

RESUME FORM FOR COMMISSION MEMBERS

Name of Commission                      **Gautier Historic Preservation**  
Name of Local Government            **City of Gautier, MS**

(PLEASE CHECK PREFERRED MAILING ADDRESS)

NAME: Sue McCanlis

WORK ADDRESS: N/A

PHONE

FAX

E-MAIL:

HOME ADDRESS: 1404 Cedar Point Road, Gautier, MS 39553

FAX

E-MAIL: ocean3@cabloene.net

OCCUPATION: Retired

EDUCATION : College graduate with BS Degree

TRAINING IN HISTORIC PRESERVATION AND/OR DEMONSTRATED INTEREST IN HISTORIC PRESERVATION (i.e., conferences attended, organizations, special training, courses taken, volunteer activities, or job experience.)

I am a long time resident of Gautier and am interested in historical preservation.

Completed by Commission:

TERM OF MEMBERSHIP \_\_\_\_\_

TERM EXPIRES (DATE) \_\_\_\_\_

(DETERMINED BY CHIEF ELECTED OFFICIAL OR GOVERNING BODY OR BY HISTORIC PRESERVATION ORDINANCE)

RESUME FORM FOR COMMISSION MEMBERS

Name of Commission Gautier Historic Preservation  
Name of Local Government City of Gautier, MS

(PLEASE CHECK PREFERRED MAILING ADDRESS)

NAME Jack Womack  
 WORK ADDRESS NA

PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_

HOME ADDRESS 320 Wind Drift Lane, Gautier, MS 39553

PHONE 228-497-1755 FAX NA  
E-MAIL jmwomack@cableone.net

OCCUPATION Electrical Engineer

EDUCATION BSEE Auburn University

TRAINING IN HISTORIC PRESERVATION AND/OR DEMONSTRATED INTEREST IN HISTORIC PRESERVATION (i.e., conferences attended, organizations, special training, courses taken, volunteer activities, or job experience.)

Member of the Jackson County Historical & Genealogy Society. Author of "Gautier, Mississippi -A Short History". Researcher for Gautier Historic Preservation Commission. Member of Historic Commission from 1997 to present, Chairman 2002 to January 2008

TERM OF MEMBERSHIP 1997 to present, Chairmen January 6, 2002 to January 6, 2008  
TERM EXPIRES (DATE) January 6, 2011

(DETERMINED BY CHIEF ELECTED OFFICIAL OR GOVERNING BODY OR BY HISTORIC PRESERVATION ORDINANCE)

RESUME FORM FOR COMMISSION MEMBERS

Name of Commission                   **Gautier Historic Preservation**  
Name of Local Government       **City of Gautier, MS**

(PLEASE CHECK PREFERRED MAILING ADDRESS)

NAME: Theresa Jackson

WORK ADDRESS: Chestwood Dr, Gautier, MS 39553

PHONE: 228-497-5314

FAX

E-MAIL:

HOME ADDRESS:

FAX

E-MAIL:

OCCUPATION: Retired

TRAINING IN HISTORIC PRESERVATION AND/OR DEMONSTRATED INTEREST IN HISTORIC PRESERVATION (i.e., conferences attended, organizations, special training, courses taken, volunteer activities, or job experience.)

I have been here for a long time, but I wasn't born in Gautier. I married into the Bilbo family. I have a keen interest in the West Pascagoula Colored School first because of its historical value, and secondary to that because there are numerous "Bilbos" listed as students on the school attendance roster. My diversity makes the group experience more credible and adds a new dimension to discussions. I am happy that Mr. Fuller asked me to join the commission.

Completed by Commission:  
TERM OF MEMBERSHIP  
TERM EXPIRES (DATE)

(DETERMINED BY CHIEF ELECTED OFFICIAL OR GOVERNING BODY OR BY HISTORIC PRESERVATION ORDINANCE)

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 156-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Retiring Chief Ed Williams, of the Gautier Police Department, shall be allowed to purchase, as his personal property, his on-duty weapon – Glock Model 23 .40 caliber pistol, Serial #PVR-605 and that the firearm be removed from inventory.

**IT IS FURTHER ORDERED** that said purchase is authorized in the amount of \$1.00.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made Councilman Macfarland, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

**ABSENT:** Johnny Jones

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2012.

# GAUTIER POLICE DEPARTMENT

3330 HIGHWAY 90 ~ GAUTIER, MS 39553  
(228) 497-2486 Fax (228) 497-8018

06-06-12

To: Samantha Abell  
City Manager

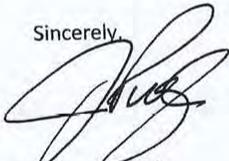
From: Jason D. Pugh  
Administration Captain

Subject: Purchase of Duty Firearm by Retiring Officer

Chief Ed Williams has informed me that he is scheduled to retire from the Gautier Police Department on June 29th, 2012. He has made a request to purchase his on duty firearm upon his retirement. This is a procedure we have approved in the past for other retiring officers and it is allowable under Mississippi state law, statute number 45-9-131.

It is my recommendation that Chief Williams be allowed to purchase his on duty firearm for the sum of \$1.00 as has been done in the past for other retiring officers and that it be removed from our inventory. The weapon in question is a Glock, Model 23, .40 caliber pistol, serial # PVR 605. I have also attached a copy of the Mississippi state law concerning this procedure.

Sincerely,



Jason D. Pugh  
Administration Captain  
Gautier Police Department



*PROTECT and SERVE*



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View  Full  1 of 1   
Book Browse  
**Miss. Code Ann. § 45-9-131** (Copy w/ Cite) Pages: 2

*Miss. Code Ann. § 45-9-131*

MISSISSIPPI CODE of 1972

\*\*\* Current through the 2011 Regular Session and 1st Extraordinary Session \*\*\*

TITLE 45. PUBLIC SAFETY AND GOOD ORDER  
CHAPTER 9. WEAPONS  
PURCHASE OF SIDEARMS BY RETIRING LAW ENFORCEMENT PERSONNEL

Miss. Code Ann. § 45-9-131 (2011)

§ 45-9-131. Purchase of sidearm by retiring member of municipal or county law enforcement agency

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

**HISTORY:** SOURCES: Laws, 1995, ch. 462, § 1, eff from and after July 1, 1995.

View  Full  1 of 1   
Book Browse  
**Miss. Code Ann. § 45-9-131** (Copy w/ Cite) Pages: 2

In

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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 157-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Budget Amendments are hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Colledge, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

**ABSENT:** Johnny Jones

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2012.

City of Gautier  
 2011 - 2012  
 Expenditure Budget Amendment  
 Tuesday, June 19, 2012  
 Budget Amendments

	Budget	Amendment	New Budget	
<b>GENERAL FUND</b>				
<b>Police</b>				
Overtime-Warrant Officer	\$ 30,000.00	\$ (6,486.18)	\$ 23,513.82	001-100-453
Overtime - Grant Related	\$ 30,000.00	\$ (30,000.00)	\$ -	001-100-454
Overtime (Transfer of all OT to regular OT account per Chief)	\$ 115,000.00	\$ 36,486.18	\$ 151,486.18	001-100-450
<b>Debt Service</b>				
7M GO Bonds Principal Payment	\$ 250,000.00	\$ (250,000.00)	\$ -	001-680-812
7M GO Bonds Interest Payment	\$ 226,675.00	\$ (226,675.00)	\$ -	001-680-813
<b>Transfer</b>				
Transfer to Other Funds (Correction of budgeting of 7M bond payment)	\$ 281,398.00	\$ 476,675.00	\$ 758,073.00	001-900-969
	\$ 758,073.00	\$ -	\$ 758,073.00	

ALL OF THESE BUDGET AMENDMENTS ARE JUST  
 MOVING MONIES AROUND. NONE OF THEM RESULT IN  
 AN INCREASE TO OUR BUDGET

General Fund \$ -  
  
 Total Increase \$ -

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 158-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the bill printing and mailing service agreement between the City of Gautier and Arista Information Systems, Inc. is hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Scott Macfarland  
Adam Colledge

**NAYS:** None

**ABSENT:** Johnny Jones

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 19, 2012.

*Mayor  
Tommy Fortenberry*

*Council  
At Large Mary Martin  
Ward 1 Johnny Jones  
Ward 2 Hurley Ray Guillotte  
Ward 3 Gordon F. Gallott  
Ward 4 Scott D. Macfarland  
Ward 5 Adam D. Colledge*

**City of Gautier**  
*Gautier, Mississippi*



*City Manager  
Samantha Abell*

*City Clerk  
Wendy McClain*

*3330 Highway 90  
Gautier, MS 39553  
228.497.8000 phone  
228.497.8028 fax  
Email: [gautier@gautier-ms.gov](mailto:gautier@gautier-ms.gov)*

**MEMORANDUM**

**TO:** Council

**THRU:** Samantha Abell, City Manager

**FROM:** Wendy McClain, City Clerk – Director of Administration

**DATE:** June 19, 2012

**SUBJECT:** Outsourcing of Water Bills

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Council attached for your approval is a contract with Arista Information Systems for outsourcing of our water bills at the City Manager's direction. I have researched this in depth, and recommend that Council approve this contract.

Through my research I conclude that this will save us \$9,500.00 plus per year, and most importantly free up Cindy Russell's time to address customer accounts and other duties as assigned. The saving includes Dennis's water quality report, and Eric's floodplain letters that are mailed to all customers each year. These reports will be inserted in with the water bills for only a charge of .01 cent per page. The new water bills will be on 8 x 10 sheets designed by Cindy Russell and myself. They will be mailed in envelopes with a return envelope included. Customers shall have the option of receiving the PDF images electronically on a per cycle basis or once a month on a CD.

Let me know if you have any questions.

*"A Real and Unique Opportunity!"*



Wendy McClain  
City Clerk  
City of Gautier  
3330 Highway 90  
Gautier, Mississippi 39553

Dear Wendy,

We are honored that the City of Gautier has selected Arista Information Systems to partner with. We appreciate the confidence you have shown in Arista, and we are committed to exceeding to your expectations.

We have enclosed two copies of the standard Arista Services Agreement for your approval. Please sign each copy on Page 7, and return both Agreements to me. You can send them to:

Ralph Reed  
Arista Information Systems  
2220 Northmont Parkway  
Suite 100  
Duluth, Georgia 30096

In an effort to expedite these documents, please feel free to use our FED Ex account number (# 0300-4044-9) to return to us for next day, guaranteed delivery.

Once we receive your copies of the signed agreements we will also sign them and return an executed original back to you. If you need my assistance please contact me at 678-473-1885 ext. 3130 or [rreed@aristainfo.com](mailto:rreed@aristainfo.com).

At your service,

A handwritten signature in blue ink, appearing to read "Ralph Reed", is written over the typed name.

Ralph Reed  
Regional Sales Director  
Billing & Payment Solutions

Arista Information Systems, Inc  
2220 Northmont Parkway, Suite 100, Duluth, GA 30096 Phone: (678) 473-1885 Fax: (678) 473-1051

## ARISTA BILL PRINTING AND MAILING SERVICE AGREEMENT

THIS AGREEMENT, dated the 1st day of June, 2012, is by and between ARISTA INFORMATION SYSTEMS, INC. ("ARISTA"), a Georgia corporation, and the City of Gautier ("Customer").

WHEREAS, ARISTA wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. **Products and Computer Services.**

ARISTA agrees to provide to Customer, and Customer agrees to purchase from ARISTA, those products and services set forth in the attached Statement of Work, designated as Schedule "A". If the parties desire to amend this Statement of Work, such amendment shall be binding on the parties only if a revised Statement of Work is reduced to writing and signed by the parties. Any additional services will be furnished by ARISTA subject to availability of facilities, personnel and services available to ARISTA, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the parties. Notwithstanding any other provision in this Agreement, Customer agrees that the services described in this Agreement may, at ARISTA's discretion, be provided either directly by ARISTA or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of ARISTA's obligations hereunder.

2. **Completion Times.**

ARISTA will furnish and mail the completed product as described in Schedule "A" and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Schedule "B". In no event shall ARISTA be liable for any delay in the performance or delivery of any service or product due to failure by Customer to timely provide information, data and any other items as are reasonably required by ARISTA to perform its obligations; PROVIDED, however, that if Customer fails to provide correct and complete data in accordance with mutually agreed time schedules, ARISTA will promptly request the additional data and reschedule and process Customer's work within the time limits provided in Schedule "B". Customer agrees to extend the time schedules for this purpose. Data will be deemed to have been timely submitted by Customer if received by ARISTA on or before the time limits set forth in Schedule "B".

3. **Term.**

This contract shall commence on the date of acceptance and signing of the agreement by both parties and shall continue for 24 months from the date of customer's first processing. Thereafter, this Agreement shall be automatically renewed for successive twelve (12) month periods unless written notice of termination is given by either party not less than ninety (90) days prior to the anniversary date on which the termination is to be effective.

4. **Pricing/Invoicing.**

- (a) The prices for products and services are set forth in Schedule "B".
- (b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.
- (c) In addition to the prices set forth in Schedule "B", Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, ARISTA shall apply such excess payment to Customer's postage

costs for the subsequent month. ARISTA shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.

(d) Shipment of products shall be F.O.B.

(e) Customer agrees to pay ARISTA promptly for such services as rendered to client on a monthly basis. ARISTA will send an invoice each month, and the Customer shall make payment within fifteen (15) days after receipt of the invoice. If Customer fails to pay any invoice within 30 days from the invoice date, ARISTA shall notify Customer that such invoice is past due, and such invoice may be subject to a late charge fee of 1.5% of total due.

(f) In order to achieve volume discounts on custom form, envelopes and other preprinted material ordered on behalf of Customer, ARISTA may purchase up to a 6 month supply of these items in advance. In the event Customer cancels this contract or requests changes to these items, Customer shall be responsible for the cost incurred by ARISTA or the remaining inventories of such items.

**5. Customer Data /Proprietary Rights.**

(a) All data furnished by Customer pursuant to this Agreement shall at all times remain the property of the Customer. ARISTA shall not be responsible for loss or destruction of Customer data, or materials, unless due to the negligence of ARISTA. ARISTA's liability for any negligent loss or destruction of data is limited to restoring the data, provided such restoration can be reasonably performed by ARISTA, and further provided that Customer provide ARISTA all source data and materials in readable format for such restoration; it being presumed conclusively that any data delivered to ARISTA has been backed up by duplicate material retained by the Customer. ARISTA shall have the right to copy and retain all such data and materials for its files as it deems necessary for internal processing use only. Such restoration shall be done without charge to Customer.

(b) Customer shall use its reasonable best efforts to assure the accuracy and adequacy of all data and other items provided to ARISTA, and for all results obtained there from. ARISTA shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any Customer-supplied data or materials. Customer shall pay ARISTA, at rates specified in Schedule "B", for any processing reruns or any other additional work performed by ARISTA due to Customer submitting data or materials which are incorrect or incomplete. All data and materials supplied by Customer shall be returned by ARISTA upon completion of use by ARISTA or upon termination of this Agreement.

(c) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by ARISTA, its contractors, subcontractors or agents in providing the products and services shall remain ARISTA's exclusive property.

**6. Confidential Information.**

ARISTA agrees to deny unauthorized access to, and to take reasonable steps to protect, the confidentiality of Customer's data and materials and resultant output that is designated as confidential by Customer. Neither party shall be required to keep confidential any information nor data which is or becomes publicly available, is already known or is independently developed by such party outside the scope of this Agreement, or is rightfully obtained by third parties. Notwithstanding the foregoing, ARISTA may provide such information to any third parties who may provide any of the products or services under this Agreement, provided such third party agrees to keep such confidential data and material confidential.

**7. Warranties and Limitation of Liabilities.**

(a) Upon written request of Customer, ARISTA shall pursue with reasonable diligence a claim for breach of, or at ARISTA's option shall assign and transfer to Customer, any warranty available to ARISTA from manufacturers or third-party vendors for products supplied to Customers under the terms of this Agreement

(b) In the event errors or deficiencies in completed work result from ARISTA's performance hereunder, ARISTA will correct such errors or deficiencies for which ARISTA receives timely notice from Customer, but ARISTA's obligations shall be limited to correcting such errors or deficiencies. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain such errors or deficiencies. If computer services are interrupted or delayed for any reason, ARISTA will resume the computer services as soon as reasonably practical. ARISTA shall not be liable for any damages arising from delays in processing or in the delivery of the processed work.

(c) **THE PROVISIONS HEREOF COMPRISE CUSTOMER'S SOLE AND ENTIRE WARRANTY. ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.**

(d) THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.

(e) IN NO EVENT SHALL ARISTA BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR MARGINS, WHETHER INTERNAL TO CUSTOMER OR PAID BY CUSTOMER TO ANY THIRD PARTY, ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS PERFORMANCE OR BREACH, EVEN IF ARISTA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF..

**8. Special Order Services.**

All services provided by ARISTA to Customer other than basic services shall be referred to herein as special order services and shall be provided as follows:

(a) If Customer shall desire special order services, Customer shall submit to ARISTA a written request which shall, with reasonable specificity, describe the services or charges desired by Customer. ARISTA and Customer shall, within a reasonable time thereafter, evaluate the request for which services are to be performed by ARISTA. Based on such evaluation, ARISTA will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.

(b) If the specifications prepared by ARISTA are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, ARISTA shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

(d) For special order services, ARISTA shall be compensated as provided for in Schedules A, B, and C.

**9. Special Stipulations.**

All contractual issues are covered by this agreement. Any additional terms shall be outlined in Schedule "D", attached, and signed by both parties. The absence of a fully executed Schedule "D" shall mean it does not exist.

**10. Force Majeure.**

Should the performance of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

**11. Equal Opportunity Clause.**

We hereby incorporate the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, and implementing regulations.

**12. General Contract Provisions.**

(a) **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

(b) **Captions.** The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

(d) **Schedules.** Each and every Schedule attached hereto shall be incorporated into and made a part of this Agreement by reference.

(e) **Amendments.** This Agreement may be amended only by written agreement executed by all parties hereto.

(f) **Notice.** Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, faxed or delivered as follows:

If to ARISTA:

ARISTA INFORMATION SYSTEMS, INC.  
Attention: Ron Camp, President  
100 Ashford Center North  
Suite 500  
Atlanta, Georgia 30338  
Telephone Number: (770) 414-8400  
Telecopy Number: (770) 414-1122

Should the performance of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

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(b) **Captions.** The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

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(e) **Amendments.** This Agreement may be amended only by written agreement executed by all parties hereto.

(f) **Notice.** Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, faxed or delivered as follows:

If to ARISTA:

ARISTA INFORMATION SYSTEMS, INC.  
Attention: Ron Camp, President  
100 Ashford Center North  
Suite 500  
Atlanta, Georgia 30338  
Telephone Number: (770) 414-8400  
Telecopy Number: (770) 414-1122

Accordingly, prior to the exchange of documents during the course of any arbitration proceeding, the parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel hearing (or that heard) the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, without limitation, any dispute concerning the scope of this arbitration clause, shall be submitted to binding arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator in any such arbitration may be entered in any court having jurisdiction thereof.

(j) **Assignment**. This Agreement may be assigned, in whole or in part, by either party, provided that such assignment shall not relieve the obligations of the assigning party as provided in this Agreement.

*IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement the day and year first above written, by and through their duly authorized representatives.*

**ARISTA INFORMATION  
SYSTEMS, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

**CUSTOMER**

By: Wendy Mc Clain  
Title: City Clerk  
Date: 6-11-12

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)