

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

8 December 2014

District 1 Supervisor John Bell Crosby
District 2 Supervisor John Howland
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

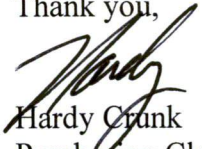
Subject: Place Wireless Commission approval of county radio upgrade in minutes and approve contract with C-Spire for the fiber portion of said upgrade

Gentlemen:

I am happy to report that the Mississippi Wireless Communication Commission on December 4 approved Madison County's request to upgrade our radio system. Please place a copy of the attached approval and request in the minutes. A purchase order for the upgrade in the amount of \$353,691.12 has been issued to the low-bidder Ozborn Communications per prior board approval.

The fiber part of the radio system upgrade is to be provided by C-Spire. I recommend that the board approved the attached contract with C-Spire and authorize the board president to execute same.

Thank you,


Hardy Crunk
Purchasing Clerk



STATE OF MISSISSIPPI
WIRELESS COMMUNICATION COMMISSION

December 5, 2014

Madison County
P O Box 608
Canton, MS 39046

Re: Request for system upgrade for portions of Existing Analog VHF System to digital technology in order to improve signal to noise characteristics experienced after implementation of FCC narrow-banding requirements.

Dear Mr. Crunk:

The MS Wireless Communication Commission Procurement Review Committee, at its December 4, 2014 meeting voted to recommend approval of your Local Procurement Request for Madison County dated November 3, 2014 in the amount of \$353,691.12. This request was brought before the full Wireless Communication Commission with a recommendation of approval by the MWCC Procurement Review Committee on December 4, 2014 and was approved.

Both the Local Procurement Review Committee recommendation for approval and the approval of the full Commission were approved with a caveat that this approval was given because of special circumstances brought before the Committee and this approval does not in any way set a precedent for future requests where requirements of the Legislation for which the WCC is tasked are not met.

Please retain this letter for your files as your authorization to proceed, following all applicable public purchasing laws.

If you have any questions, please contact the Mississippi Wireless Communication Procurement Review Committee.

Sincerely,

A handwritten signature in black ink, appearing to be "R. J. ...", written over a horizontal line.

Mississippi Wireless Communication Procurement Review Committee

Enclosure

WCC Action: APPROVED Date: 12/4/2014

Wireless Communications Request
% Ms. Lana Nicks,
MS Wireless Communication Commission
412 East Woodrow Wilson Ave, Mail Stop 6601
Jackson, Mississippi 39216
Phone: 601-359-5333; Fax: 601-359-5342
Lnicks@wcc.ms.gov

MWCC

Mississippi Wireless Communication Commission

Local Procurement Request

RECEIVED
NOV 03 2014
Nicks
BY: _____

Project Title: Upgrade Current VHF Two-Way Radio System to Digital

Contact Information

Local Governing Authority: Madison County Address: P.O. Box 608, Canton, MS 39046 Department: Purchasing	Contact Person: Hardy Crunk Phone: 601-855-5503 Fax: 601-859-5875 Email Address: hardy@madison-co.com
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Project Summary

Project Type: New System Upgrade/Enhancement to Existing System System Expansion Maintenance

Narrative Description of Current System and Proposed Project including a time line for implementation (Attach additional sheets if needed.)

See Attached

Discuss Funding (Total project budget; source of funds, i.e., Homeland Security, local revenue, grants, other state or federal funding)

Total bid price of \$353,691.12 to be paid from existing 911 fund balance

Acquisition Details (Attach additional sheets as needed)

Items Requested:

Item	Quantity	Description	Manufacturer	Purchase Cost
See Attached				\$
				\$
				\$
				\$
				\$
TOTAL				\$ 353,691.12

Acquisition Method: Competitive bid by requesting entity: 2-Way Radio EPL: _____ Quotes: _____

Existing Contract by requesting entity: _____ MSWIN Motorola 3429: _____ Other: _____

If "other," specify method: No existing contract

Critical Factor(s): What is driving this acquisition at this time?

To improve emergency services communications

Karl M. Banks, President
Name (Presiding Officer) / Title


Signature Date 3 Nov 2014

Please Attach:

- > Official Board Order or Certified Copy of Minutes authorizing this project
- > For radio acquisitions, answers to *General Analysis Questions: Local Government Radio Acquisitions*
- > All Vendor price quotes

Narrative Description of Current System and Proposed Project

Madison County currently operates a VHF mobile communications system for the dispatch and operation activities of its public safety services. The system consists of several analog mobile relay stations centrally located in Canton, together with three contributing remote voting sites associated with three of these channels. Backhaul is currently accomplished using analog UHF link radios.

This system upgrade is being undertaken for the purpose of converting portions of the existing analog VHF system from analog technology to 6.25KHz NXDN digital technology in order to improve signal to noise characteristics experienced after implementation of FCC Narrow-banding requirements. In addition, this upgrade will increase site linking and backhaul flexibility, improve voice communication quality, provide more flexible options for future system growth, and provide enhanced system survivability and interoperability in times of disaster. This system upgrade shall be configured such that the failure of any or all remote sites shall not effect continued operation of the central site.

The NXDN digital air interface has been chosen for this upgrade after extensive field testing. Madison County currently owns a number of NXDN capable subscriber units. All system upgrade components will be capable of both conventional and trunked NXDN as well as 12.5KHz analog operation.

Currently, the Sheriff's Department operates two analog channels. The Emergency Management Department has one analog channel (used primarily for county fire operations) and one NXDN digital channel.

Dispatch operations are performed using existing Zetron Model 4048 console system located at the Madison County Sheriff's Office dispatch center. After upgrade, all dispatch operations will continue at the same location using existing console equipment.

Current configuration:

<u>Channel</u>	<u>Configuration</u>
Sheriff 1	Analog, 1 mobile relay, 3 remote voting receivers
Sheriff 2	Analog, 1 mobile relay, 3 remote voting receivers
EMA1	Analog, 1 mobile relay, 3 remote voting receivers
EMA2	NXDN Digital, 1 mobile relay

Upgraded configuration:

<u>Channel</u>	<u>Configuration</u>
Sheriff 1	NXDN Digital, 1 mobile relay, 3 remote voting receivers
Sheriff 2 (New)	NXDN Digital, 1 mobile relay, 3 remote voting receivers
Common Law	Analog, 1 mobile relay, 3 remote voting receivers
EMA 1	Analog, 1 mobile relay, 3 remote voting receivers
EMA 2	NXDN Digital, 1 mobile relay, 3 remote voting receivers

System Upgrade Requirements

- 1) The current Sheriff 2 channel shall remain configured as is and its use will be changed to that of a common law interoperability channel for interagency law enforcement communications. This change will require programming changes of console and subscriber unit programming.
- 2) One new channel shall be installed with 1 central mobile relay station and 3 remote voting receiver sites for use as a new operations channel for the Sheriff's Department.
- 3) The current EMA2 channel, which is already NXDN digital, shall be reconfigured and equipped with the necessary equipment to incorporate needed voter processing and remote site voting receivers.
- 4) Certain subscriber units (mobile and portable) shall be replaced with the specified radios outlined in these requirements.
- 5) One additional control station and antenna system shall be added at the Sheriff's dispatch center to accommodate one new Sheriff's channel. One existing unused local radio channel port is currently available for this function. Bidder shall complete all necessary programming of existing console equipment to provide for new channel as well as any necessary changes for existing channel reconfiguration.
- 6) Certain components of the existing systems shall be retained and used in the upgraded configuration. All existing cabinet, power supply (including batteries), power amplifier, and antenna equipment shall be retained. Bidders should be careful to fully evaluate existing characteristics of these items to insure that they are fully compatible in every way without increasing cabinet footprint.
- 7) The system data transfer between remote and central site signals will be accomplished through three P2P Ethernet connections provided by C Spire Fiber. Bidder shall be responsible for all necessary labor and equipment to interface with the C Spire provided data network.
- 8) Both the central and remote sites are located at leased facilities owned by other vendors. All operations performed at the various remote sites shall be coordinated with applicable site owners and performed to their respective specifications. Contact information will be made available to the successful bidder to aid in this coordination.

Timeline for Implementation:

90 days from award of bid

Acquisition Details

QUANTITY	ITEM	
129	Portable VHF radio 136-174 MHz, waterproof	
93	50 watt VHF mobile radio w/cable, hardware, and mic	
225	Programming for mobile and portable radios	
26	Split-mount kits for mobile radios	
26	16-18 foot control cable with connectors	
93	remove current radios and install new radios in vehicles (must be done in Canton, MS)	
129	Leather case for portable radios, basket weave with swivel	
129	Rapid chargers for portable radios	
	All needed VHF digital mobile relay stations (repeaters) 50 watt, 19-inch rack mount	
	All needed trunking/network controller boards	
	All needed single-site (conventional only) IP repeater link card	
	All needed programming for radio repeaters	
	All required IP routing equipment and switches	
	All necessary incidental equipment and supplies, engineering, and labor required to complete project as a properly-functioning operational system	
	COST PER AWARDED BID	\$353,691.12

SEE ATTACHED SHEETS FOR ANSWERS TO BELOW QUESTIONS.

**Mississippi Statewide Wireless Integrated Network (MSWINS)
Analysis Questions: Local Government Radio Acquisitions**

(Note: Requestor should coordinate with ITS, the WCC, and/or the incumbent vendor, as required, to thoroughly and accurately answer each of the questions listed)

1. What is needed/being requested?
2. What is the impact of the local project on the state MSWINS project?
3. What is the potential impact of the state MSWINS project on the local project(s)?
4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?
5. How does the proposed technology mesh with the state's technical implementation?
6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?
7. Are the equipment purchase prices consistent with or better than the state contract prices and discounts?
8. What level of interoperability with the state and other local systems will this implementation achieve?

Revised: May 3, 2011

Mississippi Statewide Wireless Integrated Network (MSWIN) Analysis Questions: Local Government Radio Acquisitions

1. What is needed/being requested?

Through many years of experience with its current multi-site voting VHF radio system, Madison County has determined that an upgrade to our current system offers the ideal solution for our needs. The economies realized through years of experience with this system, in terms of equipment acquisition, uptime reliability, survivability, and maintenance costs, are superior to other alternatives available in today's market and offer us maximum flexibility to re-configure and modify as conditions warrant.

The MSWIN network was considered; however, the current acquisition and maintenance costs of public safety grade MSWIN compatible equipment as well as recent testing of MSWIN coverage in Madison County by Mr. Buffington of the Wireless Commission staff in concert with county personnel which revealed deficiencies in the MSWIN coverage footprint, affirm and validate our decision to proceed with our upgrade.

As we expected, deterioration of signal to noise ratios after completing FCC mandated narrowbanding modifications in 2012 led to decreased intelligibility of weaker units in some areas. In order to correct this condition we have chosen to convert our current analog-only system to devices which offer dual mode analog and digital capabilities using the NXDN 6.25KHz digital common air interface. The county already owns a quantity of these devices acquired over time as replacements to older failed or damaged equipment. We have conducted several months of field testing using our existing configuration, operating in the digital mode, and have determined that this upgrade offers us the most efficient combination of coverage footprint, voice quality, and future upgrade options, while leveraging our current investment in equipment and RF spectrum. Our test results have been impressive in terms of voice quality and perceived signal to noise ratio improvement. Through this upgrade, existing repeater RF decks, voting receivers, and subscriber units will be replaced with dual mode equipment. One additional voice channel will also be added for traffic handling and an economical leased P2P Ethernet circuit employed for digital end-to-end backhaul. We currently hold all necessary FCC licensing to complete this upgrade.

One existing analog channel will remain in operation as a "countywide common law" voice channel for interoperability among local and state officers. At the option of the Commission, we offer to allow a cross-band connection with a MSWIN talkgroup designated by the Commission. This configuration would allow virtually any properly provisioned MSWIN or VHF radio full interoperability with the local system in our county.

2. What is the impact of the local project on the state MSWIN project?

This upgrade will not affect MSWIN channel loading or other system parameters in any way unless the Commission chooses to designate a MSWIN talkgroup for cross-band connect to our "countywide common law" channel. Because this channel will be designated only for interoperable communications between agencies, expected channel loading would be minimal.

3. What is the potential impact of the state MSWIN project on the local project(s)?

None

4. How can shared facilities (equipment and infrastructure) be leveraged to benefit one or both projects?

There are no new sites or tower facilities involved in this upgrade; therefore, no sharing opportunity is contemplated.

5. How does the proposed technology mesh with the state's technical implementation?

We are not aware of the state implementing any new radio equipment that operates with the NXDN 6.25KHz digital common air interface.

6. Describe where the differing technologies fit on the technology roadmap. Is there a defined migration path from the older to the more recent technology solution?

With approximately a million units in operation, the NXDN digital suite is a newer digital protocol than P25. Current NXDN radios use the same AMBE2+ vocoder as the newest available P25 equipment. By design, the NXDN protocol achieves true 6.25KHz channel bandwidth that, until recently, was set to be an FCC requirement for 700MHz P25 systems by the year 2017. NXDN equipment functions similar to P25, including simplex digital voice capability, digital encryption, individual and group calling, short data messaging, emergency call functions, status messaging, AVL data transmission, radio kill and stun, talkgroup block decode, and mixed mode digital/analog operation. NXDN is a true open protocol with a variety of public-safety-grade equipment currently available from a growing list of manufacturers and has become the "de-facto" digital standard of the American railway industry.

This upgrade is designed to make maximum use of existing equipment, yielding a proven modern digital communications system that will enhance Madison County's public-safety communications capabilities. Madison County has chosen to leverage the superior propagation characteristics of its existing VHF spectrum, which will enable

excellent coverage without requiring a large capital outlay to increase the number of sites required to achieve that coverage. In addition, the equipment chosen makes use of on-board receiver voting features for the current multi-site voting configuration, reducing the needed site infrastructure rack space requirements. Both single-site and multi-site trunking capabilities are already built in to both the fixed station and subscriber equipment, allowing for future migration to digital-trunking operation without the addition of new equipment, should that need arise.

7. Are the equipment purchase prices consistent with or better than state contract prices and discounts?

Yes

8. What level of interoperability with the state and other local systems will this implementation achieve?

While it is impossible for us to predict what the state's or other agency's future decisions may be, there are a number of local agencies in Mississippi that currently employ the NXDN 6.25KHz digital common-air interface into their systems with excellent results. In addition, the county owns and maintains both Raytheon ACU interface equipment and Zetron console equipment which can perform effective patch operations with MSWIN users should the need arise to interoperate with outside agencies. The focus of this upgrade is toward countywide interoperability.

For interoperability with state and other agency personnel, the county currently operates approximately 15 MSWIN radios in its fleet, with radios installed at dispatch centers and with key individual personnel. Although not a part of this upgrade cost, the county has plans to add more units to its MSWIN radio inventory, which will further expand its interoperability with outside agencies.

MINUTES OF THE BOARD OF SUPERVISORS
OF MADISON COUNTY, MISSISSIPPI

BOOK 2014 PAGE 2833

REGULAR MEETING OF SEPTEMBER 30, 2014

Recessed from a regular meeting conducted on September 15, 2014

BE IT REMEMBERED that the regular meeting of the Board of Supervisors of Madison County, Mississippi was duly convened, held and conducted on September 30, 2014 at 9:00 am, in the Board Room on the first floor of the Chancery/Administrative Building, 125 West North Street, Canton, Mississippi, as follows, to-wit:

The President of the Board, Mr. Karl M. Banks, presided and called the meeting to order. The following members were present that day:

Present:

Supervisor Ronny Lott
Supervisor Gerald Steen
Supervisor Karl M. Banks
Supervisor Paul Griffin
Chancery Clerk Cynthia Parker
Sheriff Randall Tucker

Absent:

Supervisor John Bell Crosby

Also in attendance:

County Administrator Mark Houston
Comptroller Shelton Vance
Board Attorney Mike Espy
Purchase Clerk Hardy Crunk
Emergency Management Director Butch Hammack
Zoning Administrator Scott Weeks
Mr. Jimmy Vickers on behalf of County/State Aid & LSBP Engineer Rudy Warnock
Human Resource Director Loretta Phillips

The President announced that the members of the Board present constituted a quorum and declared the meeting duly convened. Supervisor Gerald Steen offered an opening prayer and Mr. Will Sligh lead the members and the audience in the Pledge of Allegiance to the colors of the United States of America.

In re: Approval of Consent Agenda Items


WHEREAS, Board President Karl M. Banks announced certain matters denominated "Consent Items" which bear Item numbers (14) through (12) on the Agenda and that the same appeared to be routine, non-controversial matters on which all Supervisors were likely to agree, and

WHEREAS, the Board President did explain that any Supervisor could, in advance of the call of the question, request that any item be removed from the Consent Agenda, and

Therefore, Mr. Gerald Steen did offer and Mr. Ronny Lott did second a motion to take the following actions on the Consent Agenda:

1. **Acknowledge and Approve Personnel Matters - Detention Center and Sheriff's Department.**

(True and correct copies of those certain memoranda from the Tax Collector, District Attorney, Detention Center, Sheriff's Department and Road Department setting forth certain changes and/or additions in personnel are attached hereto as Collective Exhibit A, spread hereupon and incorporated herein by reference.)

President's Initials: 

Date Signed: 10/14/14

For Searching Reference Only: Page 1 of 10 (9/30/13)

In re: Adoption of Final, Amended Budget for Fiscal Year Ending September 30, 2014

WHEREAS, Comptroller Shelton Vance appeared before the Board and recommended the Board amend the 2014 budget to the final actual receipts and final actual expenditures for the fiscal year ended September 30, 2014,

Following discussion, Mr. Gerald Steen did offer and Mr. Ronny Lott did second a motion to (1) amend the 2014 budget to the final actual receipts, including beginning cash as budgeted, as shown on the General Ledger Budgeted Receipts Report after posting of all transactions for the fiscal year ending September 30, 2014, and (2) amend the 2014 budget to the final actual expenditures as shown on the General Ledger Budgeted Expenditures Report (summarized by Category – personal services, contractual services, etc.), after payment of all approved claims, and payrolls for the fiscal year ending September 30, 2014, with the final amended budget document to be presented and spread upon the Minutes of this Board during the October 2014 term. The vote on the matter being as follows:

Supervisor John Bell Crosby	Not Present and Not Voting
Supervisor Ronny Lott	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and said 2014 budget was and is hereby so amended.

SO ORDERED this the 30th day of September, 2014.

In re: Discussion of Radio System Upgrade - Sheriff's Department

WHEREAS, Sheriff Randy Tucker appeared before the Board and requested the Board's consideration to upgrade the radio system at the Sheriff's Department from analog to digital at an estimated cost of \$342,000.00 with Ozborn Communications, and

WHEREAS, Sheriff Tucker reported that the digital system would better allow the Sheriff's Department to reach across the county and would improve safety to the citizens of Madison County,

Following discussion, Mr. Ronny Lott did offer and Mr. Gerald Steen did second a motion to authorize Sheriff Randy Tucker to upgrade the radio system from analog to digital at the Sheriff's Department using 911 funds and authorize advertising of same. The vote on the matter being as follows:

Supervisor John Bell Crosby	Not Present and Not Voting
Supervisor Ronny Lott	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and the Sheriff was and is hereby authorized.

SO ORDERED this the 30th day of September, 2014.

President's Initials: kas
Date Signed: 10/16/14

For Searching Reference Only: Page 7 of 10 (9/30/13)

WHEREAS, Mr. Lott further thanked Cynthia Parker for her diligent service and leadership over the last months when Mr. Johnston resigned to take his new position as Clerk of the Federal Court and for stepping in and the office did not miss a beat, and

WHEREAS, Mr. Lott further stated that it was his pleasure to announce that he has asked Cynthia Parker and the staff working in the office now to remain on stating he needed their support and certainly understands that our office needs to continue on the solid road of accomplishment, without any interruption, and

WHEREAS, Mr. Lott pledged that he will run the Office of Madison County Chancery Clerk to the best of his ability and that he will dispatch his office with honesty, efficiency and transparency,


Mr. Gerald Steen did offer and Mr. Paul Griffin did second a motion to appoint Mr. Ronny Lott as Chancery Clerk of Madison County to fill the unexpired term of former Chancery Clerk Arthur Johnston effective October 1, 2014. The vote on the matter being as follows:

Supervisor John Bell Crosby	Not Present and Not Voting
Supervisor District 2	Vacant
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried by the unanimous vote of those present and Mr. Lott was and is hereby appointed Chancery Clerk of Madison County, Mississippi effective October 1, 2014.

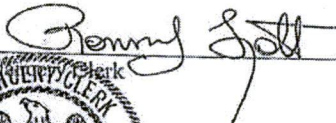
SO ORDERED this the 30th day of September, 2014.


THERE BEING NO FURTHER BUSINESS to come before the Board of Supervisors of Madison County, Mississippi, upon motion duly made by Supervisor Gerald Steen and seconded by Supervisor Paul Griffin and approved by the unanimous vote of those present, the September, 2014 term of the Madison County Board of Supervisors was adjourned.

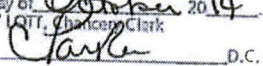

 Karl M. Banks, President
 Madison County Board of Supervisors

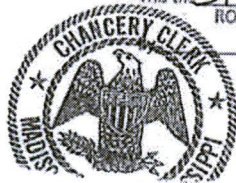
Date signed: 10/6/14

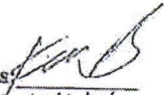
ATTEST:


 Ronny Lott
 Chancery Clerk

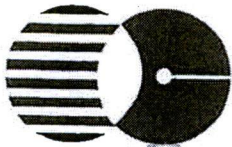


STATE OF MISSISSIPPI
 MADISON COUNTY
 I, Ronny Lott, Chancery Clerk of the above named County and State, do certify that the foregoing instrument is a true and correct copy of the original.
 Witness my signature and seal of court
 This the 31 day of October 2014
 RONNY LOTT, Chancery Clerk
 D.C.



President's Initials: 

Date Signed: 10/6/14



Ozborn Communications, LLC

Wireless Communications Since 1975

October 24, 2014

Madison County Board of Supervisors
Chancery Courthouse
146 West Center Street
Canton, MS 39046

*Ozborn bid awarded
by Board of Supervisors.
Hardy Cook
Purchase Clerk*

RE: Bid Opening, October 28, 2014, 10:00AM

Gentlemen,

Ozborn Communications, LLC is pleased to submit our response to your request for bids regarding "Upgrading Current VHF Two-Way Radio System to Digital", as published in the Madison County Herald.

Our bid price of \$353,691.12 includes all labor and materials to complete the project as specified. Our payment terms are Net 30 days after installation of equipment. We offer a 1% early payment discount for full payment received within 10 days of the invoice date. No discount is allowed beyond 10 days from the invoice date.

It is understood that fixed station siting and network backhaul facility requirements have already been addressed through other vendors and we agree to work with them as needed to assure timely completion of this project.

We propose to furnish Icom IDAS NXDN digital communications equipment to fulfill this upgrade (manufacturer literature enclosed). As specified, fixed station equipment will be warranted for a period of two years from invoice date, mobile and portable equipment for three years, and accessory equipment for one year. Upon warranty expiration, ongoing contract maintenance is available. We would be glad to provide a quote for that service at that time should you desire.

Our bid price is valid for 60 days from bid opening.

Completion is presently estimated at 90 days after our receipt of your written purchase order.

Our service facility is centrally located at 207 North Hargon Street in Canton, providing for travel times meeting the one half hour response time specification.

Please refer to attached supporting documentation for equipment listing and published specifications.

Ozborn Communications, presently operating as Madison County's only full-service mobile communications company, stands ready to supply and support the equipment you rely on to insure continued safety for the citizens of Madison County. We appreciate the opportunity to quote on your needs once again.

Sincerely,

Mike Ozborn

Enc: List of equipment & labor supplied
Published equipment specifications

Ozborn Communications, LLC- Bid submittal, Madison County, MS
“Upgrade of Existing VHF Two-Way Radio System to Digital”
October 28, 2014

Equipment and Services to be supplied:

<u>Quantity</u>	<u>Item Description</u>
129	Icom Model ICF3261DS Digital portable radio with BP-232WP Lithium ion battery, antenna, belt clip, BC-160 desktop rapid charger, and black leather Swivel carrying case (basket-weave finish)
93	Icom Model IC-F5061D Digital mobile radio with HM-148G heavy duty microphone
26	Icom RMK-3/OPC-726 Remote mounting kit and cable
22	Icom IC-FR5000 01 2CH KIT VHF Mobile relay station with UCFR5000-01 trunking/network controller boards and CFFR5000-02 single site conventional IP repeater link cards
As required	All necessary IP routing and switching equipment to interface with C Spire Supplied P2P Ethernet network
225	Programming of all included mobile and portable radios
22	Programming of all included fixed station repeater equipment
93	Removal of existing mobile radios and installation of new mobile radios
As required	All necessary incidental minor equipment, supplies, engineering, and labor to Provide a fully functional conventional, multi-site, voted receive mobile relay system upgrade as specified, reusing existing cabinets, power amplifiers, power equipment, and antenna systems.



Motorola Solutions, Inc.
10 Canebrake Boulevard
Suite 350
Flowood, MS 39232

Telephone: +1 601 707 7672
Mobile: +1 769 610 3775
Fax: +1 601 939 3693
paulamerritt@motorolasolutions.com

October 28, 2014

Madison County
Chancery Clerk's Office
Mr. Hardy Crunk
146 West Center St.
Canton, MS 39046

BID – Radio System Upgrade

Dear Mr. Hardy Crunk,

Thank you very much for sending Motorola Solutions, Inc. your bid specifications on October 21, 2014. Unfortunately we cannot complete a detailed engineering design and proposal for a mission critical voice communication in less than 5 working days. If given more time we would be happy to complete a design similar to your bid request. However we ask for Madison County's consideration to review the attached proposal to join the MSWIN system. Like many other local municipalities have done in Mississippi, we believe after a fair evaluation of all options that Madison County will find the attached solution to provide the best interoperability, coverage and value to the first responders in Madison County. Motorola has assembled a proposal and coverage design attached that we feel strongly meets and exceeds your requirements to include the following:

- Project 25 Industry Started For Public Safety Two-Way Radio
- Best Statewide and Regional Coverage for Interoperability
- Leverages the State's Existing Investment for the Best Value to Madison County
- Most Reliable System Design with Several Layers of System Redundancy
- Unsurpassed Support and Service

Motorola has been in the public safety radio business for over 85 years and we are confident we can provide Madison County the best value for a public safety communications system if given an impartial opportunity to earn your business. We could also tailor a leasing arrangement to provide payment options to fit your budget and project requirements if desired. Motorola appreciates your interest in our company, products and services. We look forward to be given the opportunity to earn your business, successfully implementing this project and creating a long term business relationship with Madison County. If you have any questions regarding this proposal or any other solution, please contact me at 769-610-3775.

Sincerely,

Paula Merritt

MOTOROLA SOLUTIONS, INC.

*Motorola bid rejected
by Board of Supervisors
for failure to meet
specifications.
Hardy Crunk
Purchase Clerk*

PROPOSAL TO
MADISON COUNTY, MS

SYSTEM PRICING

JOINING MSWIN

OCTOBER 28, 2014

129 APX Portables (MSWIN)

67 Dash Mount Mobiles (MSWIN)

26 Remote Mount Mobiles (MSWIN)

Removal and Installation of Mobiles

Programming for Portables and Mobiles

Chargers and Leather Cases for Portables

TOTAL

\$356,830.00

3 year warranty on Subscribers

Coverage Maps Attached. First Map is mobile coverage (97%). The second and third maps represent the portable coverage in the county and Statewide.

Pricing is valid through December 30, 2014

Madison County MS
Joining MSWIN

October 2014

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
MADISON COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Madison County, Mississippi,

BEVERLY BENNETT

an authorized clerk of the MADISON COUNTY HERALD, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

PASTE PROOF HERE

C58842
MADISON CO.BRD. OF SUPR-CYNTHI,
0200474252
Upgrade Radio System

MADISON COUNTY, MISSISSIPPI
INVITATION FOR BIDS
Notice is hereby given that the Madison County Board of Supervisors will receive sealed bids in the Chancery Clerk's Office, Rooms 225-227, located on the Second Floor of the Madison County Courthouse, 148 West Center St., Canton, Mississippi 39046, until 10:00 A.M. Tuesday, 2 October 2014, for the following:
Upgrade current VHF two-way radio system to digital.
Specifications may be obtained by e-mailing the Madison County Purchaser Clerk at hardy@madison-co.com.
Bids must be submitted to the Madison County Chancery Clerk's Office, Rooms 225-227, located on the Second Floor of the Chancery Courthouse, 148 West Center St., Canton, Mississippi 39046, on or before 10 A.M. Tuesday, 2 October 2014, at which time said bids will be opened and read aloud.
All term bids must be in a sealed envelope and must have "Radio System Upgrade" written on the outside of the envelope.
The Board of Supervisors reserves the right to reject any and all term bids. Dated this the 2nd day of October 2014.
/s/ Hardy Crunk,
Purchaser Clerk
Madison County Herald
0200474252-01

10/9/2014
10/16/2014

Size: 226 words / 1.00 col. x 59.00 lines
Published: 2 time(s)
Total: \$24.86

Signed Beverly Bennett
Authorized Clerk of
The Madison County Herald

SWORN to and subscribed before me on 10/16/2014.

Rick Tyler
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



Mississippi Wireless Communication Commission
Madison County Local Procurement Request
Request for Information
November 26, 2014

- 1. Please provide the detailed 10 year lifecycle costs for Madison County's proposed digital upgrade to its current two-way radio system. The lifecycle cost means the total committed costs of the proposed system, not just the initial or up-front costs. Lifecycle cost includes all costs associated with obtaining the proposed system and maintaining and operating it for the lifecycle period, such as tower rent, electric bills, regular scheduled maintenance costs, etc.**

The ten-year lifecycle cost of the upgrade is as follows:

\$353,691.12 Awarded bid price for radio upgrade (Ozborn)

\$180,000.00 Ten-year cost of three point-to-point high-speed Ethernet connections that will tie remote sites back to primary site (C-Spire)

\$533,691.12 Ten-year lifecycle cost

Note: Madison County's ten-year tower rental in amount of \$158,400 is an existing cost of our system and will be borne by the county whether the upgrade is completed or not. Maintenance of radios is an unknown cost regardless of the radio brand or system and therefore is not included in the above calculations; however, based upon prior experience it is expected to be minimal.

- 2. Please provide Madison County's migration plan to move all of the entities which operate under its jurisdiction to the proposed communication platform. Provide the detailed costs associated with this migration plan.**

All of Madison County's radio system users (Sheriff, Emergency Management, volunteer fire departments, Road Department, Solid Waste, City of Canton, City of Flora, Tax Assessor, Board of Supervisors, and other miscellaneous entities) will be able to communicate with their current radios on the upgraded radio system. With the exception of the Sheriff's Department and Emergency Management, new radios will only be purchased when current equipment wears out. The cost of new radios for the Sheriff's Department and Emergency Management is included in the bid price for the radio system upgrade to digital.

- 3. Please provide Madison County's plan to increase the capacity (subscribers, talk groups, and frequencies) of the proposed system to ensure the needs of its public safety entities are met for the next 10 years. Provide the detailed costs associated with this capacity increase.**

Madison County has already added two additional fire talk-group channels to increase capacity for the volunteer fire departments. As part of the upgrade Madison County is adding an additional channel for the Sheriff's Department and changing a current channel to common law (analog) that will link all agencies together. The cost of this change is included in the bid price. We feel this is sufficient to meet Madison County's public safety communication needs for the next ten years.

C Spire Fiber
1018 Highland Colony Pkwy, Suite 400
Ridgeland, MS 39157
Phone: (800) 342-3716



Filing Code: _____
Agreement No: 127942
Agreement Date: 9/25/2014

TELECOMMUNICATIONS SERVICE AGREEMENT

Customer Information

Company MADISON COUNTY EMERGENCY MANAGEMENT Type of Business GOVERNMENT

Address PO, Box 608
City Canton State MS Zip 39046
Contact Butch Hammarick Phone 601-955-3070 Fax _____
Email butch.hammarick@madison-co.com

Order Type

New Change Disconnect Renewal
Estimated Service Commitment Date 1/5/2015 Existing TSA _____
Requested Service Date 1/5/2015 Customer will accept expedite charges Yes No

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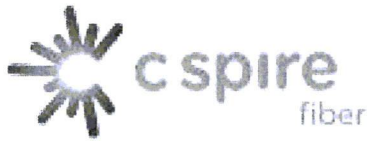
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TELECOMMUNICATIONS SERVICE AGREEMENT

TELECOMMUNICATIONS SERVICES	SERVICE ID	LENGTH OF TERM	QTY	INSTALL CHARGES	MONTHLY CHARGES
Ethernet, CIRCUIT ID: 11012604, TRANSPORT MODE: On-Net From: Canton Site To: Flora Site	135379	60 Month(s)	1	\$0.00	\$600.00

TECHNICAL SERVICE PARAMETER	PARAMETER VALUE
Protected Drop	No
LAG	Single-Chassis, Multi-Chassis
Routing Required (Layer 3 Service)	No
List Customer IP Subnets	
Technology Type	Point to Point
Physical Interface same at both A and Z?	Yes
Physical Interface	Electrical
Interface Type	FastE
Fiber Type	Single Mode, Multi-Mode
Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Wavelength	1310, Wave Specific
Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Line Rate (Mbps)	100
Speed / Duplex	Line Rate + Full
Z Side Physical Interface	Electrical
Z Side Interface Type	FastE
Z Side Fiber Type	Single Mode, Multi-Mode
Z Side Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Z Side Wavelength	1310, Wave Specific
Z Side Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Z Side Line Rate (Mbps)	100
Z Side Speed / Duplex	Line Rate + Full
Service Rate Multiplier	Mbps
Service Rate Bandwidth	5
Maximum Frame Size (MTU)	1522
VLAN Tagging	No
VLAN Tagging List	
Core Connectivity Needed?	No
Core Circuit ID	
Equipment	
BGP Required	No
Link Loss Forwarding Required	No
DIA Applicable	No
IP Version	IPv4, IPv6
Internet Bandwidth	
Number Of Usable IPs Needed	
Burstable?	No
Network Based Firewalling	No
SIP Needed?	No
List of Numbers Associated with a SIP	
Will New DIDs be Needed?	No
How Many DIDs are Needed?	
Number of Trunks	
Pilot(Main) Number	

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TELECOMMUNICATIONS SERVICE AGREEMENT

TELECOMMUNICATIONS SERVICES	SERVICE ID	LENGTH OF TERM	QTY	INSTALL CHARGES	MONTHLY CHARGES
Ethernet, CIRCUIT ID: 11012605, TRANSPORT MODE: On-Net From: Canton Site To: Madison Site	135380	60 Month(s)	1	\$0.00	\$600.00

TECHNICAL SERVICE PARAMETER	PARAMETER VALUE
Protected Drop	No
LAG	Single-Chassis, Multi-Chassis
Routing Required (Layer 3 Service)	No
List Customer IP Subnets	
Technology Type	Point to Point
Physical Interface same at both A and Z?	Yes
Physical Interface	Electrical
Interface Type	FastE
Fiber Type	Single Mode, Multi-Mode
Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Wavelength	1310, Wave Specific
Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Line Rate (Mbps)	100
Speed / Duplex	Line Rate + Full
Z Side Physical Interface	Electrical
Z Side Interface Type	FastE
Z Side Fiber Type	Single Mode, Multi-Mode
Z Side Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Z Side Wavelength	1310, Wave Specific
Z Side Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Z Side Line Rate (Mbps)	100
Z Side Speed / Duplex	Line Rate + Full
Service Rate Multiplier	Mbps
Service Rate Bandwidth	5
Maximum Frame Size (MTU)	1522
VLAN Tagging	No
VLAN Tagging List	
Core Connectivity Needed?	No
Core Circuit ID	
Equipment	
BGP Required	No
Link Loss Forwarding Required	No
DIA Applicable	No
IP Version	IPv4, IPv6
Internet Bandwidth	
Number Of Usable IPs Needed	
Burstable?	No
Network Based Firewalling	No
SIP Needed?	No
List of Numbers Associated with a SIP	
Will New DIDs be Needed?	No
How Many DIDs are Needed?	
Number of Trunks	
Pilot(Main) Number	

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TELECOMMUNICATIONS SERVICE AGREEMENT

TELECOMMUNICATIONS SERVICES	SERVICE ID	LENGTH OF TERM	QTY	INSTALL CHARGES	MONTHLY CHARGES
Ethernet, CIRCUIT ID: 11012606, TRANSPORT MODE: Hybrid From: Canton Site To: Camden Site	135381	60 Month(s)	1	\$0.00	\$300.00

TECHNICAL SERVICE PARAMETER	PARAMETER VALUE
Protected Drop	No
LAG	Single-Chassis, Multi-Chassis
Routing Required (Layer 3 Service)	No
List Customer IP Subnets	
Technology Type	Point to Point
Physical Interface same at both A and Z?	Yes
Physical Interface	Electrical
Interface Type	FastE
Fiber Type	Single Mode, Multi-Mode
Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Wavelength	1310, Wave Specific
Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Line Rate (Mbps)	10, 100
Speed / Duplex	Auto Negotiation Enabled, Line Rate + Full, Line Rate + Half
Z Side Physical Interface	Electrical
Z Side Interface Type	FastE
Z Side Fiber Type	Single Mode, Multi-Mode
Z Side Laser Type	SR (Short Reach), IR (Intermediate Reach), LR (Long Reach), ELR (Extended Long Reach)
Z Side Wavelength	1310, Wave Specific
Z Side Connector Type	SC-UPC, SC-APC, ST, FC, LC, MPO/MTRJ
Z Side Line Rate (Mbps)	10, 100
Z Side Speed / Duplex	Auto Negotiation Enabled, Line Rate + Full, Line Rate + Half
Service Rate Multiplier	Mbps
Service Rate Bandwidth	1.5
Maximum Frame Size (MTU)	1500
VLAN Tagging	No
VLAN Tagging List	
Core Connectivity Needed?	No
Core Circuit ID	
Equipment	
BGP Required	No
Link Loss Forwarding Required	No
DIA Applicable	No
IP Version	IPv4, IPv6
Internet Bandwidth	
Number Of Usable IPs Needed	
Burstable?	No
Network Based Firewalling	No
SIP Needed?	No
List of Numbers Associated with a SIP	
Will New DIDs be Needed?	No
How Many DIDs are Needed?	
Number of Trunks	
Pilot(Main) Number	

C Spire Fiber and Customer agree to the services subject to the terms and conditions attached hereof.

_____	_____	_____
Customer	Title	Date
_____	_____	_____
C Spire Fiber	Title	Date

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TELECOMMUNICATIONS SERVICE AGREEMENT

Notes:

9/25/2014 - We are providing 3 P2P services to the customer.

9/25/2014 - The Canton to Flora P2P circuit will require a fiber build at both locations. This will be a 5Mbps P2P circuit.

9/25/2014 - The Canton to Madison P2P will only require a fiber build at the Canton end. The Madison side is currently an On Net location for us. This could require a small dig between the demarcation points.

9/25/2014 - The Canton to Camden T1 P2P will be a MW shot from our North Canton Cell Site. We will provide equipment at the site to hand the customer a 1.5 Ethernet circuit.

C Spire Fiber

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Filing Code: _____

Agreement No: 127942

Agreement Date: 9/25/2014

TELECOMMUNICATIONS SERVICE AGREEMENT

Pursuant to this Telecommunications Services Agreement ("Agreement") entered into by and between Telepak Networks, Inc. dba C Spire Fiber, a Mississippi corporation ("C Spire Fiber"), and the customer identified on page one hereof ("Customer"), C Spire Fiber agrees to provide and Customer agrees to purchase the Telecommunications Services described herein at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of C Spire Fiber's acceptance hereof, and shall be deemed dated the date accepted by C Spire Fiber, as indicated herein.

TERM OF SERVICE. The Telecommunications Services shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which C Spire Fiber notifies Customer that the Telecommunications Service is ready for use, and shall continue for the length of term for such Telecommunications Service stated herein ("Applicable Term"). Following the expiration of the Applicable Term, this Agreement shall continue in effect on a month-to-month basis ("Extended Term"), until canceled by either party by giving thirty (30) days written notice of cancellation. The Parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that C Spire Fiber shall not be liable to Customer in any way for failure to commence the Telecommunications Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Telecommunications Service provided by C Spire Fiber during the Applicable Term shall be that charge stated herein, and the charges for each month's Telecommunications Service during the Extended Term, if any such term arises, shall be based upon the then-current monthly charges provided by any Applicable Tariff or C Spire Fiber's standard charge for the same or similar services ("Monthly Charge"). C Spire Fiber shall invoice Customer for Telecommunications Services on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by C Spire Fiber within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against C Spire Fiber because of the Telecommunications Services provided by C Spire Fiber to Customer, shall be charge to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of C Spire Fiber's lawfully filed and approved state and federal tariffs relating to the services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting C Spire Fiber's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Telecommunications Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of C Spire Fiber's lawfully filed tariffs.

EQUIPMENT. Customer understands and acknowledges that, for C Spire Fiber to provide the Telecommunications Services, certain Minimum System Requirements, as that term is defined herein, must be maintained by Customer. Customer acknowledges that Minimum System Requirements are subject to change depending upon the specific installation environment provided by Customer, and C Spire Fiber makes no representation or warranty that additional Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the Minimum System Requirements for each Telecommunications Service provided by C Spire Fiber. C Spire Fiber may, at Customer's request, install the Equipment at the Origination and Termination Locations. Customer agrees to provide an installation environment and electrical and telecommunications connections as provided for in any applicable supplier or manufacturer installation manual or as otherwise specified by the supplier or manufacturer of the Equipment.

INTERCONNECTION. The Telecommunications Services do not provide interconnection to any other transmission service or facility C Spire Fiber or any other telecommunications carrier.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Telecommunications Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Telecommunications Services. Any fees, taxes or other lawful charges paid by C Spire Fiber in connection with the Equipment or use thereof or provision of service hereunder, (exclusive of any taxes based on the net income of C Spire Fiber) shall become immediately due from Customer to C Spire Fiber. This provision shall survive the termination of this Agreement and the use of the Telecommunications Services pursuant hereto.

DEFAULT. Customer shall be in default of this Agreement if one or more of the following occurs: (a) Customer fails to make payments when due; (b) Customer becomes insolvent; (c) Customer fails to keep any promise contained in this Agreement, credit application, or any other agreement with C Spire Fiber; (d) Customer makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided; (e) Customer fails to provide any additional deposit C Spire Fiber may require; or (f) Customer exceeds its credit limit, if any.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, C Spire Fiber may, in its sole discretion, do any one or more of the following: (a) terminate the Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of Agreement immediately due and payable; or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from the default or the exercise of C Spire Fiber's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to C Spire Fiber at law or in equity. No express or implied waiver by C Spire Fiber of any default shall constitute a waiver of any other default by Customer or a waiver of any of C Spire Fiber's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

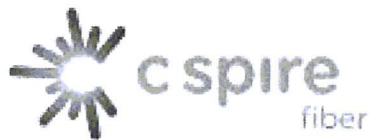
LIMITATION OF LIABILITY. C SPIRE FIBER SHALL HAVE NO RESPONSIBILITY, LIABILITY, OR OBLIGATION TO CUSTOMER, ITS AGENTS, OR CUSTOMERS FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, OR LOSS OF USE, REGARDLESS OF WHETHER COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, BY REASON OF ANY ACT OR OMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DEFECT OR DELAY IN AVAILABILITY; (B) FOR THE INACCURACY OF ANY INFORMATION OR THE INADEQUACY OF ANY PROCEDURES OR PERSONNEL; OR (C) ANY LOSS, INJURY, OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS OMISSIONS, DELAYS OR INTERRUPTIONS IN THE TELECOMMUNICATIONS SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL THE LIABILITY OF C SPIRE FIBER FOR DAMAGES AND/OR LOSSES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS AND DEFECTS IN TELECOMMUNICATIONS SERVICES OR EQUIPMENT FURNISHED BY C SPIRE FIBER AND NOT CAUSED BY THE ACTS OR OMISSIONS OF CUSTOMER, EXCEED THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF TIME DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, OR DEFECT IN TELECOMMUNICATIONS SERVICES OR EQUIPMENT OCCURS.

DISCLAIMER OF WARRANTY. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT C SPIRE FIBER DISCLAIMS ANY WARRANTIES OF ANY TYPE OR KIND REGARDING THE SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

INDEMNIFICATION. Customer agrees to indemnify and save C Spire Fiber harmless from any claims, costs, or liabilities arising, directly or indirectly, out of libel, slander, or infringement of copyright resulting from transmission over C Spire Fiber's facilities; from claims for infringement of patents arising from use of Customer equipment and systems in combination with facilities and Equipment of C Spire Fiber; and from all other claims arising out of any act or omission of Customer in connection with the use of Telecommunications Services or Equipment furnished by C Spire Fiber.

FORCE MAJEURE. C Spire Fiber shall not be in default under this Agreement if and to the extent that any failures or delays in C Spire Fiber's performance of one or more of its obligations hereunder is caused by any of the following conditions and C Spire Fiber's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: acts of God; hurricane; fire; flood; failures, shortages, or unavailability or other delay in the delivery by a third party supplying services, equipment, fiber, or network to C Spire Fiber to the extent such unavailability or delay is not within the reasonable control of C Spire Fiber; government codes, ordinances, laws, rules, regulations, or restrictions; strikes or other labor disputes; acts of terrorism; or any other cause beyond the reasonable control of C Spire Fiber. C Spire Fiber represents that it shall use commercially reasonable efforts to repair fiber cuts and equipment failure in a diligent manner. In the event that such force majeure event extends for more than ninety (90) days, Customer may terminate this Agreement or the applicable Telecommunications Services upon written notice to C Spire Fiber.

C Spire Fiber
1018 Highland Colony Pkwy, Suite 400
Ridgeland, MS 39157
Phone: (800) 342-3716



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TELECOMMUNICATIONS SERVICE AGREEMENT

NOTICES. Notices required under this Agreement shall be in writing and delivered personally, by professional courier, or by certified mail return receipt requested, to the parties at the addresses set forth on page 1 of this Agreement (or at such other addresses as shall be given in writing by either party to the other). All notices shall be effective upon receipt.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to C Spire Fiber hereunder shall be freely assignable, in whole or in part, by C Spire Fiber. Additionally, C Spire Fiber may sell or assign its interest, in whole or in part, in any telecommunication facilities utilized to provide the Telecommunications Services. Customer shall not assign this Agreement or its rights hereunder without the written consent of C Spire Fiber to such assignment. Any such transfer without the consent of C Spire Fiber is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Telecommunications Services and Equipment will be used primarily for commercial purposes as specified herein, and that it will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to C Spire Fiber such further documents and take such further action as C Spire Fiber may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Telecommunications Services and/or the Equipment and the rights of C Spire Fiber to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Telecommunications Service.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by C Spire Fiber in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and C Spire Fiber and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys' fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to C Spire Fiber in the event of default by Customer as more particularly set forth above. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes C Spire Fiber to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases C Spire Fiber from any and all claims arising against C Spire Fiber or its affiliates in connection with such investigation and agrees to indemnify and hold C Spire Fiber harmless from any and all liability, damages and costs, including attorney's fees, arising in connection with such investigation. Customer acknowledges and agrees that C Spire Fiber may terminate this Agreement any time before the Services Commencement Date in the event C Spire Fiber determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to C Spire Fiber.

ENTIRE AGREEMENT; MODIFICATION. Subject to any applicable Tariff, this Agreement correctly set forth the entire agreement between C Spire Fiber and Customer with respect to the Telecommunications Services by C Spire Fiber to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement and the Service Agreement may be modified or amended only in writing signed by both parties.

Lacey M. Clark

From: Brian Lovertich
Sent: Friday, September 26, 2014 8:44 AM
To: Millie P. Rodabough; Lacey M. Clark
Subject: RE: Madison County Fiber Network

See below.. I'll setup a call with the customer, myself and Doc. I've provided the current layout below but we can also provide a better recommendation.

From: Millie P. Rodabough
Sent: Friday, September 26, 2014 8:31 AM
To: Brian Lovertich; Lacey M. Clark
Subject: Fwd: Madison County Fiber Network

Can you check into this?

Sent from my iPhone

Begin forwarded message:

From: Michael K Ozborn Jr. <michael@ozborncommunications.com>
Date: September 26, 2014 at 9:15:41 AM EDT
To: <mrodabough@cspirefiber.com>
Cc: <bhammack@madison-co.com>
Subject: **Madison County Fiber Network**

To Whom It May Concern,

Can you or whomever knows the technical specs of this fiber system please give me a call. I am in the process of pricing routers and switches and need to know exactly how the network will be configured.
I need to know the following:

Will each site have the same subnet mask? I need to know if I can just use a switch or if I will need Routers at each location. This will need routers or a Layer 3 switch on all ends. We have configured this as P2P Layer 2 connectivity. We are just handing them a pipe.

Will Cspire provide the individual site IP addresses or will that be provided by me? This would be provided by the customer.

Is this going to be a "Ethernet" connection or will it be a VPN? This will be an Ethernet connection at all sites.

How will the actual system be configured? As P2P Ethernet at this stage. We would hand him 3 individual connections at Canton. 2 – 5Mbps and 1- 1.5 Mbps (Ethernet)

What will the actual bandwidth be on the connection? T1, t3, Gigabit? Flora 5Mbps P2P to Canton/ Madison 5Mbps P2P to Canton/ Camden 1.5 Mbps to Canton (All individual connections)

Will the termination be an rj 45 8 pin termination or is it just going to be a pair? RJ45

Can you also see what it would cost to drop a 5th hop to 2935 Hwy 51, Canton, MS 39046? We may need a fiber drop here before it is over. (We could add a 5Mbps at this site for \$600)