CITY FIBER OPTIC SYSTEM
LEASE AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made by and between the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter "City"), and The Columbia School District, a public corporation of the State of Missouri (hereinafter "District"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and District are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City has constructed a single mode fiber optic cable system linking various City facilities and forming a complete fiber optic loop; and

WHEREAS, District and City have previously entered into an agreement whereby District has used two dark strands on City's fiber optic loop and whereby City has installed and maintained radial fiber optic lines running from the fiber optic loop to various district facilities; and

WHEREAS, District wishes to use additional pairs of dark fiber and to connect additional District facilities to the fiber optic loop; and

WHEREAS, the City and the District wish to enter into a new agreement on the District's use of the City's fiber optic system.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. DISTRICT USE OF CITY FIBER OPTIC SYSTEM

City shall maintain a single mode fiber optic cable system forming a complete loop. The University Telecommunications building located on College Avenue shall be in this loop. City shall maintain radial fiber optic lines running from the City's fiber optic loop to provide service points to District facilities. District shall have the right to use dark strands on City's fiber optic loop connecting District facilities.

The District may from time to time request non-recurring additions, moves or changes to connect District facilities to the loop. The City will provide labor and materials estimates as

required. The District will issue a written authorization and, upon satisfactory completion of work, pay the City. Non-recurring services include, but are not limited to:

A. Installation of a new fiber-optic radial to a District building.

B. Moving existing fiber-optic radials.

C. Physical reconfiguration of existing fiber-optic radial pairs.

The District may from time to time request additional point-to-point services. Such requests may be granted or denied solely at the discretion of the City. If the request is granted, the District will pay the non-recurring charges provided for in this Agreement. In addition, the District will also pay the City $250.00 monthly for each additional point-to-point service added.

Point-to-point service is defined as two strands of fiber from a given address to a District facility which utilizes a part of the City fiber optic loop other than that already leased by District.

The District also agrees that the City shall be able, at its discretion, to require the District to convert a point-to-point arrangement to a loop arrangement when it is determined that the point-to-point connection is no longer efficient or beneficial to the City. In the event that the City makes such a determination, it shall give the District six months notification to either convert to a loop arrangement or to vacate the facilities.

The District understands that the City is not engaged in the telecommunication business as a common carrier and can only lease its telecommunications facilities for limited purposes. The District represents to the City that the dark fibers to be used by the District shall be used as part of a program to integrate educational and Internet networks. The District agrees that the dark fibers used by the District shall be used only for educational purposes, for Internet-type services and for other purposes allowed by law.

2. MAINTENANCE OF FIBER OPTIC CABLE

City shall make all reasonable efforts to repair all damage to its fiber optic system that disrupts the District's fiber optic services within 24 hours after receiving a report from the District that service has been disrupted. The City shall provide fiber optic system repair service 24 hours per day, seven days per week.

3. PAYMENTS

District shall make monthly payments to the City on the first business day of each month according to the following schedule:

(a) $3,847.00 per month for each dark fiber loop currently in use by District; and

(b) an additional $3,847.00 per month for each additional fiber optic loop requested by District in the future.

The above prices shall remain in effect for one (1) year. Thereafter, City may adjust the price of the payments by giving District at least six months prior notice of such adjustment. If the District objects to the amount of any price increase, it may negotiate the amount of the payments with the City. If an agreement is not reached on the amount of the payments, District may terminate this agreement by giving City at least 30 days written notice prior to termination.

4. TERM

This agreement shall become effective on the date it is executed and shall remain in effect for a period of five (5) years. Thereafter, the Parties shall have the option to renew the agreement for successive terms of one year unless the agreement is terminated pursuant to the provisions of Section 5 of this agreement.

5. TERMINATION

(a) *Convenience*. After the initial term, either party may terminate this agreement by giving the other party at least six months' notice prior to the date of termination. Any termination shall become effective on the last day of the month.

(b) *Default*. If either Party fails to perform any provisions herein, then that Party shall be in default. The Party not in default may, by written notice, provide notice of the default. If the default is not cured within ten (10) days or as otherwise agreed to in writing by the parties, then the non-defaulting party may terminate this Contract in whole or in part for failure to perform. In such event, the defaulting Party shall be liable for damages, as well attorney's fees arising out of or related to the default.

(c) *Change in Law*. In the event it is determined by City that a Missouri municipality may not legally offer the services contemplated herein, this Agreement shall immediately terminate and neither party shall have any claim upon the other as a result of such termination.

arising out of or relating to this Agreement shall be Boone County, Missouri, or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive and defense of forum non conveniens.

10. NO WAIVER OF IMMUNITIES

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties relative to District's lease of the City's fiber optic system. All previous or contemporaneous contracts, representations, promises and conditions relating thereto are superseded. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and authorized by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor

COLUMBIA SCHOOL DISTRICT

By: _____
Helen Wade

Title: President, Board of Education

Date: 03/14/22

ATTEST:

_____
Tracy Davenport
Secretary, Board of Education