 strands of fiber optic cable (Surgery Center Fiber) installed therein.
6. LMH shall own the South Entry Conduit and the 24 strands of fiber optic cable (South Entry Fiber) installed therein.
7. LMH shall own the North Entry Conduit and the 24 strands of fiber optic cable (North Entry Fiber) installed therein.
8. LMH shall -- at no cost to LMH and for as long as it needs them or the Main Pathway Conduit remains in use -- have exclusive use of 48 strands of fiber optic cable located in the Main Pathway Conduit, identified as follows: Slate Buffer Tube, White Buffer Tube, Red Buffer Tube, and Black Buffer Tube, numbers 49-96.

9. The City shall be responsible for maintenance and repairs of the Main Pathway Fiber located in the Main Pathway Conduit.
10. LMH shall be responsible for maintenance and repairs of the Surgery Center Fiber, the South Entry Fiber, and the North Entry Fiber, located respectively in the Surgery Center Conduit, the South Entry Conduit, and the North Entry Conduit.
11. The City shall be responsible for all locates within the City's Rights of Way.
12. LMH shall be responsible for all locates on LMH property.
13. LMH shall have -- at no cost to LMH and for as long as it needs them or the Verizon Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's Verizon Conduit (west of Iowa Street only) located in the Black Buffer Tube, numbers 85-90.
14. LMH shall have -- at no cost to LMH and for as long as it needs them or the DTI Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's DTI Conduit located in the Striped Blue Buffer Tube, numbers 145-150.
15. LMH shall have -- at no cost to LMH and for as long as it needs them or the 6th Street Conduit is in use -- exclusive use of six (6) strands of fiber optic cable in the City's 6th Street Conduit located in the Black Buffer Tube, numbers 85-90.
16. LMH shall be responsible for all splicing costs related to the 48 strands of fiber optic cable located in the Main Pathway Conduit, the Surgery Center Fiber, the South Entry Fiber, the North Entry Fiber, the six strands located in the Verizon Conduit, the six located strands in the DTI Conduit, and the six strands located in the 6th Street Conduit.
17. LMH 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.

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 First 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:

**LMH:
LAWRENCE MEMORIAL HOSPITAL, a charitable
trust established pursuant to K.S.A. 12-1615**

EUGENE W. MEYER
President and CEO

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 Eugene W. Meyer, President and CEO of Lawrence Memorial Hospital, a charitable trust established pursuant to K.S.A. 12-1615, 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: