

## ADDENDUM 3

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

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

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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 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.

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#### LMH West

### 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 West to its fiber optic network. LMH agrees to pay for the installation of conduit and fiber optic cable traversing west on 6th Street, from the City handhole located at the northwest corner of the intersection of 6th Street and Folks Road, to a new handhole to be constructed on the north side of 6th Street and, from there, south under 6th Street to LMH West ("LMH West 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 the Main Campus Conduit and Main Campus Fiber described in Addendum 1 and a portion of the LMH South Project described in Addendum 2. The LMH West Project will permit LMH to connect LMH West to its fiber optic network. That which LMH has granted the City in Addendum 1 and Addendum 2 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 one (1) one and one-quarter inch (1 1/4") HDPE conduits traversing generally west, from the City handhole located at the northwest corner of the intersection of 6th Street and Folks Road, to a new handhole to be located on the north side of 6th Street.

The City shall, at the sole expense of LMH, oversee the installation of a new Tier-15 36-inch by 18-inch (36" x 18") handhole to be located generally in the City's Right of Way, on the north side of 6th Street directly across from the west property line of the LMH West property.

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 south, from the new handhole to be located on the north side of 6th Street, to LMH West.

LMH shall own and be responsible for the conduit, the new handhole, and the fiber installed in the conduit constituting the LMH West Project.

## **Fiber**

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

## **Costs**

LMH shall be responsible for all costs of the LMH West Project. The City shall be responsible for hiring K&W Underground to complete the LMH West 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 West 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 24 strands of fiber located in the LMH West Project 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 West Project, including all costs of the conduit and fiber optic cable and the costs of installation of the conduit, the handhole to be located on the north side of 6th Street, and the LMH West Fiber.
2. The City shall be responsible for hiring K&W Underground to complete the LMH West 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 West 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. LMH shall own and be responsible for the conduit, the new handhole, and the LMH West Fiber constituting the LMH West Project.
5. LMH shall be responsible for maintenance and repairs of the fiber optic cable located in the LMH West Project.
6. The City shall be responsible for all locates within the 6th Street Right of Way.
7. LMH shall be responsible for all locates on its property.
8. LMH shall be responsible for all splicing costs related to the LMH West Fiber.
9. LMH shall contact the City for access to the LMH West Fiber, as described in the preceding paragraph, in order to arrange for any splicing of those fiber optic cables.
10. As consideration for its work on the LMH West Project and use of its Right of Way, the City shall receive the Main Pathway Conduit, the Main Pathway Handholes, and the Main Pathway Fiber as described in Addendum 1 and the Kasold Drive Conduit and the handhole described in Addendum 2.

## 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 Third 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**

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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.

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Notary Public

My Appointment Expires: