

GRANT AGREEMENT

GRANT AGREEMENT BETWEEN Co-Mo Comm Inc. AND City of Cole Camp REGARDING Cole Camp Fiber Construction

THIS GRANT AGREEMENT is made July xx , 2023, by and between Co-Mo Comm Inc., 29868 MO-5, Tipton, MO, 65081, hereinafter referred to as Grantee, and the City of Cole Camp 401 W. Main St, Cole Camp, MO 65325, hereinafter referred to as Grantor. Grantee and Grantor are hereinafter collectively referred to as the Parties.

I. GRANT AWARD

- A. The Grantee will construct a fiber to the home network within the city limits of the City of Cole Camp that will support high speed broadband connectivity to all residences and businesses as described in Exhibit B. The Grantee is responsible for the entire project construction including Engineering, Permitting, Placement, and Project Management to complete the project and commence broadband services to the community.
- B. The total amount payable to Grantee pursuant to this Agreement by Grantor shall be \$150,000.
- C. It is agreed and understood that this Agreement fund limit of \$150,000 is a ceiling and that Grantor will only provide this amount.
- D. The Grant Award is payable as follows:
 - \$50,000 upon execution of this agreement
 - \$100,000 upon completion of construction
- E. All infrastructure constructed is the property of Co-Mo Comm Inc.

Project Oversight

The Grantor's Project Manager is TBD.

The Grantee's Project Manager is TBD.

Project managers are responsible for coordinating the delivery of grant funding and project execution consistent with this agreement.

II. NOTICES

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

Grantee:

Co-Mo Comm Inc.
29868 MO-5
Tipton, MO, 65081

Grantor:

City of Cole
Camp
401 W. Main St
Cole Camp, MO 65325

III. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from Grantor.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A
5. **Project Implementation and Oversight.** The Grantee Project Manager will provide this function.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the Scope of Work (included in Attachment A).
7. **Media and Community Outreach Coordination.** The Grantee and Grantor agree to mutual work on any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials and/or community events related to the Project, such as groundbreaking and ribbon cutting activities.

B. Changes in Project Performance

The Grantee agrees to notify Grantor immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement.

C. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by Grantor, or other representative of Grantor is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

D. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.

- 1. No Grantor Obligations to Third Parties. In connection with the Project, the Grantee agrees that Grantor shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that Grantor may have concurred in or approved any solicitation, sub-agreement, lease, alternate payee designation, or third-party contract at any tier, Grantor has no obligations or liabilities to any entity other than the Grantee.
- 2. Equipment/Material Purchases. Grantee shall maintain ownership of any equipment or material purchased and/or installed using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement.

I. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be check or wire transfer based on instructions provided by Grantee.

B. Invoicing

Grantee will invoice the Grantor upon execution of this agreement.

C. Eligible Costs

The Grantee agrees that grant funding complies with the following requirements, unless Grantor determines otherwise in writing.

- 1. Consistent with the Project Scope of Work, and other provisions of the Agreement.

2. Necessary to accomplish the Project.
3. Reasonable for the goods or services purchased.

II. COMPLETION, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by Grantor, the Grantee agrees to submit a final certification of Project completion and final reports, as applicable.

B. Project Closeout

Project closeout occurs when Grantor notifies the Grantee that Grantor has accepted the Project Completion report.

XIV. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

B. Dispute Resolution Process

In the event Grantee has a dispute with Grantor during the performance of this Agreement, Grantee shall continue to perform unless Grantor informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to Grantor's Project Manager. The Project Manager and other appropriate Grantor staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by Grantor, Grantee may submit a request for reconsideration to Grantor's Executive. The request for reconsideration must be received within ten calendar days from the postmark date of Grantor's reply. The Grantor Executive will respond in writing to the request for reconsideration within ten working days.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for 12 months following completion, policies of insurance from insurance companies authorized to do business in the State of Missouri or the equivalent types and amounts of self-insurance, as follows:

A. General Liability

Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage.

B. Automobile Liability

For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

C. Workers' Compensation and Employer's Liability

Policy must comply with the laws of the State of Missouri.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold Grantor and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Grantor, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by Grantor, the Grantee agrees to indemnify, save, and hold harmless Grantor and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify Grantor for any such liability caused solely by the wrongful acts of Grantor employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of Grantor. Grantee shall be under the control of Grantor as to the result to be accomplished and not the means, and shall consult with Grantor as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. Grantor

shall not make any federal or state tax withholdings on behalf of Grantee. Grantor shall not be required to pay any workers' compensation insurance on behalf of Grantee.

Grantee agrees to indemnify Grantor for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which Grantor may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on behalf of Grantor

Except as Grantor may specify in writing, Grantee shall have no authority, express or implied to act on behalf of Grantor in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind Grantor or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of Grantor and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by Grantor and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Co-Mo Comm Inc. (Grantee)

John Szymanowski
Chief Operating Officer

FULL NAME
Title

Date

City of Cole Camp

Full Name
Title

Date:

ATTACHMENT A

Scope of Work, and Schedule

City of Cole Camp – Fiber to the Home

Co-Mo will construct a fiber-to-the-home network within the city limits of the City of Cole Camp, Missouri. This project will deliver high speed broadband access to the community as defined in this scope of work.

Proposed Construction

The mainline fiber construction will be primarily aerial in existing power poles, utilizing strand and fiber method, with the fiber optic cable and telecom cases distributed across approximately 12 miles throughout the Cole Camp city limits. Placement will primarily occur within the existing utility right of way and/or roadways but may require additional property easements based on final Engineering design.

The initial mainline construction does not include the fiber connection from the roadway or right of way to the individual home/business owner's buildings or structures, nor the indoor installation of routing equipment. A separate fee*, described below, would be charged to each resident/business for this property work as services are ordered.

Co-Mo would request the City's support in obtaining additional property easements as required to facilitate the most effective network design and placement of any communication cabinets.

Co-Mo Connect will construct fiber optic infrastructure within the city limits of Cole Camp to provide the following services to the city:

- Internet Access with 100Mbps, 250Mbps, and 1Gbps Service Plans (upload and download with no bandwidth caps)
- TV – HALO services
- Home Phone

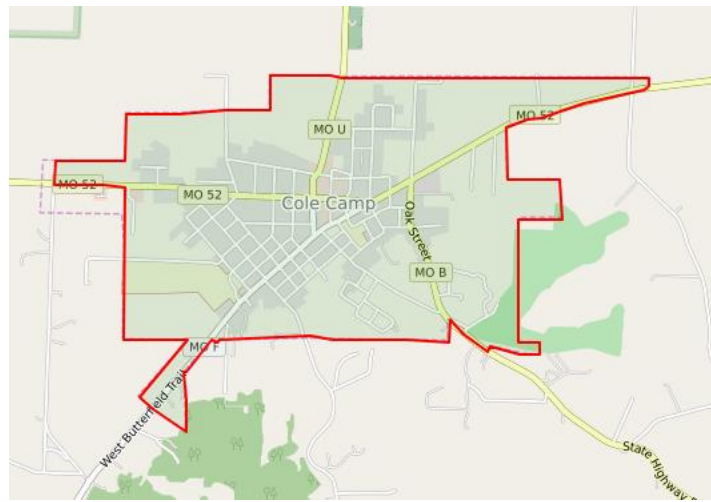
Co-Mo Connect will build, at no additional cost, a wireless network to serve the downtown area of Cole Camp by working with local businesses to install wireless access points and repeaters stations that will accommodate public internet service coverage.

(Details of these plans are documented in Exhibit B, Business Rates are outlined in Exhibit C.)

*A discounted \$50 promotional installation fee would be charged to residents at sign-up during the construction period and for a minimum of 30 days after in order to cover up to 350' of aerial or buried fiber line extension from the fiber cases on the fiber infrastructure to the Network Interconnection Device (NID) which is installed on the home. Buried fiber runs >350' are staked by Co-Mo's Engineering team and charged based on footage. Basic indoor fiber cabling from the NID to the Co-Mo supplied router to be placed in the home is included. After the construction period concludes the installation fee increases to \$150.

* Existing Provincial Cable customers will be installed with fiber services for no installation fees should they choose to continue broadband service with Co-Mo.

Exhibit A – City of Cole Camp City Limits – Fiber Construction Boundaries



Construction Schedule

Timeframes listed are from the data of contract signature.

6 weeks - Engineering Design / Staking

12 weeks – Aerial Construction / Splicing

(WEATHER PERMITTING – aerial construction progress is dependent on reasonably dry weather. Rain and/or freezing temperatures which may slow or delay progress)

Marketing

Commence marketing of Co-Mo services during construction period,

Service Orders to begin once construction is complete and Co-Mo releases areas into service.

If possible, the construction project will be broken down into phases that may accelerate service delivery.