

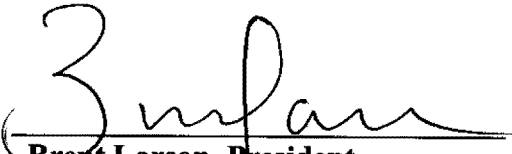
**ORDER: APPROVE AND EXECUTE HIGH AVAILABILITY (HA) COMPUTER
SERVICES AGREEMENT WITH THREE RIVERS PLANNING AND DEVELOPMENT
DISTRICT**

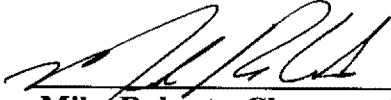
Motion was made by Greg Bynum, duly seconded by Scott Allen, to approve and execute High Availability (HA) Computer Services Agreement with Three Rivers Planning and Development District.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 7th day of April, 2025.


Brent Larson, President
Board of Supervisors


Mike Roberts, Chancery Clerk

HIGH AVAILABILITY (HA) COMPUTER SERVICES AGREEMENT

This day the parties hereto, Three Rivers Planning & Development District, a Mississippi Non-Profit Corporation, hereinafter referred to as "Three Rivers" and Lafayette County, Mississippi, a political subdivision of the State of Mississippi, hereinafter referred to as "County" do hereby enter into the following Agreement.

WHEREAS, beginning in 2015, Three Rivers purchased two (2) new IBM AS400 (Power 8 Systems) to provide the necessary hardware/software/system maintenance that allowed Three Rivers to implement an advanced, state-of-the-art disaster recovery solution known as High Availability ("HA"). At that time, Three Rivers also negotiated a multi-year contract with CSpire for use of its Data Center facilities in Starkville, MS for the HA project.

WHEREAS, since 2015, Three Rivers has continued to operate and maintain said two (2) new IBM AS400 computer systems as described above, each individual system located at one of the two (2) separate data centers, the primary ("Host") system being housed at the Three Rivers Data Center in Tupelo, MS, and the mirrored back-up ("CBU") system housed separate at the CSpire Data Center in Starkville, MS, all of which have reached "End of Life" for maintenance purposes.

WHEREAS, beginning Summer, 2025, Three Rivers intends to contract with LightEdge to be able to provide to County certain Information Technology Cloud Hosting Management Services (DraaS & SaaS) collectively known as ("HA Services"). Three Rivers shall migrate its current systems into the HA Services for use by the County, which shall initially include a IBM Power 10 computer. In the event of "End of Life" issues occurring, then LightEdge shall, at their expense, upgrade the necessary IBM hardware needed for these services.

WHEREAS, the "HA Services" project will initially serve Three Rivers and seventeen (17) counties in Mississippi with additional counties to be added.

WHEREAS, Three Rivers and County have reached an Agreement related to providing HA Services to County and now desire to reduce that Agreement to writing.

NOW THEREFORE, FOR AND IN CONSIDERATION OF TEN (\$10.00) DOLLARS, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

(1)

During the term of this Agreement, Three Rivers shall provide to County Disaster recovery as a Service (DraaS) and System as a Service (SaaS) "HA Services." HA Services will include robust data rotation and fast repeatable recovery by virtue of: Cloud Hosting Management Services which will be responsible for, but not limited to the following: 1) hosting the systems in a Tier 3, or higher, data center; 2) have high availability redundancy; 3) user access to the systems requiring security measures such as multifactor authentication, cybersecurity safeguards to protect the systems from unauthorized access, virus attacks

in the IFS, and cyber-attacks such as ransomware; 4) daily system administration tasks such as backup management, PTF updates, OS version upgrades, required hardware/software updates (IBM Related), and roll swap or data restore from backup. The County shall provide a minimum of 50 MB internet connection.

(2)

That County shall pay to Three Rivers an annual payment, as follows:

\$18,000 (fixed) per year beginning 2025-2026 with a starting date of October 1, 2025, for an initial period of five (5) years. A second term of an additional five (5) years shall be available after the expiration of the initial term on September 30, 2030. The same fixed price of the initial term shall apply unless there is an increase in the cost of anti-virus protection. The County shall have the option to "opt out" of the anti-virus protection.

(3)

That Three Rivers and County agree that the term of this Agreement shall start on October 1, 2025. This Agreement may be cancelled by either party with ninety (90) days advance written notice. In the event of a termination by either party with a ninety (90) day written notice, then the annual payment described above shall be pro-rated. County shall be responsible for payment for the ninety (90) days after written notice or until the County has completed migration from the system. Any and all migration costs shall be paid by the County.

If a Board of Supervisors for the County at the beginning of a new term (i.e. January 1, 2028) provides written notice to Three Rivers by January 31 that this Agreement is not to be renewed, then this Agreement shall terminate at that time. If an initial term non-renewal occurs, then County shall pay all migration costs, as well as a pro-rata amount of that year until migration is effective.

(4)

If the LightEdge contract for HA Services between it and Three Rivers is terminated at the end of the first five (5) years, then this Agreement shall be terminated. Three Rivers shall thereafter provide the following options to County for continued HA Services:

- A. Three Rivers shall negotiate with County to locate a new HA provider at an agreed upon annual rate acceptable to County; or
- B. Three Rivers shall pay \$50,000.00 to County to enable County to locate a new HA provider.

(5)

That this Agreement shall be governed by the laws of the State of Mississippi.

(6)

That this Agreement is the sum total Agreement between the parties and any and all prior understandings (oral or written) are merged into this Agreement. That this Agreement shall not be altered without the express written consent of both parties hereto.

(7)

That this Agreement shall not be transferred nor assigned without the express written consent of both parties. That this Agreement shall be binding on the parties or their assigns.

(8)

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

(9)

The parties are independent parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

This High Availability Computer Services Agreement entered into, in duplicate originals, this the 7th day of April, 2025.

[Signature] Board of Supervisors
[Signature] President
[Signature] Clerk of the Board

Three Rivers Planning & Development District

_____, Executive Director
Vernon R. Kelley, III