

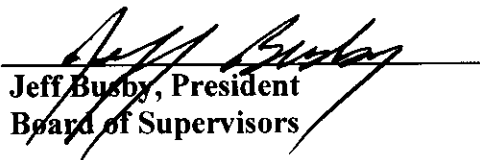
**ORDER: ACCEPT CELLULAR VOICE AND DATA SERVICE AND
EQUIPMENT AGREEMENT WITH CELLULAR SOUTH
AND MS DEPARTMENT OF INFORMATION TECHNOLOGY
SERVICES**

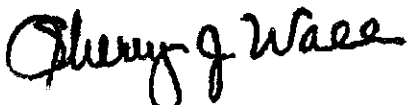
Motion was made by Robert Blackmon, duly seconded by Mike Pickens, to accept cellular voice and data service and equipment agreement with Cellular South and MS department of Information Technology Services.

The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 6th day of January, 2014.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

**GOVERNING AUTHORITY
SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157, the provider of C Spire Wireless service (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of Lafayette County Board of Supervisors having its principal place of business at 711 Jackson Avenue E, Oxford, MS 38655 (hereinafter referred to as "Governing Authority").

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

WHEREAS, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for

existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will terminate. Contractor will cease providing Governing Authority with Services and Products unless the parties agree to and execute a new agreement for the provision of Services and Products.

2) Governing Authority acknowledges and agrees that Governing Authority has been provided a special rate on the purchase of wireless Products and Services under this Supplement. Therefore, Governing Authority agrees that failure to maintain Service with Contractor for the Supplement Term shall result in an Early Termination Charge in addition to any other contractual damages caused by such termination. There are two (2) types of Early Termination Charges: (a) one for terminating data Services prior to the end of the Supplement Term; and (b) one for deactivating a wireless device/Product or Services prior to the end of the Supplement Term. Each Early Termination Charge is equal to One Hundred and Eighty Dollars (\$180.00). By way of example only, if Governing Authority purchases a wireless device with data Services (i.e. a Blackberry), then both Early Termination Charges apply and the maximum total Early Termination Charge is Three Hundred and Sixty Dollars (\$360.00) for that device/data Service. If Governing Authority purchases a wireless device with voice Services but no data Services, then the maximum total Early Termination Charge is One Hundred and Eighty Dollars (\$180.00). The Early Termination Charge allows Contractor to recover a portion of the losses it incurs by providing Governing Authority with a special discounted rate on the Products and Services. There shall be no Early Termination Charge in the event Customer terminates Service within thirty (30) days of executing this Supplement or activation of a new wireless device. The Early Termination Charge will be prorated over a period of twenty-four (24) months from the date of activation of the wireless Product and/or data Service. For example, if an employee of Governing Authority activates a new wireless Product along with data Service on January 1 and then terminates both use of the Product and the Service after eighteen (18) months, then the Early Termination Charge would be \$360 multiplied by a fraction with the numerator being the number of months remaining in the twenty-four (24) month term, six (6), and the denominator being the term of twenty-four (24) months, to yield an Early Termination Charge of Ninety Dollars (\$90).

3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Contractor's website for the State of Mississippi at <http://www.cspire.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 359-1395.

- 4) Any correspondence between the parties required under this Supplement shall be addressed as follows:

If to Contractor:

Name: Cellular South, Inc. dba C Spire Wireless
Address: 1018 Highland Colony Parkway
Suite 520
Ridgeland, MS 39157
Attn: Janice Fitzgerald

If to Governing Authority:

Name: Lafayette County Board of Supervisors
Address: P.O. Box 1240
Oxford, MS 38655

If to ITS:

Name: Paula Conn
Address: 3771 Eastwood Drive
Jackson, MS 39211-6381
Attn: Paula Conn

- 5) All other provisions in the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed by their authorized undersigned representatives.

Governing Authority:

Lafayette County Board of Supervisors

By: 
Authorized Signature

Printed Name: ~~Joseph Johnson~~ Jeff Busby

Title: ~~County Administrator~~ Board President

Date: 1/6/14

Supplement Term Dates:

March 16, 2012 – March 15, 2014

Contractor:

Cellular South, Inc. dba C Spire Wireless

By: _____
Authorized Signature

Printed Name: Brian Caraway

Title: Sr. Vice President, Sales

Date: _____

EXHIBIT A-7

VOICE SERVICES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
FLAT RATE: Monthly access fee includes 125 nationwide minutes. Basic phone included with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$10.00/phone	N/A	N/A	\$0.07
UNLIMITED USAGE: Includes unlimited nationwide usage. Basic phone included with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$39.99/phone	N/A	N/A	N/A
700 POOLED PLAN: Includes 700 nationwide pooled minutes per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). This plan will pool with MS Government 125 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$24.99/phone	N/A	N/A	\$0.25
MS GOVERNMENT 125 MINUTE POOLED PLAN: Includes 125 nationwide pooled minute per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). This plan will pool with 700 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$17.99/phone	N/A	N/A	\$0.25
NATIONWIDE BUSINESS POOL PLAN: Includes 500 nationwide pooled minutes per phone with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide nights and weekends (7:00 p.m.-6:59 a.m.). This plan will pool with MS Government 500 Minute Pooled Plan. Basic phone included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$29.99/phone	N/A	N/A	\$0.40
MS GOVERNMENT 500 MINUTE POOLED PLAN (VOICE AND DATA): Includes 500 nationwide pooled minutes with unlimited nationwide mobile-to-mobile to any C Spire customer. Includes unlimited nationwide data usage, unlimited nationwide text messaging, and unlimited nationwide	N/A	\$47.88/phone	N/A	N/A	\$0.40

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
nights and weekends (7:00 p.m. to 6:59 a.m.). This plan will pool with Nationwide Business Pool Plan. Basic device included, with car-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see notes 1 and 4)					
SMART PHONE UNLIMITED PLAN (VOICE AND DATA): Includes unlimited nationwide voice, text messaging, and data for smart phones. Basic device included, with ear-bud to provide hands free usage and cigarette lighter adapter (CLA) charger for vehicle. (see note 1)	N/A	\$59.99/phone	N/A	N/A	N/A

FEATURES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE or MESSAGE
Directory Assistance	N/A	N/A	\$0.99	N/A	N/A
Voice Mail-Basic	Included in plan	Included in plan	N/A	N/A	N/A
Voice Mail-Deluxe	Included in plan	Included in plan	N/A	N/A	N/A
Caller ID	Included in plan	Included in plan	N/A	N/A	N/A
Message Waiting	Included in plan	Included in plan	N/A	N/A	N/A
Three Feature Package: Call Waiting, Call Forwarding, and Conference Calling	Included in plan	Included in plan	N/A	N/A	N/A
Unlimited Nationwide Text Messaging	N/A	\$7.99/phone	N/A	N/A	N/A
MS Government 100 Text Messaging: Rate plans without text messaging may add this feature at no cost and receive 100 text messages/month. After the 100 included text messages are depleted, overage applies. The total overage charge cannot exceed \$30.00/month. This feature is available only upon request.	N/A	\$0.00	N/A	N/A	\$0.15
Web for Mobile Phones: This feature provides mobile phones with web access for browsing and search the world wide web. For all plans, participation in third-party text messaging contests or promotions, and the purchase of third-party content or downloads may result in additional charges on your bill above and beyond standard messaging rates. Premium messaging may be blocked on the account level if requested by the designated Letter of	N/A	\$5.99	N/A	N/A	N/A

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE or MESSAGE
<i>Authority (LOA) list: on the account.</i>					
Pics: This feature includes unlimited picture messages on phones and smart phones. Requires Web for Mobile Phones feature.	N/A	\$5.99	N/A	N/A	N/A
Text, Web, and Pics: Includes unlimited text messaging, Web for Mobile Phones, and Pics per user	N/A	\$19.99	N/A	N/A	N/A
Corporate Text, Web, and Pics: Includes unlimited text messaging, Web for Mobile Phones, and Pics for up to five (5) users	N/A	\$59.99	N/A	N/A	N/A
Etrace Express: Track the location of field personnel through their mobile device via the etrace Web portal; Set up virtual boundaries (see note 3)	N/A	\$9.95/phone	N/A	N/A	N/A
Etrace Standard: Includes etrace Express features, plus: Enables field personnel to enter timecard data; Create and schedule reports to track employee performance (see note 3)	N/A	\$14.95/phone	N/A	N/A	N/A
Etrace Pro: A combination of Express and Standard, plus: Send and receive job details from field personnel; Allow supervisors to enter employee timecard information (see note 3)	N/A	\$19.95/phone	N/A	N/A	N/A
PUSH TO TALK (PTT): Requires association with a voice plan and phone with PTT capability. The PTT feature includes unlimited nationwide PTT. (see note 1)	N/A	\$4.99/phone	N/A	N/A	N/A
STATIC IP ADDRESSES: Available to accommodate data applications requiring Static IP Addresses (see note 1)	N/A	\$0/00/phone	N/A	N/A	N/A

FEES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
911 Fee	N/A	\$1.05	N/A	N/A	N/A
Universal Service Fund (USF)	N/A	2.58% of monthly access charges (see note 2)	N/A	N/A	N/A
LNP Cost Recovery Fee (Local Number Portability)	N/A	\$0.35	N/A	N/A	N/A

PHONE INSURANCE:

DESCRIPTION	MONTHLY CHARGE	DEDUCTIBLE FOR SMARTPHONE
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DESCRIPTION	MONTHLY CHARGE	DEDUCTIBLE FOR SMARTPHONE
Provided by eSecureIt!: Covers your phone or Smartphone, standard battery, and wall charger for loss, theft, or accidental damage. Immediate coverage when added at purchase of phone; effective in 60 days when added to an existing phone.	\$4.95/phone	\$150.00

SPECIAL SERVICES:

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE
Wireless Priority Service	\$0.75	\$4.50/phone	N/A	\$10.00/phone	N/A
Emergency Phone Bank Available for a maximum of 30 days during a declared emergency	\$0.00	\$0.00	\$0.00	\$0.00	N/A

DATA SERVICES/PRODUCTS

Data Services are available on C Spire Wireless' advertised network. High speed service is available only in certain areas (see website for locations in Mississippi).

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE
SMART PHONE UNLIMITED PLAN: See Smart Phone Unlimited Plan under Voice Services.		
SMART PHONE PLAN: See MS Government 500 Minute Pooled Plan under Voice Services.		
UNLIMITED NATIONWIDE DATA PLAN: Unlimited nationwide data (data only for Blackberry devices; plan may be used if utilizing a currently-owned Blackberry device [COAM] or blackberry device purchased from Equipment Price List or Replacement Cost.) (see notes 1 and 4)	\$39.99	\$0.00
Unlimited Nationwide Data for smart phones with voice plan (charge in addition to voice plan cost). Includes a basic smart phone unit. (see notes 1 and 4)	\$29.99	\$0.00
Unlimited Nationwide Smart Phone Data without voice plan. (see notes 1 and 4)	\$34.99	\$0.00
Unlimited Nationwide Data: Includes a basic USB data card or MiFi device (MiFi device includes car charger) (see notes 1 and 4)	\$39.99	\$0.00
Telemetry: 2MB Allotted to pool on account with each active Telemetry device.	\$10.99	\$5.00
Net Book Plan: Light usage (500MB) with Nationwide Coverage. For existing Net Book users only.	\$39.99	\$0.00
\$30/MB for any overage		
Net Book Plan: Heavy usage (5GB) with Nationwide Coverage. For existing Net Book users only.	\$59.99	\$0.00
\$30/MB for any overage		
BlackBerry Enterprise Server: For current BlackBerry Enterprise Server (BES) pricing, see www.blackberry.com		

Note 1: Customers participating in this service must reside in the C Spire Network, which is defined as the state of Mississippi; Mobile and Baldwin counties in Alabama; Escambia, Santa Rosa, Okaloosa, and Walton counties in Florida; and generally in the area in and surrounding Memphis/West Memphis, Arkansas and nearby western Tennessee.

Note 2: USF Fee is subject to change in accordance with the orders of the Universal Services Administration Company ("USAC") and the Federal Communications Commission ("FCC").

Note 3: Web for Mobile phones and a form of text messaging are required with this feature.

Note 4: Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage. C Spire Wireless reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows. Customer may not send solicitations to C Spire Wireless subscribers without the subscribers' consent. Customer may not use the Services other than as intended by C Spire Wireless and applicable law.



State of MS Wireless Contract # 3489
Equipment Price List
MS Local Government
March 05, 2012

Devices included on the equipment price list below are subject to change but will be better or equal to pricing listed. Promotional pricing found on the C Spire Website will be honored if less than the price included within this document. All devices found on the C Spire Website are available for purchase on the State Contract. Visit the State of MS Website for additional information on products and services at www.cspire.com/msgov.

MANUFACTURER (See Note 1)	FEATURE PHONE NAME & MODEL NUMBER	C SPIRE DEVICE COST
Phones		
Samsung	Galaxy R2 (Basic)	\$ 74.00
Push-to-Talk (4)		
Motorola	W845 Quantico (Flip/Camera with push-to-talk)	\$ 172.32

NEW ACTIVATION PRICE (2)	UPGRADE PRICE (2) (5)	REPLACEMENT PRICE (2) (5)
Phones		
\$ 0.00	\$ 0.00	\$ 74.00
Push-to-Talk (4)		
(requires push-to-talk)		Not to Exceed \$ 100.00 (2)
\$ 0.00	\$ 0.00	

MANUFACTURER (1)	MODEL	C SPIRE DEVICE COST
Smart Phones		
BlackBerry	9550 Curve (2010)	\$ 300.00
Samsung	B1100 Cam (Android)	\$ 196.88
Mobile Broadband (6)		
Verizon Wireless	102-10 Data Card	\$ 99.00
Verizon	Motorola Z220C	\$ 135.00
Wireless Modems (6)		
Sierra Wireless*	Raven X	\$ 575.00
Sierra Wireless**	PinPoint X	\$ 793.00

NEW ACTIVATION PRICE (3)	UPGRADE PRICE (3)	REPLACEMENT PRICE (3)
Smart Phones		
\$ 0.00	N/A	\$ 300.00
\$ 0.00	N/A	\$ 196.88
Mobile Broadband		
\$ 0.00	N/A	\$ 99.00
\$ 0.00	N/A	\$ 135.00
Wireless Modems		
\$ 475.00	N/A	\$ 575.00
\$ 668.00	N/A	\$ 793.00

Highlighted items denote free devices

Notes:

- Equipment includes a one (1)-Year Manufacturer's Warranty.
- Phones: New activations or ported numbers added to Local Government/Entity accounts are eligible for two (2) phones during the two (2) year term. The first phone is listed at the "New Activation Price," and the second phone is listed at the "Upgrade Price". All phones thereafter are replaced at the "Replacement Price". If a "free" phone is replaced at the "Replacement Price," the cost shall not exceed 100.00. All other phones are replaced at the "Replacement Price" as listed on the Products for Local Government/Entities exhibit. A car charger and ear bud will be provided for phones at no charge with new activations and initial phone upgrades (if the charger port differs). A 20% discount is available on all additional accessories.
- Smartphones: New activations or ported numbers added to a Local Government/Entity account are eligible for one (1) Smartphone during the two (2) year supplemental term at the "New Activation Price". A data rate plan is required in order to receive the "New Activation Price". A car charger and ear bud will be provided at no charge with devices billed at the "New Activation Price". A 20% discount is available on all additional accessories. If the Smartphone needs to be replaced within the first twenty-four (24) months of ownership and is not covered under warranty, it will be replaced at the "Replacement Price". A car charger and ear bud will be provided at no charge.
- The "New Activation Price" and "Upgrade Price" on the Motorola W845 Quantico at \$0.00, requires the PTT (push-to-talk) feature.
- If a "phone user" wishes to upgrade from a phone to a Smartphone during the two (2) year term, that user is eligible to upgrade to the Smartphone of choice at the "New Activation Price". A data rate plan is required to receive a Smartphone at the "New Activation Price". A car charger and ear bud will be provided at no cost. A 20% discount is available on all additional accessories.
- Mobile Broadband devices and Wireless Modems require data services.
- Tablets do not require a mobile number to be associated with the device. Wifi device is available at no charge along with monthly recurring service for C Spire wireless network connection.

* Raven X price includes DC power cable, AC/DC power adaptor, CLA.

** PinPoint X price includes DC power cable, AC/DC power adaptor, CLA, I/O Cable Harness, and outside antenna.