

GRANT AGREEMENT

WHEREAS, on February 11, 2020, the City granted JMZ a franchise, the terms of which are set out in an agreement in Ordinance 4208, to install, maintain and operate a fiber optic and/or coaxial network to provide data, telecommunications and other similar services to residential and enterprise users within the City; and,

WHEREAS, JMZ has advised the City that installation of fiber optic lines into the City would be beneficial to the City and its residents; the City agrees that such services are vital to continued growth of business and industry within said City; and as a result the City has agreed to help JMZ with the costs of such additional lines and their installation.

NOW, THEREFORE on this _____ day of October, 2020, this Agreement is executed by THE CITY OF GARNETT, KANSAS ("City") and JMZ CORPORATION, doing business as KwiKom Communications ("JMZ"), and the parties agree as follows:

1. JMZ will supply, at its cost, all materials and labor to design and install fiber optic lines and service to built a system which will permit and have the capability of supplying all residents and enterprise customers within the City. The appropriate type of materials to use, along with the design and layout of fiber optic lines shall be at the discretion of JMZ. All work shall be completed in a workmanlike manner and in accordance with all applicable codes and the Franchise Agreement.

2. (a) The City hereby agrees to give and grant the sum of \$50,000.00 to JMZ ("Grant") to assist in payment of the costs of such installation. In exchange for the Grant, JMZ agrees to provide the City with Layer 2 Ethernet Network Service at each of the locations specified in Appendix A, attached hereto, as JMZ's fiber optic network becomes available at those locations.

(b) JMZ will provide for City's use, but retain ownership of, a Network Interface Device at each location, installed on each building at a location on said building as and where requested by City. Parties agree to work together to settle on installation location, etc. of the interface. The interface shall be capable of providing a minimum service level of 1000 Base-T (1 Gbps) Ethernet User-to-Network Interface (UNI) for use by the City to interconnect the City's Local Area Network (LAN) at each location. The service will provide bi-directional, full duplex transmission of Ethernet frames using standard IEEE 802.3 interface. The City will be responsible for providing at its expense its own devices to implement any IP routing, VLAN tagging or other protocols to be used over the Ethernet Network provided

by JMZ. Finally, JMZ shall at its expense and without further payment from City keep system maintained and as technologically current as possible with the installation from time to time of necessary updates thereto and modernization of equipment; provided, nothing shall be deemed to require JMZ to change, update or modernize any lines or equipment on the customer's side of the interface. All maintenance and repairs by JMZ shall be carried out without undue delay, recognizing that a significant part of City's internet traffic may be related to public safety and delivery of utility services. Distribution lines will mostly be aerial, but shall be underground in the areas specified as underground on the layout map previously furnished to City.

(c) Notwithstanding the specifics set out above, it is the parties' intent to provide, maintain and have available for City's and all residential and enterprise customer's use a modern, reliable and capable high-speed internet system.

3. Grant funds shall be paid to JMZ by the City as follows: 50% within 30 days of the execution of this Grant Agreement, and the remaining 50% at completion of the Layer 2 Ethernet Network to the City facilities specified in Exhibit A.

4. This agreement is subject to the Anderson County Board of County Commissioners for funding with JMZ to run fiber to interconnect their buildings as well. If Anderson County and JMZ fail to execute a funding agreement with JMZ within 60 days from the date of this agreement, then this agreement is null and void, and any moneys paid will be immediately refunded to the City.

IN WITNESS WHEREOF this Agreement is approved and is effective from and after the date first above written.

The City of Garnett, Kansas

JMZ Corporation (d/b/a
KwiKom Communications

by _____

by _____

ATTEST:

Zachery Peres, Pres.

City Clerk

Appendix A

City Facilities to be connected as referenced in the Grant Agreement with JMZ include the following locations:

City Hall and Police Department – 131 West Fifth Avenue

Fire Department – 132 West Fourth Avenue

Garnett Public Library – 125 West Fourth Avenue

Garnett Town Hall Center – 125 West Fifth

Street and Stormwater Department – 123 West Fifth Avenue

Public Works (South Shop) – 831 South Oak Street

Prairie Spirit Rail Trail Depot – 821 South Main Street

Power and Water Plant – 1516 South Walnut Street

Wastewater Treatment Plant – 24791 Northwest 1700 Road

Garnett Housing Authority – 116 Park Plaza North Avenue

Garnett Recreation Center – 501 North Lake Road

Parks and Cemetery Office – 512 North Lake Road

Garnett Industrial Airport – 1202 East Fourth Avenue