



AGENDA

FORMAL MEETING OF CITY COUNCIL

Diamondhead, Mississippi
Council Chambers, City Hall
December 3, 2013
6:00 pm CST

1. **Call to Order**
2. **Invocation- Councilman LaFontaine**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes—Motion to Accept the Minutes Subject to Any Corrections or Additions Made by Council.**
 - 11.12.13 Work Session
 - 11.19.13 Formal Meeting
6. **Confirmation or Adjustment of the Agenda Order—Motion to Accept the Agenda Order Subject to Any Adjustments or Additions Made By Council, the City Manager, or the City Clerk.**
7. **Communications/Announcements from the Mayor and Council**

The next regularly scheduled Council Meeting will be held at 6:00 pm CST on Tuesday, December 17, 2013 in Council Chambers located at 5000 Diamondhead Circle.
8. **Presentations / Appointments**
 - a. **Appointment of E. J. Bice to Planning and Zoning for Ward 2 by Blaine LaFontaine**
 - b. **Appointment of David Malley to Planning and Zoning for Ward 1 by Joseph Lopez**
 - c. **Appointment of Mark Miller to Planning and Zoning by Mayor Schafer**
 - d. **2013-3046 – Proclamation – Recognizing the Diamondhead Spartans Youth Football Players and Volunteers on a Successful 2013 Season, presented by Blaine LaFontaine**
9. **City Manager’s Report**
10. **Approval of Docket of Claims – Motion to Accept the Agenda Order Subject to Any Adjustments or Additions Made By Council, the City Manager, or the City Clerk.**
11. **Citizens Wishing to Address Council, Agenda Items Limit of 3 minutes per person**
12. **OLD and NEW BUSINESS**
 - 2013-3030 – **Select and Approve a Merchant Credit Card Processing Agreement; Approve a 3% per Transaction Fee**
 - 2013-3038 - **Recommendation for City Clerk Position and Salary**

2013-3039 – Resolution-074: The City of Diamondhead Appointing a City Clerk

2013-3040 - Oath of the City Clerk and Deputy City Clerk

2013-3041 – Resolution-075: To Amend Resolution 2012-007, replacing the City Clerk with the Deputy City Clerk as an Authorized Check Signer

2013-3043 - Approve Budget Amendment – Addition of Minute Clerk Position and Consolidation of City Clerk/Comptroller Position

2013-3045 - Resolution 2013-076: Resolution to Amend Resolution 2013-040, Establishing a “Keep Diamondhead Beautiful” Committee and Appoint a Representative to the Hancock Chamber Beautification Committee

2013-3047 - Resolution 2013-077: Resolution in Support of Economic Development

2013-3048 – Interlocal Cooperation Agreement between Hancock County and the City of Diamondhead for Police Protection Services and other Purposes through December 31, 2015.

2013-3049 - Resolution 2013-078: Resolution Authorizing the Mayor to Execute Interlocal Cooperation Agreement Between Hancock County and The City of Diamondhead for Police Protection Services and Other Purposes Through December 31, 2015

2013-3050 - Ordinance-042: The City of Diamondhead, Mississippi, Amending the Ordinance 2013-003 Establishing a Planning and Zoning Commission

13. Citizens Wishing to Address Council, Non-Agenda Items Limit of 3 minutes per person

14. RECESS OR ADJOURN



MINUTES

COUNCIL WORK SESSION

Diamondhead, Mississippi
Council Chambers, City Hall
November 12, 2013
1:00 pm CST

1. **Call to Order**—Mayor Schafer called the meeting to order at 1:08 pm CST.
2. **Invocation**— Councilmember Knobloch
3. **Pledge of Allegiance**—Councilmember Rech
4. **Roll Call**— All Councilmembers were present.
5. **Discussion of Planning and Zoning**—

PLANNING AND ZONING COMMISSION VERSES DEVELOPMENT REVIEW COMMITTEE

- a. Amending the October 15, 2012 Diamondhead, Mississippi Zoning Ordinance to make it a more workable and viable ordinance.
- b. Discussion was held to whether a Planning and Zoning Commission is necessary or to have all zoning applicants reviewed by the Development Review Committee. The proposal is to stream line the process and to have a more cost efficient system with experienced professionals that will expedite the process for the applicants and to also consider a commission/committee that will allow the citizens participation in local government.

MEMBERSHIP

Will be discussed pending a decision whether or not a Planning and Zoning Commission will remain in place.

SWIMMING POOLS

To allow wrought iron fencing to encompass swimming pools. To also include the language that a powdered coated aluminum fencing materials be allowed. The fencing shall consist of dark or neutral colors and shall be in compliance with the International Residential Code and the Life Safety Code.

SIGNS

- a. Exterior Wall Signs shall be allowed up to a maximum of 3 square feet of copy area per 1 square linear foot of building street footage but not to exceed 300 square feet of copy area.
- b. Interior Wall Signs provisions shall be excluded from the sign regulations.
- c. Grandfather signs that are damaged 50% or more of its current market value shall comply with the new sign regulations. The "50% of its current market value" shall be clarified to read "50% cost of replacement". The cost replacement will be determined by the contract price of replacement.
- d. Delete Depreciation Schedule.

BANNER SIGNS

- a. The \$25.00 permit fee shall remain in place.

- b. The placement of a banner for a maximum of 30 days per calendar quarter shall be eliminated. Discussion was held to consider the placement for a banner to be 10 days prior to event per 2 times a year.
- c. Off premise banner signs prohibited shall be defined in the zoning ordinance.
- d. Must comply with a 15 foot setback requirement from right-of-way so not to obstruct vision.
- e. Square footage of banner sign shall be considered. A suggestion would be the size of a "Coke Cola" banner sign.
- f. Shall be properly secured and maintained.

FREE STANDING GROUND SIGNS

- a. Limited to 1 per development site and to include in the ground sign regulation the following language:
"A maximum of one (1) ground sign shall be allowed per development with the exception of a development with frontage on more than one (1) street, in which case one (1) ground sign shall be allowed for a development with frontage on street."
- b. Ground signs shall have a minimum separation of 100 feet.

PARKING

A "drafted" Resolution dated June 3, 2013, was submitted for review in reference to amendments to the parking requirements; Article 8. After further discussion, there were no concerns to the submitted draft.

MASSAGE PARLOR

A "drafted" Resolution dated June 3, 2013, was submitted for review in reference to the definition for "Massage Parlor"; Article 3, Section 3.2. The definition for "Massage Parlor" shall be deleted. The new definition(s) shall be recognized as "**Massage therapy and Massage therapy establishment**" as identified and defined in the submitted draft.

- 6. **Citizens Wishing to Address Council, Non-Agenda items –**
 Ms. Dinah Rhoades wanted to clarify that the current ordinance for a placement of a fence around a pool is still in effect and that the color she has chosen is legal.
- 7. **ADJOURN –** Councilmember LaFontaine moved, Councilmember Sislow seconded, to adjourn the Council Work Session meeting. The motion carried unanimously.

Thomas E. Schafer, IV
 Mayor

Deputy City Clerk



MINUTES
FORMAL MEETING OF CITY COUNCIL
Diamondhead, Mississippi
Council Chambers, City Hall
November 19, 2013
6:00 pm CST

-
1. **Call to Order** – Mayor Schafer called the meeting to order at 6:01 pm CST
 2. **Invocation** – Councilmember Lopez
 3. **Pledge of Allegiance** – Councilmember Rech
 4. **Roll Call** – All Councilmembers were present.
 5. **Approval of Minutes** – Councilmember LaFontaine motioned, seconded by Councilmember Rech, to accept the Minutes as presented. The motion was carried.

11/5/2013 Formal Meeting

6. **Confirmation or Adjustment of the Agenda Order** –
 - a. Councilmember Sislow motioned, seconded by Councilmember Rech, to amend the agenda to add Agenda Item 2013-3035 - Vote to eliminate and dismember the Planning and Zoning Commission. The motion carried.
 - b. The City Manager requested to amend the agenda to add item 2013-3044 – Approval of Interlocal Agreement Relating to the Collection of Solid Waste Fees. Councilmember Knobloch motioned, seconded by Councilmember Sislow, to amend the agenda to add Agenda Item 2013-3044. The motion carried.
 - c. Councilmember Rech motioned, seconded by Councilmember LaFontaine, to accept the Agenda Order as amended. The motion carried and the Agenda Order was accepted.

7. Communications/Announcements from Mayor and Council

The next regularly scheduled Council Meeting will be held at 6:00 pm CST on Tuesday, December 3, 2013 in Council Chambers located at 5000 Diamondhead Circle.

8. **Presentations/Appointments - NONE**
9. **City Manager's Report**

- a. The Governor of Mississippi issued a Proclamation setting additional holiday dates for state employees, Friday, November 29, 2013 and Tuesday, December 2013. The City will be closed these days to observe the above referenced holidays.
 - b. Code enforcement continues to gather information and complaints. The Code Enforcement Clerk maintains a binder to provide "real time" documentation for on-going issues.
 - c. Captain AI was not available to provide a police report due to a death in his family.
10. **Approval of Docket of Claims**– Councilmember Rech motioned, seconded by Councilmember Sislow, to approve the Docket of Claims as presented. The motion carried.
11. **Approval of Financial Report** – Councilmember Sislow motioned, seconded by Councilmember LaFontaine, to approve the October Financial Report as presented. The motion carried by all Councilmembers with the Mayor abstaining.
12. **Citizens Wishing Address Council, Agenda Items** –
 Mr. Pete Kolf, representing the Diamondhead Taxpayers Association, addressed Agenda Item 2013-3038. He cited Ordinance 2012-002 passed by Council where the City Clerk is appointed by the Council and not the City Manager. He stated the City Clerk should report directly to the Council and not the City Manager.
- Mr. Pete Kolf stated Agenda Item 2013-3043 should include a detailed description of the budget amendment, as discussed in previous meetings. He requested a response from the City Attorney. The Mayor stated the City Attorney will respond to Mr. Kolf's comment at the appropriate time.
13. **Old and New Business**
- a. **2013-3035 - Vote to eliminate and dismember the Planning and Zoning Commission**
 Councilmember Sislow, seconded by Councilmember Rech, made a motion to eliminate and dismember the Planning and Zoning Commission.

Councilmember Knobloch stated both small and large cities have a Planning and Zoning Commission. There are currently twenty volunteer applications from residents who are interested in being on the Commission.

Motion did not carry by roll call vote. Councilmember Lopez and Councilmember LaFontaine voted Aye. Councilmember Sislow, Councilmember Rech, Councilmember Knobloch and Mayor Schafer voted Nay. The motion failed.

Councilmember Sislow stated there are three vacant positions on the Commission. He requested Councilmember Lopez, Councilmember LaFontaine and Mayor Schafer propose their Commission Membership recommendation at the next meeting on Tuesday, December 3, 2013 to fill the vacancies.
 - b. **2013-3033 – Proclamation of Holiday Closings**
 Councilmember Lopez motioned, seconded by Councilmember LaFontaine, to accept and approve the additional holiday dates for the City as proclaimed by the Governor of Mississippi.
 - c. **2013-3034 – Amendment to Ordinance 2013-039 Setting Curfew for Juveniles and Violation and Penalties**
 The City Manager stated after initial approval of the Juvenile Ordinance and further discussion, the Council has expressed their wishes to eliminate Paragraph (d), Item (3) in its entirety.

Councilmember Rech motioned, seconded by Councilmember Sislow, to eliminate Paragraph (d), Item (3) in its entirety. Mayor Schafer, Councilmember Lopez, Councilmember LaFontaine, Councilmember Knobloch, Councilmember Sislow and Councilmember Rech all voted Aye.

COUNCILMEMBER LOPEZ LEFT THE MEETING AT 6:27 PM CST

d. 2013-3036 – Ordinance 2013-040: Establishing the Collection of Solid Waste within the City Limits of Diamondhead and Setting Fees for the Collection of Solid Waste

Councilmember LaFontaine motioned, seconded by Councilmember Rech, to approve Ordinance 2013-040: Establishing the Collection of Solid Waste within the City Limits of Diamondhead and Setting Fees for the Collection of Solid Waste. Mayor Schafer, Councilmember LaFontaine, Councilmember Knobloch, Councilmember Sislow and Councilmember Rech all voted Aye. The motion carried. Councilmember Lopez was absent.

Councilmember LaFontaine stated the Hancock County Regional Solid Waste Authority has held discussions to issue bids for County Recycling efforts.

e. 2013- 3044 – Interlocal Agreement Relating to the Collection of Solid Waste Fees

Councilmember Rech motioned, seconded by Councilmember Sislow, to approve the Interlocal Agreement Relating to the Collection of Solid Waste Fees. The motion carried. Councilmember Lopez was absent.

f. 2013-3037 – Amendment to International Residential Code, 2012 Edition as Published by the International Code Council

The City Building Official, Ronald Jones, gave a brief summary of the Code. He stated the proposed amendment addresses the required installation of arc-fault breakers. The IRC, 2012 edition, which Diamondhead adopted, requires all 15 and 20 ampere circuits in every room except for the kitchen to have arc-fault breakers. The proposed amendment will only require them in all bedrooms as first required in the IRC, 2006 edition.

Arc fault breakers reduce the risk of fire due to an arc occurring in an outlet. For example, if you turned on a switch and an arc occurred in the appliance or fixture the arc-fault breaker would trip. Arc fault breakers have been sensitive that has caused nuisance breaker trips.

Several electrical contractors have requested a change in the requirement for all rooms except for the kitchen. There is quite a difference in price between a regular 20 amp breaker and a 20 amp arc fault breaker and that difference is passed on to the homeowner.

Councilmember LaFontaine motioned, seconded by Councilmember Rech, to approve the Amendment to the International Residential Code, 2012 Edition as Published by the International Code Council. Mayor Schafer, Councilmember LaFontaine, Councilmember Knobloch, Councilmember Sislow and Councilmember Rech all voted Aye. The motion carried. Councilmember Lopez was absent.

g. 2013-3038 – Recommendation for City Clerk Position and Salary

Councilmember Sislow motioned, seconded by Councilmember Rech, to approve the recommendation for the City Clerk Position and Salary.

Councilmember Knobloch stated the City Clerk should be evaluated and appointed by the City Council.

Mayor Schafer stated his concerns with paragraph three providing direct supervision by the City Manager to the City Clerk. He recommended the agenda item, and associated agenda items, be tabled until further discussion by Council.

Councilmember Sislow rescinded his motion to approve the City Clerk position and salary.

Councilmember Sislow motioned, seconded by Councilmember Rech, to table Agenda Items: 2013-3038, 2013-3039, 2013-3040 and 2013-3041 until further discussion by Council. The motion carried. Councilmember Lopez was absent.

h. 2013-3042 – Approve the Position of a Minute Clerk

Councilmember Lafontaine motioned, seconded by Councilmember Knobloch, to approve the position of a Minute Clerk and move forward with advertising the position immediately. The motion carried. Councilmember Lopez was absent.

Councilmember Knobloch recommended the wording be changed under section: Knowledge, Skills and Abilities. "Must possess required" needs to be replaced with "Desirable."

i. 2013-3043 – Approve Budget Amendment

Councilmember Rech motioned, seconded by Councilmember Sislow, to table the request to approve a budget amendment. Motion carried. Councilmember Lopez was absent.

The City Attorney stated placing detail to Budget Amendment, Agenda Items were discussed, however, there is a new Interim City Clerk that was unaware of the discussion. In addition, the amendment was only for (\$597.22) that does not actually require a budget amendment be made by state statute. The City was making an effort to be as transparent as possible.

14. Citizens Wishing to Address Council, Non-Agenda Items –

Mr. Gerry Gilbert, who lives on Ieke Drive, requested more lights be added to his street. There is a high presence of teenagers roaming the streets in the area after dark.

The Mayor requested the Police Department be informed of such adolescent activity and to increase patrol in the area.

EXECUTIVE SESSION

15. Councilmember Knobloch moved, seconded by Councilmember Sislow, to go into closed session to discuss the need to go into Executive Session. The motion carried to go into Closed Session. Councilmember Lopez was absent.

Councilmember LaFontaine moved, seconded by Councilmember Sislow, to go into Executive Session to discuss personnel issues and legal matters. The motion carried. Councilmember Lopez was absent.

Councilmember Rech moved, seconded by Councilmember LaFontaine, to come out of Executive Session. The motion carried. Councilmember Lopez was absent.

RETURN TO REGULAR SESSION

16. The City Attorney announced personnel matters and potential litigation was discussed in Executive Session and no official action was taken.

17. **Adjourn** – Councilmember Rech motioned, seconded by Councilmember Sislow, to adjourn the meeting at 7:45 pm CST. The motion carried. Councilmember Lopez was absent.

Thomas E. Schafer, IV
Mayor

Deputy City Clerk

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and Members of Council
FROM: Richard Rose, City Manager

Ordinance
 Resolution
 Agreement
 Info Only
 Work Session
 Other
 AGENDA LOCATION:
 Consent Agenda
 New Business
 Unfinished Business
 AGENDA DATE REQUESTED: 12/5/13

ORDINANCE/RESOLUTION CAPTIONS or ISSUE: *Appointment of E.J. Bice to Planning and Zoning - Ward 2.*

SUMMARY BACKGROUND: *N/A*

IMPACT IF DENIED: *Ward 2 vacancy not filled*

IMPACT IF APPROVED: *Ward 2 has representation on P&Z.*

FINANCIAL IMPACT: *N/A.*

REQUIRED SIGNATURES

REQUESTED BY: *Blaine Lefontaine*

City Manager: _____

City Attorney: _____

COUNCIL ACTION:

Approved
 Denied
 Tabled/Deferred
 Assigned To _____



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

November 21, 2013

To: Mayor and City Council

Re: Planning Commission appointment

Dear Gentlemen:

As previously discussed by the City Council there exists three commissioner vacancies on the Planning and Zoning Commission with one of those coming from Ward 2 appointment. As Councilmember from Ward 2, I recommend Mr. Eugene Joseph Bice a resident of Ward 2 to fill a term expiring in March 2015. Attached you will find Mr. Bice's volunteer application.

I request action on this appointment to be made on December 3, regular council meeting.

Sincerely,

Blaine Lafontaine
Councilmember Ward 2

VOLUNTEER SERVICE APPLICATION – CITY OF DIAMONDHEAD, MS

Volunteers may apply for positions with a resume, this form, or other written format, when attached to this form, provided all requested information is included.

1. <u>Bice</u> <small>Last Name</small>	<u>Eugene Joseph</u> <small>First and Middle Name</small>	<u>E.J.</u> <small>Nickname(s)</small>
2. <u>9925 Kahana Street</u> <small>Home Address</small>	<u>Diamondhead, MS 39525</u> <small>City, State, Zip</small>	<u>228-586-0068</u> <small>Home Phone</small>
3. <u>ejbice@gmail.com</u> <small>Email Address</small>	<u>251-725-0508</u> <small>Work Phone</small>	<u>228-547-7059</u> <small>Mobile Phone</small>
4. On which committee would you like to serve? <u>Planning & Zoning</u>		

Education

5. Some High School HS/GED Associate Bachelor Master Doctoral

6. Last High School or GED School (Name, City, State, Zip Code and year completed,)

7. Colleges and universities attended:

a. <u>The University of Southern Mississippi</u>	<u>Long Beach, MS</u>	<u>Business Management</u>	<u>2014</u>
<small>Name</small>	<small>City, State</small>	<small>Major(s)</small>	<small>Degree Year</small>
b. <u>MGCCC</u>	<u>Gulfport, MS</u>	<u>Business</u>	<u>2013</u>
<small>Name</small>	<small>City, State</small>	<small>Major(s)</small>	<small>Degree Year</small>
c. _____	_____	_____	_____
<small>Name</small>	<small>City, State</small>	<small>Major(s)</small>	<small>Degree Year</small>

8. Qualifications to serve on the committee: *(Please limit to 3 short paragraphs or submit another sheet for more information.)*

- Contract Manager / Quality Assurance Specialist for Department of Defense
- Strong attention to detail
- Knowledgeable in interpreting blueprints
- Manage several different contractors regarding various jobs
- Conduct large meetings on a regular basis
- Capability to work well with others and handle difficult situations in a professional manner
- United States Marine Corps Veteran

9. Other Considerations – A YES answer to (b) or (c) must be described below:

a. Registered to vote in Diamondhead?	YES	X	NO	□	
b. Ever been convicted of a crime?	YES	□	NO	X	Misdemeanor <input type="checkbox"/> Felony <input type="checkbox"/>
c. Any conflicting financial interests?	YES	□	NO	X	

10. I verify the information above is correct: November 15, 2013
Signature Date

Office Use Only

Application Review - _____ Council Decision: YES NO _____
Initials Initials Date



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222-4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

November 21, 2013

To: Mayor and City Council

Re: Planning Commission appointment

Dear Gentlemen:

As previously discussed by the City Council there exists three commissioner vacancies on the Planning and Zoning Commission with one of those coming from Ward 1 appointment. As Councilmember from Ward 1, I recommend Mr. David Malley a resident of Ward 1 to fill a term expiring in March 2014. Attached you will find Mr. Malley's volunteer application.

I request action on this appointment to be made on December 3, regular council meeting.

Sincerely,

Joe Lopez
Councilmember Ward 1

Date: 10/14/2013

VOLUNTEER SERVICE APPLICATION - PROPOSED CITY OF DIAMONDHEAD, MS

Volunteers may apply for positions with a resume, this form, or other written format, when attached to this form, provided all requested information is included.

1. Malley Last Name David DeRan First and Middle Name _____ Nickname(s)

2. 8335 Kahala Dr. Home Address Diamondhead MS 39525 City, State, Zip 228 669-4444 Home Phone

3. malleyent@aol.com Email Address 228 255-0403 Work Phone 228 669-4444 Mobile Phone

4. On which committee would you like to serve? Planning and Zoning - Ward 1

Education

5. Some High School HS/GED Associate Bachelor Master Doctoral

6. Last High School or GED School (Name, City, State, Zip Code and year completed.) * 3 years College no degree
Hancock North Central, MilN, MS 39556. 1985

7. Colleges and universities attended:

a. <u>Dr. Peterson Davis Jr. College</u> Name	<u>Biloxi, MS</u> City, State	<u>Electronics</u> Major(s)	_____ Degree Year
b. <u>Louisiana Tech University</u> Name	<u>Bossier City, La</u> City, State	<u>Pre Eng/General Courses</u> Major(s)	_____ Degree Year
c. _____ Name	_____ City, State	_____ Major(s)	_____ Degree Year

8. Qualifications to serve on the committee: (Please limit to 3 short paragraphs or submit another sheet for more information.)

A Diamondhead resident for 15 years, with extensive experience working with engineers, surveyors, and contractors, as a developer as well as a contractor. Have prepared and made dozens of presentations to Planning & Zoning Boards to County and Municipal governments along the Gulf Coast, which requires a working knowledge and understanding of city and County ordinances. A Real Estate appraiser for 23 years, which has helped develop an extensive knowledge of Diamondhead properties and its multiple home owner/Condo associations.

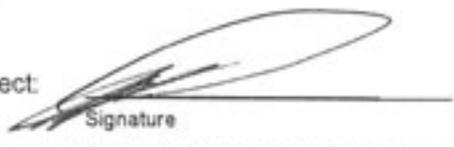
9. Other Considerations - A YES answer to (b) or (c) must be described below:

a. Registered to vote in Diamondhead? YES NO

b. Ever been convicted of a crime? YES NO Misdemeanor Felony

c. Any conflicting financial interests? YES NO - recently replatted Fair Way Villas and will not be developing any more properties within the City of Diamondhead.

10. I verify the information above is correct:


Signature

10/14/2013
Date

RECEIVED
OCT 22 2013
B 10:02AM

Office Use Only

Application Review - _____ Council Decision: YES NO

Initials _____ Initials _____ Date _____

DAVID D. MALLEY
8335 Kahala Drive
Diamondhead, Ms 39525

RESUME OF QUALIFICATIONS

Business Phone (228) 255-0403
FAX (228) 255-6963
CELL (228) 669-4444

EDUCATION:

Gulf Coast Community College,
General Courses.
August 1995 to June 1997.

Louisiana Tech University,
General courses.
August 1987 to November 1990.

United States Air Force,
Professional Military Education, Management and Personnel.
August 1989.

Community College of the Air Force,
Electronics and Missile Systems.
May 1986 to December 1986.

Gulf Coast Community College,
General courses & Electronic Technology.
August 1985 to December 1985.

**CONSTRUCTION, REAL ESTATE AND
APPRAISAL COURSES:**

2012 International Residential Building Code Update, (Carriege Consulting) 3/2012
2012-2013 7 Hour National USPAP Update Course 12/2012
Appraising Manufactured Homes (McKissock) 12/2012
Construction Details and Trends (McKissock) 12/2012
Appraising FHA Today (McKissock) 12/2012
Ms License Law (McKissock) 4/2012
Exchanges increase you expertise (McKissock) 4/2012
Code of Ethics (McKissock) 4/2012
Ms Agency Law (McKissock) 4/2012
Contract Law from the top down (McKissock) 4/2012
Fair Housing, (McKissock) 1/2011
2010-2011 National USPAP Update Equivalent (McKissock) 12/2010
The Dirty Dozen (McKissock) 12/2010
REO & foreclosures (McKissock) 12/2010
Size Matters: Residential Square Footage (McKissock) 12/2010
7 Hr Residential Report Writing (McKissock) 12/2010
Agency Law (McKissock) 05/2010
Environmental Pollution & Mold (McKissock) 05/2010
Ms License Law (McKissock) 05/2010
Contract Law (McKissock) 05/2010
2008-2009 National USPAP Update Equivalent (McKissock) 12/2008
Even Odder-More Oddball Appraisals (McKissock) 12/2008
The Cost Approach (McKissock) 12/2008
Mortgage Fraud: Protect Yourself (McKissock) 11/2008
Contract Law (McKissock) 09/2008
Ms License Law (McKissock) 08/2008
Agency Law (McKissock) 08/2008
Tax Advantages of Home Ownership (McKissock) 05/2008
RE Title Insurance (McKissock) 05/2008
Principles of Finance and the Mortgage Market (McKissock) 05/2008
Environmental Pollution and Mold (McKissock) 05/2008
Understanding Factory Built Housing (McKissock) 12/2006
The Dirty Dozen (McKissock) 12/2006
Environmental Pollution and Mold (McKissock) 12/2006
Disclosures and Disclaimers (McKissock) 12/2006
2006 National USPAP Update (McKissock) 12/2006

Construction Detail and Trends (McKissock) 12/2006
The Appraisal Process for Agents and Brokers (McKissock) 12/2006
Ms License Law (McKissock) 06/2006
Contract Law (McKissock) 06/2006
Agency Law (McKissock) 06/2006
Information Technology & The Appraisal (McKissock) 12/2004
Appraisers Liability (McKissock) 12/2004
Ms License Law (McKissock) 06/2004
Contract Law (McKissock) 06/2004
Construction Detail and Trends (McKissock) 06/2004
Appraisers Liability (McKissock) 12/2002
FHA Appraising Today (McKissock) 12/2002
USPAP 2002 (McKissock) 12/2002

**EMPLOYMENT
HISTORY:**

Malley's Store All, Prestige Fitness, Crystal Clear
Car wash, Malley Enterprises, Malley Rentals, 2 Back-O-Town,
LandMark Contractors.
Pass Christian, Ms
Owner / Manager
January 2000 to Present

David Malley, CRA
Pass Christian, Ms
State Certified Residential Real Estate Appraiser.
January 1991 to Present

Malley's Towing.
North Hollywood, Ca
Owner/Operator of a Towing/Auto Transportation Company.

United States Air Force.
Barksdale Air Force Base, La
Missile Systems Maintenance Technician.
Performed Maintenance on the (SRAM) Short Range Attack Missile and
The (ALCUM) Air Launched Cruise Missile, To include all Electronic and
Navigation Equipment.
January 1986 to January 1990.

MILITARY SERVICE:

United States Air Force.
Honorable Discharge.

**PROFESSIONAL
CERTIFICATIONS
AND LICENSES:**

State Certified Residential Real Estate Appraiser.
Approved FHA Roster Appraiser
Licensed Real Estate Sales Person.
State Licensed General Contractor.
State Licensed Master Electrician.
Private Pilot License.
PADI Scuba Certification.

**PROFESSIONAL
MEMBERSHIPS:**

Member of the National, State and Local Board of Realtors.
The Mississippi Gulf Coast Multiple Listing Service.
Hancock County Chamber of Commerce.
National Association of Home Builders.



City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222-4626

FAX: (228) 222-4390

www.diamondhead.ms.gov

November 27, 2013

To: City Council

Re: Planning Commission appointment

Dear Gentlemen:

As previously discussed by the City Council there exists three commissioner vacancies on the Planning and Zoning Commission with one of those coming from a Mayoral appointment. As Mayor, I recommend Mr. Mark Miller a resident of Diamondhead to fill a term expiring in March 2015.

I request action on this appointment to be made on December 3, regular council meeting.

Sincerely,

Tommy Schafer IV
Mayor

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and Members of Council
FROM: Richard Rose, City Manager

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda New Business Unfinished Business

AGENDA DATE REQUESTED 12/5/13

ORDINANCE/RESOLUTION CAPTIONS or ISSUE: <i>Resolution or Proclamation honoring Diamondhead Spartan Youth coaches and players on a successful season.</i>
SUMMARY BACKGROUND: <i>Ceremony honoring coaches and players with statement from city.</i>
IMPACT IF DENIED: <i>N/A</i>
IMPACT IF APPROVED: <i>shows city is honored to have good volunteers for our youth</i>
FINANCIAL IMPACT: <i>N/A</i>

REQUIRED SIGNATURES

REQUESTED BY: Blaine Fontaine
City Manager:
City Attorney:

COUNCIL ACTION:
 Approved Denied Tabled/Deferred Assigned To _____

PROCLAMATION

WHEREAS, Diamondhead Spartans players and coaches recently concluded a successful season in the South Mississippi Youth Football Association; and

WHEREAS, Diamondhead finished with three age groups competing in the championship game, with one completing an undefeated championship season in 2013; and

WHEREAS, the Diamondhead Spartans program consisted of 125 players, cheerleaders, plus over 20 coaches and volunteers; and

WHEREAS, President Russell Frank has been committed to Diamondhead Spartans Program and its youth, significant improvements have been made in participation, equipment, and a vision established for the future of the program, which includes the need for a sports complex, and

WHEREAS, many parents and volunteers dedicated countless hours as coaches and mentors in this organization to help develop its reputation, commitment to supporting youth recreation and cultural enrichment in Diamondhead; and

WHEREAS, as a result of this dedication, children within the City of Diamondhead have access to quality youth sports which builds his/her character and prepares them for a successful future,

NOW, THEREFORE IT BE PROCLAIMED, the Mayor and City Council of Diamondhead, Mississippi hereby

RECOGNIZE THE DIAMONDHEAD SPARTANS YOUTH FOOTBALL PLAYERS, COACHES AND VOULUNTEERS ON A SUCCESSFUL 2013 SEASON

With the consent of the Mayor and City Council, this proclamation is signed this 3rd day of December, 2013.

Thomas E. Schafer, IV
Mayor of the City of Diamondhead

Lolita McSwain
Deputy City Clerk



City of Diamondhead, MS

Docket of Claims Register - Council

APPKT00051 - Docket of Claims 12/3/13
By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Payment Amount	
								Line Amount	Payment Amount
DKT130170	Barneys Police and Hunting Supplies	12/03/2013	10745	PO# 2013-0998 Badges	001-100-50100	Supplies	Badge for Blaine Lafontaine	106.00	1,847.60
					001-100-50100	Supplies	Badge for Ernie Knobloch	106.00	
					001-100-50100	Supplies	Badge for Joseph Lopez	106.00	
					001-140-50100	Supplies	Badge for Richard Rose	106.00	
					001-100-50100	Supplies	Badge for Ron Reck	106.00	
					001-100-50100	Supplies	Badge for Thomas Sislow	106.00	
					001-100-50100	Supplies	Badges for Mayor Tommy Schafer	106.00	
					001-120-50100	Supplies	Wallet	169.93	
					001-140-50100	Supplies	Carolina Saftley vest rip zip	57.98	
					001-200-52300	Uniforms	INTOXILYZER, S-DS, LED, AAA BA.	399.99	
					001-200-50100	Supplies	CASE .25 MOUT		
					001-200-50100	Supplies	LIGHT, STINGER, DS, LED, AV/DC 2 HOLD	279.98	
					001-200-50100	Supplies	RAIN COAT 2X	21.99	
					001-200-50100	Supplies	RAIN COAT medium	21.99	
					001-200-50100	Supplies	SAUNDERS FORM HOLDER AH851	51.98	
					001-200-50100	Supplies	TAP, RED, evidence w/black evidence 54	27.80	
					001-200-50100	Supplies	TAPE, CRIME. SCENE. DO NOT CROSS 3X1000	39.98	
					001-200-50100	Supplies	TRAFFIC WAND	33.98	
DKT130171	Beeson's Auto Service	12/03/2013	1077	Install light bar, fuse link & wire	001-200-90700	Capital Outlay - Mobile Equipment	Install light bar, fuse link & wire	100.00	100.00
DKT130172	Building Officials Association of Mississippi	12/03/2013	11.21.2013	Training Registration Fee	001-650-62000	Travel & Training	Training Registration Fee	100.00	200.00
			11.21.2013B	Annual Dues	001-650-64000	Membership Dues/Fees	Annual Dues	100.00	
DKT130173	Diamondhead Water and Sewer District	12/03/2013	12.01.2013A	City Hall	001-140-65000	Utilities - General	Water and Sewer for November	155.53	179.13
			12.10.2013B	Irrigation System	001-140-65000	Utilities - General	Irrigation System November Invoice	23.60	
DKT130174	Eagle Energy	12/03/2013	2878 & 2877	Unleaded Fuel	001-301-52200	Fuel/Oil	ultra low sulfur diesel	979.53	1,835.31
					001-301-52200	Fuel/Oil	unleaded no ethanol	855.78	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130175	Fleetcor Technologies Inc.	12/03/2013	NP39686202	Fuel for Police and Admin	001-140-52200 001-200-52200	Fuel/Oil Fuel/Oil	Fuel for Building Department Fuel for Police Cars	59.85 438.48	498.33
DKT130176	Hancock County Sheriff's Office	12/03/2013	0010	October Invoice	001-200-69000	Interlocal Agreement	October Invoice Interlocal	34,968.49	34,968.49
DKT130177	JobSite LLC	12/03/2013	571	Live Oaks	001-301-09600	Beautification Expense	Live oaks	960.00	960.00
DKT130178	MAGPPA	12/03/2013	11.14.2013	2014 Membership Renewal	001-140-64000	Membership Dues/Fees	2014 Membership Renewal	35.00	35.00
DKT130179	Napa of Bay St. Louis	12/03/2013	11.14.2013	Safety Lights	001-301-54300	Repairs & Maintenance - Equipment	Safety lights	84.74	84.74
DKT130180	Office Depot	12/03/2013	6617225560001 68172235001	office supplies	001-650-50100 001-140-50100 001-110-50100 001-140-50100	Supplies Supplies Supplies Supplies	self inking stamp copy holder mesh rack press board bindes	18.24 14.09 94.66 37.38	164.37
DKT130181	Reliance Trust	12/03/2013	11.13.2013	December 30, 2013 Payment	001-140-67100	Building Rent	Funds Due December 30, 2013	63,833.58	63,833.58
DKT130182	Safety Med LLC	12/03/2013	29870	restock first aid	001-301-50100	Supplies	first aid items	126.10	126.10
DKT130183	Sea Coast Echo	12/03/2013	02526351-001	Ordinance #2013-038	001-140-63000	Advertising	Publish Ordinance 2013-038	30.00	30.00
DKT130184	Sesco Sales	12/03/2013	4319	Consecutive Number Labels 5000	001-140-50100	Supplies	Property tags	414.54	414.54
DKT130185	South Mississippi Business Machines	12/03/2013	11.16.2013	Lease Payment	001-140-67200	Rent - Copier	Payment 7 of 60 Sharp Color Copier Lease	219.00	219.00
DKT130186	Universal TelCom LLC	12/03/2013	42580	November Telephone Service	001-140-61000	Telephone	November Telephone Service	744.78	744.78
DKT130187	UPS	12/03/2013	0000X993W8473	Shipping charges for phone	001-301-61300	Postage	Shipping charges for warranty	6.89	6.89

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130188	Waring Oil Company LLC	12/03/2013	071271838	Supplies for equipment	001-301-52200	Fuel/Oil	80w90 gear oil 5 gallon pail	103.22	
					001-301-50100	Supplies	A/F Collant 1 gallon	196.52	
					001-301-52200	Fuel/Oil	Motor Oil Hav 1Dw30	114.00	413.74

Total Claims: 19 Total Payment Amount: 106,661.60



City of Diamondhead

MEMO

To: Richard Rose

From: Kristin Ventura

Date: 12/3/13

RE: Credit Card Processing Agreement and Setting Amount of Transaction Fee

Comments:

The City currently collects payments (Court fines, building permits etc.) in the form of check, cash or money order. In order to offer more services and convenience to the public, the City can offer Merchant Credit Card Processing Services through local financial institutions. Attached, are quotes obtained from local sources in comparison form. Due to There are guidelines issued by the State Auditor's Office regarding credit cards. See attached pages III-F1 thru III-F2 from the MS Municipal Audit and Accounting Guide.

In Summary:

1. Fees must be assessed to the user of the electronic payment system. An amount or percentage service cost, sufficient enough to pay the full cost of using the electronic payment system, must be determined and added to each payment accepted. Such fee established must be clearly relayed to the payer.

Below, are fees assessed by local government agencies:

- City of Gulfport – 2.5% of total transaction
- Bay St. Louis - \$3.00 convenience fee
- City of Ocean Springs – 2% of total transaction
- State of MS – 3% convenience fee

ACTION (1): The City must approve a transaction fee prior to implementing the electronic payment system. I recommend charging a 3%.

(Each month, the accounting records must be reconciled to identify ACTUAL fees assessed by the credit card companies. Fee will be evaluated after six months to determine adequacy of the 3% charge to cover the credit card charges assessed from the transactions.)

2. A contract for credit card services must be approved by the governing authority. Approval must be recorded in the minutes. The governing authority cannot be responsible for costs or penalties for charge back fees.

ACTION (2): Approve Hancock Bank Merchant Processing Agreement over The First Bank.

(Though annual fees are close in comparison, Hancock Bank provides actual local representation vs. The First (located in Colorado). Also, the additional time needed to transfer/reconcile funds between the City's current bank, Hancock Bank, and The First merits choosing Hancock Bank over The First for Merchant Credit Card Processing Services.)

3. Due to higher fees charged by other credit card companies, I suggest VISA and Mastercard be the only two forms of payment accepted by the payer.

	A	B	C	D	E
9	Comparison of Local Credit Card Merchant Processing Quotes obtained:				
10					
11		Hancock Bank	The First	People's Bank	
12	Set up/ Maintenance Fees	waived	\$ 25.00	requested quote; stated they could not waive charge back fee as required by statute	
13	Monthly Service Fee	\$0.00	\$ 5.00		
14	Internet Service Fee - per Transaction	\$ 0.05	\$0.00		
15	Transaction Fees (by statute: passed on to the payor)	varies by credit card	varies by credit card		
16	Authorization Fees (by statute: passed on to the payor)	varies by credit card	varies by credit card		
17	Processing Charge - Qualified Rate	0.25%	0.25%		
18	Processing Charge - Per Item Fee	\$ 0.15	\$ 0.15		
19	Equipment Set up Fee	waived	\$ 75.00		
20	Equipment - Card Reader	\$ 100.00	\$ 78.00		
21	Monthly Gateway Fee	\$ 5.00	\$ 5.00		
22	Annual PCI Fee	\$ 99.95	\$ 75.20		
23	Non-Compliance PCI Admin Fee - reoccurs until compliant	\$ 19.95	\$ 10.00		
24	Chargeback Fee per occurrence (by statute: not allowed to be charged to Municipality)	waived	waived		
25	ACH Return/Change Fee, fee will be passed on to the payer	\$ 25.00	\$ 15.00		
26					
27	Note: Typically, the bank the City uses is in a better position to waive fees.				
28					
29	OTHER THOUGHTS:		Pros	Cons	
30	Currently City's Financial Institution	X			
31	Will have to transfer funds from one institution to another			X	
32	Able to transfer funds within the same institution	X			
33	ONE-TIME savings (cost) over one another	\$ 78.00	\$ (78.00)	lines 19 and 20	
34	Annual savings (cost) over one another	\$ (24.75)	\$ 24.75	line 22	

CONTRACTING TO ACCEPT CREDIT CARDS

Authority To Accept Credit Cards

Section 17-25-1, Miss. Code ann. 1972, authorizes municipalities to accept payment of taxes, fees and other accounts receivable by credit cards, charge cards, debit cards and other forms of electronic payment in accordance with policies established by the State Auditor.

This law requires service fees or charges be assessed to the user of the electronic payment system as an additional charge for processing the electronic payment, so that the user will pay the full cost of using the electronic payment system. These policies were issued for this authority.

Who May Be Contracted With

The governing authority may enter into a contract with one or more credit card issuers, financial institutions or third party credit card processors to accept payments for fees, taxes and other accounts receivable by credit cards, charge cards, debit cards, and other forms of electronic payment.

Contract Requirements

The services to be provided by the processor and the fees for such services must be included in a contract approved by the governing authority.

The contract must allow the addition of the processing service fee to the originating tax, fee or other payment. It is require that the full cost of using electronic forms of payment to be borne by the taxpayer or fee payer.

The contract may be entered into by negotiation; and must be recorded on the governing authority's minutes.

Cost of Service Requirements

The governing authority must determine the amount or percentage service costs to add to each charge for each type of credit card, charge card, debit card, and other forms of electronic payment to be accepted. This service costs must be an amount or percentage that is sufficient so that the user of the electronic payment system will pay the full cost of using such system.

Before charges are assessed, the governing authority must notify the electronic payment user of the amount of the processing fee that is being added to the tax, fee, or accounts receivable bill. The processing fee must be plainly included and identified on the receipt given to the payer.

Receipt and Accounting Requirements

Fee Withholding by Processor Procedure

If the contract calls for the processing fee to be withheld from the amount charged electronically, the processing cost should be noted on the receipt and included in the total charged to the payer. The fee must also be noted in the financial records for verification purposes, but should not be recorded as a revenue receipt in the appropriate journal.

The amount due for payment of the tax, fee or accounts receivable must be recorded and settled as with ordinary cash collections. The processing fee charged and withheld by the processor must be verified to insure proper calculation and collection.

Fee Collected by Municipality Procedure

If the contract calls for the processing fee to be paid by invoice as a claim, the processing cost should be noted on the receipt and included in the total charged to the payer. The fee must also be recorded in the appropriate accounting journal as a receipt for settlement into a separate fund.

A separate column or field must be set up in the accounting records to record the processing fee. The processing fee must be recorded in a manner that will allow identification and reconciliation to the proper processor.

Each invoice from the processor must be itemized and reconciled with the processing costs received and recorded in the accounting records. This reconciliation should verify the correct obligation payable to the appropriate processor for each processing fee. The itemized invoices may then be paid upon approval of the governing authority, as with other claims.

Dishonored Charge Contract Requirements

The contract must clearly indicate that the governing authority is not responsible for processing costs or penalties for credit cards, charge cards, debit cards or any other form of electronic payment. Terms for charges disputed by the card account holder and subsequently dishonored and charged back to the governing authority should be clearly identified in the contract. Such dishonored transactions charged back to the governing authority after initial approval of the payment processor should be handled in generally the same manner as bad checks; and are considered not paid.

Amount of Collection Requirement

For all collections, the governing authority must receive the entire amount that constitutes the ordinary amount due for the tax, fee or accounts receivable without accepting a discounted payment of such tax, fee or accounts receivable.

Collection Agency, etc. Collections – Fee Payment Exception

Municipalities may contract for services to collect delinquent accounts and certain failed to appear cash appearance bonds (See “Contracting with Collection Agencies” in this section of this guide). This authority contains procedures to accept credit cards or electronic funds from the person to pay the delinquent obligation or cash appearance bond.

This procedure allows the municipality to pay the costs of the credit card or electronic funds transfer from the late fee portion of the collection. This exception to these regulations should be carefully considered when entering into contracts for electronic payment processing.

MERCHANT PROCESSING APPLICATION **MULTIPLE LOCATIONS** Page 1 of 3 Loc. 4 of 4

Card Merchant #: _____ Statement for Outlet Other: _____
Pricing Type: 0 0 1 MCC: 9 3 9 9 Merchant Type: 6 0 0 0 (if different from original) Store #: _____ (if different from original)
Please attach Fee Schedule(s) and/or Addendum as appropriate.

ABA #: 065503681 DCA #: 045913628
 ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DOA. MUST INCLUDE BANK NAME & ADDRESS.

TELL US ABOUT YOUR BUSINESS

Ref: (CR/SAT/ST)

Client (Your Business LEGAL Name): CITY OF DIAMONDHEAD
 Same as Legal Name or Provide OBA/Outlet Name: CITY OF DIAMONDHEAD-FEES First/Last Contact Name: KRISTIN VENTURA
Address: (No P.O. Box) 5000 DIAMONDHEAD CIRCLE Suite #: _____ City: DIAMONDHEAD State: MS Zip: 39525
Your Business Phone: (228) 222-4626 Same as Business Phone or Customer Service Phone:
Your Fax Phone: _____ Select One for Retrieval Requests: (02) Dedicated 24 Hour Fax (03) No fax; mail (05) eIDs
Your E-Mail Address: (Required) KVENTURA@DIAMONDHEAD.MS.GOV I Agree to receive SMS Texting Call Phone #: _____

Website Address: _____ No. of Employees: 35
State Incorp. M S Mo/Yr Started: 01/2012 Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. LLC Govt.

Check one: TIN Type: EIN (Fed Tax ID #) SSN

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations. (See Part IX, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) CITY OF DIAMONDHEAD Federal Tax ID# (as it appears on your income tax return) 454-47-5986 I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-4.)

Product/Services You Sell: GOVT SERVICES - NEC
Time frame from transaction to delivery: % of orders delivered in: 0-7 days 0 % + 8-14 days 0 % + 15-30 days 0 % + over 30 days 100 % = 100%
Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)
If yes, give name/address: _____
Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____
Who performs product/service fulfillment? Direct Vendor _____? If Vendor, add name, address, phone. Other (specify): _____

MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT

Total Annual MC/V Volume for this Location \$ 120,000.00 Average MC/V Ticket/Sales Amount for this Location \$ 125.00
Total Annual Disc. Volume for this Location \$ 1,000.00 Average Disc. Ticket/Sales Amount for this Location \$ 125.00
Total Annual American Express Sales Vol. for this Location \$ _____ Average American Express Ticket/Sales Amt. for this Location \$ _____
TeleCheck Annual Revenue \$ 0.00

DESCRIBE EQUIPMENT DETAILS

Network: () CARDnet* () Nashville () Buypass Other: COMPASS Specify Security Code: ()

Rental • Purchase Customer-Owned • Lease	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track /Version/ Serial #
Owns	1		INETBUNDLE	Retail	3ge4 - Realtime Pmt Mgr (rt/r)	\$ 0.00	
						\$	
						\$	
						\$	

Shipping and Handling: Standard \$ 19.95 Overnight \$ 35.95 Enable EMV Mobile Device (Retail Combo): @ \$ _____
*Please see Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

Installation/ MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-358-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
Training: No Merchant Training Installer/In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: KRISTIN VENTURA Contact Phone #: (228) 222-4626 Best Time To Call: 8:00 AM - 8:30 AM

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G46-G71		

FRONT OF CARD LANGUAGE:
• Maximum 30 characters per line.
• 1-4 lines (except for Stripe card design)
• Use lower and/or upper case letters & spacing where desired.
• Text will be printed on the cards exactly as provided here unless noted in the Comments section.
 TEXT IN ALL CAPS
 Text in Upper and Lower Case

Gift Card To Go & Std. Card Design Code: _____ Gift Card To Go & Std. Card Font Color: _____ Front of Card Font: _____

GIFT CARD TO GO Thank you very much for your business. **GIFT CARD TO GO**
BACK OF CARD LANGUAGE: We look forward to seeing you again. **Note:** Gift Card to Go carrier design defaults to J Hook and cannot be changed.

Client Initials: RR

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

DBA Name: CITY OF DIAMONDHEAD-PRIV

Loc. 3 of 4

Mer(TCK):1605 **FEE SCHEDULE** Mer(TCK)CorpFee1611

Start-Up Fees (One-Time Charge)		Compliance Service Fees		Mobile Pay	
Non-Taxable Fees:		<input type="checkbox"/> Annual Fee (42F) \$ _____		FD Mobile Pay Setup Fee (62S) \$ _____	
Application Fee (Non-Refundable) (32I) \$ _____		or		FD Mobile Pay Monthly Fee (32Y) \$ _____	
Reprogramming Fee (31A) \$ _____		<input type="checkbox"/> Quarterly Fee (33R) \$ _____			
Debit Set-Up Fee (31B) \$ _____					
Miscellaneous Fee (31J) \$ _____					
*Equipment Purchase (ACH) \$ <u>0.00</u>					
Other: _____ () \$ _____					
Total Amount \$ <u>0.00</u> w/o tax					
*This will be charged the applicable State/Local Sales Tax.					
Billed Monthly Fees (If Applicable)		Internet		Other Fees*	
Business Advantage Pkg (46F) \$ _____		Start-Up Fees		Chargeback Fee (205, 725, 20L) \$ _____	
Minimum Processing Fee (854) \$ _____		Internet Set-Up Fee (33R)		MC Cross Border Fee USD (836) <u>0.65</u> %	
Client/User/Merchant Insider/EIDS (32R) \$ _____		FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____		Visa Int'l Service Fee (22A) <u>0.65</u> %	
Statement Delivery		Billed Monthly Fees		MC/W/Discover Network/American Express* Voice Auth (168, 186, 10K, 10G) \$ <u>0.75</u>	
<input checked="" type="checkbox"/> Electronic (Default) \$ <u>Free</u>		GG44		EST (185, 18L, 02X, 18P) \$ _____	
<input type="checkbox"/> Paper Fee (Per Outlet) (240) \$ _____		FEE PER TID \$ <u>5.00</u> x # OF TIDs <u>1</u> = TOTAL \$ <u>5.00</u>		AVS (405, 406, 407, 408, 07A, 07B, 07C, 07D) \$ _____	
		Global Gateway Monthly Fee (31Z)		TransArmor Token & Encryption/Token Only (12E, 12G) \$ _____	
		FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____		ACH Reject Fee (491) \$ <u>25.00</u>	
		Global ePricing MC/Visa Service Fee (897, 998) _____ %		Batch Settlement Fee (227) \$ _____	
		NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.		MC/Visa/Discover Access Fee (303, 304, 326) \$ <u>0.0315</u>	
		Trans/Other Fees		MC License Volume Fee (818) <u>0.019</u> %	
		Internet/PDGG, MC, Visa, American Express, Discover, Check, GG44 (03R, 04R, 06L, 07L, 42S, L19, OFC) \$ <u>0.05</u>		Other: _____ \$ _____	
		Other: _____ (384) \$ _____		*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.	
		Optional Services (If Applicable)			
		Wireless Access Fee (50J)		Platinum Service Program (Free for First 90 Days) (48C) \$ _____	
		FEE PER TID: # OF TIDs _____ TOTAL \$ _____		Other: _____ \$ _____	
		\$ _____ x _____ = \$ _____ (Per Active Terminal ID on Active)			

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

VISA/MC/DISCOVER/AMERICAN EXPRESS ONEPOINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards, if you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	2-Tier				3-Tier				Flat / Discount Rate		IC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/V/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25 %	0.25 %
MC/V/Disc Mid-Qualified Rate												
MC/V/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$				
MC/V/Disc Per Item Fee									\$	\$	0.15 -	0.15 -
Non-Qualified Surcharge Fee									%			
American Express OnePoint Discount Rate**	%				%				%			
American Express OnePoint Prepaid Discount Rate**	%				%				%			
American Express OnePoint Transaction Fee	\$				\$				\$			
American Express OnePoint Prepaid Transaction Fee	\$				\$				\$			
TeleCheck* Electronic Check Acceptance Warranty	_____ % per Check				_____ % per Check				_____ % per Check			
*Des. Risk Surcharge 5.10%	\$ _____ per Check				\$ _____ per Check				\$ _____ per Check			

* Does not apply to Bundled Debit Pricing.

** You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for Interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change.

*** An inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7932), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8299), and Child Care Services (MCC 8351). 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		_____ %	\$ _____	(Bundled Debit applies to V/MC/Disc Non-PIN and PIN Debit transactions)
<input type="checkbox"/> Unbundled Debit	\$ _____ *			(Unbundled Debit applies to PIN Debit only)

* Plus the applicable PIN Debit Network fees.

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

CBA Name: CITY OF DIAMONDHEAD-FEES

Loc. 4 of 4

AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-14), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-328-9200. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement and applicable Third Party Agreement(s) or for any other purpose permitted by law and disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 530 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank N.A.

X Signature _____

Print Name: RICHARD ROSE Date: 11/05/2013

Title: President Vice President Member L.L.C. Owner Partner

X Other: CITY MANAGER

X Signature _____

X Signature _____

Print Name: _____ Date: _____

Title: President Vice President Member L.L.C. Owner Partner

Other: _____

Han(TCK)1805

PERSONAL GUARANTEE

Han(TCK)1611

In exchange for First Data Merchant Services Corporation, Wells Fargo Bank N.A., American Express and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the American Express Card Acceptance Agreement and/or the TeleCheck/TRS Service Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual X _____, an individual

MERCHANT PROCESSING APPLICATION **MULTIPLE LOCATIONS** Page 1 of 3 Loc. 2 of 4

Card Merchant #: _____ Statement to: Outlet Other: _____
 Pricing Type: 0 0 1 MCC: 9 3 9 9 Merchant Type: 6 0 0 0 (if different from original) Store #: _____ (if different from original)
 Please attach Fee Schedule(s) and/or Addendum as appropriate.

ANA #: 065503681 DOA #: 045913628
 ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DOA. **MUST INCLUDE BANK NAME & ADDRESS.**

TELL US ABOUT YOUR BUSINESS

Hint: TCR/SAT/BI

Client (Your Business LEGAL Name): CITY OF DIAMONDHEAD
 Same as Legal Name or Provide DBA/Outlet Name: CITY OF DIAMONDHEAD-COUR First/Last Contact Name: KRISTIN VENTURA
 Address: (No P.O. Box) 5000 DIAMONDHEAD CIRCLE Suite #: _____ City: DIAMONDHEAD State: MS Zip: 39525
 Your Business Phone: (228) 222-4626 Same as Business Phone or Customer Service Phone:
 Your Fax Phone: _____ Select One for Retrieval Requests: (02) Dedicated 24 Hour Fax (03) No fax; mail (05) eIDs
 Your E-Mail Address: (Required) KVENTURA@DIAMONDHEAD.MS.GOV I Agree to receive SMS Texting Cell Phone #: _____
 Website Address: _____ No. of Employees: 35
 State Incorp. M S Mo/Yr Started: 01/2012 Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. LLC Gov't
 Check one: TIN Type: EIN (Fed Tax ID #) SSN

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) CITY OF DIAMONDHEAD Federal Tax ID# (as it appears on your income tax return) 454-47-5986 I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-6.)

Product/Services You Sell: GOVT SERVICES - NEC
 Time frame from transaction to delivery: % of orders delivered in: 0-7 days 0 % + 8-14 days 0 % + 15-30 days 0 % + over 30 days 100 % = 100%
 Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)
 If yes, give name/address: _____
 Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____
 Who performs product/service fulfillment? Direct Vendor _____? If Vendor, add name, address, phone. Other (specify): _____

MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT

Total Annual MC/V Volume for this Location \$ 120,000.00 Average MC/V Ticket/Sales Amount for this Location \$ 125.00
 Total Annual Disc. Volume for this Location \$ 1,000.00 Average Disc. Ticket/Sales Amount for this Location \$ 125.00
 Total Annual American Express Sales Vol. for this Location \$ _____ Average American Express Ticket/Sales Amt. for this Location \$ _____
 TeleCheck Annual Revenue \$ 0.00

DESCRIBE EQUIPMENT DETAILS

Network: () CARDnet* () Nashville () Bypass Other: COMPASS Specify Security Code: ()

Rental • Purchase Customer-Owned *Lease	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/ Tax and S&H	For Customer-Owned Equipment Track / Version / Serial #
Owns	1		INETBUNDLE	Retail	igo4 - Realtime Pmt Mgr (rt/r)	\$ 0.00	
						\$	
						\$	
						\$	

Shipping and Handling: Standard \$19.95 Overnight \$35.95 Enable EMV Mobile Device (Retail Combo): 0 \$

*Please see Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.
 Installation: MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-368-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
 Training: No Merchant Training Installer/In-House (Check training via phone, 1-800-368-1064, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: KRISTIN VENTURA Contact Phone #: (228) 222-4626 Best Time To Call: 8:00 AM - 8:30 AM

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G98-Q71		

FRONT OF CARD LANGUAGE:
 • Maximum 30 characters per line.
 • 1-4 lines (except for Stripe card design)
 • Use lower and/or upper case letters & spacing where desired.
 • Text will be printed on the cards exactly as provided here unless noted in the Comments section.
 TEXT IN ALL CAPS
 Text in Upper and Lower Case

Gift Card To Go & Std. Card Design Code: _____ Gift Card To Go & Std. Card Font Color: _____ Front of Card Font: _____

GIFT CARD TO GO Thank you very much for your business. **GIFT CARD TO GO**
BACK OF CARD LANGUAGE: We look forward to seeing you again. **Notes:** Gift Card to Go carrier design defaults to J Hook and cannot be changed.

Client Initials RR

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)

DBA Name CITY OF DIAMONDHEAD - BL

Loc. 1 of 4

Mer(TCK)1605 (6) DESCRIBE EQUIPMENT DETAILS (cont'd) Mer(TCK)CompFee1811

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G66-G71		

FRONT OF CARD LANGUAGE:
 • Maximum 38 characters per line.
 • 1-4 lines (except for Stripe card design)
 • Use lower and/or upper case letters & spacing where desired.
 • Text will be printed on the cards exactly as provided here unless noted in the Comments section.
 () TEXT IN ALL CAPS
 () Text in Upper and Lower Case

L1	
L2	
L3	
L4	

Gift Card To Go & Std. Card Design Code: _____ Gift Card To Go & Std. Card Font Color: _____ Front of Card Font: _____

GIFT CARD TO GO Thank you very much for your business. **GIFT CARD TO GO**
BACK OF CARD LANGUAGE: We look forward to seeing you again. **Notes:** Gift Card to Go carrier design defaults to J Hook and cannot be changed.

(7) FEE SCHEDULE

Start-Up Fees (One-Time Charge)	Compliance Service Fees	Mobile Pay
Non-Taxable Fees: Application Fee (Non-Refundable) (325) \$ _____ Reprogramming Fee (31A) \$ _____ Debit Set-Up Fee (31B) \$ _____ Miscellaneous Fee (31J) \$ _____ *Equipment Purchase (ACH) \$ _____ 100.00 Other: () \$ _____ Total Amount \$ 100.00 with tax *You will be charged the applicable State/City/Local Sales Tax.	Annual Fee (42F) \$ 99.95 or Quarterly Fee (33R) \$ _____ Non Receipt of PCI Validation Fee (42G) \$ 19.95 (Billed Monthly if PCI Validation is not received within 90 days.)	FD Mobile Pay Setup Fee (61B) \$ _____ FD Mobile Pay Monthly Fee (32Y) \$ _____
Billed Monthly Fees (if Applicable) Business Advantage Pkg (40F) \$ _____ Minimum Processing Fee (95A) \$ _____ Client/Line/Merchant Inactive/EDS (32I) \$ _____	Internet Start-Up Fees Internet Set-Up Fee (20R) \$ _____ FEE PER TD \$ _____ x # OF TDS = TOTAL \$ _____ Billed Monthly Fees GGe4 (40A) \$ _____ FEE PER TD \$ 5.00 x # OF TDS 1 = TOTAL \$ 5.00 Global Gateway Monthly Fee (31Z) \$ _____ FEE PER TD \$ _____ x # OF TDS = TOTAL \$ _____ Global ePricing MC/Visa Service Fee (897, 898) _____ % NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions. Trans/Other Fees Internet/PDGG, MC, Visa, American Express, Discover, Check, GGe4 (03R, 04R, 06, 07, 43S, L19, OFC) \$ 0.05 Other: (39A) \$ _____	Other Fees* Chargeback Fee (20S, 20E, 20L) \$ _____ MC Cross Border Fee USD (80D) 0.65 % Visa Int'l Service Fee (22A) 0.65 % MC/Visa/Discover Network/American Express* Voice Auth (100, 10E, 10K, 10Q) \$ 0.75 EBT (18E, 18I, 02X, 18H) \$ _____ AVS (40S, 40E, 40F, 40G, 07A, 07B, 07C, 07D) \$ 0.10 TransArmor Token & Encryption/Token Only (12E, 12G) \$ _____ ACH Reject Fee (40I) \$ 25.00 Batch Settlement Fee (227) \$ _____ MC/Visa/Discover Access Fee (50S, 50A, 52B) \$ _____ MC License Volume Fee (81B) 0.019 % Other: \$ _____
	Optional Services (if Applicable) Wireless Access Fee (60J) \$ _____ FEE PER TD \$ _____ x # OF TDS = TOTAL \$ _____ (Per Active Terminal ID on Arrival) Platinum Service Program (Free for First 60 Days) (40C) \$ _____ Other: \$ _____	*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

(8) VISA/MC/DISCOVER/AMERICAN EXPRESS ONEPOINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	<input type="checkbox"/> 2-Tier				<input type="checkbox"/> 3-Tier				<input type="checkbox"/> Flat / Discount Rate		<input checked="" type="checkbox"/> IC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/Visa/Discover Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25 %	0.25 %
MC/Visa/Discover Mid-Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%		
MC/Visa/Discover Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%		
MC/Visa/Discover Per Item Fee		\$		\$		\$		\$			\$ 0.15	\$ 0.15
Non-Qualified Surcharge Fee		%		%		%		%				
American Express OnePoint Discount Rate**	%		%		%		%		%			
American Express OnePoint Prepaid Discount Rate**	%		%		%		%		%			
American Express OnePoint Transaction Fee	\$		\$		\$		\$		\$		\$	\$
American Express OnePoint Prepaid Transaction Fee	\$		\$		\$		\$		\$		\$	\$
TaleCheck* Electronic Check Acceptance Warranty	%	per Check	%	per Check	%	per Check	%	per Check	%	per Check	%	per Check
*Dec. Risk Surcharge 0.12%	\$	per Check	\$	per Check	\$	per Check	\$	per Check	\$	per Check	\$	per Check

* Does not apply to Bundled Debit Pricing.
 * You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear Interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for Interchange qualification criteria as of the date of this Application. The Interchange Rate and Dues/Assessments are subject to change.
 ** An Inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7933), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351). 0.35% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

MERCHANT PROCESSING APPLICATION AND AGREEMENT

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DBA Name CITY OF DIAMONDHEAD - BL

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(8) VISA/MC/DISCOVER/AMERICAN EXPRESS ONEPOINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGES (cont'd)

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		%	\$	(Bundled Debit applies to V/MC/Dis Non-PIN and PIN Debit transactions)
<input type="checkbox"/> Unbundled Debit	\$			(Unbundled Debit applies to PIN Debit only)

*Plus the applicable PIN Debit Network fees.

(9) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-13), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 30% of its card transactions via mail, telephone or internet order. However, if your Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept these actions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting the website or contacting American Express at 1-(800)-628-6206. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement and applicable Third Party Agreement(s) or for any other purpose permitted by law and to disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, or may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal(s) (Please sign below)

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank N.A.

X Signature

Print Name: RICHARD ROSE

Date: 11/05/2013

Title: Pres. V.P. Member L.L.C. Owner Partner Other CITY MANAGER

X Signature

Print Name:

Date:

X Signature

Title: Pres. V.P. Member L.L.C. Owner Partner Other:

(10) TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its financial institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X Signature

Print Name/Title:

Date:

Han(TCK)1606

(11) PERSONAL GUARANTY

Han(TCK)1611

In exchange for First Data Merchant Services Corporation, Wells Fargo Bank N.A., American Express and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the American Express Card Acceptance Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature (Please sign below):

Signature (Please sign below):

X

an individual X

an individual

INTERNAL USE ONLY (SITE VISITATION AND SET-UP)

<input type="checkbox"/> Visit Not Required (Lic. Professional)	3. Seasonal: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	6. Check Reason for Changing Processor: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated
1. Zone: <input checked="" type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Mos. Open Between _____ to _____	<input type="checkbox"/> Other: _____
2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Shopping Area <input checked="" type="checkbox"/> Isolated <input type="checkbox"/> Office <input type="checkbox"/> Apartment <input type="checkbox"/> Home	4. Advertising Name Displayed: <input type="checkbox"/> Window <input type="checkbox"/> Door <input checked="" type="checkbox"/> Store Front	7. Are customers required to leave a deposit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, % of deposit required: _____ %
5. Previous Processor: _____		

Comments to Credit Officer/Other Depository/Primary Savings

Account Number and Additional Information (40 Characters):

Bank: <u>9 3 6 9 8 0 0 0 2 8 8 0</u>	Agent: <u>9 3 6 9 7 0 0 0 2 8 8 2</u>	MCC: <u>9 3 9 9</u>	Merchant Type: <u>6 0 0 0</u>
Corp: _____	Chain: _____	Bank Code: <u>9 3 6</u>	Pricing Grid: <u>RSA00202</u>
Print Sales Rep. Name: <u>Gindy Kenny</u>	Sales ID #: <u>H C 2</u>	Sales Lead Tracking #: <u>2007326443</u>	
Referral Partner Lead: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes,	Linkback #: <u>9 3 6 0 0 0 0 0 0 1</u>	Office Adm'n: _____	
Partner Name: _____			

MERCHANT PROCESSING APPLICATION **MULTIPLE LOCATIONS** Page 1 of 3 Loc. 3 of 4

Card Merchant #: _____ Statement to: Outlet Other: _____
Pricing Type: 0 0 1 MCC: 9 3 9 9 Merchant Type: 6 0 0 0 (if different from original) Store #: _____ (if different from original)
Please attach Fee Schedule(s) and/or Addendum as appropriate.

ABA #: 065503681 DOA #: 045913628

ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DOA. MUST INCLUDE BANK NAME & ADDRESS.

TELL US ABOUT YOUR BUSINESS

HRP(TCK,SAT8T)

Client (Your Business LEGAL Name): CITY OF DIAMONDHEAD

Same as Legal Name or Provide OBA/Outlet Name: CITY OF DIAMONDHEAD-PRIV First/Last Contact Name: KRISTIN VENTURA

Address: (No P.O. Box) 5000 DIAMONDHEAD CIRCLE Suite #: _____ City: DIAMONDHEAD State: MS Zip: 39525

Your Business Phone: (228) 222-4626 Same as Business Phone or Customer Service Phone:

Your Fax Phone: _____ Select One for Retrieval Requests: (02) Dedicated 24-Hour Fax (03) No fax; mail (05) eDAs

Your E-Mail Address: (Required) KVENTURA@DIAMONDHEAD.MS.GOV I Agree to receive SMS Texting Cell Phone #: _____

Website Address: _____ No. of Employees: 35

State Incorp. M S Mo/Yr Started: 01/2012 Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. LLC Gov't

Check one: TIN Type: EIN (Fed Tax ID #) SSN

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) CITY OF DIAMONDHEAD Federal Tax ID# (as it appears on your income tax return) 454-47-5966 I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-4.)

Product/Services You Sell: GOVT SERVICES - NEC

Time frame from transaction to delivery: % of orders delivered in: 0-7 days 0 % + 8-14 days 0 % + 15-30 days 0 % + over 30 days 100 % = 100%

Do you use any third party to store, process or transmit cardholder data? Yes No (Example include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

Who performs product/service fulfillment? Direct Vendor _____? If Vendor, add name, address, phone. Other (specify): _____

MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT

Total Annual MC/V Volume for this Location \$ 120,000.00 Average MC/V Ticket/Sales Amount for this Location \$ 125.00

Total Annual Disc. Volume for this Location \$ 1,000.00 Average Disc. Ticket/Sales Amount for this Location \$ 125.00

Total Annual American Express Sales Vol. for this Location \$ _____ Average American Express Ticket/Sales Amt. for this Location \$ _____

TeleCheck Annual Revenue \$ 0.00

DESCRIBE EQUIPMENT DETAILS

Network: () CARDnet* () Nashville () Buypass Other: COMPASS Specify Security Code: ()

Rental - Purchase/ Customer-Owned/Lease	QTY	IP	Equipment Type (i.e., Terminal/WAR/Internet)	Retail - Restaurant - MOTO/Internet Lodging - Supermarket - Car Rental Quick Service Restaurant - Petr	Model Code and Name	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track/Version/Serial #
Owns	1	()	INBUNDLE	Retail	Age4 - Realtime Pmt Mgr (rt/r)	\$0.00	
		()				\$	
		()				\$	
		()				\$	

Shipping and Handling: Standard \$ 19.95 Overnight \$ 35.95 Enable EMV Mobile Device (Retail Combo): @ \$ _____

*Please see Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

Installation/ MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

Training: No Merchant Training Installer/In-House (Check training via phone, 1-800-366-1854, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: KRISTIN VENTURA Contact Phone #: (228) 222-4626 Best Time To Call: 8:00 AM - 8:30 AM

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G66-Q71		

FRONT OF CARD LANGUAGE:

- Maximum 30 characters per line.
- 1 - 4 lines (except for Stripe card design)
- Use lower and/or upper case letters & spacing where desired.
- Text will be printed on the cards exactly as provided here unless noted in the Comments section.

TEXT IN ALL CAPS
 Text in Upper and Lower Case

Gift Card To Go & Std. Card Design Code: _____ Gift Card To Go & Std. Card Font Color: _____ Front of Card Font: _____

GIFT CARD TO GO Thank you very much for your business. **GIFT CARD TO GO**

BACK OF CARD LANGUAGE: We look forward to seeing you again. **Note:** Gift Card to Go carrier design defaults to J Hook and cannot be changed.

Client Initials RR

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)

DBA Name: **CITY OF DIAMONDHEAD-COUR**

Loc. **2** of **4**

Han(TCK)1605	FEE SCHEDULE	Han(TCK)CompFee1611
<p>Start-Up Fees (One-Time Charge)</p> <p>Non-Taxable Fees:</p> <p>Application Fee (Non-Refundable) (320) \$ _____</p> <p>Reprogramming Fee (31A) \$ _____</p> <p>Debit Set-Up Fee (31B) \$ _____</p> <p>Miscellaneous Fee (31J) \$ _____</p> <p>*Equipment Purchase (ACH) \$ 0.00</p> <p>Other: _____ () \$ _____</p> <p>Total Amount \$ 0.00 w/o tax</p> <p><small>*You will be charged the applicable State/City/Local Sales Tax.</small></p>		
<p>Compliance Service Fees</p> <p><input type="checkbox"/> Annual Fee (42F) \$ _____</p> <p>or</p> <p><input type="checkbox"/> Quarterly Fee (33R) \$ _____</p> <p>Non Receipt of PCI Validation Fee (42G) \$ 19.95 <small>(Billed Monthly if PCI Validation is not received within 90 days.)</small></p>		
<p>Internet</p> <p>Start-Up Fees</p> <p>Internet Set-Up Fee (30R) _____</p> <p>FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____</p> <p>Billed Monthly Fees</p> <p>GGe4 (40A) _____</p> <p>FEE PER TID \$ 5.00 x # OF TIDs 1 = TOTAL \$ 5.00</p> <p>Global Gateway Monthly Fee (31Z) _____</p> <p>FEE PER TID \$ _____ x # OF TIDs _____ = TOTAL \$ _____</p> <p>Global ePricing MC/Visa Service Fee (897, 898) _____ %</p> <p>NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.</p> <p>Trans/Other Fees</p> <p>Internet/FOGG, MC, Visa, American Express, Discover, Check, GGe4 (53R, 54R, 56I, 57I, 435, L19, OFC) \$ 0.05</p> <p>Other: _____ (394) \$ _____</p>		
<p>Mobile Pay</p> <p>FD Mobile Pay Setup Fee (82S) \$ _____</p> <p>FD Mobile Pay Monthly Fee (32Y) \$ _____</p>		
<p>Other Fees*</p> <p>Chargeback Fee (205, 725, 20L) \$ _____</p> <p>MC Cross Border Fee USD (605) 0.65 %</p> <p>Visa Int'l Service Fee (22A) 0.65 %</p> <p>MC/W/Discover Network/American Express* Voice Auth (10R, 10E, 10K, 10Q) \$ 0.75</p> <p>EBT (16E, 16L, 22X, 184) \$ _____</p> <p>AVS (405, 406, 427, 496, 97A, 97B, 97C, 97R) \$ 0.10</p> <p>TransArmor Token & Encryption/Token Only (12E, 12G) \$ _____</p> <p>ACH Reject Fee (401) \$ 25.00</p> <p>Batch Settlement Fee (227) \$ _____</p> <p>MC/W/Discover Access Fee (505, 504, 528) \$ 0.0315</p> <p>MC License Volume Fee (818) 0.019 %</p> <p>Other: _____ \$ _____</p> <p><small>*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.</small></p>		
<p>Billed Monthly Fees (If Applicable)</p> <p>Business Advantage Pkg (40F) \$ _____</p> <p>Minimum Processing Fee (854) \$ _____</p> <p>Client/Leaf/Merchant Inator/EDS (32R) \$ _____</p> <p>Statement Delivery</p> <p><input checked="" type="checkbox"/> Electronic (Default) \$ Free</p> <p><input type="checkbox"/> Paper Fee (Per Outlet) (243) \$ _____</p>		
<p>Optional Services (If Applicable)</p> <p>Wireless Access Fee (50J) _____</p> <p>FEE PER TID x # OF TIDs _____ TOTAL \$ _____</p> <p>Platinum Service Program (Free for First 60 Days) (40C) \$ _____</p> <p>Other: _____ \$ _____</p> <p><small>(Per Active Terminal ID on Approval)</small></p>		
<p>Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.</p>		

VISA/MC/DISCOVER/AMERICAN EXPRESS ONEPOINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)
 NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	<input type="checkbox"/> 2-Tier				<input type="checkbox"/> 3-Tier				<input type="checkbox"/> Flat / Discount Rate		<input checked="" type="checkbox"/> IC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/Y/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25	0.25
MC/Y/Disc Mid-Qualified Rate												
MC/Y/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$				
MC/Y/Disc Per Item Fee									\$	\$	0.15	0.15
Non-Qualified Surcharge Fee									%			
American Express OnePoint Discount Rate**	%				%				%			
American Express OnePoint Prepaid Discount Rate**	%				%				%			
American Express OnePoint Transaction Fee	\$				\$				\$			
American Express OnePoint Prepaid Transaction Fee	\$				\$				\$			
TelCheck* Electronic Check Acceptance Warranty	%	per Check			%	per Check			%	per Check		
*Dec. Risk Surcharge 0.1%	\$	per Check			\$	per Check			\$	per Check		

* Does not apply to Bundled Debit Pricing.
 ** You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for Interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change.
 *** An Inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7932), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8331). 0.32% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
<input type="checkbox"/> Bundled Debit		%	\$	(Bundled Debit applies to WM/Discover Non-PIN and PIN Debit transactions)
<input type="checkbox"/> Unbundled Debit	\$			(Unbundled Debit applies to PIN Debit only)

*Plus the applicable PIN Debit Network fees.

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

OBA Name: CITY OF DIAMONDHEAD-COUR

Loc. 2 of 4

AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-14), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement and applicable Third Party Agreement(s) or for any other purpose permitted by law and disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank N.A.

X Signature

Print Name: RICHARD ROSE Date: 11/05/2013

Title: President Vice President Member L.L.C. Owner Partner

Other: CITY MANAGER

X Signature

X Signature

Print Name: _____ Date: _____

Title: President Vice President Member L.L.C. Owner Partner

Other: _____

Han/TCK/1605

PERSONAL GUARANTY

Han/TCK/1611

In exchange for First Data Merchant Services Corporation, Wells Fargo Bank N.A., American Express and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the American Express Card Acceptance Agreement and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual

X _____, an individual

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 3)

Mer(TCK)1605

COMPLETE SECTIONS (1-11)

Mer(TCK)1611



Merchant #: _____ Loc. 1 of 4

(1) TELL US ABOUT YOUR BUSINESS

Client (Your Business LEGAL Name): **CITY OF DIAMONDHEAD** Store #:

Same as Legal Name or Provide DBA/Outlet Name: **CITY OF DIAMONDHEAD - BL** First/Last Contact Name: **KRISTIN VENTURA**

Address: (No P.O. Box) **5000 DIAMONDHEAD CIRCLE** Suite #: _____ City: **DIAMONDHEAD** State: **MS** Zip: **39525**

Your Business Phone: **(228) 222-4628** Same as Business Phone or Customer Service Phone:

Your Fax Phone: _____ Select One for Retrieval Request: (02) Dedicated 24 Hour Fax (03) No fax; mail (05) e/DS

Your E-Mail Address: (Required) **KVENTURA@DIAMONDHEAD.MS.GOV** I Agree to receive SMS Texting Call Phone #: _____

Website Address: _____ No. of Employees: **35**

State Incorp. **M.S.** Mo/Yr Started: **01/2012** Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. LLC Gov't

Check one: TIN Type: EIN (Fed Tax ID #) SSN

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) **CITY OF DIAMONDHEAD** Federal Tax ID# (as it appears on your income tax return) **454-47-5966** I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Product/Services You Sell: **GOVT SERVICES - NEC**

Time frame from transaction to delivery: % of orders delivered in: 0-7 days 100 % + 8-14 days 0 % + 15-30 days 0 % + over 30 days 0 % = 100%

Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

Who performs product/service fulfillment? Direct Vendor _____? If Vendor, add name, address, phone. Other: (specify) _____

(2) OWNERS / PARTNERS / OFFICERS

Owner/Partner/Officer Name: **RICHARD ROSE** O.O.B.: **09/09/1999** Social Security #: **999-99-9999** Home Phone: **(228) 222-4628** % of Ownership: **0**

Home Address: **5000 DIAMONDHEAD CIRCLE** City: **DIAMONDHEAD** State: **MS** Zip: **39525** Country: **USA**

Owner/Partner/Officer Name: _____ O.O.B.: _____ Social Security #: _____ Home Phone: _____ % of Ownership: **0**

Home Address: _____ City: _____ State: _____ Zip: _____ Country: **USA**

(3) MC / VISA / DISCOVER NETWORK / AMERICAN EXPRESS ONEPOINT / TELECHECK

Total for All Outlets		Average Sale Amt - MC/V	\$ <u>125.00</u>	Card Present	<u>0</u> %	Mag Swipe	<u>80</u> %
Total Annual Vol - MC/V	\$ <u>210,000.00</u>	Average Sale Amt - Disc.	\$ <u>125.00</u>	Internet	<u>100</u> %	Keyed	<u>20</u> %
Total Annual Vol - Disc.	\$ _____	Average Sale Amt - American Express	\$ _____	Mail Order / Direct Marketing	<u>0</u> %	Total	<u>100</u> %
Total Annual Vol - American Express	\$ _____	This Outlet (Multiple Outlets Only)		Phone Order	<u>0</u> %		
Total Annual Vol - TeleCheck	\$ <u>0.00</u>	Total Annual Vol - MC/V	\$ <u>120,000.00</u>	Total	<u>100</u> %		
Highest Ticket Amount	\$ <u>0</u>	Total Annual Vol - Disc.	\$ <u>1,000.00</u>	American Express OnePoint			
		Total Annual Vol - American Express	\$ _____	ATA/ARC Code: _____ (for MCC 4722 only)			
		Total Annual Vol - TeleCheck	\$ _____				

(4) BANKING AND FUNDING INFORMATION

ABA #: **065503661** DOA #: **045913628**

ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DOA. MUST INCLUDE BANK NAME & ADDRESS.

Discount Funding: Daily (excluding Flat Rate) or Monthly _____ % (150) Bank Will Fund: Outlet Head Office

(5) CARD STATEMENTS / NOTIFICATIONS DELIVERY METHOD

Statement Recap Information: (check one) 01 = Outlet/DBA 02 = Outlet/Bill To 03 = Recap Only/Bill To 09 = Recap & Outlet/Bill To

Statement Delivery Method: (check one) Electronic (Default) Print and Mail Statement Type: (check one) Detail Summary

Head Office/Bill To Name or Same as: Legal DBA **CITY OF DIAMONDHEAD** First/Last Contact Name: **RICHARD ROSE**

Address: **5000 DIAMONDHEAD CIRCLE** City: **DIAMONDHEAD** State: **MS** Zip: **39525** Phone #: **(228) 222-4628**

Ship Equipment & Welcome Packet to: (check one) Outlet Head Office Other, give mailing information below No Welcome Packet & Supplies No Welcome Packet

Name: _____ First/Last Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

ON YOUR BUSINESS ACCOUNT (check one)

CHECKING STATEMENT ROLLUP: 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EQM Fee Combined

(6) DESCRIBE EQUIPMENT DETAILS

Network: () CARNet* () Nashville () Bypass Other **COMPASS** Specify Security Code: ()

Retail - Purchase Customer-Owned Lease	QTY	IP	Equipment Type (i.e., Terminal/VAR/Intemat)	Retail - Restaurant - MOTO/Internet Lodging - Supermarket - Car Rental Quick Service Restaurant - Petr	Model Code and Name	Unit Price w/o Tax and SAH	For Customer-Owned Equipment Track / Version / Serial #
Purchased	1	()	INETBUNDLE	Retail	igs4 - Realtime Pmt Mgr (rtl/n)	\$ 100.00	
						\$	
						\$	
						\$	

Shipping and Handling: Standard \$ 19.95 Overnight \$ 35.95 Enable EMV Mobile Device (Retail Combo): \$ _____

*Please see Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

Installation: MAG/IMG to Train Sales Rep. to Train (Receive training via phone, 1-800-358-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

Training: No Merchant Training Installer/In-House (Check training via phone, 1-800-368-1064, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: **KRISTIN VENTURA** Contact Phone #: **(228) 222-4628** Best Time To Call: **8:00 AM - 8:30 AM**

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)

DBA Name: CITY OF DIAMONDHEAD-FEES

Loc. 4 of 4

<u>MerTK01605</u>	FEE SCHEDULE	<u>MerTK01CorpFee1511</u>
Start-Up Fees (One-Time Charge) Non-Taxable Fees: Application Fee (Non-Refundable) (32) \$ _____ Reprogramming Fee (31A) \$ _____ Debit Set-Up Fee (31B) \$ _____ Miscellaneous Fee (31J) \$ _____ *Equipment Purchase (ACH) \$ _____ 0.00 Other: () \$ _____ Total Amount \$ 0.00 w/o tax <small>*You will be charged the applicable State/City/Local Sales Tax.</small>	Compliance Service Fees () Annual Fee (42P) \$ _____ or () Quarterly Fee (33R) \$ _____ Non Receipt of PCI Validation Fee (42G) \$ 19.95 (Billed Monthly if PCI Validation is not received within 90 days.)	Mobile Pay FD Mobile Pay Setup Fee (825) \$ _____ FD Mobile Pay Monthly Fee (32Y) \$ _____
Billed Monthly Fees (If Applicable) Business Advantage Pkg (40P) \$ _____ Minimum Processing Fee (95A) \$ 25.00 ClientLine/Merchant Inquirer/EOS (32R) \$ _____ Statement Delivery <input checked="" type="checkbox"/> Electronic (Default) \$ Free <input type="checkbox"/> Paper Fee (Per Outlet) (24Q) \$ _____	Internet Start-Up Fees Internet Set-Up Fee (30R) \$ _____ FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____ Billed Monthly Fees GG4 FEE PER TID \$ 5.00 x # OF TIDS <u>1</u> = TOTAL \$ 5.00 Global Gateway Monthly Fee (31Z) \$ _____ FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____ Global ePricing MC/Visa Service Fee (897, 898) \$ _____% NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions. Trans/Other Fees Internet/PD00, MC, Visa, American Express, Discover, Check, GG44 (03R, 04R, 08, 07, 435, L19, OFC) \$ 0.05 Other: _____ (33K) \$ _____	Other Fees* Chargeback Fee (295, 725, 20L) \$ _____ MC Cross Border Fee USD (805) \$ 0.85 Visa Int'l Service Fee (22A) \$ 0.65 MC/Discover Network/American Express*Voice Auth (188, 190, 10K, 10C) \$ 0.75 EB* (18E, 18L, 02X, 18H) \$ _____ AVS (405, 406, 407, 408, 07A, 07B, 07C, 07D) \$ 0.10 TransArmor Token & Encryption/Token Only (13E, 13D) \$ _____ ACH Reject Fee (431) \$ 25.00 Batch Settlement Fee (227) \$ _____ MC/Discover Access Fee (508, 504, 526) \$ 0.0315 MC License Volume Fee (818) \$ 0.019 Other: _____ \$ _____ <small>*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.</small>
Notes: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.	Optional Services (If Applicable) Wireless Access Fee (80J) \$ _____ FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____ (Per Active Terminal ID on Approval) Platinum Service Program (Free for First 90 Days) (A0C) \$ _____ Other: _____ \$ _____	

VISA/MC/DISCOVER/AMERICAN EXPRESS ONEPOINT & ELECTRONIC CHECK ACCEPTANCE PROCESSING CHARGE (Based on Transaction Volume)

NOTE that upon approval, you will be able to accept all MasterCard, Visa and Discover Network Credit and Non-PIN Debit Cards. If you do not want to accept all Cards, please visit our website for other options that may be available to you.

(Please check ONLY one)	<input type="checkbox"/> 2-Tier				<input type="checkbox"/> 3-Tier				<input type="checkbox"/> Flat / Discount Rate		<input checked="" type="checkbox"/> IC Plus*	
	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Trans Fee	Non-PIN Debit*	Trans Fee	Credit	Non-PIN Debit*	Credit	Non-PIN Debit*
MC/V/Disc Qualified Rate	%	\$	%	\$	%	\$	%	\$	%	%	0.25%	0.25%
MC/V/Disc Mid-Qualified Rate												
MC/V/Disc Non-Qualified Rate	%	\$	%	\$	%	\$	%	\$				
MC/V/Disc Per Item Fee									\$	0.15	\$	0.15
Non-Qualified Surcharge Fee									(plus Non-Qual Interchange Fee, see Section 18.1 of the Program Guide). Applies to non-qualified MC, V, Disc Credit and/or non-PIN Debit trans.			
American Express OnePoint Discount Rate**	%				%							
American Express OnePoint Prepaid Discount Rate**	%				%							
American Express OnePoint Transaction Fee	\$				\$				\$		\$	
American Express OnePoint Prepaid Transaction Fee	\$				\$				\$		\$	
TeleCheck* Electronic Check Acceptance Warranty	_____ % per Check				_____ % per Check				_____ % per Check		_____ % per Check	
*Dec. Risk Surcharge 0.10%	\$ _____ per Check				\$ _____ per Check				\$ _____ per Check		\$ _____ per Check	

* Does not apply to Bundled Debit Pricing.

** You will be charged the Discount Rate above plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your transaction. Interchange Rates are variable and are determined by how your transactions clear interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix for Interchange qualification criteria as of the date of this Application. The Interchange Rate and Dues/Assessments are subject to change.

*** An inbound fee of 0.45% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7030), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8261). 0.35% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charge by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail key-entered, Restaurant key-entered and Travel Agencies/Tour Operators key-entered programs.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
() Bundled Debit		%	\$	(Bundled Debit applies to V/MC/Disc Non-PIN and PIN Debit transactions)
() Unbundled Debit	\$ _____ *			(Unbundled Debit applies to PIN Debit only)

* Plus the applicable PIN Debit Network fees.

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

DBA Name: CITY OF DIAMONDHEAD-PRIV

Loc. 3 of 4

AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-14), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-525-5200. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement and applicable Third Party Agreement(s) or for any other purpose permitted by law and disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE. Client's Business Principal(s) (Please sign below)

(PROCESSOR): For First Data Merchant Services Corporation and Wells Fargo Bank N.A.

X Signature _____
Print Name: RICHARD ROSE Date: 11/05/2013
Title: President Vice President Member L.L.C. Owner Partner
 Other: CITY MANAGER

X Signature _____

X Signature _____
Print Name: _____ Date: _____
Title: President Vice President Member L.L.C. Owner Partner
 Other: _____

PERSONAL GUARANTEE Man(TCK)1605 Man(TCK)1611

In exchange for First Data Merchant Services Corporation, Wells Fargo Bank N.A., American Express and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement and/or the American Express Card Acceptance Agreement and/or the TeleCheckNTR Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual X _____, an individual

Mer(TCK)1605

PART I: CONFIRMATION PAGE

PROCESSOR INFORMATION: Name: First Data Merchant Services
 Address: 1307 Walt Whitman Road, Melville, NY 11747
 URL: http://www.firstdata.com Customer Service #: (800) 916-6264

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck and/or its affiliate, TRS. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced merchant rates imposed by the applicable Card Organization. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms or Sections 1.23 and 8.11 of the TeleCheck Services Agreement; or Section 1.16 of the TRS Services Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term: Events of Default and Section 24, Reserve Account Security Interest), (see TeleCheck/TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.4, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9.3, 1.9.5, 1.10.3, 1.10.4, 1.11.3, 1.11.4, 1.12.2, and 1.12.7) (see Section 8.4 of the TRS Services Agreement), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.43 of the TeleCheck/TRS Services Agreement.

9. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA. 94598 and its phone number is (925) 746-4143

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply, but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/top_regulations.html
- You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: CITY OF DIAMONDHEAD

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Guide Terms and Conditions consisting of 63 pages [including this Confirmation Page and the applicable Third Party Agreement(s)], Interchange Qualification Matrix (version IQM.MYD.513.1 or RSA.MYD.F13.2.IC), and Interchange Schedule. Client further acknowledges reading and agreeing to all terms in the Program Guide Terms and Conditions.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X

RICHARD ROSE

Please Print Name of Signer

CITY MANAGER

Title

11/05/2013

Date

FIRST DATA GLOBAL GATEWAY e4SM SERVICE ADDENDUM

This Addendum ("Addendum") for the First Data Global Gateway e4SM ("First Data Global Gateway e4") service dated as of November 5, 2011 (the "Effective Date"), supplements and amends the terms of the Master Services (the "Agreement") dated November 5, 2011 between First Data Merchant Services Corporation ("FDMS") and CITY OF DIAMONDIHPAI - RI ("CUSTOMER"). Bank is not a party to this Addendum and Bank is not liable to CUSTOMER in any way with respect to such Addendum. For purposes of this Addendum, the words "we", "our" and "us" refers to FDMS and its successors and assigns and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. The terms of the Agreement between FDMS and CUSTOMER are incorporated herein and the parties hereto agree to be bound by such terms. Any capitalized terms used in this Addendum and not specifically defined herein are given the meaning ascribed to them in the Agreement.

In consideration of the mutual promises and covenants hereinafter contained in this Addendum, the parties hereby agree as follows:

1. Term; Termination; Pricing.

1.1 Term and Termination. This Addendum shall commence as of the Effective Date and shall remain in effect until terminated by either party as provided herein. Either party may terminate this Addendum upon giving the other party at least thirty (30) days prior written notice of your intention to terminate this Addendum. We may suspend or terminate your access to the First Data Global Gateway e4 without prior notice, with or without cause. Regardless of the reason for termination, you shall be responsible for the payment of all fees due up to and including the effective date of termination.

1.2 Pricing. You will be charged fees the following fees:

Transaction Fee	\$ <u>0.05</u>
One-time Setup Fee	\$ _____
Customer Monthly Fee	\$ <u>9.95</u> <u>5.00</u>

A separate account with us shall be required for each separate Merchant Account held by you.

1.3 Amendment. Notwithstanding any other provision of this Addendum, we reserve the right to amend, at our discretion, the terms and conditions herein, including, without limitation, any addenda, and/or pricing and fees, by providing you notice thereof. Such amendments shall be effective twenty (20) days from the date notice is sent to you.

2. License Grant

2.1 Software License. Subject to the terms and conditions of this Addendum, we hereby grant you a royalty free, non-exclusive, non-transferable limited license to use the Software, during the term of this Addendum for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using our Services as set forth herein.

2.2 Documentation License. Subject to the terms and conditions of this Addendum, we hereby grant, and you hereby accept, a royalty free, non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Addendum for the sole and limited purpose of supporting your use of the Software and the First Data Global Gateway e4. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of Addendum, the terms of this Addendum shall govern and control.

2.3 Use Restrictions. You shall not, and shall not cause or permit any third party to: (i) use the Software in any way, other than in accordance with this Addendum, the Documentation or as otherwise instructed by us in writing; (ii) use the Software or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Addendum; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Software, or otherwise apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any algorithm, process, procedure or other information contained in the Software, except as otherwise specifically authorized in accordance with this Addendum; (iv) provide the Software or Documentation to any third party, other than to your authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of this Addendum; (v) make any copies of the Software or Documentation, except as is incidental to the purposes of the Addendum, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Software or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Software; (ix) attempt to access or actually access portions of the First Data Global Gateway e4 not authorized for your use; or (x) use the Software for any unlawful purpose.

2.4 Updates. From time to time we may, at our discretion, release Updates. In the event we notify you of any such Update, you shall integrate and install such Update into your Systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of our Services provided hereunder. We will have no liability for your failure to properly install the most current version of the Software or any Update, and we will have no obligation to provide support or services for any outdated versions.

2.5 Licenses. The licenses granted hereunder may be subject to other licenses currently held by us. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

2.6 Export Compliance. You agree not to export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Software outside of the United States, you agree not to re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

2.7 Federal Acquisition Regulations. If you are acquiring the Software on behalf of any part of the United States Government (the "Government"), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. We are the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies shall be governed solely by the terms of this Addendum and shall be prohibited except to the extent expressly permitted by the terms of this Addendum.

2.8 Return/Destruction. Upon termination or expiration of this Addendum, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, you shall either return to us or destroy the Software and the Documentation, and shall so certify to us in writing.

2.9 No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.

2.10 Use of Transaction Data. As permitted by applicable law and regulations, we reserve the right to copy and distribute to third parties any information associated with your use of the Software or your activities on the First Data Global Gateway e4.

3. Platform Matters

3.1 Integration with Your Systems. While we provide Software to you, you acknowledge that the Software itself is insufficient to allow your Systems to function with the Platform. Programming, development and maintenance of your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Addendum, you acknowledge that unless and until you complete the Integration, no services need be provided by us to you pursuant to this Addendum, except as otherwise specifically provided in Section 3.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive payment processing services through the First Data Global Gateway e4.

3.2 Set-Up Assistance Services. Subject to Section 3.1 above, upon your request to us, and upon payment of any applicable Fees, we will provide you with set-up services to assist with the Integration.

3.3 Shut Downs. We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

3.4 Orders by Customers. You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or your Systems by any means or device.

4. Confidentiality. You shall not disclose the Confidential Information to any third party, or use the Confidential Information in any manner except as explicitly authorized under this Addendum. You agree to use the same degree of care to prevent disclosure of the Confidential Information as you use to protect your own confidential information, but in no event less than a reasonable standard of care. In the event of any unauthorized disclosure of Confidential Information, you shall immediately provide us with written notice of the details of such disclosure (including but not limited to the identification of the receiving party).

5. Security of Information. We will use commercially reasonable efforts to maintain the security of the Software and the Platform. You will use commercially reasonable efforts to maintain the security of your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Bank Card Association security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the Internet.

6. **Privacy.** We have adopted an online Privacy Statement to inform individuals as to our online collection and use of personal information. You agree that, during the term of this Addendum, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, bankcard association rules, or done pursuant to this Addendum, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the services that we have a relationship with you.
7. **Audit Rights.** Upon notice to you, we may audit your usage, records and security of the Software, your Customer's payment processing information, and the services provided hereunder to ensure (i) that you are using the Software and the services in full compliance with the provisions of this Addendum; (ii) that all applicable fees have been paid; (iii) that you are adhering to your Privacy Policy; and; (iv) that you are in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.
8. **Assignment of First Data Global Gateway e4 Addendum or Processing for Others.** You may not assign this Addendum without our prior written consent. You may not transfer or sell your rights under this Addendum. You are prohibited from processing payments for or on behalf of any other individual or business. Use of the First Data Global Gateway e4 or our Services is provided for single Merchant Accounts only. We may freely assign this Addendum, its rights, benefits or duties hereunder, either in whole or in part. Subject to the foregoing, this Addendum shall inure to the benefit of and be binding upon the successors and assigns of our and your heirs, executors, administrators, successors and assigns. Any sale, transfer, reorganization, merger or change in control of all or substantially all of your assets shall be deemed to be an assignment for purposes of this Section.
9. **Legal Responsibility.**
- 9.1 **Enforcement.** In the event you violate any terms or conditions of this Addendum, you shall pay for all costs, including reasonable attorneys' fees for actions taken by us, whether by suit or otherwise, to enforce our rights under this Addendum. In the event of any legal action with third parties or regulatory agencies concerning any transaction or event arising under this Addendum, you shall: (i) promptly notify us of the Claim(s) or legal action; (ii) reasonably cooperate with us in the making of any Claim(s) or defense(s); and (iii) provide information, assist in the resolution of the Claim(s) and make available at least one employee or agent who can testify regarding said Claim(s) or defense(s).
- 9.2 **Indemnification.** You shall indemnify, defend, and hold harmless us and our parent companies, subsidiaries and affiliates and our and their officers, directors, employees, shareholders, agents and attorneys from any Claim(s) arising from the conduct of your business, any transactions submitted through the First Data Global Gateway e4 hereunder for payment processing, any false or inaccurate representation made by you or the negligence, fraud, dishonesty or willful behavior of any of your employees or agents, or from your failure to strictly comply, in whole or in part, with any: (i) terms and conditions pursuant to this Addendum and any addenda hereto or Operational Procedures or Documentation; or (ii) applicable law, regulations or rules. Upon written notice from us to you, you shall immediately undertake the defense of such Claim by representatives of your own choosing, subject to our reasonable approval.
10. **Limitation of Liability.**
- 10.1 **General Limitations.** We are not liable for the merit and legitimacy of the orders forwarded by you. All liability for validity of orders remains with you. We are not responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from your actions. We shall not be liable to you or your Customer for the accuracy of the information provided by the First Data Global Gateway e4 or our Services.
- 10.2 **Special Damages.** In no event shall we be liable to you, or to any other person or entity, under this Addendum, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.
- 10.3 **Maximum Liability.** Notwithstanding anything to the contrary contained in this Addendum, in no event shall our liability under this Addendum for all Claims arising under, or related to, this Addendum exceed, in the aggregate (inclusive of any and all Claims made by you against us, whether related or unrelated), the lesser of: (i) the total amount of fees paid by you for the our Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred; or (ii) \$10,000.00.
- 10.4 **Other Damages.** In addition to the limitation of liability provisions set forth herein, we will not be liable for any Claims under this Addendum arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Software, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond our reasonable control, whether or not attributable to one or more common carriers or third party service providers; (c) any failed attempts by you or your Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or software errors or faulty or your or your Customer's erroneous input.
11. **DISCLAIMER OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE GLOBAL GATEWAY e4SM, OUR SERVICES AND THE SOFTWARE ARE AT YOUR SOLE RISK. WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS ADDENDUM. THE SOFTWARE, THE DOCUMENTATION, OUR PROCEDURES, THE SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY US, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE SOFTWARE) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US AND WAIVED BY YOU. WE DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL SOFTWARE AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. All decisions to reject any processing transaction or payment for your products or services are solely your responsibility.

12. **Your Warranties.** You warrant all of the following: (i) All representations and statements made in this Agreement and any other related document, by you or on your behalf are true, accurate, and complete in all respects and you hereby authorize us to verify and confirm all information provided herein by any means at its disposal; (ii) you are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which you operate; (iii) you shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with your obligations under this Addendum; and (iv) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Addendum and the rights and obligations herein.
13. **Notices.** You agree to notify us of any change in your name, type of business, or any other information required on your merchant processing application at least thirty (30) business days prior to the effective date of change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's address or number at such party's last known address or number, and shall be: (i) if sent by us, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (ii) if sent by you, certified or registered mail, postage prepaid return receipt requested to 5101 Condor Drive, Moorpark, CA 93021. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein.
14. **Force Majeure.** We shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether software, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond our control.
15. **Governing Law and Integration.** This Addendum, plus any addenda attached hereto, constitute the entire agreement between the parties concerning subject matter hereof and supercedes all prior and contemporaneous understandings, representations and agreements in relation to its subject matter. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. The parties agree that any suit, action, or proceeding arising out of or relating to this Addendum, or the interpretation, performance or breach of this Addendum, shall be instituted in any court of the State of New York. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction or venue.
16. **Severability and Interpretation.** If any provision, in whole or in part, of this Addendum is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Addendum, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither this Addendum, nor any addenda or Operational Procedures, shall be interpreted in favor or against any party because such party or its counsel drafted this Addendum, or such addenda or Operational Procedures. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Addendum. This Addendum is solely for the benefit of us (and our affiliates) and you and no other person or entity shall have any right, interest or claim under this Addendum. As used in this Addendum, (i) the term "include," or any derivative of such term, shall not mean that the items following such term are the only types of such items; (ii) the term "shall" indicates a mandatory obligation; (iii) the term "may" indicates a permissive election and does not imply any duty to exercise such election; and (iv) the term "discretion" means the sole and absolute discretion of the party granted the discretion, absent an express limitation on such discretion.
17. **Amendment and Waiver.** No modification, amendment or waiver of any of the terms and conditions of this Addendum shall be binding upon us, whether written, oral, or in any other medium, unless made in writing and approved and signed by us. All rights and duties within this Addendum are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver by either party of a breach or any provision of this Addendum shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Addendum; no failure to exercise, and no delay in exercising, any right(s) hereunder on the part of either party shall operate as a waiver of any such right; all of our rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.
18. **Legal Relationship.** Each party is an independent contractor and not an agent or representative of the other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

- 19. **No Unauthorized Publicity.** You shall not use the name, marks or refer to us in advertisements, publicity releases, promotional materials or marketing correspondence without first securing our written consent.
- 20. **Survival.** Upon termination or expiration of this Addendum, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 2.4, 2.6, 2.9, 2.10, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18 shall survive the termination or expiration of this Addendum. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Addendum and shall remain enforceable after such termination.

IN WITNESS THEREOF duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

CITY OF DIAMONDHEAD - BL
("Customer")

FIRST DATA MERCHANT SERVICES CORPORATION
("FDMS")

By: _____

By: _____

Name: RICHARD ROSE

Name: _____

Title: CITY MANAGER

Title: _____

ANNEX 1 - DEFINITIONS

As used herein, the following definitions apply:

"Claim" means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmaturing.

"Confidential Information" means the Software, Documentation, Operational Procedures, the terms and conditions of this Addendum (including any schedule, exhibit or addendum), pricing or other proprietary business information, and any other information provided to you by us, whether or not such information is marked as confidential, provided, however, that Confidential Information will not include information that: (a) is or becomes generally known to the public through no fault of yours; (b) was lawfully obtained by you from a third party free of any obligation of confidentiality; (c) was already in your lawful possession prior to receipt thereof, directly or indirectly, from the disclosing party; (d) is independently developed by you without the use of the Confidential Information; (e) is disclosed with our express written permission; or (f) is disclosed pursuant to a lawful court or governmental order, provided you provide us with prompt prior written notice of any proceeding that may involve such an order, and an opportunity to contest any disclosure at such proceeding.

"Customer" means your customer who would like to provide payment for your goods or Services.

"Documentation" means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Addendum as if fully set forth herein.

"Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

"Merchant Account" shall mean an account set up for a merchant that requires a card processor, bank, merchant Ld., terminal Ld., merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

"Operational Procedures" means our published policies and procedures contained in the various documents provided to you, as amended from time to time, concerning the Services provided pursuant to this Addendum, the terms of which are incorporated in this Addendum as if fully set forth herein.

"Platform" means our operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Addendum are provided.

"Services" means the products or services offered through the First Data Global Gateway (including, but, not limited to payment processing services such as authorization of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved, declined), and the detailed reporting of those transactions.

"Software" means all protocols, software components and other interfaces and software provided by us to you pursuant to this Addendum, and any and all Updates to such Software.

"Your Systems" means any web site(s) operated or maintained by you or on your behalf through which transactions are submitted for processing, and all your other associated systems.

"Updates" means an embodiment of the Software that provides enhancements and/or improvements.



City of Diamondhead

MEMO

To: City Council

From: Richard Rose

Date: 11/19/13

RE: Recommendation for City Clerk Position and Salary

Comments:

I recommend Kristin Ventura, current City of Diamondhead Comptroller, to be formally appointed as the City Clerk and increase her annual salary from \$46,000 to \$51,000.

CITY OF DIAMONDHEAD

RESOLUTION 2013-074

RESOLUTION OF THE CITY OF DIAMONDHEAD APPOINTING A
CITY CLERK

THE CITY OF DIAMONDHEAD HEREBY BRINGS FORTH A RESOLUTION APPOINTING A CITY CLERK TO SERVE THE CITY OF DIAMONDHEAD PURSUANT TO MISS. CODE 1972, SECTIONS: 21-15-17, 21-15-19, 21-15-21, 19-13-29, 21-35-13, 21-39-5 AND 21-39-19; ALSO TO BE CONSISTENT WITH THE FOLLOWING;

WHEREAS, THE DEPUTY CITY CLERK WILL CONTINUE TO FULFILL THE CHECK SIGNING DUTIES, IN LIEU OF THE CITY CLERK, PURSUANT TO MISS. CODE ANN §21-39-13 FOR ISSUANCE OF WARRANTS OR CHECKS/ASSIGNMENTS THEREOF;

WHEREAS, THE CITY OF DIAMONDHEAD DESIRES A CURRENT CITY EMPLOYEE BE FORMALLY APPOINTED AS CITY CLERK AND THAT THE EMPLOYEE'S RATE OF PAY SHALL INCREASE FROM FORTY SIX THOUSAND DOLLARS TO FIFTY ONE THOUSAND DOLLARS A YEAR;

WHEREAS, THE CITY CLERK SHALL REMAIN UNDER THE AUTHORITY OF AND ACCOUNTABLE TO THE CITY COUNCIL, THE CITY CLERK SHALL NOW BE UNDER THE MANAGEMENT OF THE CITY MANAGER.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF DIAMONDHEAD DOES HEREBY APPOINT KRISTIN VENTURA TO SERVE AT THE WILL OF THE CITY COUNCIL AS CITY CLERK UNDER THE MANAGEMENT OF THE CITY MANAGER AND CONSISTENT WITH THE PROVISIONS SET FORTH ABOVE AND THAT THE CITY MANAGER AND/OR CITY CLERK TAKE APPROPRIATE ACTIONS TO ENSURE SUCH APPOINTMENT COMPLIES WITH ALL REQUIREMENTS OF MISSISSIPPI LAW.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2013.

	Aye	Nay
Mayor Schafer	____	____
Councilmember Knobloch	____	____
Councilmember Lopez	____	____
Councilmember Lafontaine	____	____
Councilmember Rech	____	____
Councilmember Sislow	____	____

ATTEST: _____
CITY ATTORNEY

APPROVED: _____
THOMAS SHAFER, IV MAYOR

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

I, LOLITA MCSWAIN, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, obey the laws thereof; that I am not disqualified from holding the office of DEPUTY CITY CLERK of the City of Diamondhead; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God. This the 3rd day of December, 2013.

Affiant

Oath administered by Mayor Thomas Schafer of the City of Diamondhead, Mississippi on this the 3rd day of December, 2013.

Mayor Thomas Schafer

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

I, KRISTIN VENTURA, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, obey the laws thereof; that I am not disqualified from holding the office of CITY CLERK of the City of Diamondhead; that I will faithfully discharge the duties of the office upon which I am about to enter. So help me God. This the 3rd day of December, 2013.

Affiant

Oath administered by Mayor Thomas Schafer of the City of Diamondhead, Mississippi on this the 3rd day of December, 2013.

Mayor Thomas Schafer

A RESOLUTION AMENDING RESOLUTION 2012-007, REPLACING THE CITY CLERK AS AN AUTHORIZED CHECK SIGNER WITH THE DEPUTY CITY CLERK

The City Council of the city of Diamondhead hereby brings forth a resolution replacing the City Clerk as an authorized check signer with the Deputy City Clerk after payments have been approved by the City Council pursuant to Miss. Code 1972 §21-39-13; also to be consistent with the following;

Whereas, amending the Resolution to read; In the absence of the Deputy City Clerk, the City Manager is authorized to sign checks.

Now, therefore be it resolved, that the City Council of the city of Diamondhead does hereby amend Resolution 2012-007 by replacing the City Clerk as an authorized check signer with the Deputy City Clerk as outlined in the provisions set forth above and that the City Manager and/or City Clerk take appropriate actions to ensure such appointment complies with all requirements of Mississippi law.

I hereby certify that the above and foregoing resolution was adopted in the affirmative by the following vote of council of the city of Diamondhead on the ___ day of _____, 2013.

	Aye	Nay
Mayor Schafer	___	___
Councilmember Knobloch	___	___
Councilmember Lopez	___	___
Councilmember Lafontaine	___	___
Councilmember Rech	___	___
Councilmember Sislow	___	___

ATTEST: _____
CITY ATTORNEY

APPROVED: _____
THOMAS SHAFER, IV MAYOR



City of Diamondhead

Budget Amendment Request

Fund Name: General Fund
 Department #: 140
 Department Name: Administration
 Requested by: Kristin Ventura, Comptroller

Date: 11/19/2013
 Budget Entry #: FY2014-140-1
 Amendment #: FY2014-140-1

10% of Dept Budget

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	\$ 380,447.00	\$ -	\$ (597.22)	\$ 379,849.78
Supplies	\$ -	\$ -		\$ -
Contractual Services	\$ -	\$ -		\$ -
Grants/Subsidies/Allocations	\$ -	\$ -		\$ -
Debt Service	\$ -	\$ -		\$ -
CAPITAL OUTLAY	\$ -	\$ -		\$ -
Revenue				\$ -

Reason: The Comptroller is taking the City Clerk Position resulting in a \$1,000 decrease to the original City Clerk budgeted salary. As a result of this change, the original Comptroller budgeted salary will be reduced to \$0 from \$46,000. An addition of a Minutes Clerk Position is included with an annual salary up to \$36,000.

Notes: YTD expenses for the City Clerk and Comptroller were accounted for in computing the total amendment amount of \$597.22. See attached back up for calculation.



City of Diamondhead

Budget Amendment Request

Fund Name: General Fund Date: 11/19/2013

Department #: 140 Budget Entry #: FY2014-140-1

Department Name: Administration Amendment #: FY2014-140-1

Requested by: Kristin Ventura, Comptroller

YTD	Gross	FICA	Ins	Def Comp	Total
Past City Clerk	4,477.00	366.96	664.08	320.00	5,828.04
Current Comptroller	1,739.04	133.04	415.29	-	2,287.37
Comptroller-thru 11/19/13	1,739.04	133.04	415.29	-	2,287.37
					10,402.78

Current Budget	Expensed to Date	Revised Budget	Total	Amendment
City Clerk	5,828.04	51,000.00	56,828.04	597.22
Comptroller	4,574.74	-	4,574.74	
Minute Clerk	-	36,000.00	36,000.00	
	10,402.78	87,000.00	97,402.78	

Resolution 2013- 076
Resolution to Amend Resolution 2013-040
Establishing a "Keep Diamondhead Beautiful" Committee
and Appoint a Representative to the
Hancock Chamber Beautification Committee

Whereas, the City of Diamondhead was incorporated on January 30, 2012, as a municipality along the Mississippi Gulf Coast in Hancock County; and

Whereas, the city of Diamondhead, like the other municipalities along the Mississippi Gulf Coast, has a desire to keep its city clean and beautiful, and

Whereas, there is an opportunity to receive support, enhance communication, and benefit from coordination of beautification efforts from the Hancock Chamber Beautification Committee and "Keep America Beautiful", Inc., and

Whereas, an organized beautification effort provides an opportunity to increase the desirability of potential business and homeowners to locate in Diamondhead and for residents to have pride in their city, and

Whereas, the City of Diamondhead Mayor and City Council adopted Resolution 2013-040 on January 7, 2013, and

Whereas, it is now determined that there exists a need to increase the number of KDBC committee members from 3 to 6 and to add an additional member to serve as the Chairman, and

Therefore, **BE IT RESOLVED** by the Mayor and Council of the City of Diamondhead, do hereby amend Resolution 2013-040 increasing the number of Committee members from 3 to 6 members and having an additional member to serve as Chairman. This committee will report to the City Manager for purposes of budgeting, assignments, and coordination of volunteers.

No binding contract, nor pledge or expenditure of city monies will be authorized without approval of the Mayor and City Council and appropriate action by the City Manager and/or City Clerk.

A RESOLUTION OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, IN SUPPORT OF DIAMONDHEAD CASINO CORPORATION AND JACOBS ENTERTAINMENT SEEKING SITE APPROVAL FOR A CASINO DEVELOPMENT WITHIN THE CITY OF DIAMONDHEAD FROM THE MISSISSIPPI GAMING COMMISSION

WHEREAS, the City of Diamondhead, Mississippi, (the "City"), was incorporated on January 19, 2012; and

WHEREAS, the City, has, on September 13, 2012, adopted its 25 Year Comprehensive Plan (the "Comprehensive Plan"); and

WHEREAS, the City, has, on October 15, 2012, adopted its Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the City's Comprehensive Plan provides a detailed outline of the City's goals, objectives and policies regarding existing land use patterns and future land use plans within the City; and

WHEREAS, the City's Zoning Ordinance delineates Zoning Districts and Use Regulations within the City, including that for the development of resort and gaming districts; and

WHEREAS, the City encourages and supports economic development within its corporate boundaries that are within the legal parameters of local, state and federal statutes, rules and regulations; and

WHEREAS, the City recognizes that site approval from the Mississippi Gaming Commission is necessary and required by any gaming entity wishing to develop a casino resort within the City of Diamondhead; and

WHEREAS, the City desires to express its support of Diamondhead Casino Corporation, Jacobs Entertainment, Inc. and any partners or affiliates associated therewith in proceeding to seek site approval from the Mississippi Gaming Commission as a necessary step in the development of a proposed casino resort within the corporate boundaries of the City of Diamondhead, Mississippi.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF DIAMONDHEAD, MISSISSIPPI:

SECTION ONE. That the findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO. That the City of Diamondhead, Mississippi, hereby expresses its support and encouragement of Diamondhead Casino Corporation, Jacobs Entertainment, Inc. and any partners or affiliates associated therewith to expeditiously seek site approval from the Mississippi Gaming Commission as a necessary step in proceeding with the development of a casino resort within the corporate boundaries of the City.

SECTION THREE.
immediately.

That this Resolution be and hereby is by its adoption effective

	<u>AYE</u>	<u>NAY</u>
Councilman Joe Lopez	_____	_____
Councilman Blaine LaFontaine	_____	_____
Councilman Thomas Sislow	_____	_____
Councilman Ron Rech	_____	_____
Councilman Ernie Knobloch	_____	_____
Mayor Tommy Schafer	_____	_____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

(SEAL)

THIS IS TO CERTIFY that the aforementioned Resolution was adopted at the regular meeting of the Mayor and City Council of the City of Diamondhead, Mississippi, held on _____, 2013, and duly recorded in Minute Book _____ Page _____ thereof.

CITY CLERK

Signed _____

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY AND
THE CITY OF DIAMONDHEAD FOR POLICE PROTECTION SERVICES AND
OTHER PURPOSES THROUGH DECEMBER 31, 2015**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that Hancock County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of Diamondhead, as more specifically set forth herein, upon payment of certain fees from the City of Diamondhead unto the County of Hancock under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the

City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), and HANCOCK COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as the "COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; the CITY and the COUNTY agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead, under the direction of its Mayor and Council Members, and the County Administrator of Hancock County, Mississippi, under the direction of the Board of Supervisors of Hancock County, Mississippi.

SECTION 2: LAW ENFORCEMENT SERVICES

The COUNTY and the CITY recognize that under Section 135 of the Mississippi Constitution and 19-25-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and in the incorporated areas. The County and the City agree that by the execution of this Agreement, the Sheriff shall likewise exercise that authority granted to the City under § 21-21-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, and shall act as the chief law enforcement officer on behalf of the City pursuant to his powers as Sheriff and pursuant to the authority herein

placed upon him by the City by virtue of said statute.

The County and the City have agreed that pursuant to the foregoing constitutional and statutory authority, all law enforcement services needed as necessary in the City shall be provided by the County through the Sheriff of Hancock County and his deputies. There shall be created a division of the Hancock County Sheriff's Office which shall be known as and call the City of Diamondhead Division of the Hancock County Sheriff's Office. A sufficient number of deputies who shall serve in their joint capacity as Deputy Sheriffs of Hancock County and as the law enforcement officers of the City of Diamondhead shall be provided to perform the services in and for the City, hereinafter set forth, and said deputies and their patrol cars and/or vehicles and uniforms shall bear district markings indicating that they are members of the City of Diamondhead Division of the Hancock County Sheriff's Department. The Sheriff shall meet with the City Manager or Mayor of Diamondhead at least once every two months to discuss law enforcement operations within the City of Diamondhead. The area agreed to for the purposes of this law enforcement services agreement is described as all lands within the City of Diamondhead corporate limits which is identified in Exhibit 1, as attached. The services to be produced by the County in and for the City under this Agreement shall include, but are not limited to, the following:

- (1) The County, acting through its Sheriff's office, shall pick up and transport animals subject to City and County ordinances, to the appropriate shelters per occurrence at the hourly rate herein designated for part-time deputies. (19-5-50 and 21-19-9, Mississippi Code of 1972, Annotated, as Amended).
- (2) The County, acting through its Sheriff's office, shall provide regular patrols within the City in accordance with normal scheduling of patrol officers adequate to cover the City.
- (3) The County, acting through its Sheriff's Office, shall provide investigative services as necessary to prepare cases for Court presentation and to discover violators of the Laws of the City, the County and State.

- (4) The County, acting through its Sheriff's Office shall provide for all emergency dispatch services. (19-5-301, et. seq., Mississippi Code of 1972, Annotated, as Amended).
- (5) The County, acting through its Sheriff's Office, shall provide housing of City prisoners for the City at a fee of Twenty Dollars (\$20.00) per City prisoner per day, and the City shall be liable for the cost of any medical services which may be provided so long as the inmate shall remain a City prisoner.
- (6) The County, acting through its Sheriff's Office Diamondhead Division, shall provide for service of process for all criminal summons to persons residing within the City and County.
- (7) All fines and forfeitures collected by either the Municipal Court of the City, when established, or the Justice Court, County Court of Circuit Court of the County shall be retained by the respective Courts in accordance with the law as it now exists.
- (8) The Sheriff of the County shall furnish to the City Manager of the City, on or before the tenth (10th) day of each month, an written activity report of the City of the Diamondhead Division of the Hancock County Sheriff's Office which shall set forth arrests, officers assigned to duty, any incidents which may have occurred and any other general information which will be helpful to the City and the County in determining the operation of law enforcement. These reports shall be retained by the respective offices to whom they are furnished and permanently filed in said offices in order to preserve a record of the law enforcement activities conducted under this Agreement.
- (9) The Sheriff of the County, when available, will supplement regular law enforcement officers for the City of Diamondhead with Hancock County Sheriff's Office Auxiliary in any special events within the City of Diamondhead if so requested. Any additional cost for the use of supplemental law enforcement officers will be reimbursed by the City of Diamondhead.
- (10) In the event an officer or officers of the City of Diamondhead are unable to perform their duties, the Sheriff shall provide supplemental officers. If the Sheriff cannot provide for the number of officers identified in this agreement, the Sheriff shall notify the City Manager or Mayor within Twenty-Four (24) hours of manpower shortage. The Sheriff's Office shall, on the next invoice to the City provide the number of shortages along with the date(s) and hours short. The Sheriff shall reduce the amount due for law enforcement services in the amount of the salary plus benefits of the position for this invoice period. The City of Diamondhead will be responsible for reimbursing the Hancock County Sheriff's Office for salaries of said supplemental officers should the number of supplemental officers exceed the number of officers provided in this agreement.

- (11) Under the Fair Labor Standards Wage and Hour Laws, the City of Diamondhead will be responsible for reimbursing Hancock County Sheriff's Department for any and all Overtime pay for regular law enforcement or supplemental officers including County and State Holiday pay.
- (12) Sheriff Deputies assigned to the City of Diamondhead shall have completed any and all required law enforcement training for Municipal Police Officer according to their rank and duties. At least one Deputy on duty shall be licensed and/or a certified to administer field sobriety test and breathalyzers in cases of Driving Under the Influence. The law enforcement training and background of any Deputy assigned to the City of Diamondhead shall be provided upon request. In the event a new Deputy is assigned to the City of Diamondhead division, the City shall be giving forty-eight (48) hours prior notice, unless such notice cannot be given due to unforeseen circumstances, of the change in assignment utilizing the Deputy Change Form identified as Exhibit 3.
- (13) Sheriff Deputies assigned to the City of Diamondhead, being fully commissioned deputies of the Hancock County Sheriff's Office and being fully commissioned as (City of Diamondhead) Municipal Police Officers and acting as Municipal Police officers shall have full authority to operate and use radar inside the corporate limits of the municipality (City of Diamondhead) as allowed by the Official Mississippi Attorney General's Opinion dated March 6, 1991, in response to a request by the City of D'Iberville's City Attorney Roland Skinner, regarding the authority of Sheriff's Deputies working under an Interlocal Agreement (City of D'Iberville and Harrison County Sheriff's Office). Exhibit 4, attached.

SECTION 3: GENERAL PROVISIONS RELATING TO LAW ENFORCEMENT

- (a) The City shall furnish a clerk and bailiff to its Municipal Court when established at its own expense. If the City desires, the Sheriff of the County may commission said bailiff in the same manner as the other officers are commissioned hereunder.
- (b) The County shall furnish the officers to serve the Municipal Court of the City in the manner of the arrest and prosecution of crimes, judgment nisi or any other process which may issue from the Municipal Court of the City, and an officer shall be present when required by said Court as a witness or to any way assist with the proceedings of the Municipal Court of the City in accordance with § 17-13-9(3)(b) of the Mississippi Code of 1972, Annotated, as Amended.
- (c) It is mutually agreed and understood by the County and City that the purpose of these provisions relating to law enforcement is to effect the joint and several enforcement of all the penal laws of the County and State, as well as penal laws which are misdemeanors made a violation of a City ordinance by operation of the provisions of § 21-13-9 of the Mississippi Code of 1972, Annotated, as allowed by

§ 17-13-9 of the Mississippi Code of 1972, Annotated, as Amended.

- (d) The City provide vehicles necessary to patrol the City of Diamondhead. These vehicles shall bear the marking "CITY OF DIAMONDHEAD" and services only the City of Diamondhead. The City of Diamondhead will be responsible for all maintenance and repairs to all City vehicles. Any damage caused by Sheriff's officers due to the officers negligence and not covered by City insurance shall be repaired at the Sheriff's expense.
- (e) The City of Diamondhead will be considered a member of the Multi-Jurisdictional Narcotics Task Force with asset sharing return of six percent (6%) of seizure, which will assist in providing the Narcotic and Crime Prevention Program in the City of Diamondhead, but only if the City of Diamondhead pays for an additional narcotic officer to serve within that division.
- (f) It is agreed and understood that the City is to obtain liability insurance coverage for personnel of the Hancock County Sheriff's Office, naming Hancock County and the Sheriff of Hancock County as named insured and that these efforts will include coverage of personnel serving the City pursuant to this Agreement. It is further agreed and understood that any litigation arising out of the result of the matters set forth in this Interlocal Agreement shall be handled by the attorney for the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter arising out of the subject of this Interlocal Agreement.
- (g) It is specifically herein understood that the law enforcement personnel provided by the County under this Agreement shall be given authority to enforce Municipal City Ordinances by the City.

SECTION 4: COST OF LAW ENFORCEMENT SERVICES

The City shall pay unto the County for the law enforcement services to be rendered under this section of the Agreement, for a term extending until the 31st day of December, 2015. The total sum of **\$943,527.00** shall be paid for a period of 24 months beginning January 1st, 2014 through December 31st, 2015, shall be paid in monthly installments of **\$39,313.63**, due and payable by the 15th day of each month. The Sheriff shall invoice the City by the 5th day of each month utilizing the invoice which is identified as Exhibit 2. The sum consists of the following:

- a) Beginning January 1, 2014, through December 31st, 2015, Nine (9) Direct Salaries, (eight (8) deputies @ \$28,912, each, totals \$462,592.00, one (1) Supervisor @ \$35,152.00 each, totals \$70,304.00) and one (1) Investigator @ \$34,320.00 each, totals \$68,640.00, without fringe benefits.

\$601,536.00

*Additional full time Deputies will be paid \$22,912.00 plus benefits

*Part time Deputies shall be paid at the rate of \$13.90 per hour, no benefits

- b) Fringe benefits for the employees are as follows:

1.	FICA - 7.65%	\$46,017.50
2.	Retirement - 15.75%	\$94,741.92
3.	Workers' Compensation Insurance - 4.66%	\$28,031.58
4.	Health Insurance - \$8,660.00 per year per employee	<u>\$173,200.00</u>

Total Fringe Benefits \$341,991.00

- c) January 1, 2014, Nine (9) Direct Salaries, (eight deputies, one Supervisor) and one (1) Investigator including fringe benefits.

\$943,527.00

Monthly Cost

\$39,313.63

*** Hancock County reserves the right to increase the cost to the City for these services should the actual cost of the following benefits increase: Workers' Compensation insurance, health insurance, unemployment insurance or any other cost, including any salary increase approved by the Board of Supervisors and charged to Hancock County as a result of the employment or any matter which is the subject of this Agreement. The City of Diamondhead reserves the right to increase the number of the full-time officers provided by Hancock County, and that under such a demand the City of Diamondhead shall be responsible for any additional cost incurred. The City of Diamondhead also herein agrees and contracts that it will pay in addition to the salaries set forth above, additional costs for holiday pay and overtime for any of the employees or services listed above upon receipt of a detailed invoice for same. Furthermore, the City herein contracts and agrees that it will

provide for all office supplies for the City of Diamondhead Police Station.

SECTION 5: THE TOTAL COST TO CITY OF DIAMONDHEAD

GENERAL LAW ENFORCEMENT

TERM OF CONTRACT-24 MONTHS
\$943,527.00

MINIMUM MONTHLY
\$39,313.63

SECTION 6: FINANCING

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION 7: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint Board.

SECTION 8: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is not vested. All real and personal property owned by Diamondhead, or purchased by the City of Diamondhead pursuant to this Agreement shall remain the property of the City of Diamondhead; all real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

SECTION 9: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION 10: CITY OF DIAMONDHEAD SHALL MAINTAIN LIABILITY INSURANCE

The City of Diamondhead and the County herein agree that it shall be the responsibility of the City of Diamondhead to maintain its own general premises and liability insurance, public official insurance and Sheriff's Liability or Police Protection insurance on any matters pertaining to this Agreement, including but not limited to, all law enforcement services. The City of Diamondhead will name Hancock County, Mississippi, and the Sheriff of Hancock County as named insureds on the policy or policies, and will maintain a limit of liability no less than \$1,000,000.00. It is further agreed and understood that any litigation arising out of the matters set forth in this Interlocal Agreement shall be handled by the attorney for the Hancock County Board of Supervisors and the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter which falls within the purview of this Interlocal Agreement. The City of Diamondhead herein promises and covenants to pay Hancock County, on demand, any sum spent or to be spent for litigation costs, attorney fees or the deductible or Self-Insured Risk Retention (SIR) required by any insurance company insuring Hancock County, arising out of any claim made against Hancock County, the Board of Supervisors, its employees, the Sheriff of Hancock County

or its employees for any act performed pursuant to this Agreement. Any such sum shall be paid to Hancock County regardless of whether the City's insurance carrier withdraws coverage, dismisses the claim, or otherwise becomes insolvent. Such payments shall be paid within 90 days after the County or the Hancock County Sheriff submits a request for payment with the supporting documentation. This payment provision shall survive the termination of this Agreement to include any claims and lawsuits arising out of services the County has provided in this Agreement. The parties agree and acknowledge that this payment provision is part of the consideration and cost of this contract and is not indemnification.

SECTION 11: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 12: TERM OF AGREEMENT

This Agreement shall become active as of January 1, 2014, when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall expire on the 31st day of December 2015. This Agreement may be terminated by the mutual agreement of the parties, upon 60 days written notice to the President of the Board of Supervisors and Mayor of the City.

SECTION 13: AMENDMENT

This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

SECTION 14: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the attorney General fail to approve any section of the services listed herein, the governing authorities of the City and of the County will be required to adopt a newly drafted agreement, unless otherwise stated by the Attorney General.

The Clerks of the City and Board of Supervisors shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejection of said Attorney General, spread said approval or rejection upon the minutes, nothing in the minute book where the Attorney General's approval or disapproval may be found. The Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

SECTION 15: JOINDER AGREEMENT BY SHERIFF OF HANCOCK COUNTY

The City and the County recognize that the services provided herein require the approval and cooperation of the Sheriff of Hancock County, who, while independently operating within the County, nevertheless is budgeted by the Hancock County Board of Supervisors, and his activities are necessarily governed by the extent and purposes of the budget approval by the Hancock County Board of Supervisors. Therefore, the Sheriff of Hancock County has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent action.

SECTION 16: EXCLUSIONS

Any matters or activities performed in accordance with or pursuant to the Interlocal Agreements or other Contracts involving the South Mississippi Regional Response Team for Weapons of Mass Destruction do not fall within the purview of this Interlocal Governmental Cooperation Agreement.

END OF AGREEMENT

IT WITNESS WHEREOF, I TOMMY SCHAFER, MAYOR OF THE CITY OF DIAMONDHEAD, the officer duly authorized to the premises by Resolution of the City of Council of the City attached hereto, do hereby set and subscribe my signature on behalf of the City to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and the City.

WITNESS MY SIGNATURE this, the ____ day of _____, 2013.

Mayor, City of Diamondhead

ATTESTED:

City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

Attorney for the City of Diamondhead

Hancock County Sherriff

DEPUTY ADD/CHANGE FORM

DEPUTY PROFILE

Deputy Full Name
and EE#: _____

DL# and DOB: _____

Today's Date: _____

Effective Date of
Change: _____

EMPLOYMENT CHANGES

New Hire: Job Title: _____

ATTACH COMPLETED INVENTORY FORM

Rehire: Job Title: _____

ATTACH DMV REPORT

Temporary: Start Date: _____ End Date: _____

Replacement: Start Date: _____ End Date: _____ Replaced by
(Name/EE#): _____

Other changes:

VERIFICATION OF CHANGES

Approved By: _____

Hancock County Human Resources: _____

Date: _____

Captain Al Hermann: _____

Date: _____

Gave form to City of Diamondhead Human Resources within 48 hours of change.

Hancock County Sheriff's Department

INVOICE

8450 Highway 90
 Bay St. Louis, MS 39520
 Phone (228)466-6900 Fax (228)255-8246

INVOICE #[NUMBER]
 DATE: [CLICK TO SELECT DATE]

TO:
 City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525

FOR:
 January 2014
 Services

Description	NUMBER	Reg/OT/Holiday/Vaca or Sick	HOURS	RATE	AMOUNT	TOTAL
Deputy - NAME						
Pay Period	1	Reg	XXX.XX	\$13.90	X,XXX.XX	
Pay Period	1	OT	XX.XX	\$20.85	XXX.XX	
Day Taken	1	Vaca	XX.XX	\$13.90	XXX.XX	
SUBTOTAL GROSS PAY					X,XXX.XX	X,XXX.XX
Fringe Benefits						
FICA				7.65%	XXX.XX	
Worker's Compensation				4.66%	XXX.XX	
Insurance - MONTH				XXX.XX	XXXX.XX	
Retirement - MONTH				15.75%	XXX.XX	
SUBTOTAL FRINGE					X,XXX.XX	X,XXX.XX
TOTAL CHARGES FOR NAME						X,XXX.XX
ADD OTHER DEPUTIES AS NEEDED						
Deputy - NAME						
Pay Period	1	Reg	XXX.XX	\$13.90	X,XXX.XX	
Pay Period	1	OT	XX.XX	\$20.85	XXX.XX	
Day Taken	1	Vaca	XX.XX	\$13.90	XXX.XX	
SUBTOTAL GROSS PAY					X,XXX.XX	X,XXX.XX
Fringe Benefits						
FICA				7.65%	XXX.XX	
Worker's Compensation				4.66%	XXX.XX	
Insurance - MONTH				XXX.XX	XXXX.XX	
Retirement - MONTH				15.75%	XXX.XX	
SUBTOTAL FRINGE					X,XXX.XX	X,XXX.XX
TOTAL CHARGES FOR NAME						X,XXX.XX
Supervisor - NAME						
Pay Period	1	Reg	XXX.XX	\$16.90	X,XXX.XX	
Pay Period	1	OT	XX.XX	\$25.35	XXX.XX	
Day Taken	1	Vaca	XX.XX	\$16.90	XXX.XX	
SUBTOTAL GROSS PAY					X,XXX.XX	X,XXX.XX
Fringe Benefits						
FICA				7.65%	XXX.XX	
Worker's Compensation				4.66%	XXX.XX	
Insurance - MONTH				XXX.XX	XXXX.XX	
Retirement - MONTH				15.75%	XXX.XX	
SUBTOTAL FRINGE					X,XXX.XX	X,XXX.XX
TOTAL CHARGES FOR NAME						X,XXX.XX

Description	NUMBER	Reg/OT/Holiday/Vaca or Sick	HOURS	RATE	AMOUNT	TOTAL
Investigator - NAME						
Pay Period	1	Reg	XXX.XX	\$16.50	X,XXX.XX	
Pay Period	1	OT	XX.XX	\$24.75	XXX.XX	
Day Taken	1	Vaca	XX.XX	\$16.50	XXX.XX	
					SUBTOTAL GROSS PAY	X,XXX.XX
Fringe Benefits						
FICA				7.65%	XXX.XX	
Worker's Compensation				4.66%	XXX.XX	
Insurance - MONTH				XXX.XX	XXXX.XX	
Retirement - MONTH				15.75%	XXX.XX	
					SUBTOTAL FRINGE	X,XXX.XX
					TOTAL CHARGES FOR NAME	X,XXX.XX
Replacement for NAME - NAME						
Days Replaced	1	Reg	X.XX	\$16.50	X,XXX.XX	
					SUBTOTAL GROSS PAY	X,XXX.XX
Fringe Benefits						
FICA				7.65%	XXX.XX	
Worker's Compensation				4.66%	XXX.XX	
Insurance - MONTH				XXX.XX	XXXX.XX	
Retirement - MONTH				15.75%	XXX.XX	
					SUBTOTAL FRINGE	X,XXX.XX
					TOTAL CHARGES FOR NAME	X,XXX.XX
ADD OTHER DEPUTIES AS NEEDED						
TOTALS:						
Regular Pay					XX,XXX.XX	
Overtime Pay					X,XXX.XX	
Holiday Pay						
Vacation					XXX.XX	
Sick						
					SUBTOTAL PAY	XX,XXX.XX
FICA					X,XXX.XX	
Worker's Compensation					X,XXX.XX	
Insurance					X,XXX.XX	
Retirement					X,XXX.XX	
					SUBTOTAL FRINGE	XX,XXX.XX
					TOTAL INVOICE	XX,XXX.XX

MAKE ALL CHECKS PAYABLE TO: Hancock County Sheriff

NOTES:

STATE OF MISSISSIPPI



MIKE MOORE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL

OFFICIAL ATTORNEY GENERAL'S OPINION

March 6, 1991

Mr. Roland B. Skinner
P.O. Box 6694
D'Iberville, MS 39532

Re: Authority of deputies under an
Interlocal Agreement

Dear Mr. Skinner:

Attorney General Mike Moore has received your letter of request and has assigned it to the undersigned for research and reply. A copy of your letter is attached for reference. In your letter you ask whether or not sheriff deputies, commissioned by the city as police officers, are authorized to use radar.

It is the opinion of this office, that ~~once the sheriff deputies in question are lawfully commissioned as municipal police officers, said deputies acting as municipal police officers may run radar inside the corporate limits of the municipality.~~

Very truly yours,

MIKE MOORE, ATTORNEY GENERAL

By:

Ryan Hood
Special Assistant Attorney General

RH:mfd
Enclosure



**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL
COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY AND THE CITY OF
DIAMONDHEAD FOR POLICE PROTECTION SERVICES AND OTHER PURPOSES
THROUGH DECEMBER 31, 2015**

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of such an Agreement is to provide that Hancock County will, through December 31st, 2015, provide governmental services to the City of Diamondhead, as more specifically set forth in the interlocal cooperation agreement, upon payment of certain fees from the City of Diamondhead unto the County of Hancock under the terms and conditions set forth thereto; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the City of

Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), that the Mayor is hereby authorized to execute and enter into an Interlocal Governmental Cooperation Agreement with Hancock County and the Hancock County Sheriff's Office to provide law enforcement services as therein defined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi.

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2013.

	Aye	Nay
Mayor Schafer	___	___
Councilmember Knobloch	___	___
Councilmember Lopez	___	___
Councilmember Lafontaine	___	___
Councilmember Rech	___	___
Councilmember Sislow	___	___

ATTEST: _____
CITY CLERK

APPROVED: _____
THOMAS SHAFER, IV MAYOR

AN ORDINANCE OF THE CITY OF DIAMONDHEAD, MISSISSIPPI, AMENDING THE ORDINANCE ESTABLISHING A PLANNING AND ZONING COMMISSION

WHEREAS, the Mayor and City Council of the City of Diamondhead, Mississippi, find that Ordinance No. 2012-003, adopted by the City on March 5, 2012, should be amended with regard to membership, term of office and other related matters.

NOW THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of Diamondhead, Mississippi:

SECTION ONE. The findings, conclusions, and statement of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION TWO. That Section Two of Ordinance No. 2012-003 be amended to read as follows:

Membership. The Commission shall consist of seven (7) members who shall be appointed by the Mayor and City Council. The Mayor and each member of the City Council shall each have one (1) individual nomination for appointment to the Commission. The Mayor and City Council shall jointly appoint one (1) member to serve on the Commission. Where possible, membership on the Commission will consist of representatives from each of the City's District Wards and not exceed more than two (2) Commissioners from any one (1) District Ward. In the event either the Mayor or any City Council Member fails to nominate a candidate for appointment to the Commission within thirty (30) days of any vacancy, then nominations for that vacancy made be made by either the Mayor or other members of the City Council.

SECTION THREE. That Section Three of Ordinance No. 2012-003 be amended to read as follows:

Term of Office. Terms for Members of the Diamondhead Planning and Zoning Commission shall be as follows:

<u>Commission Member</u>	<u>Term Expiration</u>
Ward 1	March 2014
Ward 2	March 2015
Ward 3	March 2016
Ward 4	March 2014
Councilman At Large	March 2015
Mayor	March 2015
Joint Appointment	March 2016

The term of office for persons appointed to serve as Members of the Commission shall be three (3) years. All Commissioners whose terms expire shall continue to serve on the Commission until such time as a successor is appointed by the Mayor and City Council. No person shall serve on the Zoning Commission for a period exceeding two (2) terms, excluding time served if appointed to fill a previously unexpired term.

SECTION FOUR. That Section Four of Ordinance No. 2012-003 be amended to read as follows:

Removal from Office. Any Member of the Planning and Zoning Commission may be removed from office at any time, with or without cause, by the affirmative vote of the Mayor and City Council.

SECTION FIVE. That Section Five of Ordinance No. 2012-003 be amended to read as follows:

Officers. Members of the Commission shall annually elect a Chairperson and Vice Chairperson. The Chairperson shall preside over all meetings. The Vice Chairperson shall preside in the absence of the Chairperson.

SECTION SIX. That Section Six of Ordinance No. 2012-003 be amended to read as follows:

Meetings. The Planning and Zoning Commission shall meet at least once per month. All meetings shall be conducted in compliance with Mississippi Code Annotated § 25 – 41 – 1, *et seq.*

SECTION SEVEN. That Section Seven of Ordinance No. 2012-003 be amended to read as follows:

Compensation. Members of the Planning and Zoning Commission shall receive no compensation. Reimbursement of authorized expenses are allowed.

SECTION EIGHT. That Section Eight of Ordinance No. 2012-003 be amended to read as follows:

Duties and Powers. The Planning and Zoning Commission shall act as an advisory board to the Mayor and City Council. It shall have all of the powers and duties set out by the Zoning Ordinance of the City of Diamondhead or other applicable law.

SECTION NINE. That Section Nine of Ordinance No. 2012-003 be amended to read as follows:

Effective Date. This Amendment to Ordinance shall become effective upon its adoption, nevertheless, it shall be published as required by law.

	<u>AYE</u>	<u>NAY</u>
Councilman Joe Lopez	_____	_____
Councilman Blaine LaFontaine	_____	_____
Councilman Thomas Sislow	_____	_____
Councilman Ron Rech	_____	_____
Councilman Ernie Knobloch	_____	_____
Mayor Tommy Schafer	_____	_____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

(SEAL)

THIS IS TO CERTIFY that the aforementioned Ordinance was adopted at the regular meeting of the Mayor and City Council of the City of Diamondhead, Mississippi, held on _____, 20____, and duly recorded in Minute Book _____ Page _____ thereof.

CITY CLERK

Signed _____