

**ORDER: AUTHORIZE UPDATED CONTRACT WITH LOCAL  
GOVERNMENT SERVICES LLC FOR FRANCHISE  
MANAGEMENT SERVICES**

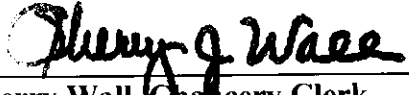
Motion was made by Kevin Frye, duly seconded by Chad McLarty, to authorize updated contract with Local Government Services LLC for Franchise Management Services.

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 7<sup>th</sup> day of May, 2018.

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

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

AGREEMENT BETWEEN  
THE COUNTY OF LAFAYETTE, MISSISSIPPI  
AND  
LOCAL GOVERNMENT SERVICES, LLC  
FOR CABLE TELEVISION FRANCHISE MANAGEMENT SERVICES

WHEREAS, the County of Lafayette ("County") desires to provide regulation and oversight of cable television services being provided to the citizens of the County; and

WHEREAS, Local Government Services, LLC ("LGS") has available a cable television franchise management service offered through a Joint Service Agreement with LGS as an independent contractor of the Mississippi Municipal League; and

WHEREAS, the County has a need for such cable television franchise management service.

THEREFORE, THE COUNTY AND LGS AGREE AS FOLLOWS:

Section 1. Service options provided to the County of: Lafayette \_\_\_\_\_

LGS agrees to provide, either directly or through its agents or subcontractors, the following service options chosen by the County which are to be known as the LGS Cable Television Franchise Management Service (a separate fee applies to each option, and such fee is for the one-time provision of such option for a single cable provider) (County to check box to each service it seeks):

- a) ☒ Assist the County in negotiating a cable television franchise with MaxxSouth.
- b) ☒ Assist the County in negotiating a Video Services Agreement with AT&T
- c) ☒ Assist the County in negotiating a cable television agreement with C-Spire

In the event that the County at a later date desires to obtain additional or repeat services offered pursuant to this Section 1, the parties to the agreement may execute an addendum or addenda to this agreement for the County to obtain such services.

Section 2. Effective Date, Payment and Termination.

- a) This agreement shall become effective upon the signature by the parties.
- b) The total obligation of the County under this agreement, for the service options chosen under this Agreement, shall be \$5,000.00, for each option chosen plus out of pocket expenses incurred by LGS, its agents, employees or subcontractors arising out of this Agreement. Out of pocket expenses shall include, but are not limited to postage, transportation, meals and lodging and shall not exceed \$500.00 unless mutually agreed to by LGS and the County in advance if feasible and the expenses are known in advance. LGS shall provide to the County documentation sufficient to substantiate any out of pocket costs.
- c) The County shall pay LGS 50% of the total obligation for each option chosen when this Agreement is executed, and 50% of the total obligation of each option chosen when the

service performed for the County pursuant to this Agreement is completed to the satisfaction of the County.

- d) Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. LGS shall be entitled to payment for services rendered to the County, including compensation due for additional services reasonably substantiated by LGS as of the effective date of termination.

Section 3. Hold Harmless and Indemnification.

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement.

Section 4. Amendments.

This contract may be amended by future written agreements executed on behalf of the County and LGS.

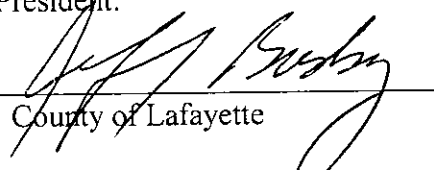
Section 5. Law Applicable.

This agreement shall be construed under the laws of the State of Mississippi.

EXECUTED ON BEHALF OF THE COUNTY OF LAFAYETTE THIS 7<sup>th</sup> DAY OF May, 2018.

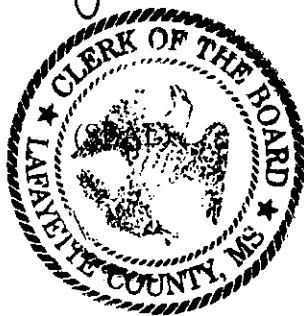
ATTEST:

President:

  
County of Lafayette

EXECUTED ON BEHALF OF LOCAL  
GOVERNMENT SERVICES, LLC

By   
County Clerk



By \_\_\_\_\_  
Member

A RESOLUTION OF THE COUNTY OF LAFAYETTE THROUGH THE COUNTY BOARD OF  
SUPERVISORS TO AUTHORIZE THE PRESIDENT OF SAID COUNTY TO EXECUTE A  
CABLE TELEVISION FRANCHISE MANAGEMENT SERVICE AGREEMENT

WHEREAS, the County of Lafayette desires to regulate and oversee the provision of cable television services;

WHEREAS, Local Government Services, LLC has available a cable television franchise management service to assist the County in such regulation; and

WHEREAS, Local Government Services, LLC ("LGS") has available a cable television franchise management service offered through a Joint Marketing and Service Agreement with LGS as an independent contractor of the Mississippi Municipal League.

NOW THEREFORE BE IT RESOLVED, that the President of the County of Lafayette is hereby authorized to execute a cable television franchise management service agreement on behalf of the County in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the President and Board of Supervisors of the County of Lafayette this  
7th day of May, 2018

ATTEST:

President:

By  
Sherry Waele  
County Clerk

Jeff Busby  
County of Lafayette

