

ADDENDUM 2

SECOND 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 South

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 wishes to connect LMH South to its fiber optic network. LMH agrees to pay for the installation of conduit and fiber optic cable traversing south on Kasold Drive, from the City handhole located at the northeast corner of the intersection of Clinton Parkway and Kasold Drive, to a new handhole to be constructed at the northeast corner of the intersection of Clinton Place and Kasold Drive and, from there, generally southwest under Kasold Drive to LMH South ("LMH South Project"). The City agrees to oversee the installation of the conduit and fiber optic cable. In exchange for its use of the City's Right of Way and for the City's oversight of the project, LMH will grant to the City ownership of a portion of the LMH South Project and the Main Campus Conduit and Main Campus Fiber described in Addendum 1. The LMH South Project will permit LMH to connect LMH South to its fiber optic network. The LMH South Project, together with what it will receive in Addendum 1, 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

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 southward, under Clinton Parkway, from the City handhole located at the northeast corner of the intersection of Clinton Parkway and Kasold Drive to a new handhole to be located at the northeast corner of Clinton Place and Kasold Drive ("Kasold Drive Conduit"). The City shall own the Kasold Drive Conduit.

The City shall, at the sole expense of LMH, oversee the installation of one (1) new Tier-15 36-inch by 24-inch (36" x 24") handhole to be located generally in the City's Right of Way at the northeast corner of the intersection of Clinton Place and Kasold Drive. The City shall own the new handhole.

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 southwest, from the new handhole to be located at the northeast corner of the intersection of Clinton Place and Kasold Drive, under Kasold Drive, to LMH South ("LMH South Conduit"). LMH shall own the LMH South Conduit.

Fiber

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

Costs

LMH shall be responsible for all costs of the LMH South Project. The City shall be responsible for hiring K&W Underground to complete the LMH South 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 South 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

The County shall have access to the LMH South Fiber 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 South Project, including all costs of the conduit and fiber optic cable and the costs of installation of the Kasold Drive Conduit, the handhole to be located at the northeast corner of the intersection of Clinton Place and Kasold Drive, the LMH South Conduit, and the LMH South Fiber.
2. The City shall be responsible for hiring K&W Underground to complete the LMH South 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 South 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 and be responsible for the Kasold Drive Conduit and the new handhold to be installed at the northeast corner of the intersection of Clinton Place and Kasold Drive. Additionally, as consideration for its work on the LMH South Project, the City shall receive the Main Campus Conduit and Main Campus Fiber as described in Addendum 1.
5. LMH shall own the LMH South Conduit and the LMH South Fiber.
6. LMH shall be responsible for maintenance and repairs of the LMH South Fiber.
7. The City shall be responsible for all locates within its Rights of Way.
8. LMH shall be responsible for all locates on its property.
9. LMH shall be responsible for all splicing costs involving the LMH South Fiber.
10. LMH shall contact the City for access to the LMH South 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 Second 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:

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)
) 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 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: