

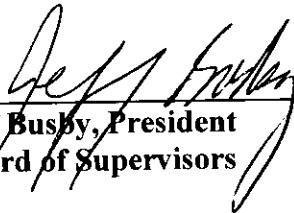
**ORDER: APPROVE LOCAL GOVERNING AUTHORITY SERVICE  
AGREEMENT WITH CSPIRE**

Motion was made by Mike Roberts, duly seconded by David Rikard, to approve Local Governing Authority Service Agreement with C-Spire.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes  
Supervisor Jeff Busby, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 2<sup>nd</sup> day of October, 2017.

  
\_\_\_\_\_  
Jeff Busby, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wall, Chancery Clerk



C SPIRE®  
LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT  
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS  
ATTACHED HERETO ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plans on the attached proposal have been reviewed by Customer and that Customer understands the service plans, monthly access charges, usage charges, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

(Please type or print)

Customer Name: Lafayette County Board Tax ID #: 64-6000557  
of Supervisors

Billing Address: Po Box 1240 City/State/Zip: Oxford MS 38655

Physical Address: 300 North Lamar Blvd. City/State/Zip: Oxford MS 38655

Account Number(s):

0066688570

The following persons are authorized to sign on behalf of Customer to activate/disconnect service or otherwise make any changes to Customer's account, and C Spire may make changes to Customer's account based on the instructions of any of the following individuals:

Name/Title	Contact #	Email Address
1) <u>Lisa Carwyle, County Administrator</u>	<u>662-236-2717</u>	<u>lcarwyle@lafayettecoms.com</u>
2) <u>Sherry Wall, Chancery Clerk</u>	<u>662-234-2131</u>	<u>swall@lafayettecoms.com</u>
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

NOTE: By signing below Customer acknowledges having read this entire Agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions attached hereto.

Printed Name/Title of Authorized Signer: \_\_\_\_\_

Signature of Authorized Signer: \_\_\_\_\_ Date \_\_\_\_\_

Please return signed Agreement to [msgov@cspire.com](mailto:msgov@cspire.com).

## TERMS AND CONDITIONS TO

### LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT ("Agreement")

The Agreement is entered into on the date executed by Customer as set forth on the first page of this Agreement (the "Effective Date"), and it is by and between Cellular South, Inc., a Mississippi corporation doing business as C Spire ("C Spire"), and the Customer set forth on the first page of this Agreement ("Customer"). C Spire and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Services. Customer agrees to purchase wireless telecommunications equipment and services on the terms and conditions set forth herein and in the attached Exhibit A.
2. Term. The initial term of this Agreement shall be from the Effective Date and shall end two (2) years later (the "Initial Term"). At the end of the Initial Term this Agreement shall renew on a month to month basis (each a "Renewal Term") until either Party provides the other Party with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term."
3. Liquidated Damages Termination Charges. If Customer purchases Equipment at less than the full retail price during the Term, then Customer's failure to purchase Services for the twenty-four (24) month promotional period from the date of activation may result in Liquidated Damages Termination Charges as set forth in the Service Agreement set forth as Exhibit B hereto. Notwithstanding what is set forth in Exhibit B, C Spire agrees that no Liquidated Damages Termination Charges will apply if Customer terminates this Agreement due to lack of funding and Customer returns its Equipment to C Spire. C Spire also agrees not to impose Liquidated Damages Termination Charges if certain Customer employees retire or their job is eliminated during the promotional period and Customer wishes to terminate their Service, provided that Customer returns the Equipment to C Spire. The Equipment must be returned in reasonable condition for the waiver of Liquidated Damages Termination Charges to apply. For example, if all Equipment is returned in reasonable condition then no Liquidated Damages Termination Charges will apply. If only a portion of the Equipment is returned or a portion is returned in unreasonable condition, then only an equivalent proportion of the Liquidated Damages Termination Charges shall apply. Customer should send C Spire at least thirty (30) days written notice to [msgov@cspire.com](mailto:msgov@cspire.com) if

Customer wishes to terminate this Agreement or terminate certain users for the reasons/exceptions set forth in this Section 3.

4. Notices. Any notice required by this Agreement shall be in writing and shall be given by (a) hand delivery, (b) certified or registered United States mail, return receipt requested and postage prepaid, or (c) via overnight courier service. Customer's address for notices is set forth on the first page of this Agreement. C Spire's address for notices is: C Spire, 1018 Highland Colony Parkway, Ridgeland, MS 39157, Attn: Sr. VP, Enterprise Markets. Notices are effective upon receipt. Either Party may change its address for notice by giving the other Party notice thereof in compliance with this Section.
5. Exhibits. Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply, and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Notwithstanding the foregoing, C Spire acknowledges that it shall provide Customer with the pricing set forth in Exhibit A for the Term. Further, Customer, by signing below, does also certify that the Service plans, Wireless Devices, and pricing attached hereto as Exhibit A has been reviewed by Customer and that Customer understands the Service plans, Wireless Devices, and pricing. Said Service plan(s) is herein incorporated by reference.

The Service Agreement attached hereto as Exhibit B is incorporated herein by reference, and Customer agrees to the terms of the Service Agreement by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

Should any terms contained within this Agreement or any exhibit attached thereto or made a part of the Agreement conflict with the terms set forth herein, then the terms herein shall control. No modification of this Agreement may be made absent notice of such modification to Customer and the parties executing an addendum to this Agreement.
6. No Assignment. No Party to this Agreement shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, provided, however, that C Spire may, without the prior consent of Customer, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or voting stock to another entity provided said entity assumes all of C Spire's obligations hereunder.
7. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede any prior agreements or understandings between the Parties whether written or oral.