

# CONTRACT FOR SERVICE

This contract made this 8th day of July, 1999, between Southwestern Bell Telephone Company (SWBT) and City of Jonesboro is as follows:

1. This contract is effective on the date hereof and remains in effect for a minimum term of 60 continuous months as shown following installation of the services, and thereafter until terminated. (For Leases Services Option—PEI MAARS "Windows NT" System, 5-positions, equipped for six 911 trunks, CAD Interface, and "MAGIC" MIS. All maintenance and repair including system replacement provided on 7 x 24 basis, for the term of this contract. Cost figures as follows: Equipment and Installation \$132,361.29 plus \$33,067.73 60 Month System Maintenance Agreement (Paid up Front) Total Amount due \$165,429.02----plus applicable taxes
2. In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay to SWBT either the costs incurred by SWBT in connection with the engineering, manufacturing or installing of said equipment, facilities or services as set forth in the tariffs of SWBT, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of SWBT plus the full amount of any termination charges applicable. Such charges shall be billed by SWBT to customer and shall be paid within 30 days of receipt thereof.
3. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns and successors in interest.
4. This Agreement shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state in which services are furnished. If federal or state law prohibits a customer from executing any agreement for more than a one (1) year term, then the term of this agreement shall be deemed to be one (1) year and shall be renewable each year for the term of this contract. This Agreement is subject to the provisions of the Arkansas Constitution pertaining to public indebtedness. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state in which services are furnished. In the event that it is determined by an administrative agency or court of law that this Agreement violates any of the above laws, ordinances or regulations, SWBT shall have the option of terminating this Agreement with no further obligation to Customer.

Customer Name: City of Jonesboro

Customer Service Address: 314 West Washington Jonesboro, AR 72401

Service Date: on or before October 30, 1999

Service Request Acknowledged for  
Southwestern Bell Telephone Company

Service Requested for Aforementioned Customer  
City of Jonesboro

Name: Freight A. Williams  
Title: AREA MGR. - 911  
Date: 7-8-99