

AMENDMENT TO AGREEMENT FOR USE OF FIBEROPTIC STRANDS

THIS AMENDMENT, made this ____ day of _____, 2009, between the The BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN-MADISON, DIVISION OF INFORMATION TECHNOLOGY (hereinafter referred to as "UW") and the City of Madison (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS CITY and UW, by a separate AGREEMENT, dated March 23, 2007, (hereinafter, the "Master Fiberoptic Agreement"), have previously entered into a contractual relationship for use of fiberoptic strands in CITY conduit, and

WHEREAS, the UW and CITY wish to amend the Master Fiberoptic Agreement in order to add fiberoptic strands with terms for their use.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. This AMENDMENT incorporates the terms of the Master Fiberoptic Agreement, which shall remain in full force and effect, unchanged in any manner by this AMENDMENT except as expressly set forth herein.
2. The CITY will allow the UW to install conduit and fiberoptic strands in public right of way listed below:
 - a. DoIT (1210 W Dayton St) to Meriter (Park St): 48 fiberoptic strands
 - b. Meriter (Park St) to Park/Erin Splice point: 48 fiberoptic strands
 - c. Park/Wingra Splice point to Badger/Park: 96 fiberoptic strands
 - d. Badger/Park to Meriter (Novation campus): 48 fiberoptic strands
 - e. Meriter (Novation campus) to John Nolen Splice point: 48 fiberoptic strands
3. Such conduit and fiberoptic strands shall become the property of the CITY upon installation.
4. The CITY will allow the UW to use up to 12 existing fiberoptic strands along Park St (Erin to Wingra), along John Nolen Drive and Olin Avenue extending to City County Building (CCB); and along downtown streets linking CCB to DoIT via the W Johnson St primary route. Together with fiberoptic strands installed under item #2 above, this will provide a complete 12 fiberoptic ring from DoIT to Meriter (Park St) to Meriter (Novation campus) to CCB and back to DoIT
5. All costs for installation work under items #2 and 4 above are the responsibility of the UW, including CITY time and material.
6. The CITY will waive annual rent payments for the 12 strand fiberoptic ring identified in #2 and #4 above for ten (10) years following the effective date of this AMENDMENT.

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Dane-Madison Addendum #1 to Master Signal Agreement

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ADDENDUM OF AGREEMENT with City of Madison

Thereafter, the rent set forth in the Master Fiberoptic Agreement shall apply uniquely and individually to any of the following three segments that continue to be used by UW:

- a. DoIT to Meriter (Novation) via S Park St
 - b. Meriter (Novation) to CCB via John Nolen Drive
 - c. CCB to DoIT via W Johnson St primary route
7. The CITY shall not unilaterally terminate access to said 12 strand fiberoptic ring for ten (10) years from the effective date of this AMENDMENT. Thereafter, the Master Fiberoptic Agreement term lengths shall apply.
8. UW may assign its rights under this AMENDMENT to Meriter Health Services Inc. upon written notification to the CITY.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

[signatures set forth on following page]

ADDENDUM OF AGREEMENT with City of Madison

FOR THE CITY OF MADISON, WISCONSIN

By: _____
David J Cieslewicz, Mayor

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Dean Brassler, City Comptroller

Michael P. May, City Attorney

Date: _____

Date: _____

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

By: _____
Donald Miner, Assistant Vice Chancellor

Date: _____