



## NETWORK SERVICES AGREEMENT

This Network Services Agreement (the "Agreement"), entered into as July 25, 2018 (the "Effective Date") is by and between the City of Oxford, Kansas (the "City"), and WST Companies ("WST").

### RECITALS

- A. WST and its affiliates plan to build a fiber optic network utilizing fiber to the premises ("FTTP") system within the city limits of Oxford, Kansas. This FTTP system will be constructed to provide broadband and other services to the citizens of Oxford, Kansas.
- B. The City has a direct interest in improving the quality of life of its citizens through improvements to essential infrastructure and services within its boundary and recognizes that improved access to high-speed broadband services would provide substantial value to the City and its citizens.
- C. The Parties wish to provide terms and conditions upon which WST will provide FTTP to the City.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, hereby enter this Agreement as set forth below:

- 1. WST shall construct the FTTP system within a reasonable time frame. WST shall undertake and complete construction of the system in compliance with all applicable and permitting requirements and processes.
- 2. The City agrees to not charge WST any franchise fees for a period of three years from the date of connection of first customer. After three years the City agrees to charge no more than a maximum of three percent (3%) of gross revenues for the remainder of the Agreement.



3. The City will not impose any charges on WST for pole attachments.
4. The City shall provide land to allow WST to set up a prefab hut or a secure space in a building with backup power at no charge. At its discretion WST shall have the right to determine either option.
5. For each month WST serves a minimum of fifty (50) subscribers the City shall pay WST Three Thousand Dollars (\$3000.00). The City's obligation for this payment shall not exceed 60 months.
6. WST shall provide a fifty percent (50%) discount to the City's police department and fire department for a period of three (3) years on the planned 50 Mbps internet package.  
*50 % discount to city also per proposal R# 6-25-19*
7. WST will assist the City's library in applying for federal funding for internet services. Should federal funding be unavailable WST will provide a 50% discount for on the planned 50 Mbps internet package for a period of three years.
8. **Term of this Agreement.** The term of this Agreement is twelve (12) years from the date of the signing of the Agreement. This Agreement shall be extended automatically for an additional twelve (12) years, unless either WST or the City informs the other to terminate this Agreement in writing three (3) months prior to the expiration date of this Agreement.
9. **Governing Law and Jurisdiction.** This Agreement and any action related to this Agreement will be governed by the laws of the State of Kansas.

*The library wasnt to receive discount unless:  
#7, will give discount this year and  
re bid next year. R# 6-25-19  
or when contract expires R#*





10. **Notices.** All notices must be in writing and delivered to the addresses and persons specified below.

If to WST:

Randy Hoffman  
General Manager  
Wheat State Telephone Inc.  
P.O. Box 320  
Udall, KS 67146

If to the City of Oxford:

*P.O. Box 337*  
Oxford, Ks 67119

11. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party without the written consent of the other party. WST may, upon written notice to the City, assign this Agreement and/or any of its rights and obligations under this Agreement to (i) any Affiliate (as defined below) of WST; (ii) any successor in interest to WST in connection with any merger, acquisition, or similar transaction; (iii) any purchaser of all or substantially all of WST's assets related to the Network. Following any assignment of this Agreement to an Affiliate, WST shall remain responsible for such Affiliate's performance under the terms of this Agreement. "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with WST.

12. **Use of Contractors/Sub-contractors/Affiliates.** Without releasing it from any of its obligations, WST is entitled at any time, and without notice, to utilize the services of one or more of its Affiliates or any contractors or sub-contractors in connection with the performance of its obligations under this Agreement.

13. **Force Majeure.** Neither party will be deemed in Default under this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes, or other natural occurrences, strikes or other labor unrest of third parties, power failures, or other



similar circumstances that are not within its reasonable control and ability to prevent (a "Force Majeure" event). In the event of a Force Majeure event, the party who first becomes aware of the event must promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it must give notice to the other party. If the period of non-performance exceeds one hundred eighty (180) days from the receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may terminate the Agreement on written notice to the other party, provided that (i) such Force Majeure event is incapable of remedy; or (ii) such Force Majeure event is capable of remedy and the delayed party fails to remedy such Force Majeure event within ninety (90) days of receipt and notice from the other party.

14. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates or implies, or shall be construed to create or imply any agency, association, partnership, or joint venture between the Parties.

15. **Severability.** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect, and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. To the fullest extent permitted by applicable law, if any provision of this Agreement is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

16. **Waiver.** A waiver of any provision of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No failure or delay by either party in exercising any option, right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

17. **Entire Agreement; Amendment; Signatures.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions, or conditions hereof. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the Parties related to this subject matter, and any change to its





terms must be in writing and signed by both parties. This Agreement is for the exclusive benefit of the Parties, their successors and permitted assigns.

IN WITNESS WHEREOF, The Parties agree to the terms of this Agreement and have caused this Agreement to be signed by their duly authorized representatives.

*DBA Wheat State Technologies<sup>RM</sup>*

WST Companies

*Randy Hoffman*  
(Authorized Signature)

*RANDY HOFFMAN*  
(Name)

*General Manager*  
(Title)

City of Oxford, Kansas

*David Olmsted*  
(Authorized Signature)

*DAVID Olmsted*  
(Name)

*Mayor*  
(Title)

**CONTRACT FOR SERVICES AND/OR PRODUCTS  
E-RATE FUNDING YEAR 2019-20**

**Service Provider "Provider"**

Wheat State Telephone  
dba Wheat State Technologies  
Udall, KS 67146

**School/Library "Applicant"**

Oxford Public Library  
115 S Sumner  
Oxford, KS 67119

This contract made and entered into on this 1<sup>ST</sup> day of MARCH, 2019 by and between Provider and Applicant as specified above.

**SERVICES**

The Provider agrees to provide to the Applicant the services and/or products as specified in the attached bid 1-25-19

**RECITALS**

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain services. Provider submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and/or products and they set their agreement in writing as follows:

**AGREEMENT**

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid.

The term of this contract shall commence on July 1, 2019 and shall terminate on (a) June 30, 2022 for recurring services or (b) September 30, 2022 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board. The total costs of the services and/or products shall not exceed \$925 per annum. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

Executed and delivered on the day and year first written above.

**For Provider:**

Randy Hoffman      3-1-19  
Signature                                      Date

Printed Name:

RANDY HOFFMAN

Title:

General Manager

**For Applicant:**

\_\_\_\_\_  
Signature                                      Date

Printed Name:

Title: