

SPECIAL SERVICE ARRANGEMENT (SSAR) APPLICATION  
EMERGENCY  
NUMBER SERVICE (E9-1-1)

CITY OF JONESBORO, ARKANSAS

AT&T (hereinafter "Company") and the City of Jonesboro, Arkansas (hereinafter "Customer") hereby agree to amend the original Service Application for Universal Emergency Number Service (E9-1-1) of CITY OF JONESBORO, ARKANSAS, signed by the MAYOR on 1/02/1991 (collectively "Application") as follows:

1. On and after the effective date, Company agrees to charge and Customer agrees to pay a monthly recurring charge of \$970.00 for services rendered pursuant to the Application. Company agrees to charge and Customer also agrees to pay an additional, total non-recurring charge of \$118,195.00 for all sites to which Company provides service on the effective date of this Amendment. These charges will supersede the charges as set forth in the original Application. A non-recurring charge shall be billed for each site when the Customer orders the equipment for that site. The monthly recurring charge for each site shall start when the equipment is installed and Customer accepts the equipment for that site; provided, however, that if Customer neither accepts nor rejects the equipment within thirty (30) days of installation, the equipment shall be deemed to be accepted. The Equipment to be installed is :  
Reinstatement of 911 Answering equipment License/Software/Support for 60 Months; Plant Vesta Pallas (4 positions) And Two additional Positions Added for a total of Six Answering positions at the CITY OF JONESBORO 911 Dispatch, Jonesboro, Arkansas. This will include upgrading Servers, BCM and Workstations License and support.
2. Customer and Company agree that the damage to Company in the event that Customer terminates the Application before it expires is not readily susceptible to calculation. Therefore, unless otherwise prohibited by law, if Customer terminates the Application prior to the end of its term for other than uncured breach of contract by Company or non-appropriations, Customer agrees to pay Company, as liquidated damages and not as a penalty, a termination charge equal to one-half of the payments remaining for the balance of the Term (Termination Charge).
3. The Term of this Application as to each PSAP shall be sixty (60) months from the date of acceptance by each PSAP for the Customer Premises Equipment (CPE) supplied under this Agreement. The Application shall not be extended if either Party gives written notice, not less than ninety (90) days prior to the completion of the term, to the other Party of its intent not to extend. If neither Party serves notice of its intent not to extend the Application as amended, it will renew automatically on a month to month basis; provided however, that during said renewal period

either Party may terminate the Application on ninety (90) days notice to the other Party. Should Company give notice of its intent not to extend the term of the Application, and Customer cannot reasonably make alternative arrangements to obtain maintenance services or replacement equipment provided for under this Amendment, Customer can request and Company shall not unreasonably withhold its consent to an additional one-hundred-eighty (180) day extension of the Application.

4. Except for the specific additions and/or deletions specified in the amendment of Exhibit, all terms and conditions of the Application apply, and supersede any and all prior agreements, arrangements and understandings relating to the subject matter hereof. Together with the Company's tariffs, the Application as amended sets forth the entire understanding of the parties. Neither party has made any representation, promise inducement or statement of intention that is not embodied in the original Service Application, or the amendments thereto.
5. Except as specifically set forth herein or in Company tariffs on file with the Arkansas Public Service Commission, Customer shall not receive ownership, exclusive use or any other right or interest in the facilities, including the customer premise equipment, used by Company to furnish the services provided hereunder.
6. If federal or state law prohibits the Customer from executing any agreement that crosses its fiscal year, then the term of this Application shall be deemed to be through its fiscal year, and automatically renewable at the beginning of each fiscal year through the period specified elsewhere in the Application. In the event that Customer is unable to obtain funding for the next fiscal year for the services specified in this Application, then this Service Application shall terminate at the end of the last fiscal year for which funding is appropriated and Customer shall not be obligated to pay Termination Charge described above; provided, however, that Customer agrees to make reasonable efforts to obtain funding. Customer agreed that if it terminates this Application pursuant to this paragraph, it will not purchase the same or a substitutable service(s) from another provider during the term otherwise remaining on this Application. In the event that it is determined by an administrative agency or court of law that this Service Application violates any laws, ordinances or regulations, or in the event a court of law determines that this contract breaches other obligations of the Customer, then AT&T and the Customer each has the option of terminating this Application with no further obligation to the other party.
8. The term "E9-1-1 Service" herein shall have the same meaning as that set forth in the Application.
9. "E9-1-1 Service" is subject at all times to the tariffs of the Company, and the rules and regulations promulgated, issued and/or approved by the

Arkansas Public Service Commission. Should any conflict arise between the terms of this Application and the Company's tariffs, the Company's then-existing tariffs shall prevail. If such tariffs are removed and not replaced, the terms of the then-existing tariffs shall be incorporated by reference herein, including without limitation all disclaimers of warranties and limitations of liability and remedy.

10. Company and Customer hereby agree that each will fully cooperate with the other to perform all necessary acts in order to facilitate the provision of "E9-1-1 Service".
11. If any article, paragraph, clause or provision, or any portion thereof, of this Service Application is determined invalid or unenforceable, either judicially or administratively, such judgment shall not affect, impair or invalidate the remaining articles, paragraphs, clauses or provisions hereof, the intention being that the various articles, paragraphs, clauses or provisions hereof are severable.
12. All communications and notices required by or relating to this Application shall be deemed to have been made upon receipt by the addressee. All communications and notices required by or relating to this Application shall be addressed to the respective parties as follows:

If to the Customer  
CITY OF JONESBORO 911  
410 W WASHINGTON  
JONESBORO, AR 72401  
Attention: Jeff Presley

and

If to the Company:  
AT&T E911 Public Safety Solutions  
Attn: David Carter  
1111 W. Capitol Ave. Rm 585  
Little Rock, AR 72201

The above addresses may be changed at any time by giving ten (10) days prior written notice either by hand delivery or by certified mail, return receipt requested.

13. This Application shall be governed by and construed in accordance with the laws, court decisions and administrative law decisions of the State of

ARKANSAS; provided, however, should either party desire to pursue any claim or cause of action against the other relating to this Application, the "E9-1-1 Service" included herein, notwithstanding any provision of any statute, law, city charter, ordinance or court decision to the contrary, the party desiring to assert such claim or cause of action must do so in a forum with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.

14. The Customer warrants to the Company that the person executing this Agreement on its behalf is duly authorized to execute this Amendment, and that all necessary action has been taken by the Customer's governing body to authorize the execution of Agreement.

EXECUTED in quadruplicate originals as of the date(s) set forth below the parties' respective signatures.

**AT&T**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_