CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 1, 2011 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Morgan followed by the pledge of allegiance to the flag led by Alderman Cashion.

ROLL CALL City Clerk, Russell Wall

Present:
Jehu Brabham – Alderman-at-Large
Tony Hisaw – Alderman Ward 1
Tony Greer – Alderman Ward 2
William O Barnett – Alderman Ward 3
Kathy Peace – Alderwoman Ward 4
Mike Morgan – Alderman Ward 5
Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - L

MOTION made by Alderman Brabham and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-L. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

CONSTRUCTION, FAÇADE, AND SIGN APPROVAL – 102 CLINTON CENTER DRIVE – BONSAI JAPANESE STEAKHOUSE

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved a request by the Bonsai Japanese Steakhouse for the construction, façade, and sign to be located at 102 Clinton Center Drive in the City of Clinton, Mississippi. The Planning and Zoning Commission and the Architectural Review Committee recommended approval. **MOTION CARRIED UNANIMOUSLY**

FENCE APPROVAL – 314 LAWSON STREET – PATRICK CONN

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the request by Patrick Conn for a fence to be located at 314 Lawson Street in the City of Clinton, Mississippi. The board also approved that the fence be left in its natural state with no stain or paint. The Planning and Zoning Commission and the Historical Preservation Committee recommended approval. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE APPOINTMENT OF ANDI MCDANIEL TO THE PARKS AND RECREATION ADVISORY BOARD

Upon presentation by Tony Hisaw, Alderman Ward 1, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderwoman Peace the board approved the appointment of Andi McDaniel to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE RE-APPOINTMENT OF INGRID WILLIAMS TO THE CLINTON PUBLIC SCHOOL DISTRICT BOARD

Consideration of this item was moved to the end of the agenda.

APPROVE A RESOLUTION ALLOWING THE CITY TO PERFORM CASH MANAGEMENT SERVICES AT THE CITY'S DESIGNATED DEPOSITORY TRUSTMARK NATIONAL BANK

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved a resolution allowing the City to perform Cash Management Services at the City's designated depository Trustmark National Bank. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND INNOVATIVE COMPUTER SOLUTIONS FOR MAINTENANCE OF THE CITY'S COMPUTERS AND THE CITY'S COMPUTER NETWORKS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board authorized the Mayor to execute a maintenance agreement between the City of Clinton, Mississippi and Innovative Computer Solutions for maintenance of the City's computers and the City's computer networks. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE ACCEPTANCE OF HOMELAND SECURITY GRANT FUNDS TOTALING $72,500.00 AND FURTHERMORE APPROVE THE PURCHASE OF AN UP TO DATE LIVE SCAN ELECTRONIC FINGERPRINTING SYSTEM FROM STATE CONTRACT FOR $19,279.00 AND TO APPROVE THE RENEWAL OF A LEASE AGREEMENT FOR THE BUILDING LOCATED AT 1448 NORTHSIDE DRIVE FOR STORAGE OF EMERGENCY RESPONSE AND BOMB TEAM EQUIPMENT FOR $54,000.00 USING FUNDS FROM THIS GRANT AND $4,000.00 FROM THE 2009-2010 HOMELAND SECURITY GRANT AWARD

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board approved the acceptance of Homeland Security Grant funds totaling $72,500.00 and furthermore approved the purchase of an up to date Live Scan electronic fingerprinting system from state contract for $19,279.00 and approved the renewal of a lease agreement for the building located at 1448 Northside Drive for storage of emergency response and Bomb Team equipment for $54,000.00 using funds from this grant and $4,000.00 from the 2009-2010 Homeland Security Grant Award. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO EXECUTE THE WEBQA CONTRACT

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board authorized the Mayor to execute the WEBQA contact. Furthermore, the board approved that prior to executing this contract that the City take this contract to the Clinton Chamber of Commerce Board to explain to them why the City wants to enter into this agreement. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE THE LEASE/PURCHASE PROPOSALS FROM TRUSTMARK BANK FOR FIVE (5) MARKED POLICE VEHICLES AND FOR ONE (1) UNMARKED POLICE VEHICLE

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Greer the board approved the lease/purchase proposals from Trustmark Bank for five (5) marked police vehicles and for one (1) unmarked police vehicle. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE RE-APPOINTMENT OF INGRID WILLIAMS TO THE CLINTON PUBLIC SCHOOL DISTRICT BOARD

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved the re-appointment of Ingrid Williams to the Clinton Public School District Board. Alderman Barnett left the meeting at 7:32 pm and returned to the meeting at 7:33 pm. Alderman Barnett did not participate in the discussion of this item nor did he vote on this item. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:35 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Cashion to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on March 15, 2011 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

3-2-11
Date

ATTEST: Russell L Wall
Russell L. Wall, City Clerk

3-2-11
Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

February 16, 2011

Jerry Bounds
City of Clinton

RE: Bonsai Japanese Steakhouse

Dear J.B.

Thank you for helping us to resolve the changes on our construction project for Bonsai. I am hoping this letter will answer any questions or concerns you may have.

Our designer, Sherri Sellers Design and Construction Management, LLC, was hired to design the décor of the restaurant. The overall design of the new restaurant will be contemporary and modern with leanings towards a "green" feel with an underlying Japanese flair.

After having visited the construction site, Ms. Sellers noticed that across the street there is a hotel with a red roof. The original color board that was presented to the city contained a red roof color. We felt that because we didn't want the same color roof and our roof shouldn't "clash" with the roof across the street, we wanted to go to a color that was a little more subtle. In doing so, it was necessary to change the coordinating colors of the exterior to match the new roof. Although we did keep one color the same.

All the materials that we are using are the same as the original plan: stone, wood siding, stucco, wood beams, and metal roof. We have changed the color of the stone, 2 colors of the paint on the stucco, and the metal roof color.

We apologize for any inconvenience and appreciate your help in this matter. We have finally gotten the construction going full swing and hope that these minor changes will not present any delays. If there is anything else that we can do, please feel free to contact me at (601) 750-2471.

Sincerely,

Cheryl Truong

City of Clinton
Mississippi
Community Development

February 16, 2011

Mrs. Cheryl Truong
110 Arrowhead Trail
Brandon MS 39047

Mrs. Truong:

I have received your request to change exterior materials and colors of the Bonsai Stake house. The Architectural Review Committee will meet on the 16 of February to discuss these changes. I will call you or George on Thursday and discuss their decisions. I have you on schedule to appear before the Planning and Zoning Commission on February 22, 2011 at 6:30 and the Mayor and Board of Alderman on March 1, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,

Jerry "J.B." Bounds
Director
Community Development


BONSAI

From: "Danny Street" <danny.street@allmetrofence.com>
To: <PConn@mbhs.org>

Date: Wednesday, February 02, 2011 02:04PM
Subject: RE: 6x6post

History: ➾ This message has been forwarded.

Patrick, this is a 4' tall picket fence. Of course as you can see it is painted white. Take a look at this and see if you can submit.

From: PConn@mbhs.org [mailto:PConn@mbhs.org]
Sent: Tuesday, February 01, 2011 3:01 PM
To: Danny Street
Subject: Re: 6x6post

Danny,

Got the pics. I'll let you know something as soon as I know something. Thanks for your patience.

-----Danny Street <danny.street@allmetrofence.com> wrote: -----

To Whom It May Concern:
Attached is a picture and rough drawing of the side fence for my property on 314 West Lawson Street. It will be a 4-foot high, picket-designed, cedar fence. The length of the fence will be 52' long, 8' wide in the front (includes gate), and 4' wide in the back (includes gate).

Patrick Conn
601-832-9726

City of Clinton
Mississippi
Community Development

February 4, 2011

Mr. Patrick Conn
P.O. Box 965
Clinton, MS 39060

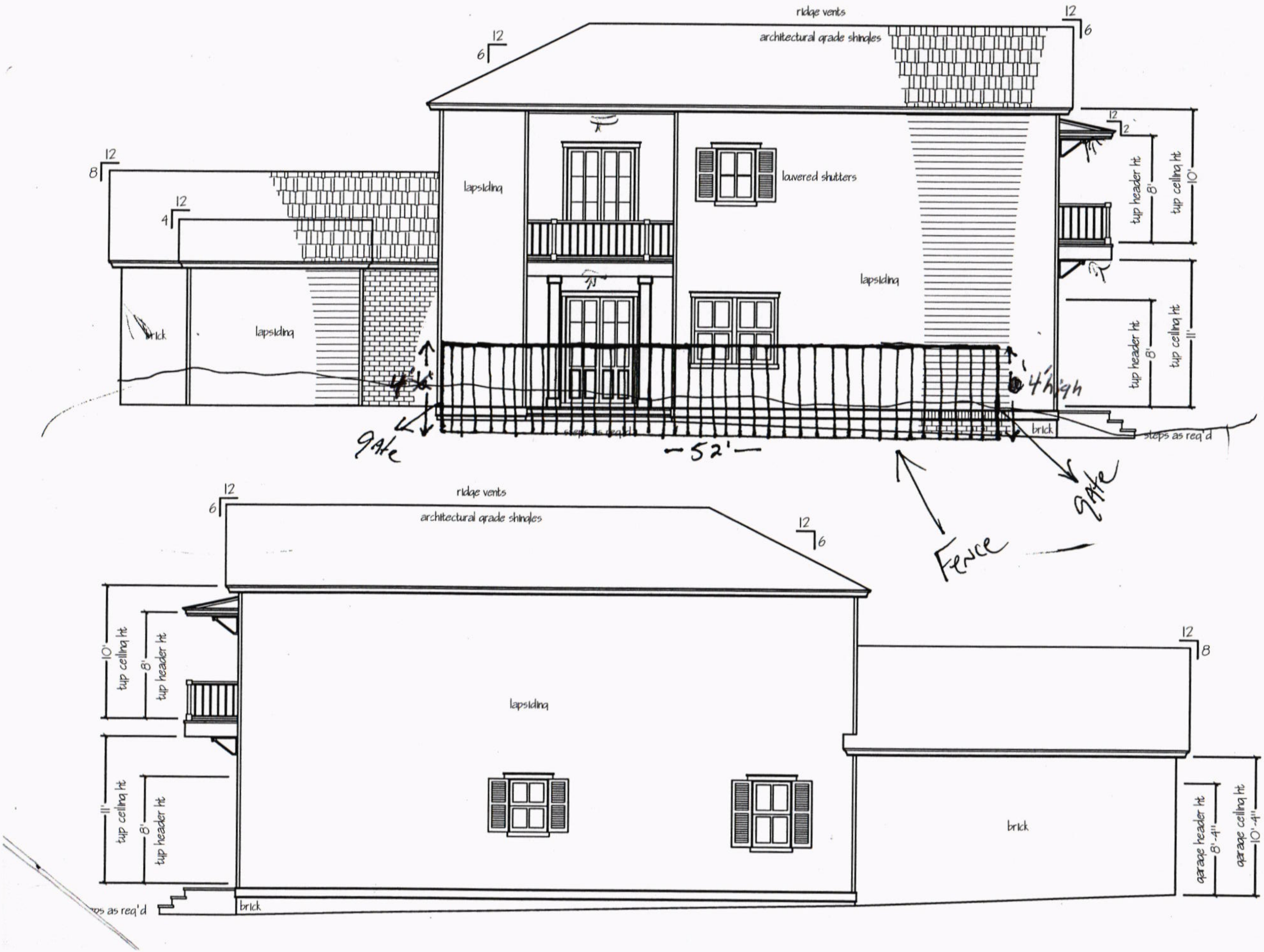
Mr. Conn:

I have received the drawings and a letter requesting permission to place a 4 ft high fence in the Spring Hill subdivision. It is understood that the fence is to be placed in the side yard between lot 12 and lot 13. I have you on schedule to appear before the Planning and Zoning Commission on February 22, 2011 at 6:30 and the Mayor and Board of Alderman on March 1, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

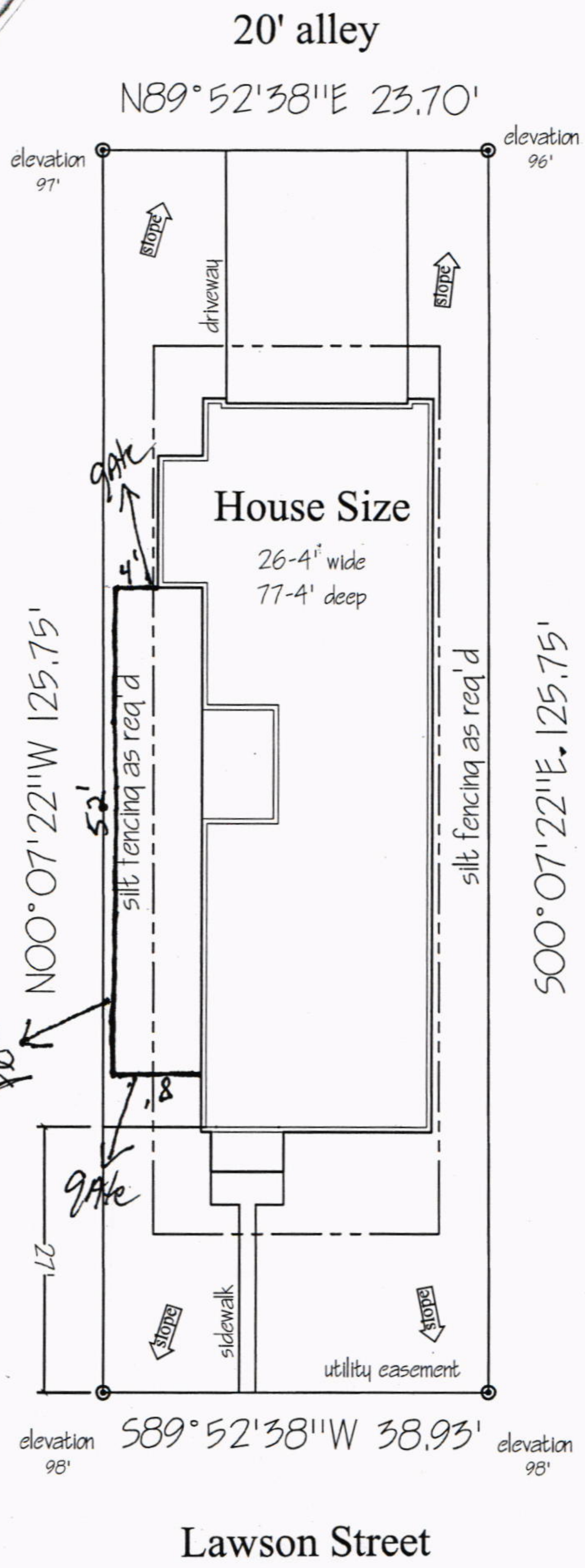
If you have any questions I can be reached at (601) 924-2256.

Sincerely,

Jerry "J.B." Bounds
Director
Community Development



ridge vents
architectural grade shingles
lapsiding
louvered shutters
lapsiding
lapsiding
brick
tup header ht 8'
tup ceiling ht 10'
tup header ht 8'
tup ceiling ht 11'
brick
steps as req'd
4'
4' high
gate
gate
52'
Fence
ridge vents
architectural grade shingles
lapsiding
brick
tup ceiling ht 10'
tup header ht 8'
tup ceiling ht 11'
tup header ht 8'
garage header ht 8'-4"
garage ceiling ht 10'-4"
brick
steps as req'd



SPRING HILL

Lot #13

Property situated in
section 30, township 6 north - range 1 west
City of Clinton,
Hinds County, Mississippi

House Size

26-4' wide
77-4' deep

House Pad Size

36' wide
98' deep

House Elev.

100'-0"

Setbacks	
16'	front
20'	rear
5'	sides

SITE PLAN

1" = 8'

CERTIFICATE OF RESOLUTIONS
CASH MANAGEMENT SERVICES

TO: TRUSTMARK NATIONAL BANK ("Trustmark")

Name and Address of Organization ("Organization"):

City of Clinton
PO Box 156
Clinton, MS 39060

Federal Tax I. D. Number: 64-6000260

Date of Meeting: March 1, 2011

Type of Organization:

- [ ] Corporation
- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Company
- [ ] Sole Proprietorship
- [ ] Unincorporated Religious Society
- [ ] Unincorporated Association
- [x] Other: Municipal Government

Governing Body:

Board of Directors
Partners
General Partners
Members and/or Managers
Owner
Board of Trustees, Deacons or Elders
Board of Directors or ____________
Board of Aldermen or Mayor

WHEREAS, Organization has designated Trustmark as a depository of this Organization and one or more deposit accounts have been opened by Organization with Trustmark; and,

WHEREAS, in conjunction with Organization's deposit account(s), Organization wishes to use certain services and products offered by Trustmark (collectively referred to as "cash management services and products"); and,

WHEREAS, even if Organization may have designated that two or more signatures are required to withdraw funds from its deposit account(s) at Trustmark ("multiple signature requirement"), Organization does not desire to impose such multiple signature requirement with respect to withdrawals made or initiated by the use of such cash management services and products; and,

WHEREAS, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw funds from certain accounts through which Trustmark's cash management services and products shall be offered, the Organization (in addition to the Authorized Signers designated in any other resolution) desires to designate **any one** of the Authorized Customer Representative(s) set forth below to execute operating, cash management, funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, safe deposit box, lockbox, positive pay, electronic balance reporting, and other agreements relating to deposit accounts with Trustmark, and to otherwise initiate transactions or instructions using security procedures applicable to any Trustmark cash management services and products used by Organization; and,

WHEREAS, regardless of the identity of the initiator, Organization further desires to authorize the initiation of transactions or instructions using security procedures applicable to any Trustmark cash management services and products used by Organization.

NOW THEREFORE,

I hereby certify that the following resolutions were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof:

RESOLVED, that the following is/are hereby designated as "Authorized Customer Representative(s)" hereunder and that notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, **any one** of the following Authorized Customer Representatives is hereby authorized and vested with full authority to act for and on behalf of Organization:

Name	Title	Specimen Signature
Rosemary G. Aultman	Mayor	Rosemary G. Aultman
Jehu Brabham	Alderman-At-Large	John Brabham
Russell L. Wall	City Clerk	Russell L. Wall
Jimmy Baldree	Dept. Clerk/City Accountant	J. Baldree

RESOLVED, that this Organization may from time to time enter into operating, cash management, funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, safe deposit box, lockbox, positive pay, electronic balance reporting, and other agreements relating to deposit accounts with Trustmark and that (in addition to the Authorized Signers designated in the resolutions authorizing deposit accounts and related services) any one of the Authorized Customer Representatives designated above is hereby authorized, for and on behalf of Organization, to (1) complete, accept, execute, amend, supplement, and deliver to Trustmark agreements, applications, forms and other documents, in either paper or electronic form, on behalf of this Organization, upon such terms and conditions as that person may deem appropriate, (2) to appoint and delegate, from time to time, persons who may act on behalf of this Organization pursuant to, and with regard to, such agreements, (3) add, delete, or change any services or products used by this Organization and the Organization accounts for which the services or products may be used, and (4) may further initiate transactions or instructions using security procedures applicable to any Trustmark cash management services and products used by Organization;

RESOLVED, that regardless of the identity of the initiator, the initiation of a transaction or instructions using security procedures applicable to any Trustmark cash management services and products used by Organization constitutes sufficient authorization for Trustmark to execute such transaction or instruction notwithstanding any particular designation by Organization of authorized persons or signature requirements identified on any signature card or other documents relating to Organization's deposit account maintained with Trustmark, and that the submission of transactions and instructions using the security procedures shall be considered the same as an authorized written signature of an authorized signatory(ies) of Organization in authorizing Trustmark to execute each such transaction or instruction;

RESOLVED, that Organization shall be bound by any and all transactions initiated either by any Authorized Customer Representative or solely through the use of security procedures designated for any applicable cash management services and products, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Organization;

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved;

RESOLVED, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions;

RESOLVED, that these resolutions supersede all resolutions of like tenor previously furnished to Trustmark but do not supersede the resolutions authorizing deposit accounts and related services;

RESOLVED, that any officer of the Organization or any member of the Governing Body is authorized to provide written notice to Trustmark in the event these resolutions are hereafter modified or rescinded; and

RESOLVED, that these resolutions will continue in full force and effect and shall remain irrevocable as far as Trustmark is concerned until Trustmark is notified in writing of their modification or rescission, which shall have prospective effect only.

I further certify that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization.

I further certify that there is no provision within the articles or incorporation, the by-laws, the articles of organization, the operating agreement, the partnership agreement, or other governing document of the Organization, whichever of the foregoing instruments is applicable, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law.

I further certify that the foregoing resolutions (i) have not been modified, amended or rescinded, (ii) are in full force and effect, and (iii) are binding upon the Organization.

I further certify that the Organization is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly registered in all states in which it does business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Organization on the date first set forth above.

ATTEST:

RUSSELL L. WALL, CITY CLERK

3-2-11
DATE

ROSEMARY G. AULTMAN, MAYOR

3-2-11
DATE

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

676 S. Pear Orchard Rd, Suite A
Ridgeland, MS 39157
601.953.9923 | www.ics-ms.com

Description	ICS I-SUPPORT
Remote Support	8am-5pm Monday-Friday
On Site Support	8am-5pm Monday-Friday
Monitoring	24x7x365
Holidays	New Years Day, Memorial Day, Labor Day, Thanksgiving Day & day after, Christmas Eve & Day Holidays that fall on weekends will be observed either the Friday before or Monday after.

ICS I-SUPPORT Monthly Price: $3600.00

roved By: ROSEMARY G. AULTMAN Rosemary G. Aultman City of Clinton 3-2-2011
Print Name Signature Company Name Date

Address: 300 JEFFERSON St. Clinton, MS 39056
Street Address City, State, Zip

Attest: Russell L Wall 3-2-2011
City Clerk

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

676 S. Pear Orchard Rd, Suite A
Ridgeland, MS 39157
601.953.9923 | www.ics-ms.com

ICS Managed Services (I-SUPPORT)

The City of Clinton

Mr. Russell Wall
rwall@clintonms.org
601-924-5474
301 Jefferson Street
Clinton, MS 39157

What is I-SUPPORT?

a single FIXED MONTHLY FEE, Innovative Computer Solutions, Inc. will remove the burden of managing your network by providing everything you need for maintaining your Servers, Desktops, Laptops, Smartphone's, Switches, Routers, Printers and more. This allows you to leverage our resources in order to increase efficiencies while *REDUCING YOUR COSTS.*

Our Managed Services (I-SUPPORT) are Information Technology Services delivered to a committed service level in exchange for a PREDICTABLE fee with no long term contracts and can be canceled by either party within 30 days.

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I-SUPPORT Technology Services Agreement

1. Term of Agreement

This Agreement between The City of Clinton, herein referred to as Client, and Innovative Computer Solutions, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of one year and be reviewed quarterly from date of execution to address any necessary adjustments or modifications. The Service Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement. This agreement can be canceled by either party with a 30 day notice.

2. Fees and Payment Schedule

Fees will be $3600.00 per month, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. Refer to Appendix C for services covered by the monthly fee under the terms of this Agreement.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects. Projects will be quoted and billed as separate, individual Services.

3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

4. Coverage

Network Monitoring Services will be provided to the Client by Service Provider through remote means on a 24/7/365 basis. Remote Helpdesk of Client's IT networks and On-Site Technical Assistance will be provided between the hours of 8:00 am - 5:00 pm Monday through Friday, excluding holidays. After hours and weekend support will be provided at a rate for $50/hour. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix C. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A. Trouble Tickets must be opened by Client's authorized users, by email, web portal or phone. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment or other costs.

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4. Additional Maintenance Services

Hardware/System Support
Service Provider shall provide support of all hardware and systems specified in Appendix C, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they may be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Virus/Malware Removal for Current, Licensed Antivirus protected systems
Attempted recovery from damages caused by virus/malware infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-provided Antivirus solution.

Monitoring Services
Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix C. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

6. Suitability of Existing Environment

Minimum Standards Required for Services
In order for Client's existing environment to qualify for Service Provider's Technical Services Agreement, the environment must meet requirements as indicated in Appendix B. Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement unless explicitly stated otherwise. It is understood Client will procure equipment and/or software to bring environment up to these Minimum Standards. It is understood Client will procure equipment and/or software to maintain environment up to these Minimum Standards. Service Provider reserves the right to exclude non-compliant equipment and/or software from this Agreement should Client not engage in maintaining an environment up to stated Minimum Standards.

7. Excluded Services

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support
2. The cost of any parts, equipment or shipping charges of any kind.
3. The cost of any Software, Licensing or Software Renewal or Upgrade Fees of any kind expect for GFI Max Remote Management software. It is included with I-SUPPORT.
4. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or

anyone other than Service Provider.

8. Maintenance of Applications or software packages, whether acquired from Service Provider or any other source unless as specified in Appendix C.
9. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix C
10. Failure due to acts of God, building modifications, power failures or other adverse environmental

8. Confidentiality

Service Provider and its agents will not use or disclose Client information except as required by law or necessary to or consistent with providing the contracted services and will protect against unauthorized use.

Client and its agents will not use or disclose Service Provider information except as required by law

9. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all services and equipment listed in Appendix C. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in Appendix C. Service Provider must deem acceptable any equipment/services Client may want to add to this Agreement after the effective date. The addition of equipment/services not listed in Appendix C at the signing of this Agreement, if acceptable to Service Provider, may result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature	Service Provider	Date

Authorized Signature	Client	Date

676 S. Pear Orchard Rd, Suite A
Ridgeland, MS 39157
601.953.9923 | www.ics-ms.com

I-SUPPORT Technology Services Agreement

Appendix A

Priority and Response Times

Trouble	Priority	Response Time	On Site Time (if needed)
Service Not Available (all users and functions unavailable) – System Down Emergency	1	**Within 30 minutes**	**Within 2 Hours**
Significant degradation of service (large number of users or business critical functions affected)	1	**Within 30 minutes**	**Within 2 Hours**
Limited degradation of service (limited number of users or functions affected, business process can continue).	2	**Within 1 Hour**	**Within 4 Hours**
Small service degradation (business process can continue, one user affected).	3	**Within 1 Hour**	**24 Hours**

Support Tiers

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1 where the initial trouble ticket is created. The issue is then identified and clearly documented. Basic hardware/software troubleshooting is then initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier I Support are escalated to Tier 2 where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

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I-SUPPORT Technology Services Agreement

Appendix A (cont) Service Request Escalation Procedure

1. Support Request is received.
2. Trouble Ticket is created.
3. Issue is identified and documented in I-SUPPORT Work Order system.
4. Issue is qualified to determine if it can be resolved through Tier I Support.

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution -issue is worked to successful resolution.
6. Quality Control - issue is verified to be resolved to Client's satisfaction.
7. Trouble Ticket is closed after complete problem resolution and details have been updated in I-SUPPORT Work Order system.

If issue cannot be resolved through Tier I Support:

1. Issue is escalated to Tier 2 Support
2. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

3. Level 2 Resolution -issue is worked to successful resolution
4. Quality Control - issue is verified to be resolved to Client's satisfaction
5. Trouble Ticket is closed after complete problem resolution and details have been updated in I-SUPPORT Work Order system.

If issue cannot be resolved through Tier 2 Support:

1. Issue is escalated to Tier 3 Support
2. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

3. Level 3 Resolution -issue is worked to successful resolution
4. Quality Control -issue is verified to be resolved to Client's satisfaction
5. Trouble Ticket is closed after complete problem resolution and details have been updated in I-SUPPORT Work Order system.

All Tiers: I-SUPPORT will attempt to fix problem using a remote connection first to minimize downtime. If the problem cannot be resolved from a remote connection, an onsite visit will be scheduled.

All service tickets are updated after each incident. A report detailing work performed will be generated each week for the client. This report will include:

1. Problem description
2. Person/Department reporting problem
3. Detailed Resolution (onsite or remote)
4. Time spent on problem

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I-SUPPORT Technology Services Agreement

Appendix B

Minimum Standards Required for Service

(as of January 1, 2011)

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows XP Pro or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
6. All Wireless data traffic in the environment must be securely encrypted.
7. There must be an outside static IP address assigned to a network device allowing RDP or VPN access. (remote access)
8. Backup solution of client data must be in place and verified as functioning as per manufacturer's recommended guidelines.

If any of these standards are not currently being met, ICS will provide estimates for any hardware/software needed to meet these standards.

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I-SUPPORT Technology Services Agreement

Appendix C

General Maintenance

Description	Frequency	Included in Maintenance
Document software and hardware changes	As needed	YES
Test data backups with restores	Quarterly	YES
Provide weekly or monthly reports of work performed detailing which user/department the work was provided	Weekly/Monthly	YES

Servers

Description	Frequency	Included in Maintenance
Manage Servers	Ongoing	YES
Check Print queues	As Needed	YES
Patch Management (service packs, firmware, hotfixes, Windows updates)	As Needed	YES
Check event logs of all servers and identify any potential issues	On Going	YES
Monitor Hard drive free space on all servers	On Going	YES
Monitor Active Directory Replication	On Going	YES
Monitor WINS server replication	On Going	YES
SQL Server management	As Needed	YES
Reboot servers if needed	As Needed	YES
Run defragmentation and check disk on all servers	Monthly	YES
Install all software upgrades	As Needed	YES
Create a network map of all Servers, Desktops, laptops, and networking equipment for all departments	Within 4 Weeks/ Update as needed	YES
Train 1 user from each department to monitor status of data backups and contact ICS if there is a failure	As Needed	YES
Alert client to potential problems	As Needed	YES
Clean and prune Active Directory Structure, keep efficient & active	As Needed	YES

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I-SUPPORT Technology Services Agreement

Appendix C (continued)

Disaster Recovery

Description	Frequency	Included in Maintenance
Work with client to develop disaster recovery plan	As Needed	YES

Devices

Description	Frequency	Included in Maintenance
Manage Desktop and Laptops	Ongoing	YES
Manage Imaging – Network printers, copiers, and scanners	Ongoing	YES
nage other network devices	Ongoing	YES
Manage Smartphone's	Ongoing	YES

Networks

Description	Frequency	Included in Maintenance
Check router logs	Ongoing	YES
Performance monitoring / capacity planning	Ongoing	YES
Monitor switches, routers, and ensure everything is operational	Ongoing	YES
Maintain connectivity to the Internet	Ongoing	YES

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ICS I-SUPPORT Technology Services Agreement

Appendix C (continued)

Security

Description	Frequency	Included in Maintenance
Check firewall logs for unusual activity	Ongoing	YES
Confirm that antivirus definitions are updated	Ongoing	YES
Confirm that antispyware/antimalware definitions are updated	Ongoing	YES
Confirm that data backups are occurring on a daily basis	Monthly	YES
Create new directories, shares, security groups, new accounts, disable/delete old accounts, manage account policies	As Needed	YES
Permission and file system management	As Needed	YES
ip new users including security credentials and applications	As Needed	YES
Monitor for unusual activity for among users	As Needed	YES

Applications

Description	Frequency	Included in Maintenance
Ensure Microsoft Office Applications are functioning as designed	As Needed	YES
Ensure Adobe Acrobat Applications are functioning as designed	As Needed	YES
Ensure backup applications are functioning as designed	Monthly/As Needed	YES
Install software updates	As Needed	YES
Work with software companies to resolve any issues within 3rd party applications	As Needed	YES

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ICS I-SUPPORT Technology Services Agreement

Appendix C (continued)

Service Rates

Labor	Rate
Remote Support M-F 8am-5pm	INCLUDED
Onsite Support M-F 8am-5pm	INCLUDED
Remote Support - after normal hours/weekends/holidays	$50/hour
Onsite Support – after normal hours/weekends/holidays	$50/hour

Services Included and Equipment Covered

Service	Quantity	Notes
Managed Servers	6	
Managed Desktops		
Managed Devices:		Switches, Routers, VPN
Managed Email:	CPD & Parks	Managed by Us Networx
Managed Spam:	None	
Managed Email Archive	None	
Managed Antivirus	125 Accounts	All Departments
Managed Web Filtering	65 Accounts at CPD	
Managed Printers		

*A Detailed inventory of all hardware (servers, desktops, laptops, network equipment, and printers) will be created with 4 weeks of agreement.

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Advantages of ICS Managed Services (I-SUPPORT)

1. Network Documentation:

I-SUPPORT includes a full and up to date network documentation and inventory within 4 weeks of paid engagement. We will provide adequate documentation illustrating all servers, all workstations and all peripherals. The documentation will also itemize the software in use within the network as well as a detailed description of the hardware and settings of the network. This document will be updated as needed and again annually to reflect any changes in assets.

2. Change from Reactive to PROACTIVE:

Reliability, high availability and uptime are no longer an option in today's networks. I-SUPPORT leverages GFI Max, the industry leader in Network Management and Remote Monitoring Software, to actively monitor every heart beat of your network. This management and monitoring ability often anticipates and proactively corrects problems that can be disastrous to your network before you know about them and before they become a catastrophe.

3. Response Times:

When you contact us to request support, we will contact you within 1 hour. If you contact us about an emergency issue, we will respond within 30 minutes and be on site if needed within two (2) hours from the request receipt. All non-emergency issues are given priority response. An emergency is to be declared by the client but normally is defined by an impact to 20% or more of the users or an impact to a major business application or critical system such as an HR manager's PC during payroll.

4. Network Alerting and Monitoring:

So what is monitored?

Windows Servers	Printers	
1. Antivirus	1. Connectivity	
2. Connectivity	2. Page Count	
3. CPU Utilization	3. Toner Level	
4. Disk Space	4. Traffic	
5. Memory Usage	5. Memory Usage	
6. Windows Event Logs		

Network Status	Network Devices	Windows Workstations
1. Backup Schedule	1. Connectivity	1. Antivirus
2. Internet Integrity	2. HTTP	2. CPU Utilization
3. TCP Port Status	3. SMTP	3. Disk Space
Network Traffic	4. Terminal Services	4. Memory Usage
	5. Telnet	5. Local IP

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5. Service Ticket and Tracking:

Also included is our Service Ticket Tracking Software. You can choose to send an email or call our office for a service ticket to be started or you can login at www.ics-ms.com and create your own service request. This system maintains a full history of all service tickets and resolutions. A report will be generated monthly detailing what work was performed, by whom, how long, and for what user/department.

6. Remote Access:

Fast, 256 Bit RC4 Secure, I-SUPPPORT's Remote Control Software provides easy remote desktop management of your entire computing infrastructure. Each end user also has the capability of optionally blocking remote control access to his or her computer systems. **In** addition, we have the ability to give end users access to remote control their system from a remote location using the same connection method we do. Secure Broadcast Messaging from administrators to all or select computers are also provided. We can even record our remote sessions for future review if required or requested.

7. Reporting:

- Hardware and Software Inventory
- Disk Utilization
- Network Usage and Statistics
- Server and Workstation Uptime History
- I-SUPPORT Trouble Tickets
- Computer Logs and Status

8. Tier 3 Technician

A Tier 3 Technician will conduct a review and analysis of your Network and create a network topology map. Typically we would like to be invited at least once a quarter to discuss changes in your IT environment, planning for future equipment needs, upgrades, moves, adds, changes and anything else that is affecting your Network in order to continuously have a "road map" with predictable budgets.

9. Email Hosting:

Email hosting is provided for The Police and Parks and Recreation. The other departments are being hosted by US Networx. This agreement does include email hosting for all departments.

ICS will work with US Network in the event of an email interruption to get the problem resolved.

10. Anti-Spam: **(optional service – you pay for the service only…we cover the installation and ongoing support)**

Eliminate 99.9% of your Spam NOW without installing anything on the desktops or the servers. This is a hosted solution where your Email gets scrubbed FIRST and is then delivered to the recipient (in less than 3 seconds).

With 8 out of 10 Emails today being junk, you recapture bandwidth and are not bogged down by Spam. Best of all, if your Internet or Email goes down, the system retains Email for one year. While there is no need for fine tuning, users have their own dashboard to examine quarantined Spam.

11. Email Archiving: **(optional service – you pay for the service only…we cover the installation and ongoing support)**

While backup takes care of the disasters, what takes care of the subpoenas and lawsuits? With today's E-Discovery laws you have to be able to produce electronic documents if required by a court. Do you have a way to quickly search your entire email system and find emails to and from specified people about a specified subject? With our email archive solution you will be search past emails for senders, receivers, subjects, text body, and attachments.

12. Off Site Backup: **(optional service – you pay for the service only…we cover the installation and ongoing support)**

Whether your data is located on a Server, Exchange Server, SQL Server or a workstation, we can backup your files nightly and keep versions of them. We can even backup open files, and Unix/Linux Servers. There are no expensive Tape Backups to break. Set it and forget it.

13. Web Filtering: **(optional service – you pay for the service only…we cover the installation and ongoing support)**

With more and more of your business requiring everyone to have Internet access you have to find a way to control what they do with that access. Do you know how much time each employee wastes each day browsing the web on sites that are not work related? With our web filtering solution you can define what sites or types of site your employees can visit during the work day. You can define the rules for the organization, group, or employee. You will be able to run reports to see how your employees are using your time and whether it is to help the business.

14. Vendor Management of other Technical Related Devices:

We take care of managing all your "technology relationships." Let your employees handle the responsibilities of their respecting job while we engage your vendors as needed. Forget having to call your copier company and "speak tech" with them ...we have you covered.

15. Patch Management:

Wondering whether you should download that latest patch from your software vendor? Let us vet these patches prior to implementation via I-SUPPORT. We'll work with you and if needed your software company to ensure your operations aren't impacted by the latest software and/or firmware updates and patches.

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Terms and Conditions

Client must have in place: (if not in place, Innovative Computer Solutions, Inc. may recommend improvements prior to start of service)

1 Adequate Infrastructure (correct wiring, Patch Panels, Switches, etc.)
2 Adequate and working Backup Solution with business class Software or online backup solution.
3 Adequate Business Class Firewall. The Firewall MUST be a FULL Stateful Packet Inspection capabilities at a minimum with IDS/IPS built-in and manufacturer support agreement in place.
4 All PCs must be Windows XP SP2 or newer and all Severs must be 2003 SPI or newer.
5 Must be prepaid 1 Month in advance before work can begin
6 Innovative Computer Solutions, Inc. must be provided access to the client's computer network during business hours to perform required tasks of monthly maintenance and after hours for certain tasks.
7 Client must understand and accept that some work WILL necessitate downtime.
8 It is the CLIENT's responsibility to inform Innovative Computer Solutions, Inc. when adding Workstations, Servers or Network Devices (if not purchased from INNOVATIVE COMPUTER SOLUTIONS, INC).
9 Business Class Internet connection.
10 Ongoing Adequate Infrastructure, Hardware, Software and Services. If any are found to be below Innovative Computer Solutions, Inc.'s minimum standard and the client declines to update/upgrade said infrastructure, hardware, software or service then Innovative Computer Solutions, Inc. reserves the right to exclude the obsolete item from the support agreement or adjust the agreement price on the next billing cycle until the issue is resolved.
11 Client acknowledges that it will hold Innovative Computer Solutions, Inc. harmless from all incidents and losses (Data and loss of time/business/productivity).

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Outside the Scope of Ongoing Network Maintenance (this program) -meaning NOT included:

-Printer/Plotter/Copiers/Fax Repairs are not included (but can be conducted for a separate price/project)
-Wiring/Cabling is not included (but can be conducted for a separate price/project)
-Web Design/modifications, and/or Custom Application Development (but can be conducted for a separate price/project)
-Does not include materials (this is a LABOR contract only)
-Other services are also NOT included (CCTV, Access Control, Digital Signage, etc.)
-Devices or equipment owned by a 3rd party or under contract by a 3rd party (example – Cisco router that is managed by NCIC)

What Requires an On Site Visit:

-Hardware failure
-Disaster Recovery
-Physical installation of any network related equipment or projects
-Client requests on site support
-On Site Training (know that we can conduct Webinars)
-Necessity to manage and evaluate un-managed devices (i.e. battery backup with no SNMP capability, non managed switches, etc.)
-Extensive diagnostics (bandwidth problems, erratic performance)

CLINTON Clinton Police Dept. 2010-2011 Homeland Security Grant Funding

HISTORY • PRIDE • PROGRESS

NOTES:

- **The lease renewal is totaled to be $54,000.00 and the Grant acceptance for this item is only $50,000.00.**
  - Unspent funding from last years (2009-2010) Homeland Security Grant Award will cover the $4000.00 difference and the total will be reimbursed to the City.

- **The City of Clinton, Police, Fire & Public Works Department's have received the following in Homeland Security and other Grant Dollars since 2004:**

o 2004-2005	$199,987.00	Homeland Security
	o $8,500.00	Homeland Security
o 2005-2006	$108,879.00	Homeland Security
o 2006-2007	$138,953.00	Homeland Security
o 2007-2008	$9,620.00	Homeland Security
	o $9,332.00	Homeland Security
o 2009-2010	$114,000.00	Homeland Security
	o $27,613.00	Byrne JAG Grant
o 2010-2011	$72,500.00	Homeland Security **on agenda**

Total (not including DUI Grants)= **$689,384.00**

Response equipment for the SWAT & Bomb Team's valued in excess of $1,000,000.00, are stored out of the weather at the leased location on Northside Drive. In addition the building houses overflow of Public Safety Records, traffic barricades, emergency scene lighting equipment and spare equipment/parts for Police Vehicles. The building is equipped with electronic access controlled locks and a digital camera monitoring system.

Clinton Police Dept. 2010-2011 Homeland Security Grant Funding

Finger Print System:

- Captain Michael Warren has been researching different systems to replace our agencies current system due to the cost of repairs and lack of available/compatible parts.
- Captain Warren found that the best option would be to purchase the system offered by L1 Identity Solutions. Numerous other Agencies throughout MS have this System and recommended it as well.
- The Fingerprint System is listed on the ***GSA IT-70 Contract Schedule*** for Government Agency Purchase and recognized as the Contract Price for the State of Mississippi Purchasing Requirements.
- The system electronically sends digital prints to the STATE/FEDERAL ***Automated Fingerprint Identification System*** when individuals are processed through the Department's jail.
- Captain Warren had Sgt. Peterson list this item on a request for funding to the State Homeland Security Office and has since been approved for funding by the State.
- ***Purchase Price $19,279.00***

LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM
FISCAL YEAR 2010

TOTAL AWARD: $ 50,000.00 (Clinton Police Dept. Bomb Squad)
$22,500.00 (Live Scan Finger Print System Equipment)

Allowable Equipment Costs

Allowable equipment categories for FY09 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at http://www.rkb.us. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the InterAgency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY09 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2010 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY09 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting

ANNEX A

FISCAL YEAR 2010

Law Enforcement Terrorism Prevention Program Grant

City Of Clinton 2010 Homeland Security Grant Funding

1st Priority- City of Clinton: Law Enforcement

Equipment Category	Item	Qty	Total Cost	Items to Discipline	Allocation to each Discipline
Explosive Mitigation Equipment	Lease Storage Space Back up equip	1	$50,000.00	1LE	$50,000.00
Intervention Equipment	Live Scan Finger-Print Equipment	1	$22,500.00	1LE	$22,500.00
	Total	1	$72,500.00	1LE	$72,500.00

LEASE AGREEMENT

CITY OF CLINTON

THIS LEASE, made in Clinton, State of Mississippi, effective on the 1st day of January, 2011 between JAMES D. RILEY, JR., Clinton, Hinds County, Mississippi, hereinafter referred to as "Lessor", and CITY OF CLINTON, Hinds County, Mississippi, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, the premises in Hinds County, Clinton, Mississippi, described as follows:

1448 Northside Drive, Clinton, Mississippi 39056.

This Lease is for a term of 24months, beginning on January 1, 2011. and ending on December 31, 2012

A: AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the sum $ 54,000 in a lump sum no later than March 1, 2011
2. To pay all charges for lights, gas and water furnished to or supplied to all or any part of the leased premises.
3. To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same of term of lease, which may be levied or assessed on or to the premises, except taxes assessed to real estate shall be borne by the Lesser.
4. To use and occupy the premises for office purposes and storage and not to use the premises for any unlawful purpose.

5. To keep the premises in as good repair as the same shall be at the commencement of the term; wear and tear arising from the reasonable use of the same and damages by the elements excepted.

6. Not to assign the Lease or sublet the premises or any portion of the same without written consent of Lessors, and permission to do so shall be in the exclusive discretion of Lessors. Lessors will not unreasonably withhold such consent.

7. Lessee has examined and knows the condition of the premises which is leased hereby and has received the same in as is condition, except as herein otherwise specified, and no representations as to condition or repair thereof have been made to Lessee by Lessor, or their agents, prior to or at one time of execution of this Lease and Agreement.

8. At expiration of this Lease to give peaceable possession of the premises to the Lessors in as good condition as they are now situated, the usual wear and tear, inevitable accidents and the loss by fire, tornado windstorm and other natural disasters excepted.

9. To observe and comply with all the rules, regulations and laws now in effect or which may be enacted during the term or the continuance of this Lease, whether the same be by any municipal, county, state or federal authorities having jurisdiction over the premises made the subject hereof.

10. Failure of the Lessor to insist on the strict-performance of the terms, agreements and conditions herein contained, or any portion thereof, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any

such term, agreement or condition, but the same shall continue in full force and

effect.

11. It is fully understood by Lessee that Lessor shall not be held liable or responsible for any damage to or theft of Lessee's property inside or around said property no matter what the cause. Lessee agrees it will take full responsibility for its own property and carry insurance to insure against such losses.

B: AGREEMENTS OF LESSOR:

Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. Lessor agrees that the Lessee is to perform all maintenance, including heating units, cooling units, plumbing, lights, window and door glass, pipe, electric, structure and all other items necessary to operate said business.
2. Lessee may make such alterations, additions or improvements in such parts of the building as they may deem necessary for its purposes, provided, however, written consent of Lessor is first obtained.
3. After the lease has expired the Lessee shall have an option for another year at the same price of $ 27,000.00 After that the lease terms shall be renegotiated between Lessee and Lessor. If new terms cannot be agreed upon then Lessee shall have thirty days in which to vacate the premises. Lessee shall still pay the same monthly rental during these thirty days while vacating the premises.
4. All fixtures erected in or attached to premises by Lessee may be removed by Lessee at the termination of this Lease, provided (a) Lessee shall not then be in default in the performance of any of its agreements herein, (b) that such

removal shall not permanently damage the building, and that removal shall be made before the expiration of this Lease or any extension thereof.

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE:

1. Notices and demands by either Lessor or Lessee may be given by registered mail with postage prepaid, addressed to Lessor at 203 Clinton Parkway, Clinton, Mississippi 39056, or Lessee at City of Clinton, ATTN: CITY CLERK, P.O. Box 156, Clinton, Mississippi 39060-0156, subject to the right to either the Lessor or Lessee to designate by notice in writing at a new address to which said notices or demands must be sent.

2. All the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns, of respected parties hereto as if they were in all cases named.

3. WHEREVER the words "Lessor" and "Lessee" are used herein they shall be read as "Lessors" and "Lessees" in all cases where there is more than one Lessor and/or Lessee and with necessary grammatical changes as if duly made herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:

JAMES D. RILEY, JR.

LESSEE: City of Clinton, Mississippi

Rosemary G. Aultman

By: Rosemary Aultman, Mayor

Clinton Police Department

PURCHASE REQUISITION

CLINTON POLICE DEPARTMENT

DATE: February 9, 2011

DELIVER TO: Captain Michael Warren
(Print Requester's name)

PURCHASE ORDER#: ________

VENDOR NAME: L1 Identity Solutions
VENDOR ADDRESS: ____________________
Street Address

________, ________, ________
City **State** **Zip Code**

________, ________
Phone Number **Fax Number**

ITEM	DESCRIPTION OF ITEM	QTY.	EST. Unit Price	Total Price
1	Live Scan Electronic Finger-	1	$19,279.00	$19,279.00
	Printing System			
	Shipping			
	Total $ Amount this Request			$19,979.00

Signature of requesting Officer: Michael J Warren

Additional Notes: This equipment will replace and update our agencies current outdated system. The Equipment and Vendor are both listed on the GSA IT-70 Contract for Government purchase. Fingerprint and palm print information will be sent electronically to the State/Federal Automated Fingerprint Identification System upon being processed at the time of arrest.

L-1 IDENTITY SOLUTIONS™
BIOMETRICS DIVISION

Identix, Incorporated
5705 W Old Shakopee Road
Bloomington, MN 55437
USA
Phone (800) 932-0890
Fax (952) 932-7181

Customer Quotation

Customer Information	Billing Information	Shipping Information	Quote Information
ATTN: MIKE WARREN **CUST NAME:** CLINTON POLICE DEPARTMENT PHONE: 601 924-5252 FAX: EMAIL: warren108@clintonpd.org	**CUST NAME:** CLINTON POLICE DEPARTMENT PHONE: FAX: EMAIL:	**CUST NAME:** CLINTON POLICE DEPARTMENT PHONE: FAX: EMAIL:	**SALES REP:** Justin Boothe PHONE: 512-733-0503 CELL: 512-423-4590 FAX: 512-733-5475 EMAIL: JBOOTHE@L1id.com
ADDR: PO BOX 156 CLINTON, MS 39060 United States	**ADDR:** PO BOX 156 CLINTON, MS 39060 United States	**ADDR:** 305 MONROE STREET CLINTON, MS 39056 United States	**CUST TYPE:**

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-5500-ED TouchPrintTM 5500 500ppi enhanced definition LiveScan booking system; upgradeable to 1000 ppi; includes appliance, TouchPrint Enterprise application software with slap to roll matching, PC running Windows XP with 17" monitor and speakers in a standalone cabinet running and 24" deck. 1yr. help desk warranty included.	GSA IT70 #GS-35F-0242R	EA	1	$12,711.00	$12,711.00
5500-TPE-ED-W95 First year warranty upgrade to 9/5 coverage for the TPE-5500 500ppi enhanced definition Live Scan booking system **Duration:** 1 YR	GSA IT70 #GS-35F-0242R	YR	1	$601.00	$601.00
TPE-COMX-RMPOP3 TouchPrint? POP3 Client Messaging: Support provides automated POP3 Client interface to customer-supplied POP3 Mail Server address for back-channel text messages or NIST Records to Message Log or Record List.	FEDERAL OPEN MARKET	EA	1	$425.00	$425.00
TPE-COMX-SMTPE Electronic Fingerprint Records Transmission via SMTP over TCP/I	GSA IT70 #GS-35F-0242R	EA	1	$643.00	$643.00
TPE-CSTX-MISSISSIPPI Touch Print Enterprise MISSISSIPPI Customization. Cards: MS arrest, MS applicant, MSDOC, FD-884 TOT's: ARR, APP, DOC, Hospital APP Return Messages: POP3 e-mail Transmits: SMTP e-mail	S&L LAW ENFORCEMENT	EA	1	$374.00	$374.00
TP-HWOX-ADLNIC2 TouchPrint? Ethernet PCI Based 10/100 Lan Adapter for Local Area Network Topology. To be used with the TP-3500 and TP-3800 cabinet style livescan systems; Works with both the XP and Linux O/S.	FEDERAL OPEN MARKET	EA	1	$153.00	$153.00

L-1 IDENTITY SOLUTIONS™
BIOMETRICS DIVISION

Identix, Incorporated
5705 W Old Shakopee Road
Bloomington, MN 55437
USA
Phone (800) 932-0890
Fax (952) 932-7181

Customer Quotation

Quote# **13460 - 1**
Date: 01/25/2011
Expires: 04/24/2011

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-PRT-DUP TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 yr. Help Desk Warranty included..	GSA IT70 #GS-35F-0242R	EA	1	$2,341.00	$2,341.00
PRT- DUP- W95 WARRANTY UPGRADE 9X5 **Duration:** 1 YR	GSA IT70 #GS-35F-0242R	YR	1	$145.00	$145.00
TP-IAT-1DAY Installation and Training; One Day: Standard one day on-site installation and training service. Includes installation and training to be completed in one business day. Training for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3000 TP-3100 and TP-3500 series livescan systems. Includes travel and all related expenses.	GSA IT70 #GS-35F-0242R	EA	1	$1,536.00	$1,536.00
FREIGHT FREIGHT	GSA IT70 #GS-35F-0242R	EA	1	$350.00	$350.00

Subtotal Selling Price	$19,279.00
Total for Extended Quantity System Configuration	$19,279.00

Terms And Conditions

Stated prices do not include any sales, use, value added, federal, state local or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or a tax exemption certificate, Identix will not enter the purchase order. Identix reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

General Terms and Conditions:

1) This Quotation is valid for 90 days from the date of Quotation.

2) Purchase Order must reference correct Quotation Number and Date of Quotation.

3) Unless otherwise agreed to in writing by Identix, all sales of Identix hardware products, and all licenses of Identix software, are subject to Identix' standard terms and conditions of sale and license.

4) Unless otherwise agreed to in writing by Identix, all products are subject to Identix' standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.

5) Unless otherwise agree to in writing by Identix, Products are sold FOB - Identix Factory, Minnetonka, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.

6) Stated prices do not include any sales, use, value added, federal, state or local or other taxes, or any customs duties. All such taxes or duties shall be paid by customer, or, in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or a tax exemption certificate, Identix will not enter the purchase order. Identix reserves the right to invoice customer for sales tax in the event the calculated amount in customer's purchase order is insufficient.

7) Subject to credit approval by Identix, all payments are due in full net thirty (30) days from date of invoice. In the event Identix does not approve such credit, other payment terms must be agreed upon by the parties.

8) Prices are exclusive of engineering or other labor service charges provided by Identix at the request of purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by Identix outside of applicable warranty shall be paid for by the purchaser at Identix' then current time and materials charges.

9) Identix provided maintenance support following the warranty period is recommended by Identix. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of Identix Standard Maintenance Agreement.

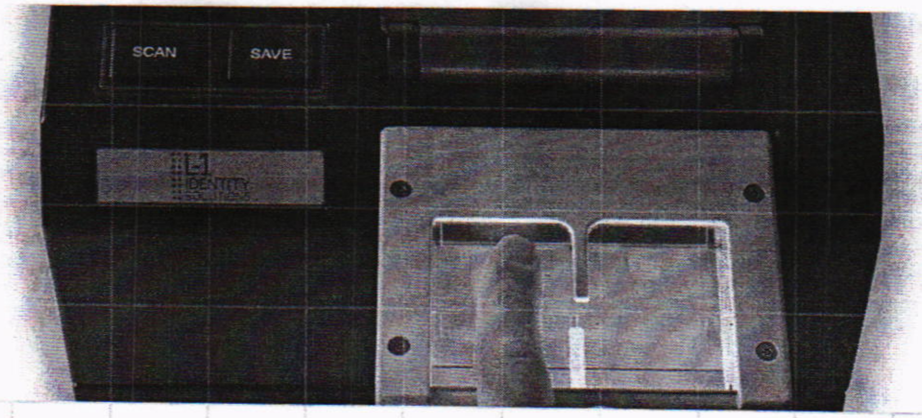
10) Where applicable, in sole judgment of Identix, this Quotation is subject to existing contract pricing between Identix and the purchaser . Current contract number must be identified on the Purchase Order.

11) Any discount prices are for like quantities ordered on the same Purchase order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact Identix for new quote with desired quantities.

12) This Quotation and these terms and conditions apply to domestic U.S. orders only.

13) This Quotation is Identix Incorporated proprietary.

L-1 IDENTITY SOLUTIONS™
BIOMETRICS DIVISION



TouchPrint™ 5000 / 5500

High Quality Tenprint Images

Powerful Imaging Technology

- Scan resolutions available in 500 ppi or at more than 1000 ppi (exceeding the FBI certified requirement)
- Our patented Moisture Discriminating Optics™ ensures details in pores and no obscured ridge contours.
- MegaView camera system provides 50% more pixels compared to conventional scanners
- Designed to eliminate variability that directly impacts image quality: no moving parts, no pads or coatings.

Cabinet Configuration

The TouchPrint™ 5000 live scan appliance and TouchPrint™ 5500 cabinet booking station are capable of capturing detailed fingerprint images at either 500 or 1000 ppi. With advanced imaging power and anti-smearing and anti-smudging technologies, our fingerprinting solutions exceed FBI standard requirements.

SUPERIOR FINGERPRINT CAPTURE AND IMAGE QUALITY

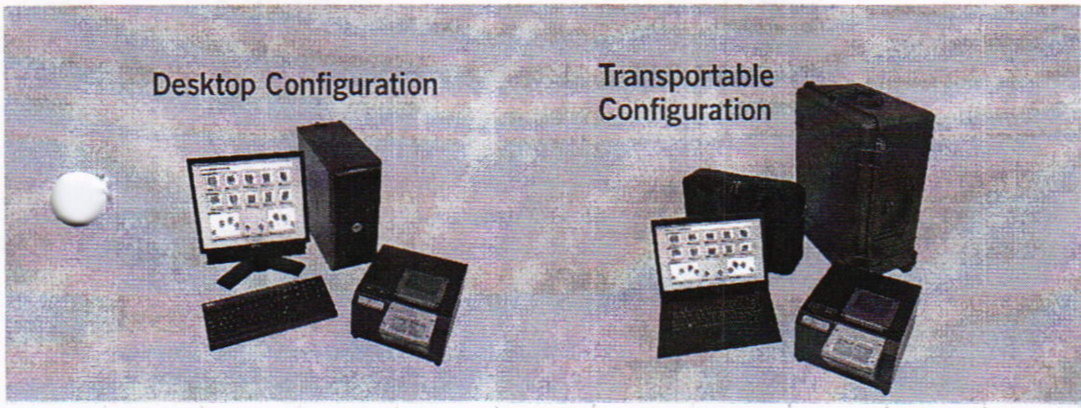
Image quality is critical for live scan systems. Poor quality prints cannot be used to correctly identify or verify a subject on the first AFIS submission, resulting in higher rejection rates and lengthy processing times.

Our patented optics ignore moisture, dirt and latent prints left behind on the platen, making it easier to capture high quality images – consistently – regardless of the challenges faced, such as dry or sweaty fingers or an unclean platen. "Best in class" in image capture quality, rather than "good enough" is the choice to make in deciding which live scan to use in accurately identifying people.

The TouchPrint™ 5000 and TouchPrint™ 5500 are provided with the image clarity needed to prevent artifacts and capture important friction ridge detail. Both models boast high dynamic range sensor results in maximum contrast and gray scales, bringing out the minutiae and pore detail in the fingerprint image with virtually no distortion, which makes the image ideal for latent print comparison.

ADVANCED CABINET DESIGN

The platen is encased in a durable, rugged housing environment. A sealed unit permits for deployment in demanding environmental conditions that may be dusty, wet, hot or humid, while an ergonomic structure with small foot print design, allows for ease of use in space-constrained environments. The adjustable, 17" LCD flat panel monitor allows for optimal, high-resolution fingerprint imaging. In addition, optional accessory trays are available for extra workspace. This scanner is available in a small desktop unit, a transportable unit or a full cabinet booking station.



L-1 IDENTITY SOLUTIONS™
BIOMETRICS DIVISION

TouchPrint™ 5000 / 5500 Product Features Impacting Image Quality

FEATURES	BENEFIT
MegaView Camera System	Greater image detail – over 50% more pixels than conventional 1000 ppi scanners.
Grayscale	Linear, 256 levels with no lost detail from grayscale compression. Full ridge detail maintained for optimal latent comparisons.
Clean Image View™	100% better than the FBI specification for signal-to-noise ratio for greater ability to read features and ridge detail in fine ridge structures.
Balanced Image Distribution™	100-200% less geometric distortion equals enhanced accuracy of minutiae and ridge detail location.
AntiSmear™ Technology	Prevents smudging and smearing during finger rolls. High quality prints with less-skilled operators.
Clear Trace Imaging™	Prevents false minutiae by ignoring dirt or latents left on the platen. Provides greater uniformity across platen region. Less platen cleaning equals faster throughput.
Moisture Discriminating Optics™	Our patented optic technology ignores moisture and sweat to prevent loss of fine feature detail – essential for realizing the benefits of 1000 ppi scanning.
Auto Light Balancing	Maintains consistent image quality over time. Best prints all the time.

TouchPrint™ 5000 / 5500 Technical Specifications*

Model Number	TouchPrint™ 5000 and TouchPrint™ 5500
Scanning and Image Capture Resolution	Scan Resolution: 1000 ppi (v) x 1549 ppi (h) Scan Depth: 8 bits/pixel (256 gray levels) Capture Resolution: 1000 ppi (v) x 1000 ppi (h) Capture Depth: 8 bits/pixel
Active Image Dimensions	Multi-Finger Plain: 3.2 (h) x 2.0 (v) (nominal) inches Single Thumb Plain: 1.6 (h) x 1.5 (v) inches Rolled Impression: 1.6 (h) x 1.5 (v) inches
Image Quality	Geometric Distortion: Exceeds FBI IQS specification without calibration Linearity, Signal to Noise, CTF, Scanned gray levels: Meets or exceeds FBI IQS specifications
Illumination	White LED light panel for low operator eye fatigue and no color memory
Scanner Data Interface	IEEE 1394 Firewire
Size (appliance)	Deck Width: 12.5in (31.8cm); Deck Height: 6.3in (16.0cm); Deck Depth: 14.0in (35.6cm)
Size (cabinet)	Width: 24.0in (61.0cm); Height: 65.0in (165.1cm); Depth: 28.5in (72.4cm)
Weight (appliance)	14.0lb (6.4kg)
Power Requirements	110-120/220-240 VAC, 50/60Hz/-less 15.5 watts, Includes seperate DC power module
Operating Environment (appliance)	Ambient temperature: 40°-104° F (5°-40° C) Relative humidity: 20-90% non-condensing Altitude: 0-7500 ft (2460 m) AMSL
Logical Scanner/Host Interface	• Software Development Kit (SDK) includes application program interface and device drivers for Windows XP and Vista operating system • (Available for licensed developers)

* Specifications subject to change without notice.

5705 W. Old Shakopee Rd.
Suite 100
Bloomington, MN 55437
USA
Telephone +1-952-932-0888
Facsimile +1-952-932-7181

www.L1id.com

WEBQA SERVICE(S) AGREEMENT
For GovQA Service(s)

THIS SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and Clinton a city with its principal place of business at P. O. Box 156 Clinton, MS 39056 ("Customer") is made effective as of March 15, 2011. ("Effective Date".)

1. WEBQA DELIVERY OF SERVICES:
WEBQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the ShopQA Service(s) on the Authorized Website(s) identified in Schedule A in consideration of the fees and terms described in Schedule A

2. CUSTOMER RESPONSIBILITIES:
Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others. All Customer data is owned by the Customer. Under no circumstances is the system intended to capture confidential information of any kind. Confidential information is defined as social security numbers and financial information.

Customer agrees to maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:
WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:
WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ANY CIRCUMSTANCE INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

5. TERMINATION:
Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule A, Customer must pay the remaining balance of the current contracted term and this payment obligation will immediately become due.

WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A at which time all monies due under the current term will become immediately due.

Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will, if requested, provide Customer with an electronic copy of Customer's data; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

6. ACCEPTABLE USE:
Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. SERVICE INITIATION:
Customer agrees to post a "coming soon" notice on Customer website within the 2 month of contract signing and begin offering the Service through its website within 4 months of contract signing.

8. CONFIDENTIALITY:
Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

9. MISCELLANEOUS PROVISIONS:
This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:
Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: **The City of Clinton**
Signature: Rosemary G. Aultman
Print Name: Rosemary G. Aultman
Title: Mayor Date: 3-11-11

WebQA Inc.
Signature:
Print Name: John Dilenschneider
Title: CEO Date: 3/21/11

WEBQA SERVICE(S) AGREEMENT

For GovQA Service(s)

Schedule A

A. Service(s): **Software:** **ShopsQA Service with Advertising Module**
Website: **www.**

B. Fees: **Subscription Service** **At a Locked-In subscription cost per month for term of** **$295**

- [x] ShopsQA Community Business Portal
- [ ] Citizen Request Management Module
- [ ] Community Pages: Microsites
- [ ] Code Enforcement Module
- [ ] NetQA: Community Communication
- [ ] Permitting Module with Contractor Portal
- [x] Ongoing service upgrades for all designated modules

~~**Implementation and Training:**~~ ~~**At a Locked-In cost of**~~ **$2,000**

- [x] One-time setup of business information into portal directory provided by city
- [x] Site Administrator Training included

Storage: **waived**

- [x] 10 GB storage free with service(s). Additional 10GB is $20/month

C. Terms: **Pilot Period** **Starting: March 15, 2011 Ending: April 30, 2012**
There are no payments due until May 1, 2011.
Upon the expiration of this initial term, the terms and conditions will terminate. **Customer agrees to hold a kickoff meeting with WebQA to launch implementation no later than 15 days from contract start date.**

D. Billing: Fees are exclusive of all taxes. Fees are billed on an annual basis at time of contract and are due upon receipt of invoice. This secures site, servers and resources necessary to begin project.

Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month

E. Remittance: All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is:

Accounts Receivable Dept.,
WebQA Inc,
900 S. Frontage Road, Suite 110
Woodridge, IL 60517

F. Special: Includes ____________ Addendum

G. Contacts: Organization Name ____________________

Main Contact Name: Jim Powell Title: Director of Community Development
Address: PO Box 156 City Clinton State: MS Zip: 39060
Work Phone: 601-924-2256 Cell ________ Fax: ______

Billing Contact Name: Jackie Barnett
Title: AP Clerk
Address: PO Box 156 City Clinton State: MS Zip: 39060
Work Phone: 601-924-5474 Cell ____________ Fax: ____________
Purchase Order Number: ____________________ Duns Number: ____________

CITY OF CLINTON

VEHICLE LEASE SEALED BID OPENING - SUMMARY SHEET

BID OPENING FEBRUARY 28TH, 2011 - 10 AM

REQUESTED BID ITEMS SUMMATION

LEASE #1 - Lease/Purchase Five (5) 2011 Ford Crown Victoria Marked Patrol Cars for the Clinton Police Department. Terms to be 36 Months, with No Balloon Payments. Total Purchase Price of $ 105,390.00.

LEASE #2 - Lease/Purchase One (1) 2011 Chevy Impala Unmarked Patrol Cars for the Clinton Police Department. Terms to be 36 Months, with No Balloon Payments. Total Purchase Price of $ 17,291.00.

RESULTS AT BID OPENING

		LEASE BID #1 (5 Ford Crown Vics)		LEASE BID #2 (1 Chevy Impala)	
BIDS RECEIVED	DATE RECEIVED	INT RATE	MONTHLY PAYMENT	INT RATE	MONTHLY PAYMENT
Bancorp South	2/25/2011	3.00%	$ 3,064.87	3.00%	$ 502.84
Trustmark National Bank	2/18/2011	2.73%	$ 3,052.34	2.92%	$ 502.23

CITY REPRESENTATIVES

[signature], Deputy City Clerk

BIDS OPENED BY

Deanna Pickering

BID OPENING WITNESSED BY

ADDITIONAL ATTENDEES

Mr. Nolan Aikens, *Trustmark National Bank*

Trustmark National Bank
203 Clinton Blvd
Clinton, MS 39056
601 354-5077

Trustmark

February 28, 2011

Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060

COMMITMENT LETTER

Dear Mayor Aultman:

I am pleased to advise you that Trustmark National Bank (hereinafter referred to as "Trustmark") has approved the following lease purchase financing for the city of Clinton, Mississippi (hereinafter referred to as "City"). The credit facility is subject to the following terms and conditions.

Amount: $105,390.00 (One Hundred Five Thousand Three Hundred Ninety and 00/100 Dollars) (hereinafter referred to as "loan").

Purpose: To purchase 5 new 2011 Ford Crown Vic Marked patrol cars for the City of Clinton Police Department.

Terms/Interest Rate: The lease purchase agreement will call for 36 monthly payments and accrue interest at 2.73%. The interest rate is based on this financing being bank qualified and tax exempt from federal and state tax. Assuming a first payment due date 30 days from origination, the monthly payment will be $3,052.34 for a total cost of $109,884.40. The monthly payment may vary slightly depending on length of time to the first payment date.

Collateral: The loan will be secured by a first lien, as provided for in the Lease Purchase Agreement, covering the five patrol cars being purchased.

Fees: None.

Prepayment: This loan will not have a prepayment penalty.

This offer is subject to the following general terms and conditions.

1. AUTHORITY: The Lease and other documentation will be authorized and entered into in accordance with State law. Further, this transaction must be designated by a resolution or order of the Board of Alderman ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code. An opinion of counsel regarding the legality of the transaction will be required.

2. DOCUMENTATION: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the city. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, a completed IRS form 8038-G and an opinion of counsel stating that the interest payments are exempt from all federal and state taxation. A completed IRS form and the opinion of counsel wording pertaining to tax exemption and city authority are available from Trustmark at no cost.

3. EXPIRATION: The aforementioned quote will expire at midnight on March 28, 2011 unless acceptance and funding occurs prior to then or said commitment is extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. Please acknowledge your acceptance of this commitment by signing the Acceptance form accompanying this letter and returning it to me in the enclosed envelope. If you have any questions, please contact me by phone at (601) 944-7969.

Sincerely,

Nolan Aikens

Nolan Aikens
Vice President

ACCEPTANCE

The terms and conditions set out in the Commitment Letter dated February 28, 2011 issued by Trustmark National Bank covering the lease purchase financing described therein are accepted this the 2nd day of MARCH, 2011.

The City of Clinton, Mississippi

By: Rosemary G. Aultman, MAYOR

Title

Trustmark National Bank
203 Clinton Blvd
Clinton, MS 39056
601 354-5077

Trustmark

February 28, 2011

Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060

COMMITMENT LETTER

Dear Mayor Aultman:

I am pleased to advise you that Trustmark National Bank (hereinafter referred to as "Trustmark") has approved the following lease purchase financing for the city of Clinton, Mississippi (hereinafter referred to as "City"). The credit facility is subject to the following terms and conditions.

Amount: $17,291.00 (Seventeen Thousand Two Hundred Ninety One and 00/100 Dollars) (hereinafter referred to as "loan").

Purpose: To purchase 1 new 2011 Chevy Impala Un-Marked patrol car for the City of Clinton Police Department.

Terms/Interest Rate: The lease purchase agreement will call for 36 monthly payments and accrue interest at 2.92%. The interest rate is based on this financing being bank qualified and tax exempt from federal and state tax. Assuming a first payment due date 30 days from origination, the monthly payment will be $502.23 for a total cost of $18,080.45. The monthly payment may vary slightly depending on length of time to the first payment date.

Collateral: The loan will be secured by a first lien, as provided for in the Lease Purchase Agreement, covering the one patrol car being purchased.

Fees: None.

Prepayment: This loan will not have a prepayment penalty.

This offer is subject to the following general terms and conditions.

1. AUTHORITY: The Lease and other documentation will be authorized and entered into in accordance with State law. Further, this transaction must be designated by a resolution or order of the Board of Alderman ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code. An opinion of counsel regarding the legality of the transaction will be required.

2. DOCUMENTATION: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the city. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, a completed IRS form 8038-GC and an opinion of counsel stating that the interest payments are exempt from all federal and state taxation. A completed IRS form and the opinion of counsel wording pertaining to tax exemption and city authority are available from Trustmark at no cost.

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Sincerely,

Nolan Aikens

Nolan Aikens
Vice President

ACCEPTANCE

The terms and conditions set out in the Commitment Letter dated February 28, 2011 issued by Trustmark National Bank covering the lease purchase financing described therein are accepted this the 2nd day of MARCh, 2011.

The City of Clinton, Mississippi

By: Rosemary G. Aultman MAYOR
Title

BancorpSouth®
Equipment Finance

2/23/2011

City of Clinton
P.O. Box 156
Clinton, Ms

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description	5 - 2011 Ford Crown Vics Marked
4. Equipment Cost:	$105,390.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $3,064.87** **Payments in arrears**
7. Lease Rate:	3.00%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 5/15/2011. If the equipment is not delivered and the lease funded prior to 5/15/2011, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 3/31/2011. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

BancorpSouth
Equipment Finance

2/23/2011

City of Clinton
P.O. Box 156
Clinton, Ms

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description	1 - 2011 Ford Crown Vic Un-Marked
4. Equipment Cost:	$17,291.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $502.84** **Payments in arrears**
7. Lease Rate:	3.00%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 5/15/2011. If the equipment is not delivered and the lease funded prior to 5/15/2011, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

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Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________