

ADDENDUM 5

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

**Between The City of Lawrence, Kansas ("The City")
and
The University of Kansas, a public educational institution
and agency of the State of Kansas ("KU")**

Dated: January _____, 2019

This addendum shall apply to **THE MEMORANDUM OF UNDERSTANDING** titled **"Fiber Optic Network Agreement"** dated March 28, 2013, by and between the City of Lawrence, Kansas, a municipal corporation, and the University of Kansas, a State institution of higher education.

Section 1

Description of Fiber Optic Project: KU / Greenway Drive Fiber Connectivity Extension

The City of Lawrence and the University of Kansas seek to expand the installation of fiber optic underground cable to expand their fiber networks operated by the respective parties in the City of Lawrence, Kansas. By this Addendum, KU seeks to extend fiber optic cable to their facility located at 3813 Greenway Drive, in the East Hills Business Park. The City seeks to extend conduit in the East Hills Business Park to improve connectivity options in the future, as stated in the City's Strategic Plan.

General Responsibilities and terms:

As more fully set forth below, KU agrees that it will fund the installation of a section of conduit, connecting to an existing City conduit and handhole located at 23rd and East Hills Drive that will be extended north on East Hills Drive, then east on Greenway Drive in the East Hills Business Park, for the purpose of connecting to KU's facility at 3813 Greenway Drive.

KU will install a 24-strand-count single-mode fiber in one conduit of the conduit route and the City agrees to grant to KU use of the 24 strands of the fiber cable installed in the conduit route.

The City also agrees to support KU's limited use of the City's rights of way for the purpose of connecting KU properties to their facility at 3813 Greenway Drive.

Specifications and Qualifications:

KU and the City have mutually agreed on the conduit and fiber type and qualified manufacturer(s) of related components as specified in the City of Lawrence Project PW1802 and City Sealed Bid 1804. KU and the City agree to install the conduit and handholes per established City standards.

Section 2

Conduit Route:

General Description: One conduit path described as the KU/Greenway Drive Fiber Connectivity Extension. This shall be a new section of three (3) 1-1/4 inch O.D. HDPE underground conduit generally running from an existing City-owned handhole located on the northeast corner of 23rd Street and East Hills Drive, heading northward along East Hills Drive to a new City handhole located on the southeast corner of the intersection of East Hills Drive and Greenway Drive to a new handhole on the south side of Greenway Drive in the City's right of way near KU's facility at 3813 Greenway Drive.

Exhibit: See Exhibit 1-Addendum 5, for a map of the Conduit Route, ownership identification, and locate responsibilities.

Starting Point: Starting at handhole on E 23rd Street & East Hills Drive:

(Latitude, longitude): 38.942779, -95.187091

Greenway Drive & East Hills Drive:

(Latitude, longitude): 38.944407, -95.187228

Ending Point of City Responsibility in the right-of-way at 3813 Greenway Drive:

(Latitude, longitude): 38.944237, -95.185224

Conduit Size, Type, and Quantity: Bundle of three (3) 1-1/4 inch O.D. High-Density Polyethylene (HDPE) conduit installed per City specification standards.

Ownership/Maintenance: The City will own and maintain the conduit and any cables installed in the conduit to the point it transitions to KU-owned infrastructure. The City will own that portion of conduit located on property owned by the City or in existing City easements. One (1) conduit shall be dedicated for KU/City

collaboration and their associated public agency partners, use only. The other two (2) shall be for future use as determined by the City.

Cost & Fees: KU and the City agree to contract with a mutually-agreed upon contractor, Rylie Equipment, for conduit and fiber installation for this project which was awarded on to Rylie Equipment on City Project PW1802, City Sealed Bid 1804.

KU agrees to fund the costs, quoted by Rylie Equipment at \$26,474.75 using the material and labor prices per City Sealed Bid 1804.

KU also agrees to pay the City of Lawrence the invoiced amount upon completion of the conduit and fiber installation by Rylie Equipment.

Use of Conduit/Fiber: KU is hereby granted the right to use 24 strands of fiber within this pathway. The City will use this conduit as part of the City's fiber strategy and fiber programs.

Termination: In the event of termination of the Memorandum of Understanding, or this Addendum, KU shall retain an irrevocable right to use (IRU) 24 strands of fiber in this conduit pathway and associated handholes/cabinets at no cost in return for KU's investment in the conduit/fiber project, and that IRU shall remain in place for 30 years after the date of termination.

Rights and Obligations

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

1. KU will pay for the costs of the KU/Greenway Drive Fiber Connectivity Extension Project as outlined in this Addendum, including all costs of conduit, handholes, splice cases, fiber optic cable, splicing costs, and the costs of installation to the KU building located at 3813 Greenway Drive.
2. KU will be responsible for paying the City the amount billed by the contractor upon completion of the project.
3. KU--at no cost to KU, for as long as it needs them or the conduits and fiber in the Noria Road Conduit Route remain in use – shall have exclusive use of the 24 strands of fiber optic cable in the Conduit Route as described in Section 2.
4. KU will be responsible for locates on property owned by KU and or the Board of Regents. KU Facilities and/or Information Technology Departments will be responsible for locates on KU property.
5. KU will be responsible for coordinating any work in facilities owned by KU and or the Board of Regents.

6. City inspectors will oversee the installation of conduit in the City's right of way.
7. The City will be responsible for working with the contractor to obtain any City or County related permits to this project.
8. The City shall own the bundle of three (3) 1-1/4" conduit, handholes and splice cases installed in the City's right of way as outlined in this project to use at the City's discretion.
9. The City shall be responsible for maintenance and repairs of the fiber optic cable located in the City right of way of the Conduit Route.
10. The City will be responsible for locates in the right-of-way on East Hills Drive and Greenway Drive portion of the Conduit Route, up to where it transitions to KU owned property, as shown in Exhibit 1.
11. The City is not responsible for unforeseen expenses related to this project.

Contacts:

Contact information for this specific Addendum to the MOU:

For KU

Maintenance and Construction

Primary: Mike McClammer, +1-785-864-6530

Secondary: T.J. Droge, +1-785-864-9366

Emergency/After Hours Contact:

Network Operations Center (NOC)... +1 785-864-0110

For the City

Maintenance and Construction

Primary: James Wisdom, I.T. Department, +1-785-423-2799

Secondary: Craig Lutz, MSO/Traffic Division, +1-785-423-3340

Emergency/After Hours Contact:

Primary: James Wisdom, I.T. Department, +1-785-423-2799

Secondary: Craig Lutz, MSO/Traffic Division, +1-785-423-3340

IN ALL OTHER RESPECTS, the terms and conditions of the Memorandum of Understanding shall remain in full force and effect, except as specifically modified by this Addendum.

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

**CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation**

THOMAS M. MARKUS
City Manager

ACKNOWLEDGMENT

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


BE IT REMEMBERED, that on this ____ day of _____, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as 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:

**KU:
THE UNIVERSITY OF KANSAS, a
public educational institution and
agency of the State of Kansas**



MARY WALSH
CIO (Chief Information Officer)




DR. CARL LEJUEZ
Interim Provost and Executive Vice
Chancellor

ACKNOWLEDGMENT

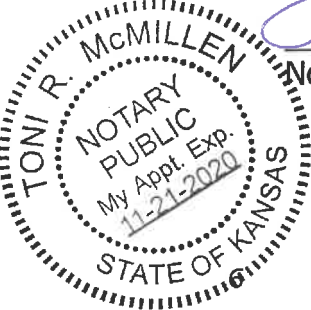
THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 7th day of January, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Mary Walsh and Dr. Carl Lejuez, as Chief Information Officer and Interim Provost and Executive Vice Chancellor of the University of Kansas, respectively, who are personally known to me to be the same persons 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: